



CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E. 5TH STREET
CITY OF GILLETTE
Tuesday, October 15, 2019
7:00 PM

- A. Call to Order.**
- B. Invocation and Pledge of Allegiance.**
 - 1. **Invocation Led by Citizen Bruce Williams.**
 - 2. **National Anthem Performed by Sarah Cole.**

- C. Approval of General Agenda.**

- D. Approval of Consent Agenda.**

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

- 1. Minutes**

- a. **Pre-Meeting - October 1, 2019**
 - b. **Executive Session - October 1, 2019**
 - c. **Regular Meeting - October 1, 2019**
 - d. **Work Session - October 8, 2019**

- 2. Ordinance 3rd Reading - Consent**

- 3. Ordinance 2nd Reading - Consent**

- a. **An Ordinance Approving and Authorizing an Amendment to Ordinance 3872 and Associated Villas at Tenth Hole Estates Phase I, Planned Unit Development Plat, to be Known as the Final PUD Plat, a Resubdivision of Lots 17-28, Block 3, Villas at Tenth Hole Estates, Phase I, to the City of Gillette, Wyoming. (Planning Commission Vote: 4/0)**

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

- 4. Bills and Claims**

- a. **Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

- 5. Other - Consent**

- a. **Council Consideration for the Approval of a Resolution Authorizing Public Weather Emergency Advisories for the City of Gillette.**

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. **Food Bank of the Rockies - Victoria Ziton**

Staff Reference:

G. Unfinished Business.

1. Ordinance 2nd Reading.
 - a. **An Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, to Amend Section 16 Definitions, Section 9.B., Off-Street Parking and Loading Requirements, and Section 5, Administration and Enforcement, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**
Staff Reference: Ry Muzzarelli, P.E., Development Services Director
2. Ordinance 3rd Reading.
 - a. **An Ordinance to Amend Chapter 11, Section 11-10 of the Gillette City Code to Revise City Snow Routes and Snow Emergency Declarations.**
Staff Reference: **MAP** - Anthony Reyes, City Attorney
 - b. **An Ordinance to Amend Chapter 14, Section 14 A of the Gillette City Code to Revise City Park Hours.**
Staff Reference: Anthony Reyes, City Attorney
3. Other.

H. New Business.

1. Minute Action
 - a. **Council Consideration to Authorize the Mayor to Sign a Memorandum of Understanding to Provide Telecommunication Services Between the City of Gillette and Campbell County.**
Staff Reference: Michael H. Cole, P.E., Utilities Director
 - b. **Council Consideration of a Professional Services Agreement for the Gillette Regional Water Supply Project - Phase IV District Extensions to DOWL for Engineering Services in the Amount of \$213,235.00.**
Staff Reference: **MAP** - Michael H. Cole, P.E., Utilities Director
 - c. **Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2020 Water Main Replacement Project, with Morrison Maierle, Inc., in the Amount of \$440,000.00 (1% Project).**
Staff Reference: **MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director
 - d. **Council Consideration for the Acceptance of Public Improvements for the Dalbey Park to Gillette College Pathway – Phase 1 Project, Installed by Hladky Construction in the Amount of \$558,995.76 (WYDOT TAP Grant and 1% Project).**

Staff Reference: **MAP/VIDEO** - Ry Muzzarelli P.E., Development Service Director
 - e. **Council Consideration for the Acceptance of Public Improvements for the Goldenrod Avenue Additional Repairs Project, Installed by GW Construction, in the Amount of \$402,868.21 (1%**

Project)

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

- f. **Council Consideration of a Bid Award for the City West Remodel, Phase II, to Van Ewing Construction, in the Amount of \$2,233,200.00.**

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

- g. **Council Consideration of a Bid Award for the Base Bid and All Three (3) Alternate Bids for the 2019 Energy Capital Sports Complex Proposed Improvements Project to DRM Inc., in the Amount of \$5,774,165.66 (General Fund).**

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

- h. **Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Betcher II Subdivision, Located in the SW1/4 SE1/4 NW1/4 and the W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M. to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 7/0)**

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

2. **Ordinance 1st Reading.**

3. **Appointments**

I. **Public Hearings and Considerations**

1. **A Public Hearing to Consider Amendments to the Gillette City Budget for FY2019/2020.**

Staff Reference: Michelle Henderson, Finance Director

2. **Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2019-2020.**

Staff Reference: Michelle Henderson, Finance Director

J. **Executive Session**

K. **Adjournment**

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Bruce Brown

Shawn Neary

WARD 2

Billy Montgomery

Timothy Carsrud

WARD 3

Shay Lundvall

Nathan McLeland

www.gillettewy.gov





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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Invocation Led by Citizen Bruce Williams.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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DATE: 10/15/2019 7:00:00 PM

SUBJECT:

National Anthem Performed by Sarah Cole.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Pre-Meeting - October 1, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Pre-Meeting Minutes](#)

A Pre-Meeting of the City Council was held on Tuesday the 1st day of October 2019.

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

Warm Up Items

Councilman Neary congratulated Gillette for a great job hosting the State Championship Tennis Tournament, and congratulated the Campbell County High School Boys for placing in the top three (3).

Wholesale Power Update

Utilities Director Cole, Electrical Engineering Supervisor Birk, and Black Hills Corporation (Neil Simpson Energy Complex) General Manager, Marc Ostrum, presented a five-year comparison of the history of the City's energy needs and costs. They provided an update on WyGen III's FY19 availability, and 2019 spring overhaul and capital costs, along with CT II's FY19 availability and capital projects, and FY20 upcoming projects. The presentation also included Western Area Power Administration (WAPA) and Economy Energy information. Mayor Carter-King inquired about the use of green power. General Manager Ostrum informed Council that the use of green power is not currently a required regulation, however, Black Hills Power will be ready when regulations change to require the use of green power.

Recreational Vehicles (RVs) in Mobile Home Parks

Due to time constraints, the discussion for recreational vehicles in mobile home parks was postponed to a future meeting.

Review October 1st Council Agenda

The group discussed the upcoming agenda items.

Executive Session

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

Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:45 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
Publish date: October 9, 2019

Louise Carter-King, Mayor



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DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Executive Session - October 1, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

No Attachments Available



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DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Regular Meeting - October 1, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Regular Meeting - October 1, 2019](#)

A meeting of the City Council was held on Tuesday the 1st day of October 2019.

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

Invocation and Pledge of Allegiance

The Invocation was led by Reverend Ed Sisti of Open Door Church. The Pledge of Allegiance was led by the Buffalo Ridge Elementary Bison of the Month Students.

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Work Session – September 10, 2019; Executive Session – September 10, 2019; Pre-Meeting – September 17, 2019; Executive Session – September 17, 2019; Regular Meeting – September 17, 2019; Work Session – September 24, 2019

Ordinance 3rd Reading - Consent

ORDINANCE NO. 3969

**AN ORDINANCE PROVIDING FOR THE VACATION OF THE
EASTERLY 4' PORTION OF A 15' WIDE UTILITY EASEMENT
LOCATED IN LOT 5, BLOCK 2, NORTHLAND VILLAGE MOBILE
HOME PARK, FIRST FILING, PHASE III SUBDIVISION,
AS SHOWN ON EXHIBIT "A" MAP, IN THE CITY OF GILLETTE,
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

Bills and Claims

Absolute Auto, LLC, 106.07; Adamson Police Products, 305.00; Adobe Systems Inc, 152.90; Advance Auto Parts, 1,335.12; Alan Stuber, 250.00; AlSCO, 877.74; Altec Industries Inc, 1,081.45; AM Signal Inc, 1,090.90; Amanda Goetz, 250.00; American Welding & Gas Inc, 32.83; Andy Lucas, 250.00; Anixter Power Solutions, 6,404.41; Annalicia Brodie, 150.00; Anthony, Kenneth & Sally, 137.77; Arete Design Group, 1,201.60; Arrow Printing and Graphics Inc, 84.80; Associated Glass Inc, 738.68; Assure Co Risk Management & Regulator Compliance, 350.00; AT&T Mobility National Accounts, 4,457.37; Austin Baumberger, 250.00; AVP Consulting LLC, 52.85; Bagwell, Jessica, 165.37; Bailey, Joshua, 109.90; Big Horn Tire Inc, 921.24; BJ Nelson Inc/Nelson Auto Glass, 406.25; Black Cat Construction LLC, 5,293.78; Black Hawk Crane and Rigging Inc, 920.00; Black Hills Energy, 2,372.63; Black Hills Power & Light, 92,448.21; Black Hills Power & Light, 1,460.14; Black Hills Power & Light, 265,865.41; Black Hills Power & Light, 316,475.13; Black Hills Wyoming LLC, 208,308.08; Black Hills Wyoming LLC, 334,506.43; Blue Cross Blue Shield of Wyoming, 110,249.83; Blue Cross Blue Shield of Wyoming, 174.17; Blue Cross Blue Shield of Wyoming, 101,823.11; Border States Electric, 5,584.05; Brent Wasson, 200.00; Brian Roesner, 250.00; Broken Link Construction LLC, 17,691.01; Bryan Taylor, 250.00; Burns and McDonnell Corporation, 24,502.31; Caballero, Hali, 64.13; Campbell County Hospital District, 1,005.50; Campbell County Landfill, 88,606.50; Campbell County Parks and Recreation Center, 50.00; Campbell County Sheriff, 8,375.00; Carr Coatings LLC, 745.00; CBH Co-Op, 24,040.78; Centurylink, 267.86; Chavez, Michael, 100.81; Chuck Deaton, 200.00; City of Gillette, 50.00; Collection Professionals Gillette, 576.76; Collins Communications Inc, 5,900.79; Cornerstone General Contractors, 172.26; Crescent Electric Supply, 128.46; Croft, Jessica, 13.85; Crook County Clerk, 38.00; Crum Electric Supply Company, 1,273.48; Cues Inc, 2,500.00; Cummins Rocky Mountain Inc, 2,157.99; Cummins Rocky Mountain Inc, 1,064.23; Dads Truck and Auto LLC, 80.00; Dan Stroup, 250.00; DBC Irrigation Supply, 517.96; Dean Welch, 250.00; Dell Computer Corp, 76,448.20; Department of Energy, 55,920.84; Derek Weinhardt, 250.00; Derek Weinhardt, 100.00; DOWL LLC, 4,467.50; DPC Industries Inc, 6,039.00; DRM Inc, 15,076.87; Employment Testing Services Inc, 1,012.00; Energy Laboratories Inc, 2,209.00; Englebert, Clay, 106.54; Eric Vos, 250.00; Fairmont Supply Company, 17.40; Falcon Environmental Corporation, 3,457.03; Farmer Brothers Company, 910.65; Fastenal Company, 71.06; Fenton, Christine, 177.07; First Interstate Bank of Gillette, 31.06; First Northern Bank of Wyoming, 7,462.50; Fosen, Jacqueline, 45.16; Galls, An Aramark Company, 63.00; Garry Ginn, 100.00; GE Digital LLC, 26,422.52; Gillette Contractors Supply Inc, 3,161.22; Gillette Winnelson Company, 163.65; Granicus LLC, 12,936.00; Greg Brothers, 250.00; Greub, Trenton, 125.75; Griffith, Alexis, 125.63; GW Construction, LLC, 1,475.50; Hach Company, 376.37; Harris, Cyndi, 97.71; Hasquet, Shawn, 8.86; HDR Inc - US Engineering Accounts Receivable, 15,722.56; Hendryx, Whitney, 128.10; Holly Campbell, 200.00; Homax Oil, 6,363.28; Home Fire Foods, 299.25; Hot Iron, 78,260.52; Hub International Mountain States Limited,

100.00; Hub International Mountain States Limited, 50.00; Inberg Miller Engineers, 890.22; Ingersoll, Hailey, 104.36; Inland Truck Parts, 68.99; Interstate Companies Inc, 6,694.77; Iris Estrada Cortez, 415.84; Jack's Truck Center Inc, 554.14; Jason Hall, 100.00; Jason Marcus, 250.00; Jennifer Ivory, 50.00; Jeremiah Wagner, 200.00; Jerry Van Damme, 250.00; Jessica Hostetter, 91.88; Jim Hloucal, 200.00; JLC Sign Systems Inc, 187.00; Jones, Alicia, 132.64; Karen Johnson, 56.56; Karibett Enriguez Gonzalez, 25.00; Kelly, Meladie, 82.03; KOIS Brothers Equipment Company, 1,468.83; Kristopher Hunter, 250.00; Kyle Sprague, 250.00; Ladonna Hatch, 290.00; Lavra Lehan, 650.00; Layne Christensen Company, 590.19; Learning Tree International USA Inc, 3,200.00; LexisNexis Matthew Bender, 576.46; Lord, Jeraldine, 29.70; Lowe Roofing Inc, 208.70; Malone, Ted Jr, 116.89; Manna Spiritual Nourishment, 146.35; Mary Kelly, 7,375.00; McCargish, Kristen, 142.36; MCM General Contractors, 24,698.66; Michael Palo, 250.00; Michael Stulken, 610.00; MidWest Pest Management, 510.00; MII Life Insurance, Incorporated, 4,343.19; MII Life Insurance, Incorporated, 2,143.06; Mike Schaan, 90.00; Mountain Peak Builders LLC, 4,037.12; Mountain Peaks Diagnostics, LLC, 108.40; MRC Global (US) Inc, 4,749.00; Nelson, Bradley, 31.06; Newman Signs Inc, 2,670.00; Norco Inc, 513.77; Northwest Lineman College, 1,220.00; One Call of Wyoming Corp, 333.00; Overson, Erika & Braden, 180.82; Paintbrush Sewer & Drain, 3,065.00; Patrick Totzke, 250.00; PCA Engineering Inc, 42,969.38; Peregrine Leadership Institute, 395.00; Postal Pros Southwest Inc, 4,269.07; Powder River Energy Corporation, 8,109.01; Powder River Heating & Conditioning Corporation, 14,550.59; Pro Force Law Enforcement, 2,475.00; ProElectric Inc, 40,211.31; Purvis Industries, LLC, 312.43; Rapport, LLC, 370.61; Razor City Locksmith LLC, 468.45; Record Supply Inc Napa, 593.44; Ringer Law P.C., 8,700.00; Ruby Tuesday, 12.69; Ryan Mahylis, 200.00; Ryan Mussell, 250.00; Ryan Warne, 250.00; S&S Builders, 23,257.50; SafariLand LLC, 335.00; Sawtooth Materials, 6,120.00; SD Myers, LLC, 112.00; Selena Nava, 50.00; Shawn L Haight, 9,090.50; Simon Contractors, 946.72; Sioux Falls Children's Home Society, 300.00; Snyder, Michael, 130.66; Source Office Products, 365.46; State of Wyoming - DCI, 15.00; Steven Dillard, 200.00; Strata Inc, 724.00; Strickland, Kashara, 44.65; Tanner Clemens, 250.00; Team Laboratory Chemical Corporation, 160.00; That Embroidery Place, 436.34; Thunder Basin Ford LLC, 808.55; Titan Machinery Inc, 3,287.06; TJ Electric LLC, 5,111.43; Trina Kershaw, 100.00; TW Enterprises Inc, 1,983.35; Tyler Technologies Inc, 5,801.56; UMB Bank, 81,224.02; Universal Athletic Service, 288.00; Vavi Damingo, 250.00; Versa Products, 4,845.00; Vic Robertson, 250.00; Virginia Dean, 288.77; Waylon Rader, 10.00; Waylon Rader, 5.00; Weber, Sara, 33.26; Wesco Receivables Corp, 4,057.78; WYODAK Resources Development Corp, 154,748.52; Wyoming Dept of Transportation, 14.16; Wyoming Marine, 49.75; Wyoming Roofing LLC, 67,162.50; Wyoming Secretary of State, 30.00; WYOSTAR, 989,094.00; WYOSTAR, 25,250.00; WYOSTAR, 250,000.00; Xerox Corporation, 55.18; Zach Parker, 250.00

Approval of a Facility Maintenance Agreement for Campbell County Joint Powers Fire Board Facilities.

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

Comments

Council Comments – Councilman Neary congratulated Gillette for hosting a successful State Tennis Tournament; Campbell County High School boys finished in the top three (3).

Other Comments – The Mayor and Council recognized Sergeant Jason Marcus of the Police Department for 20 years of service to the City.

Mayor Carter-King proclaimed the Month of October 2019 as Domestic Violence Awareness Month. Shawna McDonald, Prevention and Education Coordinator of the Gillette Abuse Refuge Foundation, explained the events scheduled for October.

Communications Manager Palazzari announced the 2019 Summer Parks photo contest winners.

Communications Manager Palazzari provided a video presentation of past and upcoming events from around the community.

Unfinished Business – Ordinance 2nd Reading

ORDINANCE NO. 19-17 AN ORDINANCE TO AMEND CHAPTER 11, SECTION 11-10 OF THE GILLETTE CITY CODE TO REVISE CITY SNOW ROUTES AND SNOW EMERGENCY DECLARATIONS

Councilman Montgomery made a motion to approve the foregoing Ordinance on 2nd reading; seconded by Councilman Carsrud. Mayor Carter-King explained that citizens expressed concern with the proposed changes to the ordinance at the last Council Work Session, and it was decided to discuss the proposed changes with Staff and find alternate ideas and suggestions. Mayor Carter-King reported that the last snow season had 27 snow events, with only five (5) snow events resulting in a snow level that required the removal of vehicles from the snow routes. The Mayor explained that the issues with snow

removal on 4th Street, 6th Street, and 7th Street were caused by the accumulation of snow from smaller storms, not requiring the removal of vehicles, and extremely cold temperatures. Snow plows experienced difficulties removing the accumulation of snow and ice around the parked vehicles. Administrator Davidson spoke with Staff to discuss options, and concluded with the suggestion of amending the ordinance to allow the City Administrator the discretion of closing streets, before, during, and following snow storms, as needed for snow removal, rather than prohibiting parking on designated streets from November through March. Citizens would be notified in advance of the discretionary, temporary, parking restrictions, which would allow City Snow Crews full access to streets for snow and ice removal. The amended version of the Ordinance would also allow the City full access to streets for other issues that could occur, such as ice buildup from water line breaks. Mayor Carter-King clarified that the proposed amendment would allow for discretionary closure of any street within the city limits, and not be limited to the emergency snow routes. John Yarkosky of Arrow Printing, who previously spoke against the ordinance with concerns for accessing his business on 4th Street, spoke in favor of the proposed amendment of the Ordinance. Councilman Brown expressed appreciation to Staff for the proposed amendment. Council President Montgomery made a motion to amend the proposed changes to Chapter 11, Section 11-10 (C) (3) (b) approved on first reading on September 17, 2019, to read, “the Administrator, in his sole discretion, is authorized before, during, or after any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to prohibiting parking on any City street”; seconded by Councilman Carsrud. All voted aye. The motion to amend the Ordinance carried. Mayor Carter-King asked Council to vote on the second reading of the Ordinance, as amended. All voted aye. The motion for the amended Ordinance on second reading carried.

ORDINANCE 19-18

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14 A OF THE GILLETTE CITY CODE TO REVISE CITY PARK HOURS

Councilman Carsrud made a motion to approve the foregoing Ordinance on 2nd reading; seconded by Councilman Montgomery. All voted aye. The motion carried.

New Business

Minute Action

Councilman Brown made a motion to approve a parade permit on Gillette Avenue from 7th Street to 1st Street, October 10, 2019, from 4:00 p.m. to 4:30 p.m., for the Campbell County High School Homecoming Parade, requested by Campbell County High School Student Council; seconded by Councilman Lundvall. Representatives from the Campbell County High School Student Council explained the parade request. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve a parade permit on Highway 14/16 from 4-J Road to Osborne Avenue, November 11, 2019, from 12:30 p.m. to 2:30 p.m., for a Veteran’s Day Parade, requested by Kerwin Burton; seconded by Councilman Brown. All voted aye. The motion carried.

Councilman Carsrud made a motion to approve a Professional Services Agreement for Design and Bidding Services associated with the 2020 Sanitary Sewer Main Replacement Project, with HDR Engineering, Inc., in the amount of \$282,325 (1% Project); seconded by Councilman McLeland. Administrator Davidson explained the consideration. All voted aye. The motion carried.

RESOLUTION NO. 2707

A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT KNOWN AS THE ANTELOPE VALLEY BUSINESS PARK, PHASE III, LOTS 14A & 14B, ANTELOPE VALLEY BUSINESS PARK SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

Councilman Brown made a motion to approve the foregoing Resolution approving and authorizing the final plat known as the Antelope Valley Business Park, Phase III, Lots 14A & 14B, Antelope Valley Business Park Subdivision; to the City of Gillette, Wyoming, subject to all Planning Requirements (Planning Commission Vote 4/0); seconded by Councilman Montgomery. Administrator Davidson explained the consideration. All voted aye. The motion carried.

Councilman Brown made a motion to approve a bid award for the Animal Control Renovation to Norton Construction, in the amount of \$834,000; seconded by Councilman Carsrud. Administrator Davidson explained the consideration. All voted aye. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 19-19

**AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO
ORDINANCE 3827 AND ASSOCIATED VILLAS AT TENTH HOLE ESTATES PHASE
1, PLANNED UNIT DEVELOPMENT PLAT TO BE KNOWN AS FINAL PUD PLAT, A
RESUDIVISION OF LOTS 17-28, BLOCK 3, VILLAS AT TENTH HOLE ESTATES,
PHASE I, TO THE CITY OF GILLETTE, WYOMING**

Councilman McLeland made a motion to approve the foregoing Ordinance on first reading; seconded by Councilman Montgomery. Administrator Davidson explained the consideration. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Carter-King opened a public hearing for a zoning text amendment to the Zoning Ordinance of the City of Gillette, Wyoming, to amend Section 16 Definitions, Section 9.B., Off-Street Parking and Loading Requirements, and Section 5, Administration and Enforcement, subject to all Planning Requirements (Planning Commission vote 4/0). City Administrator Davidson explained that this ordinance would allow the City options to abate or remedy potholes in parking lots owned by private businesses. Administrator Davidson cited concerns not only for damages to private vehicles, but also the inability of emergency vehicles to enter damaged parking lots to reach their destination. City Planner Sanders informed Council of the abatement process. The complaints would be handled by the Planning and Zoning Division, with the aid of the City Engineer, to assess the parking lots and determine if the size of the potholes would create a safety hazard. A notice of the violation would be issued to the property owner, which would provide the owner a 10-day opportunity to present the Planning Division with a plan to remedy the pothole. If the property owner does not take action to correct the issue, the City would issue a final notice. If there is no response to the final notice, the City would take action to abate the property by obtaining quotes for repair of the property. The property owner would be billed for the repairs, with the possibility of a lien placed on the property for non-payment. Mayor Carter-King stated that private property pothole repairs have been an on-going issue for many years. Mayor Carter-King closed the public hearing.

ORDINANCE NO. 19-20

**AN ORDINANCE APPROVING AND AUTHORIZING A ZONING TEXT AMENDMENT
TO AMEND THE ZONING ORDINANCE OF THE CITY OF GILLETTE, WYOMING, TO
AMEND SECTION 16 DEFINITIONS, SECTION 9.B., OFF-STREET PARKING AND
LOADING REQUIREMENTS AND SECTION 5, ADMINISTRATION AND
ENFORCEMENT; SUBJECT TO ALL PLANNING REQUIREMENTS**

Councilman Carsrud made a motion to approve the foregoing Ordinance on first reading; seconded by Councilman Brown. All voted aye. The motion carried.

Mayor Carter-King opened a public hearing for the transfer of ownership of retail liquor license RTL-24 from RMH Franchise Corporation, d.b.a. Applebee's Neighborhood Grill & Bar, located at 1927 Cliff Davis Drive, to AB Gillette WY, LLC, d.b.a. Applebee's Neighborhood Grill & Bar. Administrator Davidson explained the consideration. Heather Sutherland, Applebee's General Manager, thanked Council for considering the transfer. Mayor Carter-King closed the public hearing.

Councilman Carsrud made a motion to approve the transfer of ownership of Retail Liquor License RTL-24 from RMH Franchise Corporation, d.b.a. Applebee's Neighborhood Grill & Bar, located at 1927 Cliff Davis Drive, to AB Gillette WY, LLC, d.b.a. Applebee's Neighborhood Grill & Bar; seconded by Councilman Lundvall. All voted aye. The motion carried.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 8:03 p.m. The next regularly scheduled meeting will be held on October 15, 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: October 9, 2019



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DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Work Session - October 8, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Work Session - October 8, 2019](#)

A Work Session of the City Council was held on Tuesday the 8th day of October 2019.

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

Warm Up Items

Councilman Montgomery announced the Gillette Abuse Refuge Foundation's (GARF) 24th annual candlelight vigil to be held in the City Hall Council Chambers on October 10th.

City Administrator Davidson provided information regarding an impending snow storm. Public Works Director Wilde informed Council that all available equipment and staff are ready for the storm.

FY 20 Budget Amendment

Finance Manager Wasson provided information regarding the budget amendment scheduled for consideration on the October 15th Council agenda.

Energy Capital Sports Complex

Development Services Director Muzzarelli and Public Works Director Wilde presented bid results for the addition of fields at the Energy Capital Sports Complex. The base bid included fields 1 and 2 and parking lot lighting; bid alternate A included lighting for fields 1 and 2; bid alternate B included the construction of field 3; and bid alternate C included field 3 lighting. The low bidder was DRM. Discussion included funding sources, statistics of the number of night activities that would require lighting, and pros and cons of the bid alternates. Staff requested direction on whether to include the base bid and alternates in the upcoming agenda consideration. The Mayor and the four (4) Councilmen in attendance were in favor of including the base bid with the alternates for consideration on the October 15th agenda. Directors Muzzarelli and Wilde informed Council of cost savings involved with constructing all the fields at the same time, and the increased possibilities of drawing larger tournaments to our area with the addition of the fields.

Development Services Director Muzzarelli and Public Works Director Wilde presented information regarding the development of an ADA playground, which would include a splash park, and a bathroom facility at the Energy Capital Sports Complex. A proposed master plan was presented to Council along with a proposed plan for developing the park in phases. After discussion of funding sources and the proposed plans, the Mayor and the four (4) Councilmen in attendance were in favor of completing the park utilizing the proposed master plan. Director Muzzarelli informed Council that the design would be completed and ready for bid next summer. Mayor Carter-King asked about scoreboards. Director Muzzarelli commented that the plan was to utilize portable scoreboards. Administrator Davidson stated that items, like scoreboards, could be sponsored by local businesses.

City West Remodel

Development Services Director Muzzarelli and Public Works Director Wilde informed Council of the City West remodel, phase II, bid results; the apparent low bidder was Van Ewing Construction. The bids are currently in review by the architect for recommendation. Mayor Carter-King expressed excitement for the ability to bid projects and enable local contractors' additional opportunities for employment. Councilman Neary was pleased to have local bids for the project.

Recreational Vehicles (RVs) in Mobile Home Parks

Development Services Director Muzzarelli informed Council of Ordinance 3841, approved in October of 2014, which allowed RV use in mobile home parks to assist with the housing shortage. The Ordinance contained a sunset clause effective October 15, 2019. After discussion, Council agreed to allow the sunset clause to remain in effect. RVs currently located in mobile home parks would be allowed to remain, but would not be replaced once removed. Permits will no longer be issued.

Review September October 15th Council Agenda

The group reviewed the upcoming Council agenda.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 7:05 p.m.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Louise Carter-King, Mayor

Publication date: October 16, 2019



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing an Amendment to Ordinance 3872 and Associated Villas at Tenth Hole Estates Phase I, Planned Unit Development Plat, to be Known as the Final PUD Plat, a Resubdivision of Lots 17-28, Block 3, Villas at Tenth Hole Estates, Phase I, to the City of Gillette, Wyoming. (Planning Commission Vote: 4/0)

BACKGROUND:

Ordinance 1st Reading: 7/0

The Villas at Tenth Hole Estates are located south of the of the Country Club Golf Course along St. Andrews Lane, west of S Garner Lake Road. The owner is seeking to adjust the sizes of 12 lots by combining and reducing the number of lots from 12 to 8.

Planned Unit Development plats with the accompanying Draft Ordinance regulate the zoning components of the development. The Draft Ordinance provides the zoning design components of the development. Specifically, the ordinance addresses the lot size minimums, building setback requirements, building footprint size and parking. All other aspects of the ordinance governing the existing developed lots will remain unchanged and continue to follow the previous Ordinance No. 3872.

Each existing lot is currently served by water, sewer and electrical. Prior to the recording of the final plat, the owner shall provide a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat. Further the owner is required to remove and replace the existing street light and associated wiring which is to be installed to the City of Gillette minimum standards. This item shall also be completed prior to the filing of a final plat.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve an Ordinance Approving and Authorizing an Amendment to Ordinance 3872 and Associated Villas at Tenth Hole Estates Phase I, Planned Unit Development Plat, to be known as the Final PUD Plat, A Resubdivision of Lots 17-28, Block 3, Villas at Tenth Hole Estates, Phase I, to the City of Gillette, Wyoming, on Second Reading.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:**Click to download**

- ☐ [Pre-Meeting Minutes](#)
- ☐ [Regular Meeting Minutes](#)
- ☐ [Planning Requirements](#)
- ☐ [Vicinity Map](#)
- ☐ [Plat](#)
- ☐ [Ordinance](#)

CITY PLANNING COMMISSION
MINUTES OF THE PRE-MEETING WORKSHOP
ENGINEERING CONFERENCE ROOM – CITY HALL
September 24, 2019 – 6:00 p.m.

The September 10, 2019, Pre-Meeting Workshop of the City of Gillette Planning Commission convened at 6:30 p.m. in the Engineering Conference Room, located on the second floor of City Hall. Planning Commission Members present were Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ryan Conklin, and Ted Jerred. Those present from the City of Gillette were Annie Mayfield, Planning & GIS Manager; and Clark Sanders, Planner.

Discussion was held on the case(s) to be presented at the regular meeting to follow.

The Pre-Meeting Workshop adjourned at 7:55 p.m.

Minutes taken and prepared by:

Clark Sanders
Planner

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall
September 24, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Reardon, Ryan Conklin, and Ted Jerred

Commission Members Absent: Jennifer Tuomela, Sheryl Martin, Trevor Matson.

Staff Present: Annie Mayfield, Planning & GIS Manager; and Clark Sanders, Planner

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of August 27, 2019. Ryan Conklin seconded the motion. Motion carried 4/0.

19.026SFPM-FINAL
PLAT-Antelope Valley
Bus Park Ph III Lots 14A
& 14B

The owner, T & M Properties LLC, is proposing to subdivide one lot into two; the total area of subdivision is 9.12 acres, with Lot 14A being 4.12 acres and Lot 14B at 5 acres. Both lots will retain the current zoning of I-1, Light Industrial. Lot 14B will be accessed from a 30 ft. public access easement that is dedicated on the plat.

Any future site developments will be required to undergo site plan reviews.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Chairman Nielsen asked if there are utilities in the easement that runs north and south through the middle of the proposed lot 14B. Mr. Sanders indicated there is a sewer line running through the existing easement.

There being no further comments or questions, Ted Jerred made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

19.031PUDF-FINAL
PUD PLAT-Villas at
Tenth Hole Estates Ph. I

The owner, Gillette Land III, LLC, is seeking approval of an Amended Final Planned Unit Development Plat known as the Final PUD Plat, A Resubdivision of Lots 17-28, Block 3 of the Final PUD Plat, Villas at Tenth Hole Estates Phase I.

The owner is seeking to adjust the sizes of 12 lots by combining and reducing the number of lots from 12 to 8.

Each existing lot is currently served by water, sewer and electrical.

Prior to the recording of the final plat, the owner shall provide a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat. Further, the owner is required to remove and replace the existing street light and associated wiring which is to be installed to the City of Gillette minimum standards. This item shall also be completed prior to the filing of a final plat. 4 calls were received by Mr. Sanders which were general inquiries from neighboring residence wanting to know if multi-family house would be built on the proposed properties.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Vice-Chair Reardon asked if the PUD would open the door to allow for multi-family housing on the proposed lots. Mr. Sanders explained that Planned Unit Developments allow for an owner to set the zoning uses, setbacks, lot and building sizes, and parking. The uses in the PUD have been defined as single family homes, condominiums and townhomes which can be considered as multi-family house.

Vice-Chair Reardon asked if an owner can have any setbacks they want. Mr. Sanders explained the setbacks are defined by the PUD ordinance and all owners would be required to follow the defined setbacks.

Mr. Jerred asked for the definition of a townhome and duplex stating a townhome would be built over a property line with two (2) owners and a duplex is one (1) structures on one (1) lot with one (1) owner but two (2) units in the structure. Mr. Sanders confirmed that is how it is defined by the current ordinance.

Dick Doyle, Doyle Surveying, Inc. indicated he did not know for sure what the intent was but believes it would be single-family homes.

Ted Jerred indicated if it is the intent to have single-family homes there the proposed ordinance should indicate that and remove the language of multi-family.

Mike Stewart, 63 Wolf Creek Lane, expressed concern about whether or not there would be townhouses or multi-family homes.
Lori Kelley 59 Wolf Creek Lane, expressed concern about multi-family housing in their back yard.

A Motion was made by Ted Jerred made to amend language in proposed ordinance to remove "multi-family" and reduce the uses to "single-family" only. Seconded by Vice-Chair Reardon.

Vice-Chair Reardon asked about the minimum home size. Mr. Sanders indicated the ordinance does not define the minimum home size but does define the minimum and maximum lot size.

19.022ZA-ZONING
TEXT AMENDMENT-
Parking Lot
Maintenance

Amendment passed 4/0

There being no further comments or questions, Ted Jerred made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

The City of Gillette Planning Division is requesting a zoning text amendment to amend Section 16. Definitions, Section 9.b, Off Street Parking and Loading Requirements, and Section 5, Administration and Enforcement.

On July 2, 2019, the City Council gave consent for staff to research and proceed with a proposal to amend sections of the zoning code which address Off Street Parking and Loading Requirements as well as Administration, Enforcement and Definitions.

The Planning Division has worked closely with the City Attorney to craft language that provides the needed definitions and enforcement mechanisms to allow for notification and potential fines and abatement on private property regarding private parking lot and access maintenance.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Vice-Chair Reardon asked if the City will be hiring someone to inspect for violations or will this be complaint based enforcement. Mr. Sanders stated the City is not hiring another individual and it is complaint based enforcement.

Discussion regarding temporary measures required for potholes which an owner is not able to fix immediately. Mr. Jerred and Vice-Chair Reardon inquired if the draft-ordinance language allowed for the Zoning Administrator as the authority to enforce temporary measures, in particular during a 6-month grace period immediately following the approval of the City Council. Concern was expressed about owners not doing anything for 6 months if allowed a grace period.

Mr. Sanders explained the 6 month grace period is not part of the ordinance but as stated as part of the case background which would allow owners to arrange for contractors and weather to cooperate to repair violations.

Chairman Nielsen asked if this will be enforceable on governmental parking lots. Planning and GIS Manager, Annie Mayfield state, it is the responsibility of Public Works department to maintain city owned parking lots and rights of ways and if there are City owned parking lots or other governmental parking lots that receive complaints, we would look at those repairs.

Vice-Chair Reardon made a motion to amend wording: However temporary measures may be taken to minimize impact based on the

recommendation of the Zoning Administrator to protect residents and vehicles within the grace period. Ted Jerred seconded the motion.

Mr. Sanders asked if that information needs to be in the ordinance itself as that language was in the case background. Ted Jerred indicated he would like to see it as part of the ordinance with it to “sunset”

Amendment passed 4/0.

There being no further comments or questions, Vice-Chair Reardon made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there would be a meeting on October 8, 2019, and there will not be a meeting for October 22.

ADJOURNMENT

The meeting adjourned at 7:34 p.m.

Minutes taken and prepared by Clark Sanders, Planner

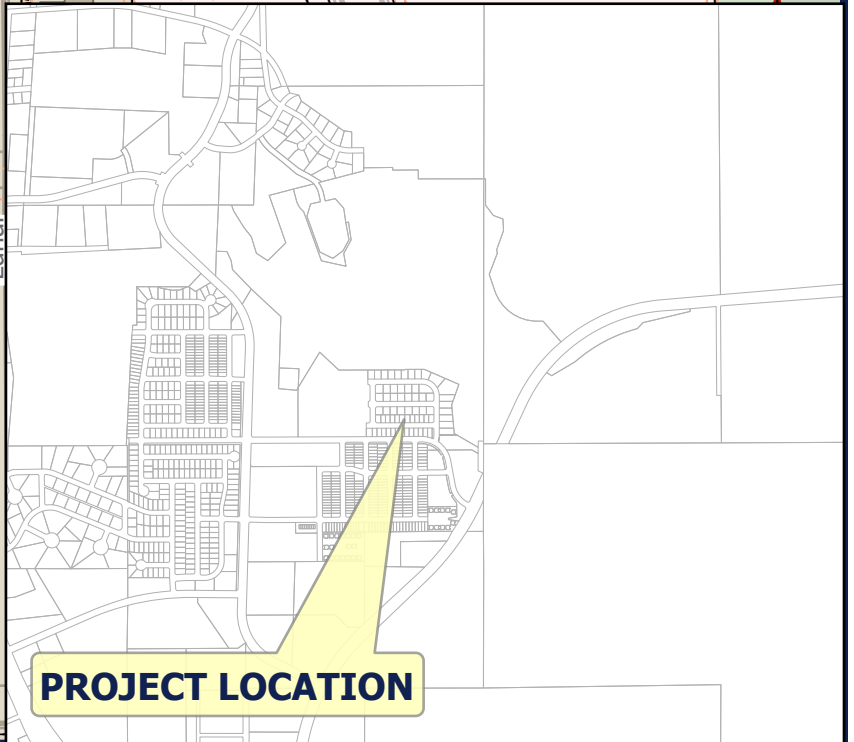
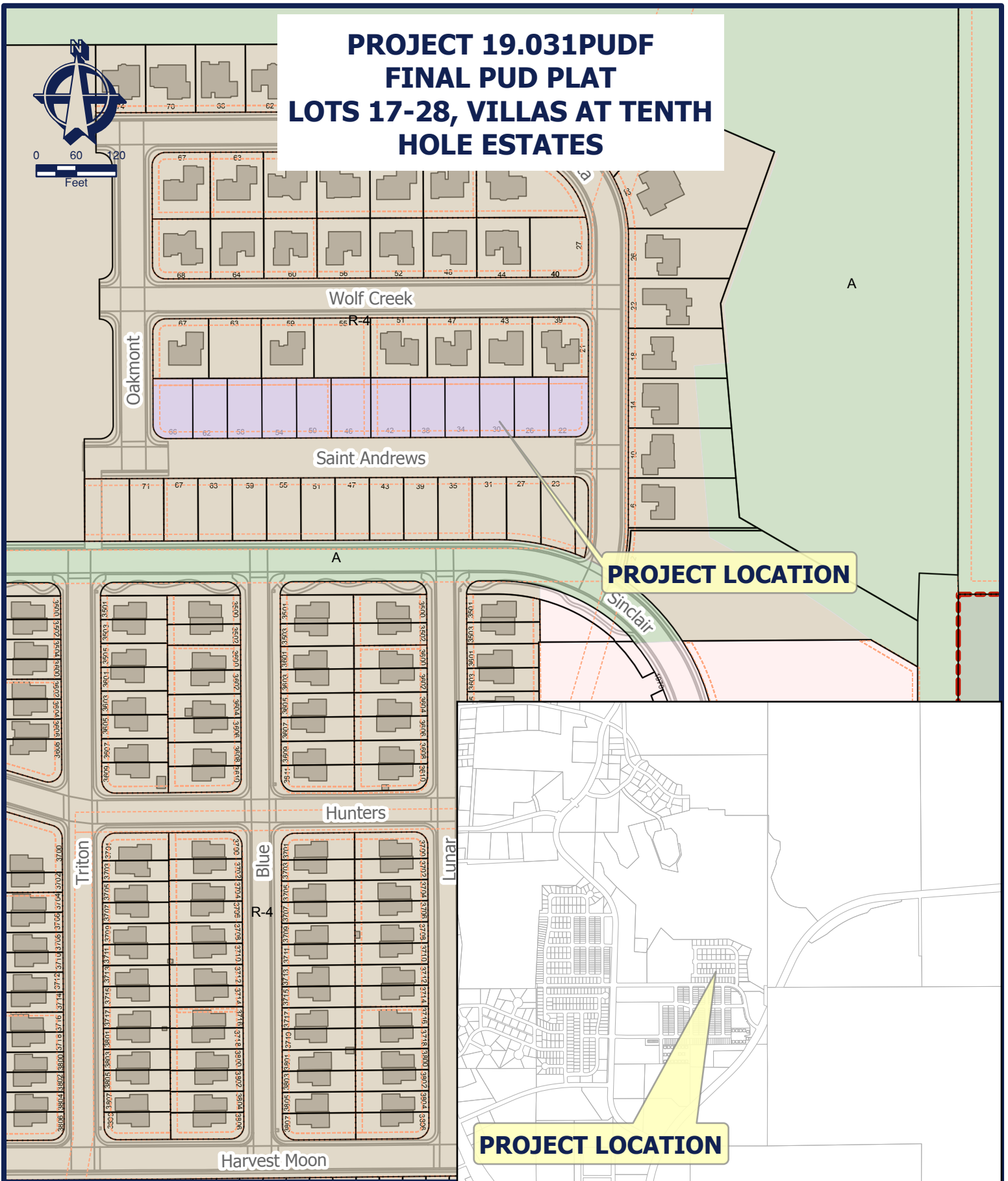
Planning Requirements

19.031PUDF

Final PUD Plat, - The Villas Tenth Hole Estates, Phase I

1. The applicant will address all comments and concerns in ePlans before submitting a final, signed mylar to be recorded by the Campbell County Clerk.
2. A recording fee of \$75 (seventy-five), payable to the Campbell County Clerk must be submitted with the final mylar.
3. A Service Line Agreement will need to be executed.
4. Street light and associated wiring shall be removed and relocated or an agreement and financial guarantee for such work shall be required prior to the filing of the final plat.
5. A Title Report needs to be submitted to the City Planning Division.
6. The Ordinance originally recorded with the Final Planned Unit Development Plat for The Villas at Legacy Ridge must be amended to include the newly established lots and submitted with the plat to be recorded. The recording fee for these documents must also be submitted with the final mylar.

PROJECT 19.031PUDF FINAL PUD PLAT LOTS 17-28, VILLAS AT TENTH HOLE ESTATES



CITY OF GILLETTE

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

9/6/2019 10:43 AM

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

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

DEDICATION

Know all men by these presents that the undersigned GILLETTE LAND III, LLC, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17-28, BLOCK 3, OF THE FINAL PUD PLAT, VILLAS AT TENTH HOLE ESTATES, PHASE I TO THE CITY OF GILLETTE being more particularly described as follows:

TO BE KNOWN AS:
FINAL PUD PLAT, Lots 17A, 18A, 19A, 20A, 21A, 22A, 23A AND 24A, BLOCK 3, OF THE FINAL PUD PLAT, VILLAS AT TENTH HOLE ESTATES, PHASE I, CITY OF GILLETTE

Said tract of land contains 1.346 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public. Drainage Easements, as designated on this plat, are hereby dedicated to the City of Gillette and its licensees for public use, to accommodate the flow or storage of storm water and shall be kept free of all fences, structures or other impediments.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, A.D., 20__

Owner: GILLETTE LAND III, LLC

Signed by _____
as _____ for GILLETTE LAND III, LLC

FINAL PUD PLAT

A RESUBDIVISION OF LOTS 17-28,BLOCK 3
OF THE FINAL PUD PLAT
VILLAS AT TENTH HOLE ESTATES
PHASE I
TO THE
CITY OF GILLETTE, WYOMING

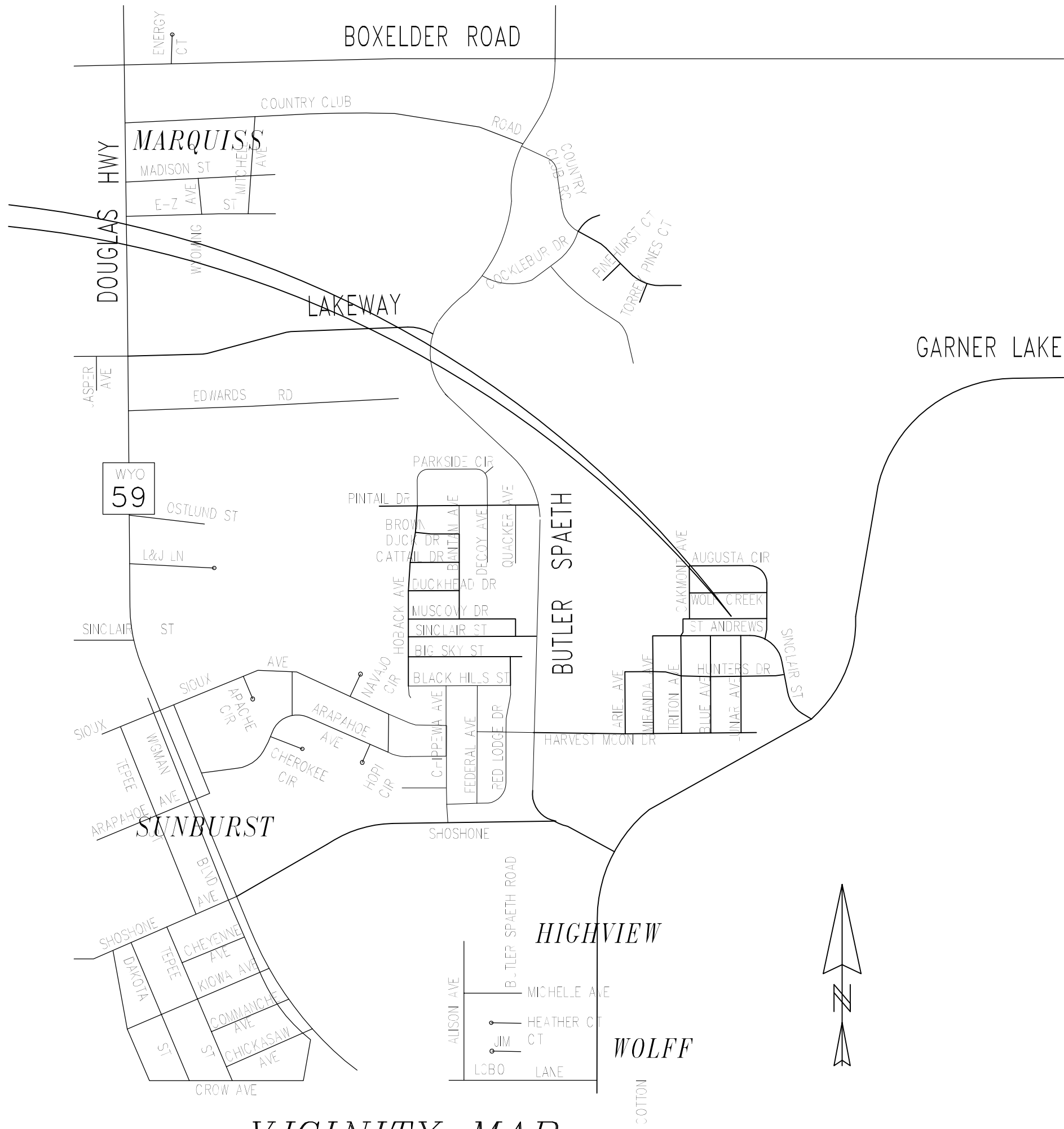
STATE OF _____)
) ss
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____
day of _____, A.D., 20____, by _____
as _____ for GILLETTE LAND III, LLC as a free
and voluntary act and deed.

Witness my hand and official seal.

Notary Public
My Commission Expires _____

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF
Lots 17-28, Block 3, VILLAS AT TENTH
HOLE ESTATES, BOOK 11 OF PLATS, PAGE
68 OF THE RECORDS OF THE CAMPBELL
COUNTY CLERK. ALL EARLIER PLAT OR
PORTIONS THEREOF, ENCOMPASSED BY THE
BOUNDARIES OF THIS PLAT ARE HEREBY
VACATED.



VICINITY MAP

NOT TO SCALE

APPROVALS

Data on this plat reviewed this _____ day of _____,
20____A.D., by the City Engineer of Gillette, Wyoming.

City Engineer _____

This plat approved by the City of Gillette Planning Commission
this _____ day of _____, 20____, A.D.

Chairman _____ Secretary _____

Approved by the City Council of the City of Gillette, Wyoming
this _____ day of _____, 20____, A.D.

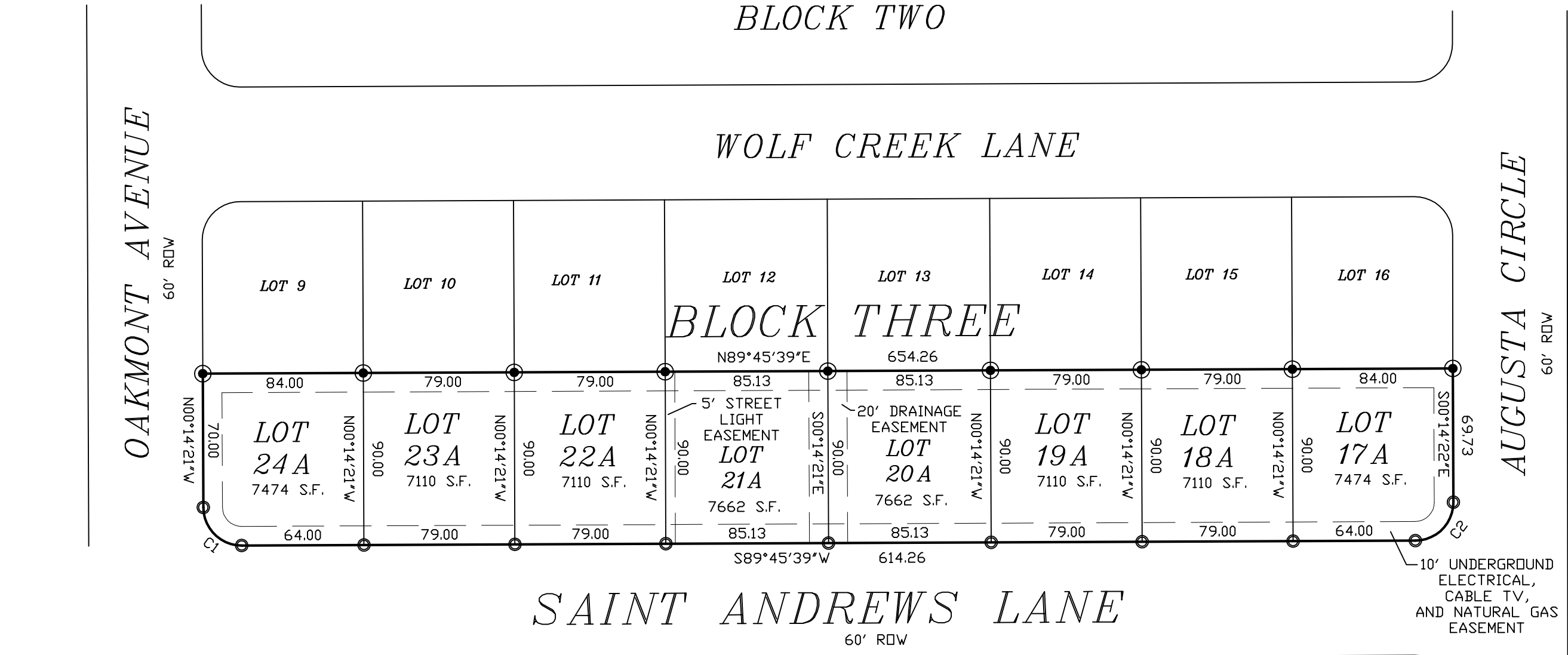
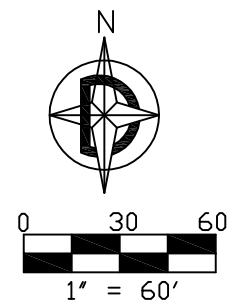
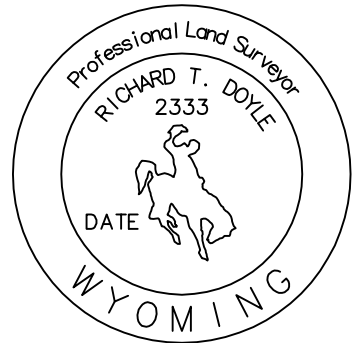
Mayor _____ City Clerk _____

This plat filed for record in the office of the County Clerk
and Recorder at _____ o'clock __m., _____
20 _____ A.D, and is duly recorded in Book _____ of Plats,
Page No. _____

County Clerk _____

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17-28, BLOCK 3 OF THE FINAL PUD PLAT, VILLAS AT TENTH HOLE ESTATES, PHASE I TO THE CITY OF GILLETTE, WYOMING, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.



CURVE TABLE					
CURVE	DELTA	ANGLE	RADIUS	ARC	CHORD
C1	90°00'00"	20.00'	31.42'	28.28'	S45°14'21"E
C2	90°00'00"	20.00'	31.42'	26.71'	N45°45'39"E

SUMMARY
TOTAL LOTS: 8
R.O.V. AREA: N/A
TOTAL AREA: 1.346 AC
ZONING: PUD OVERLAYING R-4

LEGEND

- FOUND 5/8" REBAR WITH SURVEY CAP
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

FINAL PUD PLAT

A RESUBDIVISION OF LOTS 17-28,
BLOCK 3 OF THE FINAL PUD PLAT
VILLAS AT TENTH HOLE ESTATES
PHASE I

PREPARED FOR: GILLETTE LAND III, LLC 888 N. LOGAN ST., STE 8GH DENVER, CO 80203	PREPARED BY: DOYLE SURVEYING INC. 801 E. Fourth St. Suite C-8 Gillette, WY 82716 PH: (307) 686-2410
--	--

DATE OF PREPARATION: AUGUST, 2019 SHT 1 OF 1

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3827 AND ASSOCIATED VILLAS AT TENTH HOLE ESTATES PHASE 1, PLANNED UNIT DEVELOPMENT PLAT TO BE KNOWN AS FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17-28, BLOCK 3, VILLAS AT TENTH HOLE ESTATES, PHASE I, TO THE CITY OF GILLETTE, WYOMING

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

SECTION 1. The zoning of the property legally described below will be changed by amending parts of a P.U.D. overlaying the existing R-4 Multiple Family Residential District for the Property, according to Section 12 and 15 of the Zoning Ordinance of the City of Gillette. Pursuant to City of Gillette Zoning Ordinance Section 3 b. (2), provision of this ordinance shall apply to all private lands within the corporate limits of the City of Gillette, Wyoming.

A PARCEL OF PROPERTY LOCATED WITHIN THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING DESCRIBED AS FOLLOWS:

FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17A-24A, BLOCK 3, VILLAS AT TENTH HOLE ESTATES, PHASE 1.

SAID PARCELS CONTAIN 1.346 ACRES, MORE OR LESS (the "Property"). Incorporated herein by reference is City of Gillette Ordinance No. 3827, *An Ordinance to approve the Final Plat for The Villas at Tenth Hole Estates, Planned Unit Residential Development in the City of Gillette, Wyoming by changing the zoning classification from R-4 to P.U.D., Planned Unit Development District*, hereinafter referred to herein as "Ordinance No. 3872".

No changes shall be made to any other property currently authorized under Ordinance No. 3872 and not specifically referenced herein as the "Property".

SECTION 2. This Amended Planned Unit Development zoning overlay was approved by the Gillette City Planning Commission on _____, 2019.

SECTION 3. In accordance with Section 15c. of the Zoning Ordinance of the City of Gillette, the following Project Specific Development Standards shall govern the **FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17-28, BLOCK 3, VILLAS AT TENTH HOLE, PHASE I** (the "Neighborhood") and the Property.

1. Permitted Uses:

- a. Single family dwelling
- b. Day Care (family child care home) with appropriate State license and operated from the provider's home with a special permit
- c. Accessory uses as permitted and defined in the City of Gillette Zoning Ordinance for the R-4 Multiple Family Residential District.

Multiple family dwelling(s) shall be excluded from the Neighborhood.

2. Additional Uses:

Those Additional Uses provided for in Ordinance No. 3872, including:

1. Storm water conveyance and detention facilities
2. Utility infrastructure

3. Minimum Lot Size:

That Minimum Lot Size provided for in Ordinance No. 3872:

7,110 sq. ft.

4. Maximum Lot Size:

7,662 sq. ft.

5. Maximum Height of Structure:

That Maximum Height of Structure provided for in Ordinance No. 3872:

Thirty-five feet (35')

6. Building/Lot Site Coverage:

- a. Maximum size of building footprint:

Existing Structures:	As already approved
Single-Family Detached Home:	4,000 square feet
Single-Family Detached Structure or Townhome:	4,000 square feet
Each Unit:	2,000 square feet

- b. Maximum percent of site coverage occupied by building: 60%

7. Minimum Setbacks on the Front, Side and Rear Yards:

- a. Those Minimum Setbacks on the Front, Side and Rear Yards provided for within Ordinance No. 3872.

8. Project Specific Unique Development or Design Standards:

The Neighborhood provides for the following features:

- Ranch style paired homes
- Attractively designed condominiums and townhomes
- Single-family detached homes

- A variety of housing alternatives to encourage a mix of young families, traditional families, and seniors and those looking to age in place
- Attractively landscaped common areas which buffer the neighborhood from Shoshone Avenue
- Consistent landscaping design from home to home
- Those Project Specific Unique Development or Design Standards provided for in Ordinance No. 3872.

9. Landscaping, Buffering and Screening Standards:

Those Landscaping, Buffering and Screening Standards provided for within Ordinance No. 3872.

10. Parking:

Each home shall have a two- or three-car garage and driveway that accommodates at least two cars.

SECTION 4. The **FINAL PUD PLAT, A RESUBDIVISION OF LOTS 17-28, BLOCK 3, VILLAS AT TENTH HOLE ESTATES, PHASE I**, in the City of Gillette is approved for filing with Campbell County Clerk and Ex-Officio Recorder of Deeds.

SECTION 5. This ordinance shall be in full force and effect upon its publication.

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

Louise Carter-King, Mayor

(Seal)
ATTEST:

Cindy Staskiewicz, City Clerk
Publish Date:



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

www.gillettewy.gov

DATE: 10/15/2019 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"/> Wire Transfers

Expenditure Approval Report
Check Approval Date of 10/15/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
99999-MISC RESTITUTIONS			
	100490	RESTITUTION PAYMENT FROM ANGELA MULKEY	80.00
	100491	RESTITUTION PAYMENT FROM BRENT ROBERTS	257.89
	100492	RESTITUTION PAYMENT FROM ASHLY HOOD	50.00
	100493	RESTITUTION PAYMENT FROM DEONNA FAJARDO	50.00
	100494	RESTITUTION PAYMENT FROM JORDAN SCHURGER	13.59
	100495	RESTITUTION PAYMENT FROM JORDAN SCHURGER	236.41
	100496	RESTITUTION PAYMENT FROM MALACHI GEIONETY	15.00
	100497	RESTITUTION PAYMENT FROM MAKANO DE CLERMONT	100.00
	100498	RESTITUTION PAYMENT FROM HOLLY ROUSH	50.00
	100499	RESTITUTION PAYMENT FROM CURTIS HOBSON	20.00
	100500	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	100501	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	100502	RESTITUTION PAYMENT FROM CHARLES JENNINGS	15.00
	100503	RESTITUTION PAYMENT FROM CHARLES JENNINGS	15.00
	100504	RESTITUTION PAYMENT FROM WAYNE BOIKE	166.00
	100505	BOND RETURN	680.00
		VENDOR TOTAL:	1,768.89
1511-NORCO INC			
	100578	CUSTODIAL INVENTORY	435.60
	100579	CUSTODIAL INVENTORY	157.69
	100581	OS INVENTORY	368.65
	100582	OS INVENTORY	573.61
		VENDOR TOTAL:	1,535.55
2066-SOURCE OFFICE PRODUCTS			
	100587	OS INVENTORY	1,580.94
	100588	OS INVENTORY	1,177.98
	100589	OS INVENTORY	1,470.06
		VENDOR TOTAL:	4,228.98

Expenditure Approval Report
Check Approval Date of 10/15/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2300-WESTERN STATIONERS			
	100597	OS INVENTORY	369.90
	100598	OS INVENTORY	54.24
	100599	OS INVENTORY	1,094.85
	100603	OS INVENTORY	1,031.48
	100604	OS INVENTORY	353.24
	100605	OS INVENTORY	142.80
VENDOR TOTAL:			3,046.51
DIVISION TOTAL:			10,579.93
DEPARTMENT TOTAL:			10,579.93

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1852-FEDERAL EXPRESS CORPORATION			
	100341	SHIPPING	91.21
		VENDOR TOTAL:	91.21
2487-LOUISE CARTER KING			
	100516	INTERNET REIMBURSEMENT	32.49
		VENDOR TOTAL:	32.49
2026-POKEYS BBQ			
	100445	SEPTEMBER CATERING	1,245.00
		VENDOR TOTAL:	1,245.00
1804-SIMPSON'S PRINTING			
	100444	AVENUE OF ART POSTCARDS	130.00
		VENDOR TOTAL:	130.00
1748-THAT EMBROIDERY PLACE			
	100345	BABY BLANKET	40.00
		VENDOR TOTAL:	40.00
2710-TIM CARSRUD			
	100515	INTERNET REIMBURSEMENT	30.90
		VENDOR TOTAL:	30.90
4118-WENDTLAND & WENDTLAND, LLP			
	100441	UNPAID BALANCE FROM INVOICE 10113	113.30
		VENDOR TOTAL:	113.30
		DIVISION TOTAL:	1,682.90
02-ADMINISTRATION			
3880-OUTLIERS CREATIVE, LLC			
	100256	ADVERTISING	800.00
		VENDOR TOTAL:	800.00
		DIVISION TOTAL:	800.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
03-PUBLIC ACCESS		
1606-DELL MARKETING LP		
100564	REPLACEMENT MONITORS	797.99
	VENDOR TOTAL:	797.99
	DIVISION TOTAL:	797.99
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
100519	CITY WEST REMODEL PH II	59,560.94
100520	ANIMAL CONTROL BUILDING RENOV	16,758.53
	VENDOR TOTAL:	76,319.47
1285-CAMPBELL COUNTY PUBLIC LAND BOARD COMPLEX		
100449	HERITAGE CENTER/ENERGY HALL REMODEL	225,969.07
	VENDOR TOTAL:	225,969.07
2875-GILLETTE MAIN STREET		
100514	FY19/20 FUNDING	5,000.00
	VENDOR TOTAL:	5,000.00
1754-KADRMAS, LEE & JACKSON INC		
100275	ECSC - PLAYGROUND & SPLASH PARK	9,733.01
	VENDOR TOTAL:	9,733.01
1958-PCA ENGINEERING INC		
100527	2019 ENERGY SPORTS COMPLEX PRO	2,725.65
	VENDOR TOTAL:	2,725.65
3055-ZIONS BANK		
100367	ANNUAL TRUSTEE FEE GILLETTE COLLEGE PHII ST HSG	1,500.00
	VENDOR TOTAL:	1,500.00
	DIVISION TOTAL:	321,247.20
32-JUDICIAL		
2483-CAMPBELL COUNTY SHERIFF		
100346	AUGUST 2019 PRISONER BILLING	2,375.00
	VENDOR TOTAL:	2,375.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
32-JUDICIAL			
3981-CHARLES W ANDERSON			
	100351	CITY COURT JUDGE SERVICES	1,000.00
		VENDOR TOTAL:	1,000.00
2754-GOVOLUTION, LLC			
	100366	AUGUST 2019 CREDIT CARD FEES	48.70
		VENDOR TOTAL:	48.70
4003-MICHAEL STULKEN			
	100352	DEFENSE ATTORNEY	40.00
	100353	DEFENSE ATTORNEY	30.00
	100354	DEFENSE ATTORNEY	60.00
	100355	DEFENSE ATTORNEY	140.00
		VENDOR TOTAL:	270.00
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	892.15
		VENDOR TOTAL:	892.15
		DIVISION TOTAL:	4,585.85
		DEPARTMENT TOTAL:	329,113.94

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	1,253.98
		VENDOR TOTAL:	1,253.98
5555-MISC EMPLOYEE VENDOR			
	100472	TRAVEL REIMBURSEMENT	202.42
		VENDOR TOTAL:	202.42
		DIVISION TOTAL:	1,456.40
		DEPARTMENT TOTAL:	1,456.40

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1381-CITY OF GILLETTE		
100337	PETTY CASH REIMBURSEMENT 9/26/19	41.98
	VENDOR TOTAL:	41.98
1753-EMPLOYMENT TESTING SERVICES INC		
100342	POST ACCIDENT AND RANDOM DRUG TESTING	478.00
	VENDOR TOTAL:	478.00
	DIVISION TOTAL:	519.98
21-SAFETY		
1511-NORCO INC		
100268	SAFETY SUPPLIES	673.75
	VENDOR TOTAL:	673.75
2070-SOUTHERN COMPUTER WAREHOUSE		
100590	REPLACEMENT SCANNERS	892.15
	VENDOR TOTAL:	892.15
	DIVISION TOTAL:	1,565.90
	DEPARTMENT TOTAL:	2,085.88

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	626.99
		VENDOR TOTAL:	626.99
2754-GOVOLUTION, LLC			
	100366	AUGUST 2019 CREDIT CARD FEES	1,286.30
		VENDOR TOTAL:	1,286.30
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	5,352.90
		VENDOR TOTAL:	5,352.90
2435-WYOMING STATE			
	100323	NOTARY RENEWAL - L LOCKEN	30.00
		VENDOR TOTAL:	30.00
		DIVISION TOTAL:	7,296.19
26-CUSTOMER SERVICE			
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	5,642.91
		VENDOR TOTAL:	5,642.91
3369-POSTAL PROS SOUTHWEST INC			
	100447	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,058.20
	100448	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,044.28
		VENDOR TOTAL:	4,102.48
2066-SOURCE OFFICE PRODUCTS			
	100335	CALENDAR	73.49
		VENDOR TOTAL:	73.49
		DIVISION TOTAL:	9,818.88
27-PURCHASING			
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	1,784.30
		VENDOR TOTAL:	1,784.30
		DIVISION TOTAL:	1,784.30

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
31-CITY CLERK/PRINT SHOP			
1082-ARROW PRINTING AND GRAPHICS INC			
	100276	INVOICE/STATEMENT PAPER & RETURN ADDRESS ENVELOPES	255.05
		VENDOR TOTAL:	255.05
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	1,253.98
		VENDOR TOTAL:	1,253.98
2754-GOVOLUTION, LLC			
	100366	AUGUST 2019 CREDIT CARD FEES	38.20
		VENDOR TOTAL:	38.20
1482-NEWS RECORD			
	100446	SEPTEMBER ADVERTISING	4,728.00
		VENDOR TOTAL:	4,728.00
2300-WESTERN STATIONERS			
	100600	Paper and Supplies (For Dual S	827.20
	100601	Paper and Supplies (For Dual S	827.20
		VENDOR TOTAL:	1,654.40
		DIVISION TOTAL:	7,929.63
34-INFORMATION TECHNOLOGY			
1339-CDW GOVERNMENT INC			
	100324	SCANNING SOFTWARE	4,640.25
		VENDOR TOTAL:	4,640.25
2625-CHARTER MEDIA			
	100249	INTERNET	280.69
		VENDOR TOTAL:	280.69
1518-CROSS MATCH TECHNOLOGIES INC			
	100265	MAINTENANCE	1,160.80
		VENDOR TOTAL:	1,160.80
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	5,528.92
		VENDOR TOTAL:	5,528.92

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
3515-ELEMECH INC			
	100277	WATER LOAD OUT MAINTENANCE	3,400.00
		VENDOR TOTAL:	3,400.00
1313-MOTOROLA			
	100267	RADIO MAINTENANCE	16,097.09
		VENDOR TOTAL:	16,097.09
2546-NETMOTION WIRELESS INC			
	100575	NETMOTION RENEWAL	12,664.97
		VENDOR TOTAL:	12,664.97
3679-PARTNER SOFTWARE INC			
	100266	SOFTWARE	466.91
		VENDOR TOTAL:	466.91
2974-SALTUS TECHNOLOGIES, LLC			
	100273	INCODE ECITATON INTERFACE	2,500.00
		VENDOR TOTAL:	2,500.00
2179-TYLER TECHNOLOGIES INC			
	100325	MUNIS DISASTER RECOVERY	30,000.00
		VENDOR TOTAL:	30,000.00
2222-VERIZON WIRELESS			
	100250	CELLULAR	1,717.69
		VENDOR TOTAL:	1,717.69
2247-VISIONARY COMMUNICATIONS			
	100251	INTERNET	668.71
		VENDOR TOTAL:	668.71
		DIVISION TOTAL:	79,126.03
		DEPARTMENT TOTAL:	105,955.03

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2483-CAMPBELL COUNTY SHERIFF			
	100346	AUGUST 2019 PRISONER BILLING	2,975.00
		VENDOR TOTAL:	2,975.00
1381-CITY OF GILLETTE			
	100337	PETTY CASH REIMBURSEMENT 9/26/19	44.00
		VENDOR TOTAL:	44.00
2597-CRAIG FURMAN			
	100348	DUI BLOOD DRAW	50.00
		VENDOR TOTAL:	50.00
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	6,896.89
	100565	REPLACEMENT MONITORS	1,758.30
		VENDOR TOTAL:	8,655.19
1798-ENTENMANN ROVIN COMPANY			
	100349	KLAUS K9 BADGE	126.75
	100350	DUKE K9 BADGE	125.75
		VENDOR TOTAL:	252.50
1852-FEDERAL EXPRESS CORPORATION			
	100341	SHIPPING	57.76
		VENDOR TOTAL:	57.76
1916-GALLS INC			
	100458	CHARLES EQUIPMENT	7.00
		VENDOR TOTAL:	7.00
2754-GOVOLUTION, LLC			
	100366	AUGUST 2019 CREDIT CARD FEES	36.40
		VENDOR TOTAL:	36.40
55555-MISC EMPLOYEE VENDOR			
	100471	FY19/20 BOOT ALLOWANCE	100.00
	100479	FY19/20 BOOT ALLOWANCE	100.00
	100480	FY19/20 BOOT ALLOWANCE	100.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
55555-MISC EMPLOYEE VENDOR			
	100481	FY19/20 BOOT ALLOWANCE	100.00
	100482	FY19/20 BOOT ALLOWANCE	100.00
		VENDOR TOTAL:	500.00
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	5,352.90
		VENDOR TOTAL:	5,352.90
		DIVISION TOTAL:	17,930.75
41-DISPATCH			
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	892.15
		VENDOR TOTAL:	892.15
		DIVISION TOTAL:	892.15
42-VOCA/VAWA			
1082-ARROW PRINTING AND GRAPHICS INC			
	100347	BUSINESS CARDS - VICTIM SERVICES	37.00
		VENDOR TOTAL:	37.00
		DIVISION TOTAL:	37.00
44-ANIMAL CONTROL			
2754-GOVOLUTION, LLC			
	100366	AUGUST 2019 CREDIT CARD FEES	82.70
		VENDOR TOTAL:	82.70
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	892.15
		VENDOR TOTAL:	892.15
		DIVISION TOTAL:	974.85
45-ANIMAL SHELTER			
55555-MISC EMPLOYEE VENDOR			
	100467	REIMBURSEMENT	90.00
	100468	REIMBURSEMENT	13.25
		VENDOR TOTAL:	103.25

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
77777-MISC ONE TIME VENDOR			
	100464	RABIES REFUND	12.00
	100465	RABIES REFUND	6.00
		VENDOR TOTAL:	18.00
2163-ZOETIS INC			
	100247	VACCINATIONS	172.00
	100248	VACCINATIONS	129.00
		VENDOR TOTAL:	301.00
		DIVISION TOTAL:	422.25
		DEPARTMENT TOTAL:	20,257.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-MAINT OF CITY BUILDINGS		
1040-ALSCO		
100334	RUG CLEANING	43.19
100357	RUG CLEANING	16.80
100362	RUG CLEANING	54.24
100391	RUG CLEANING	54.24
100392	RUG CLEANING	16.80
	VENDOR TOTAL:	185.27
1716-EDGE CONSTRUCTION SUPPLY		
100359	TEMP ACO KENNELS	106.38
	VENDOR TOTAL:	106.38
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
100328	FIRE STATION #3 HEATER	140.96
100358	HVAC REPAIRS AT WAREHOUSE	127.26
	VENDOR TOTAL:	268.22
3690-PRO WINDMILL INC		
100327	PEST SPRAYING - CITY BUILDINGS	575.00
	VENDOR TOTAL:	575.00
2116-RAPID FIRE PROTECTION INC		
100387	FIRE SYSTEM INSPECTION	245.00
100388	FIRE SYSTEM INSPECTION	245.00
100389	FIRE SYSTEM INSPECTION	245.00
	VENDOR TOTAL:	735.00
	DIVISION TOTAL:	1,869.87
50-PUBLIC WORKS ADMIN		
1764-JLC SIGN SYSTEMS INC		
100385	NAME PLATES FOR PARKS BOARD	27.60
	VENDOR TOTAL:	27.60

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
50-PUBLIC WORKS ADMIN		
2070-SOUTHERN COMPUTER WAREHOUSE		
100590	REPLACEMENT SCANNERS	1,784.30
	VENDOR TOTAL:	1,784.30
	DIVISION TOTAL:	1,811.90
51-PARKS		
1040-ALSCO		
100332	UNIFORM CLEANING	35.60
100333	UNIFORM CLEANING	5.10
100360	UNIFORM CLEANING	35.60
100361	UNIFORM CLEANING	5.10
100380	UNIFORM CLEANING	5.10
100381	UNIFORM CLEANING	35.60
	VENDOR TOTAL:	122.10
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
100384	ANTELOPE VALLEY WATER	768.85
	VENDOR TOTAL:	768.85
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
100383	CRESTVIEW WATER	204.00
	VENDOR TOTAL:	204.00
55555-MISC EMPLOYEE VENDOR		
100470	SAFETY BOOT REIMBURSEMENT	75.00
	VENDOR TOTAL:	75.00
1910-OVERHEAD DOOR CO OF GILLETTE		
100331	REPAIRS	98.00
	VENDOR TOTAL:	98.00
2261-WARNE CHEMICAL & EQUIPMENT CO		
100330	LITTLE LEAGUE FIELDS	1,036.00
100442	WEED CONTROL SPRAYING PARKS	77.70
	VENDOR TOTAL:	1,113.70

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
DIVISION TOTAL:		2,381.65
54-STREETS		
1040-ALSCO		
100356	UNIFORM CLEANING	45.90
100382	UNIFORM CLEANING	45.90
VENDOR TOTAL:		91.80
2958-LINE FINDERS, LLC		
100373	CONTRACT DRAINAGE CULVERT CLEANING	1,558.75
VENDOR TOTAL:		1,558.75
1511-NORCO INC		
100372	SEPTEMBER 2019 CYLINDER RENT	37.14
VENDOR TOTAL:		37.14
1802-SIMON CONTRACTORS		
100374	EMULSION FOR PATCH TRUCK	189.00
100376	ROCK	104.94
VENDOR TOTAL:		293.94
DIVISION TOTAL:		1,981.63
62-TRAFFIC SAFETY		
2071-PROELECTRIC INC		
100329	TRAFFIC SIGNAL INSPECTION AND REPAIRS	2,254.71
VENDOR TOTAL:		2,254.71
DIVISION TOTAL:		2,254.71
DEPARTMENT TOTAL:		10,299.76

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
35-GEOGRAPHIC INFO SYSTEMS		
2070-SOUTHERN COMPUTER WAREHOUSE		
100590	REPLACEMENT SCANNERS	892.15
	VENDOR TOTAL:	892.15
	DIVISION TOTAL:	892.15
60-ENGINEERING		
1606-DELL MARKETING LP		
100564	REPLACEMENT MONITORS	1,595.98
	VENDOR TOTAL:	1,595.98
2432-WYOMING DEPT OF TRANSPORTATION		
100517	FOX PARK AND SINCLAIR	33.75
	VENDOR TOTAL:	33.75
	DIVISION TOTAL:	1,629.73
61-BUILDING INSPECTION		
2754-GOVOLUTION, LLC		
100366	AUGUST 2019 CREDIT CARD FEES	40.00
	VENDOR TOTAL:	40.00
2070-SOUTHERN COMPUTER WAREHOUSE		
100591	REPLACEMENT SCANNERS	2,758.68
	VENDOR TOTAL:	2,758.68
2375-WYOMING CONFERENCE BUILDING OFFICAL		
100252	REGISTRATION - K ROGERS	150.00
	VENDOR TOTAL:	150.00
	DIVISION TOTAL:	2,948.68
63-PLANNING		
1606-DELL MARKETING LP		
100564	REPLACEMENT MONITORS	1,253.98
	VENDOR TOTAL:	1,253.98
	DIVISION TOTAL:	1,253.98
	DEPARTMENT TOTAL:	6,724.54
	FUND TOTAL:	486,472.48

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1909-G AND G LANDSCAPING INC			
	100269	IRRIGATION REPAIR	690.62
		VENDOR TOTAL:	690.62
2778-GW CONSTRUCTION, LLC			
	100518	2019 DRAINAGE - SAGE BLUFFS PA	62,099.10
		VENDOR TOTAL:	62,099.10
1450-HDR ENGINEERING INC			
	100528	2019 SANITARY SEWER MAIN REPLA	18,345.31
		VENDOR TOTAL:	18,345.31
1560-HLADKY CONSTRUCTION			
	100536	DALBEY PARK TO GILLETTE COLLEG	37,649.30
		VENDOR TOTAL:	37,649.30
1589-HOT IRON			
	100529	2019 SANITARY SEWER MAIN REPLA	73,083.80
	100531	2019 WATER MAIN REPLACEMENT	315,842.17
		VENDOR TOTAL:	388,925.97
1754-KADRMAS, LEE & JACKSON INC			
	100522	PMS 2020	5,088.85
	100530	2019 WATER MAIN REPLACEMENT	34,907.50
		VENDOR TOTAL:	39,996.35
1312-MORRISON MAIERLE INC			
	100535	WATER TANK REHAB Z1-R2	395.37
		VENDOR TOTAL:	395.37
1958-PCA ENGINEERING INC			
	100524	PMS 2019	45,496.46
		VENDOR TOTAL:	45,496.46
2071-PROELECTRIC INC			
	100253	LITTLE LEAGUE IRRIGATION IMPROVEMENTS	127.00
		VENDOR TOTAL:	127.00

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1802-SIMON CONTRACTORS			
	100526	PMS 2018	788,393.04
		VENDOR TOTAL:	788,393.04
3623-STRUCTURAL DYNAMICS LLC			
	100523	GURLEY OVERPASS 2019 ANNUAL IN	4,550.00
		VENDOR TOTAL:	4,550.00
2432-WYOMING DEPT OF TRANSPORTATION			
	100525	HWY 50 - LAKEWAY TO SOUTHERN (5,011.63
		VENDOR TOTAL:	5,011.63
		DIVISION TOTAL:	1,391,680.15
		DEPARTMENT TOTAL:	1,391,680.15
		FUND TOTAL:	1,391,680.15

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1381-CITY OF GILLETTE		
100443	WATER	6.50
	VENDOR TOTAL:	6.50
1852-FEDERAL EXPRESS CORPORATION		
100339	SHIPPING	20.80
100341	SHIPPING	39.73
	VENDOR TOTAL:	60.53
2071-PROELECTRIC INC		
100510	ELECTRICIAN MAINTENANCE SERVIC	5,205.55
	VENDOR TOTAL:	5,205.55
	DIVISION TOTAL:	5,272.58
	DEPARTMENT TOTAL:	5,272.58
	FUND TOTAL:	5,272.58

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2625-CHARTER MEDIA			
	100249	INTERNET	126.11
		VENDOR TOTAL:	126.11
77777-MISC ONE TIME VENDOR			
	100459	EE EMANAGER INERVIEW TRAVEL REIMBURSEMENT	288.71
	100460	IRRIGATION SYSTEM REBATE	273.50
	100461	IRRIGATION SYSTEM REBATE	152.00
		VENDOR TOTAL:	714.21
1482-NEWS RECORD			
	100446	SEPTEMBER ADVERTISING	300.00
		VENDOR TOTAL:	300.00
2222-VERIZON WIRELESS			
	100250	CELLULAR	1,787.80
		VENDOR TOTAL:	1,787.80
2247-VISIONARY COMMUNICATIONS			
	100251	INTERNET	300.43
		VENDOR TOTAL:	300.43
2300-WESTERN STATIONERS			
	100600	Paper and Supplies (For Dual S	112.80
	100601	Paper and Supplies (For Dual S	112.80
		VENDOR TOTAL:	225.60
		DIVISION TOTAL:	3,454.15
76-SCADA			
2289-WESCO DISTRIBUTION INC			
	100433	ZEP UTILISHELF WITH GASKETS	522.52
		VENDOR TOTAL:	522.52
		DIVISION TOTAL:	522.52
		DEPARTMENT TOTAL:	3,976.67
		FUND TOTAL:	3,976.67

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
100378	UNIFORM CLEANING	39.64
100379	UNIFORM CLEANING	39.64
	VENDOR TOTAL:	79.28
2789-SERIO-US INDUSTRIES		
100586	LOCKS FOR DUMPSTERS	1,741.01
	VENDOR TOTAL:	1,741.01
2303-WESTERN WASTE SOLUTIONS INC		
100377	RECYCLING	3,644.40
	VENDOR TOTAL:	3,644.40
	DIVISION TOTAL:	5,464.69
	DEPARTMENT TOTAL:	5,464.69
	FUND TOTAL:	5,464.69

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
77777-MISC ONE TIME VENDOR			
	100462	WATER RECAPTURE FEE	5,063.46
VENDOR TOTAL:			5,063.46
DIVISION TOTAL:			5,063.46
DEPARTMENT TOTAL:			5,063.46

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1040-ALSCO			
	100261	UNIFORM CLEANING	45.74
	100343	UNIFORM CLEANING	26.50
		VENDOR TOTAL:	72.24
1060-AMERICAN WATER WORKS			
	100262	"NO OPERATOR NOT WATER" T-SHIRTS	240.00
		VENDOR TOTAL:	240.00
2484-CAMPBELL COUNTY TREASURER			
	100438	1ST HALF PROPERTY TAX - BENNOR STATES MAINT ROAD	300.00
		VENDOR TOTAL:	300.00
1684-DRM INC			
	100272	BUTLER SPAETH & BOXELDER WATER LEAK	27,359.43
		VENDOR TOTAL:	27,359.43
1852-FEDERAL EXPRESS CORPORATION			
	100341	SHIPPING	275.00
		VENDOR TOTAL:	275.00
1892-FRANDSON SAFETY INC			
	100344	MULTI-GAS MONITOR CALIBRATION	132.00
		VENDOR TOTAL:	132.00
1107-LIQUIVISION TECHNOLOGY			
	100246	Z1-R1 REPAIR	9,448.00
		VENDOR TOTAL:	9,448.00
55555-MISC EMPLOYEE VENDOR			
	100469	TRAVEL REIMBURSEMENT	240.12
	100478	TRAVEL REIMBURSEMENT	139.20
		VENDOR TOTAL:	379.32
1312-MORRISON MAIERLE INC			
	100521	MADISON PUMP STATION ROOF REPL	7,900.07
		VENDOR TOTAL:	7,900.07

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1325-MUNICIPAL ENERGY AGENCY OF NEBRASKA		
100258	FIRST INSTALLMENT FOR WATER COST OF SERVICE STUDY	6,145.00
	VENDOR TOTAL:	6,145.00
1511-NORCO INC		
100436	SEPTEMBER 2019 CYLINDER RENT	47.04
	VENDOR TOTAL:	47.04
1958-PCA ENGINEERING INC		
100435	MISC TESTING - BOXELDER/BUTLER SPAETH	421.35
	VENDOR TOTAL:	421.35
2071-PROELECTRIC INC		
100263	ELECTRICAL WORK Z1R2	5,813.91
	VENDOR TOTAL:	5,813.91
2125-RED TIGER WELL SERVICE		
100437	WELL M-6	614.75
	VENDOR TOTAL:	614.75
1802-SIMON CONTRACTORS		
100434	S-22 ROAD	221.50
	VENDOR TOTAL:	221.50
3623-STRUCTURAL DYNAMICS LLC		
100532	DONKEY CREEK #1 ARC FLASH UPGR	10,304.00
100533	DONKEY CREEK #1 ARC FLASH UPGR	1,344.00
	VENDOR TOTAL:	11,648.00
	DIVISION TOTAL:	71,017.61
77-SWIMMING POOL		
1279-CAMPBELL COUNTY PARKS AND RECREATION DEPT		
100456	AUGUST 2019 CITY POOL OPERATIONS	25,381.53
	VENDOR TOTAL:	25,381.53
1802-SIMON CONTRACTORS		
100260	CITY POOL DRAINAGE PROJECT	49.00
100375	CITY POOL DRAINAGE	350.26

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
77-SWIMMING POOL			
1802-SIMON CONTRACTORS			
	100376	ROCK	200.76
VENDOR TOTAL:			600.02
DIVISION TOTAL:			25,981.55
DEPARTMENT TOTAL:			96,999.16
FUND TOTAL:			102,062.62

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2683-ENERGY SHARE OF WYOMING			
	100257	FY19/20 1ST QTR ENERGY SHARE	172.71
VENDOR TOTAL:			172.71
88888-MISC UTILITY OVERPAYMENTS			
	100218	UE 32708 4528 RUNNING W	76.23
	100219	UE 24928 328 MILLS	42.19
	100220	UE 17882 1024 ELON	72.12
	100222	UE 4732 2417 DOGWOOD	20.80
	100223	UE 35206 707 EXPRESS	166.06
	100230	UE 27552 4303 LEXINGTON	23.17
	100231	UE 11350 805 MOUNTAIN VIEW	187.74
	100232	UE 33696 824 GURLEY	98.41
	100233	UE 12814 3 CRESTVIEW	20.79
	100234	UE 9034 600 RICHARDS	94.83
	100235	UE 9762 347 WESTHILLS	159.91
	100236	UE 9036 401 6TH	155.24
	100237	UE 27234 1001 DESERT HILLS	114.11
	100239	UE 40096 2505 LEDOUX	180.64
	100240	UE 35164 705 EXPRESS	174.12
	100241	UE 39174 2102 MINT	15.25
	100242	UE 35280 709 EXPRESS	168.19
	100243	UE 32358 4514 RUNNING W	27.65
	100244	UE 33534 822 GURLEY	29.23
	100245	UE 3244 1707 GILLETTE	93.77
	100466	SALES TAX REFUND	3,284.00
	100537	UE 4048 117 LAUREL	91.67
	100538	UE 31926 810 LARAMIE	186.01
	100539	UE 4734 2417 DOGWOOD	109.42
	100540	UE 35412 717 EXPRESS	139.30
VENDOR TOTAL:			5,730.85

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
DIVISION TOTAL:		5,903.56
DEPARTMENT TOTAL:		5,903.56

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	100546	FR CLOTHING	2,146.23
		VENDOR TOTAL:	2,146.23
2484-CAMPBELL COUNTY TREASURER			
	100439	1ST HALF PROPERTY TAX - WYGEN III AND CTII	163,802.38
	100440	1ST HALF PROPERTY TAX - DISTRIBUTION (OTHER)	113,944.39
		VENDOR TOTAL:	277,746.77
3694-CITY OF TORRINGTON			
	100271	REIMBURSEMENT FOR FEDEX CHARGES	30.64
		VENDOR TOTAL:	30.64
1892-FRANDSON SAFETY INC			
	100264	MULTI-GAS MONITOR CALIBRATION	22.00
		VENDOR TOTAL:	22.00
3678-MARKEE ESCROW SERVICES, INC			
	100255	LOAN PAYMENT FOR SOUTHERN INDUSTRIAL ADDITION	153,549.56
		VENDOR TOTAL:	153,549.56
1264-MCM GENERAL CONTRACTORS			
	100506	ANNUAL TRENCHING AND BORING AG	1,810.06
	100507	ANNUAL TRENCHING AND BORING AG	35,325.56
		VENDOR TOTAL:	37,135.62
2071-PROELECTRIC INC			
	100508	ANNUAL MISCELLANEOUS ELECTRICAL	653.10
	100509	ANNUAL MISCELLANEOUS ELECTRICAL	1,053.90
		VENDOR TOTAL:	1,707.00
2198-STUART C IRBY CO			
	100541	RUBBER GOODS MAINTENANCE	191.13
		VENDOR TOTAL:	191.13
		DIVISION TOTAL:	472,528.95
		DEPARTMENT TOTAL:	472,528.95
		FUND TOTAL:	478,432.51

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	100322	UNIFORM CLEANING	134.82
	100371	UNIFORM CLEANING	110.70
	100454	UNIFORM CLEANING	139.92
		VENDOR TOTAL:	385.44
1182-BLACK CAT CONSTRUCTION LLC			
	100453	ELEVATE CATTLE GUARD IN ARLEY ACRES	2,431.24
		VENDOR TOTAL:	2,431.24
1211-BRENNTAG PACIFIC, INC			
	100318	CHEMICALS	12,948.89
		VENDOR TOTAL:	12,948.89
3894-CAMPBELL COUNTY LANDFILL			
	100455	SEPTEMBER 2019 WW LANDFILL CHARGES	837.00
		VENDOR TOTAL:	837.00
1519-CRUM ELECTRIC SUPPLY COMPANY			
	100316	PARTS	1.06
		VENDOR TOTAL:	1.06
1792-ENERGY LABORATORIES INC			
	100313	TESTING	11.00
	100314	TESTING	58.25
	100317	TESTING	24.50
	100320	TESTING	22.00
	100321	TESTING	32.00
	100370	TESTING	144.50
		VENDOR TOTAL:	292.25
1839-FALCON ENVIRONMENTAL CORPORATION			
	100312	PARTS	534.15
		VENDOR TOTAL:	534.15

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1852-FEDERAL EXPRESS CORPORATION			
	100338	SHIPPING	72.01
	100341	SHIPPING	46.22
		VENDOR TOTAL:	118.23
1892-FRANDSON SAFETY INC			
	100315	MULIT-GAS MONITOR CALIBRATION	88.00
		VENDOR TOTAL:	88.00
1999-HAWKINS INC			
	100311	CHEMICALS	8,316.00
		VENDOR TOTAL:	8,316.00
55555-MISC EMPLOYEE VENDOR			
	100483	SAFETY BOOT ALLOWANCE	75.00
		VENDOR TOTAL:	75.00
1262-MRC GLOBAL (US) INC			
	100451	CENTRIFUGE ACTVATOR	1,500.00
	100452	FREIGHT CHARGES FOR CENTRIFUGE ACTVATOR	74.76
		VENDOR TOTAL:	1,574.76
2071-PROELECTRIC INC			
	100450	UV DISINFECTION PROJECT	5,523.69
		VENDOR TOTAL:	5,523.69
1802-SIMON CONTRACTORS			
	100376	ROCK	220.25
		VENDOR TOTAL:	220.25
4121-TRUGRIT TRACTION, INC			
	100593	Cues CPR transporter wheels	2,256.80
		VENDOR TOTAL:	2,256.80
2391-WYOMING RENTS LLC			
	100319	RENTAL	1,225.00
		VENDOR TOTAL:	1,225.00
		DIVISION TOTAL:	36,827.76
		DEPARTMENT TOTAL:	36,827.76

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	FUND TOTAL:	36,827.76
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	Invoice Number	Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
2071-PROELECTRIC INC			
	100511	ELECTRICIAN MAINTENANCE SERVIC	1,131.80
	100512	ELECTRICIAN MAINTENANCE SERVIC	2,700.40
	100513	ELECTRICIAN MAINTENANCE SERVIC	289.00
		VENDOR TOTAL:	4,121.20
		DIVISION TOTAL:	4,121.20
		DEPARTMENT TOTAL:	4,121.20
		FUND TOTAL:	4,121.20

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	100363	RUG CLEANING	65.48
	100390	RUG CLEANING	65.48
		VENDOR TOTAL:	130.96
1397-COLLINS COMMUNICATIONS INC			
	100394	RADIO BATTERY	103.85
		VENDOR TOTAL:	103.85
1606-DELL MARKETING LP			
	100564	REPLACEMENT MONITORS	626.99
		VENDOR TOTAL:	626.99
1511-NORCO INC			
	100326	PARTS FOR REMODEL	187.68
		VENDOR TOTAL:	187.68
2116-RAPID FIRE PROTECTION INC			
	100386	FIRE SYSTEM INSPECTION	315.00
		VENDOR TOTAL:	315.00
		DIVISION TOTAL:	1,364.48
		DEPARTMENT TOTAL:	1,364.48
		FUND TOTAL:	1,364.48

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1197-BORDER STATES ELECTRIC			
	100547	ELECTRICAL INVENTORY	1,578.50
	100548	ELECTRICAL INVENTORY	3,590.00
	100549	ELECTRICAL INVENTORY	3,590.00
	100550	ELECTRICAL INVENTORY	2,862.80
	100551	ELECTRICAL INVENTORY	71.60
	100552	ELECTRICAL INVENTORY	311.46
	100553	ELECTRICAL INVENTORY	248.88
	100554	ELECTRICAL INVENTORY	80.40
	100555	ELECTRICAL INVENTORY	1,397.50
		VENDOR TOTAL:	13,731.14
1519-CRUM ELECTRIC SUPPLY COMPANY			
	100558	ELECTRICAL INVENTORY	956.33
	100559	ELECTRICAL INVENTORY	21,850.80
		VENDOR TOTAL:	22,807.13
1574-DANA KEPNER COMPANY INC			
	100563	WATER INVENTORY	693.50
		VENDOR TOTAL:	693.50
1422-GILLETTE CONTRACTORS SUPPLY INC			
	100557	PARKS INVENTORY	128.00
		VENDOR TOTAL:	128.00
3975-GRAY MATTER SYSTEMS, LLC			
	100607	ELECTRICAL INVENTORY	7,768.65
		VENDOR TOTAL:	7,768.65
1479-NEWMAN SIGNS INC			
	100576	TRAFFIC SAFETY INVENTORY	1,498.50
		VENDOR TOTAL:	1,498.50
1511-NORCO INC			
	100577	SAFETY INVENTORY	211.50
	100580	ELECTRICAL INVENTORY	189.12

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
		VENDOR TOTAL:	400.62
2289-WESCO DISTRIBUTION INC			
100594	ELECTRICAL INVENTORY		506.20
100595	ELECTRICAL INVENTORY		189.00
100596	ELECTRICAL INVENTORY		1,913.60
		VENDOR TOTAL:	2,608.80
2300-WESTERN STATIONERS			
100602	ELECTRICAL INVENTORY		58.00
		VENDOR TOTAL:	58.00
		DIVISION TOTAL:	49,694.34
		DEPARTMENT TOTAL:	49,694.34

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	100364	RUG CLEANING	30.13
	100365	RUG CLEANING	30.13
	100369	RUG CLEANING	30.13
		VENDOR TOTAL:	90.39
2070-SOUTHERN COMPUTER WAREHOUSE			
	100590	REPLACEMENT SCANNERS	1,784.30
		VENDOR TOTAL:	1,784.30
2263-WASTE CONNECTIONS OF WYOMING			
	100368	WARLOW YARD TRASH	540.75
		VENDOR TOTAL:	540.75
		DIVISION TOTAL:	2,415.44
		DEPARTMENT TOTAL:	2,415.44
		FUND TOTAL:	52,109.78

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1328-ADVANCE AUTO PARTS		
100543	VM INVENTORY	165.73
100544	VM INVENTORY	221.47
100545	VM INVENTORY	124.63
	VENDOR TOTAL:	511.83
2677-CENTRAL TRUCK & DIESEL INC		
100556	VM INVENTORY	190.70
	VENDOR TOTAL:	190.70
1525-CUMMINS ROCKY MOUNTAIN INC		
100560	VM INVENTORY	444.76
100561	VM INVENTORY	173.51
100562	VM INVENTORY	604.77
	VENDOR TOTAL:	1,223.04
1575-HOMAX OIL		
100567	VM INVENTORY	2,824.20
100568	VM INVENTORY	2,831.60
100569	VM INVENTORY	363.25
100570	VM INVENTORY	301.28
	VENDOR TOTAL:	6,320.33
3398-JACK'S TRUCK CENTER INC		
100571	VM INVENTORY	323.92
100572	VM INVENTORY	45.58
100573	VM INVENTORY	294.20
	VENDOR TOTAL:	663.70
3295-MCNEILUS TRUCK & MANUFACTURING		
100574	VM INVENTORY	568.50
	VENDOR TOTAL:	568.50
2123-RECORD SUPPLY INC NAPA		
100583	VM INVENTORY	109.60
100584	VM INVENTORY	84.00

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2123-RECORD SUPPLY INC NAPA		
100585	VM INVENTORY	86.04
	VENDOR TOTAL:	279.64
2320-TITAN MACHINERY INC		
100592	VM INVENTORY	962.80
	VENDOR TOTAL:	962.80
2386-WYOMING MARINE		
100606	VM INVENTORY	84.30
	VENDOR TOTAL:	84.30
	DIVISION TOTAL:	10,804.84
	DEPARTMENT TOTAL:	10,804.84

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
100423	PARTS	39.16
	VENDOR TOTAL:	39.16
1328-ADVANCE AUTO PARTS		
100287	PARTS	438.58
100288	PARTS	13.82
100401	PARTS	38.69
100403	PARTS	243.08
100404	PARTS	265.08
100406	PARTS	9.10
100412	PARTS	28.13
100413	PARTS	12.07
	VENDOR TOTAL:	1,048.55
1040-ALSCO		
100306	UNIFORM CLEANING	48.23
100431	UNIFORM CLEANING	43.13
	VENDOR TOTAL:	91.36
2238-AXON ENTERPRISE INC		
100418	SIGNAL UNIT	558.00
	VENDOR TOTAL:	558.00
1167-BIG HORN TIRE INC		
100291	TIRE	117.16
100299	TIRE REPAIR	24.50
100300	TIRES	405.80
100301	TIRE REPAIR	94.00
100303	TIRES	701.04
	VENDOR TOTAL:	1,342.50
4001-BRYAN MILLER		
100428	PARTS	389.00
100429	PARTS	454.00

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	843.00
2677-CENTRAL TRUCK & DIESEL INC		
100417	PARTS	378.47
	VENDOR TOTAL:	378.47
1525-CUMMINS ROCKY MOUNTAIN INC		
100295	PARTS	26.19
100432	PARTS	75.31
	VENDOR TOTAL:	101.50
1848-FASTENAL COMPANY		
100302	PARTS	238.55
100304	PARTS	606.75
	VENDOR TOTAL:	845.30
4128-GROSSENBURG IMPLEMENT INCORPORATED		
100298	PARTS	582.73
	VENDOR TOTAL:	582.73
1575-HOMAX OIL		
100297	GUARDOL	122.90
	VENDOR TOTAL:	122.90
1586-HONNEN EQUIPMENT COMPANY		
100416	REPAIRS	739.95
	VENDOR TOTAL:	739.95
3964-INLAND TRUCK PARTS		
100294	PARTS	162.83
100425	PARTS	51.02
100426	PARTS	36.04
100427	PARTS	84.25
	VENDOR TOTAL:	334.14
3398-JACK'S TRUCK CENTER INC		
100290	PARTS	44.92
100292	PARTS	98.90

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3398-JACK'S TRUCK CENTER INC		
100293	PARTS	41.36
100419	PARTS	53.13
100420	PARTS	190.89
100421	PARTS	83.32
	VENDOR TOTAL:	512.52
2197-LADONNA HATCH		
100296	SEAT REPAIR	375.00
100307	SEAT REPAIR	90.00
	VENDOR TOTAL:	465.00
3295-MCNEILUS TRUCK & MANUFACTURING		
100289	PARTS	137.75
	VENDOR TOTAL:	137.75
1291-MIDLAND IMPLEMENT CO INC		
100424	PARTS	447.37
	VENDOR TOTAL:	447.37
55555-MISC EMPLOYEE VENDOR		
100473	FY19/20 1ST QTR TOOL ALLOWANCE	300.00
100474	FY19/20 1ST QTR TOOL ALLOWANCE	300.00
100475	FY19/20 1ST QTR TOOL ALLOWANCE	300.00
100476	FY19/20 1ST QTR TOOL ALLOWANCE	300.00
100477	FY19/20 1ST QTR TOOL ALLOWANCE	300.00
	VENDOR TOTAL:	1,500.00
3929-PURVIS INDUSTRIES, LLC		
100308	PARTS	6.29
100309	PARTS	111.81
100310	PARTS	64.00
100414	PARTS	72.21
100415	PARTS	54.21
	VENDOR TOTAL:	308.52

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2123-RECORD SUPPLY INC NAPA		
100278	PARTS	9.02
100279	PARTS	6.77
100280	WARRANTY PARTS	-197.21
100281	PARTS	14.62
100282	PARTS	197.21
100283	PARTS	2.16
100284	PARTS	170.43
100395	PARTS	12.29
100396	PARTS	12.86
100397	PARTS	8.58
100398	PARTS	24.49
100399	PARTS	8.49
100402	PARTS	396.02
100405	PARTS	22.99
100407	PARTS	47.94
100408	PARTS	12.58
100410	PARTS	138.50
100411	PARTS	68.39
	VENDOR TOTAL:	956.13
2070-SOUTHERN COMPUTER WAREHOUSE		
100590	REPLACEMENT SCANNERS	892.15
	VENDOR TOTAL:	892.15
2309-WHITE'S FRONTIER MOTORS		
100285	PARTS	45.98
100286	PARTS	17.89
100400	PARTS	244.02
100409	PARTS	128.95
	VENDOR TOTAL:	436.84

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2385-WYOMING MACHINERY CO			
	100305	PARTS	60.63
	100422	PARTS	89.50
		VENDOR TOTAL:	150.13
		DIVISION TOTAL:	12,833.97
		DEPARTMENT TOTAL:	12,833.97
		FUND TOTAL:	23,638.81

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Invoice Number		Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
4100-SUPERIOR INTERNATIONAL INDUSTRIES INC			
	100608	REPLACEMENT HARMONY FREE NOTES	3,696.00
		VENDOR TOTAL:	3,696.00
		DIVISION TOTAL:	3,696.00
		DEPARTMENT TOTAL:	3,696.00
		FUND TOTAL:	3,696.00
		GRAND TOTAL:	2,595,119.73

Expenditure Approval Report
Check Approval Date of 09/30/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	100225	WEEKLY CLAIMS	1,861.81
		VENDOR TOTAL:	1,861.81
		DIVISION TOTAL:	1,861.81
		DEPARTMENT TOTAL:	1,861.81
		FUND TOTAL:	1,861.81

Expenditure Approval Report
Check Approval Date of 09/30/2019



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	100227	WEEKLY CLAIMS	194.30
	100228	WEEKLY CLAIMS AND PRESCRIPTION DRUG COSTS	168,583.93
VENDOR TOTAL:			168,778.23
DIVISION TOTAL:			168,778.23
DEPARTMENT TOTAL:			168,778.23
FUND TOTAL:			168,778.23
GRAND TOTAL:			170,640.04

Expenditure Approval Report
Check Approval Date of 10/07/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	100485	W/E 10/1/19 WEEKLY CLAIMS	3,797.31
		VENDOR TOTAL:	3,797.31
2435-WYOMING STATE			
	100486	SEPTEMBER 2019 SALES AND USE TAX	1.10
		VENDOR TOTAL:	1.10
		DIVISION TOTAL:	3,798.41
		DEPARTMENT TOTAL:	3,798.41
		FUND TOTAL:	3,798.41

Expenditure Approval Report
Check Approval Date of 10/07/2019



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
100486		SEPTEMBER 2019 SALES AND USE TAX	103,707.50
		VENDOR TOTAL:	103,707.50
		DIVISION TOTAL:	103,707.50
		DEPARTMENT TOTAL:	103,707.50

Expenditure Approval Report
Check Approval Date of 10/07/2019



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	100484	OCTOBER 2019 CTII GROUND LEASE	3,609.34
		VENDOR TOTAL:	3,609.34
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	100487	OCTOBER 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:	143,684.97

Expenditure Approval Report

Check Approval Date of 10/07/2019



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	100486	SEPTEMBER 2019 SALES AND USE TAX	103.50
		VENDOR TOTAL:	103.50
		DIVISION TOTAL:	103.50
		DEPARTMENT TOTAL:	103.50
		FUND TOTAL:	103.50

Expenditure Approval Report
Check Approval Date of 10/07/2019



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	100488	OCTOBER 2019 ADMIN FEES AND STOP/LOSS	64,362.66
	100489	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	45,677.63
VENDOR TOTAL:			110,040.29
DIVISION TOTAL:			110,040.29
DEPARTMENT TOTAL:			110,040.29
FUND TOTAL:			110,040.29
GRAND TOTAL:			257,627.17



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration for the Approval of a Resolution Authorizing Public Weather Emergency Advisories for the City of Gillette.

BACKGROUND:

Authorizes Weather advisories to the Public through all forms of media; and allows the City to post information regarding the levels of advisories on its website.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a Resolution Authorizing Public Weather Emergency Advisories for the City of Gillette.

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

☐ [Weather Advisory Resolution](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PUBLIC WEATHER EMERGENCY ADVISORIES
FOR THE CITY OF GILLETTE

WHEREAS, for the health, safety and welfare of the City of Gillette, Wyoming, the City utilizes two (2) levels of Weather Emergency Advisories.

WHEREAS, In the event of a Weather Emergency, the City Administrator or his/her designee, notifies the public regarding the nature and extent of the Weather Emergency by level through all forms of available media, including but not limited to electronic mail, text message, telephone calls or messages, the City's mass notification system, posting on the City website, and/or local radio station(s), radio stations and the press.

WHEREAS, this Weather Emergency Advisories resolution is specifically authorized by WYO. STAT. § 15-1-103 (xli) (2019).

WHEREAS, the Council seeks to provide Weather Emergency Advisories to the public; and

WHEREAS, the Council seeks to provide information regarding the levels of Weather Emergency Advisories to the public.

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

1. The City of Gillette, Wyoming will post the following information regarding levels of Weather Emergency Advisories on its website:

a. A Level I Weather Emergency does not restrict travel; however, citizens should expect adverse road conditions, including but not limited to, icy roads, reduced visibility, and blowing and drifting snow. A Level I Weather Emergency requires the removal of vehicles from all snow emergency routes in accordance with Section 11-10 of the Gillette City Code. All City facilities remain open for business during a Level I Weather Emergency.

b. A Level II Weather Emergency advises against non-emergency travel in the City of Gillette. Citizens driving during a Level II Weather Emergency may encounter roads which are impassable; and will likely interfere with snow and storm damage removal as well as emergency services. All City facilities are closed for business during a Level II Weather Emergency. Although City facilities are closed, it is the responsibility of each citizen to determine whether their employer is open for business.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2019.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 10/15/2019 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 10/15/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2710-TIM CARSRUD			
	100515	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: 10/15/2019 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:

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☐ [Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 10/15/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	100516	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: 10/15/2019 7:00:00 PM

SUBJECT:

Food Bank of the Rockies - Victoria Ziton

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: 10/15/2019 7:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, to Amend Section 16 Definitions, Section 9.B., Off-Street Parking and Loading Requirements, and Section 5, Administration and Enforcement, Subject to all Planning Requirements.
(Planning Commission Vote: 4/0)

BACKGROUND:

Ordinance 1st Reading - 7/0

On July 2, 2019, the City Council gave consent for staff to research and proceed with a proposal to amend sections of the zoning code which address off-street parking and loading requirements as well as administration, enforcement and definitions.

The City Planning Division recognizes the improper maintenance of private parking lots and/or private right of ways or easements which are dedicated for public use has a direct bearing on health, safety, and welfare of the citizens of Gillette. Further, the improper maintenance has an impact on economic value and brings about blight, decay and decreased property values, and loss to both private and public revenues.

The Planning Division has worked closely with the City Attorney to craft language that provides the needed definitions and enforcement mechanisms to allow for notification and potential fines and abatement on private property regarding private parking lot and access maintenance.

In general, the proposed ordinance provides the following items:

1. Definitions of parking lot and access.
2. Access and parking lot maintenance requirements including but not limited to potholes; crumbling asphalt, concrete or any other surface covering and weeds.
3. Updated the Administration and Enforcement paragraph of the code to further define violations of the ordinance.
4. Updated the Zoning Administrator or authorized representative's regulation for enforcement as follows:
 - a. Written notice and order to the property owner of the violation.

- b. Notice and Order will state the nature of the violation, the ordinance provision violated, potential fines, penalties and abatement procedures.
- c. Order provides 10 working days to contact the Zoning Administrator to discuss the violation and plan for correction of the violation.
- d. At the discretion of the Zoning Administrator an extension may be granted.

5. Final notice, abatement, and appeal procedures.

6. Increase in fines from \$100 for each offense to a \$750 fine with each day of non-compliance with any provision of the zoning code shall constitute a separate offence.

The approval of this zoning text amendment will change the administration and enforcement for the entirety of the zoning code.

It is anticipated if approval from the City Council is obtained this Ordinance will go into effect immediately upon publication in the local newspaper. However, the City Planning Division will provide notifications to violators of the ordinance and allow for a grace period of 6 months due to the difficulty of weather and scheduling contractors for work. However temporary measures can be taken to minimize impact to residents and vehicles within the grace period.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of an Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, to Amend Section 16 Definitions, Section 9.B., Off-Street Parking and Loading Requirements, and Section 5, Administration and Enforcement; Subject to all Planning Requirements on Second Reading.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Pre-Meeting Minutes
<input type="checkbox"/> Regular Meeting Minutes
<input type="checkbox"/> Ordinance

CITY PLANNING COMMISSION
MINUTES OF THE PRE-MEETING WORKSHOP
ENGINEERING CONFERENCE ROOM – CITY HALL
September 24, 2019 – 6:00 p.m.

The September 10, 2019, Pre-Meeting Workshop of the City of Gillette Planning Commission convened at 6:30 p.m. in the Engineering Conference Room, located on the second floor of City Hall. Planning Commission Members present were Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ryan Conklin, and Ted Jerred. Those present from the City of Gillette were Annie Mayfield, Planning & GIS Manager; and Clark Sanders, Planner.

Discussion was held on the case(s) to be presented at the regular meeting to follow.

The Pre-Meeting Workshop adjourned at 7:55 p.m.

Minutes taken and prepared by:

Clark Sanders
Planner

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall
September 24, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Reardon, Ryan Conklin, and Ted Jerred

Commission Members Absent: Jennifer Tuomela, Sheryl Martin, Trevor Matson.

Staff Present: Annie Mayfield, Planning & GIS Manager; and Clark Sanders, Planner

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of August 27, 2019. Ryan Conklin seconded the motion. Motion carried 4/0.

19.026SFPM-FINAL
PLAT-Antelope Valley
Bus Park Ph III Lots 14A
& 14B

The owner, T & M Properties LLC, is proposing to subdivide one lot into two; the total area of subdivision is 9.12 acres, with Lot 14A being 4.12 acres and Lot 14B at 5 acres. Both lots will retain the current zoning of I-1, Light Industrial. Lot 14B will be accessed from a 30 ft. public access easement that is dedicated on the plat.

Any future site developments will be required to undergo site plan reviews.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Chairman Nielsen asked if there are utilities in the easement that runs north and south through the middle of the proposed lot 14B. Mr. Sanders indicated there is a sewer line running through the existing easement.

There being no further comments or questions, Ted Jerred made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

19.031PUDF-FINAL
PUD PLAT-Villas at
Tenth Hole Estates Ph. I

The owner, Gillette Land III, LLC, is seeking approval of an Amended Final Planned Unit Development Plat known as the Final PUD Plat, A Resubdivision of Lots 17-28, Block 3 of the Final PUD Plat, Villas at Tenth Hole Estates Phase I.

The owner is seeking to adjust the sizes of 12 lots by combining and reducing the number of lots from 12 to 8.

Each existing lot is currently served by water, sewer and electrical.

Prior to the recording of the final plat, the owner shall provide a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat. Further, the owner is required to remove and replace the existing street light and associated wiring which is to be installed to the City of Gillette minimum standards. This item shall also be completed prior to the filing of a final plat. 4 calls were received by Mr. Sanders which were general inquiries from neighboring residence wanting to know if multi-family house would be built on the proposed properties.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Vice-Chair Reardon asked if the PUD would open the door to allow for multi-family housing on the proposed lots. Mr. Sanders explained that Planned Unit Developments allow for an owner to set the zoning uses, setbacks, lot and building sizes, and parking. The uses in the PUD have been defined as single family homes, condominiums and townhomes which can be considered as multi-family house.

Vice-Chair Reardon asked if an owner can have any setbacks they want. Mr. Sanders explained the setbacks are defined by the PUD ordinance and all owners would be required to follow the defined setbacks.

Mr. Jerred asked for the definition of a townhome and duplex stating a townhome would be built over a property line with two (2) owners and a duplex is one (1) structures on one (1) lot with one (1) owner but two (2) units in the structure. Mr. Sanders confirmed that is how it is defined by the current ordinance.

Dick Doyle, Doyle Surveying, Inc. indicated he did not know for sure what the intent was but believes it would be single-family homes.

Ted Jerred indicated if it is the intent to have single-family homes there the proposed ordinance should indicate that and remove the language of multi-family.

Mike Stewart, 63 Wolf Creek Lane, expressed concern about whether or not there would be townhouses or multi-family homes.
Lori Kelley 59 Wolf Creek Lane, expressed concern about multi-family housing in their back yard.

A Motion was made by Ted Jerred made to amend language in proposed ordinance to remove "multi-family" and reduce the uses to "single-family" only. Seconded by Vice-Chair Reardon.

Vice-Chair Reardon asked about the minimum home size. Mr. Sanders indicated the ordinance does not define the minimum home size but does define the minimum and maximum lot size.

19.022ZA-ZONING
TEXT AMENDMENT-
Parking Lot
Maintenance

Amendment passed 4/0

There being no further comments or questions, Ted Jerred made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

The City of Gillette Planning Division is requesting a zoning text amendment to amend Section 16. Definitions, Section 9.b, Off Street Parking and Loading Requirements, and Section 5, Administration and Enforcement.

On July 2, 2019, the City Council gave consent for staff to research and proceed with a proposal to amend sections of the zoning code which address Off Street Parking and Loading Requirements as well as Administration, Enforcement and Definitions.

The Planning Division has worked closely with the City Attorney to craft language that provides the needed definitions and enforcement mechanisms to allow for notification and potential fines and abatement on private property regarding private parking lot and access maintenance.

Chairman Nielsen asked if there were any questions from the public or the Commission regarding the case.

Vice-Chair Reardon asked if the City will be hiring someone to inspect for violations or will this be complaint based enforcement. Mr. Sanders stated the City is not hiring another individual and it is complaint based enforcement.

Discussion regarding temporary measures required for potholes which an owner is not able to fix immediately. Mr. Jerred and Vice-Chair Reardon inquired if the draft-ordinance language allowed for the Zoning Administrator as the authority to enforce temporary measures, in particular during a 6-month grace period immediately following the approval of the City Council. Concern was expressed about owners not doing anything for 6 months if allowed a grace period.

Mr. Sanders explained the 6 month grace period is not part of the ordinance but as stated as part of the case background which would allow owners to arrange for contractors and weather to cooperate to repair violations.

Chairman Nielsen asked if this will be enforceable on governmental parking lots. Planning and GIS Manager, Annie Mayfield state, it is the responsibility of Public Works department to maintain city owned parking lots and rights of ways and if there are City owned parking lots or other governmental parking lots that receive complaints, we would look at those repairs.

Vice-Chair Reardon made a motion to amend wording: However temporary measures may be taken to minimize impact based on the

recommendation of the Zoning Administrator to protect residents and vehicles within the grace period. Ted Jerred seconded the motion.

Mr. Sanders asked if that information needs to be in the ordinance itself as that language was in the case background. Ted Jerred indicated he would like to see it as part of the ordinance with it to “sunset”

Amendment passed 4/0.

There being no further comments or questions, Vice-Chair Reardon made a motion to approve the case. Ryan Conklin seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there would be a meeting on October 8, 2019, and there will not be a meeting for October 22.

ADJOURNMENT

The meeting adjourned at 7:34 p.m.

Minutes taken and prepared by Clark Sanders, Planner

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING A ZONING TEXT AMENDMENT TO AMEND THE ZONING ORDINANCE OF THE CITY OF GILLETTE, WYOMING, TO AMEND SECTION 16 DEFINITIONS, SECTION 9.B., OFF-STREET PARKING AND LOADING REQUIREMENTS AND SECTION 5, ADMINISTRATION AND ENFORCEMENT; SUBJECT TO ALL PLANNING REQUIREMENTS

Whereas, it is necessary to define Parking Lot and Access and

Whereas, it is necessary for the health, safety and welfare of the City of Gillette, Wyoming to establish by ordinance requirements for the maintenance of private parking lots; access to public and private rights of way; and methods of administration and enforcement of this ordinance, and

Whereas, improper maintenance of private parking lots and/or private right of ways or easements dedicated to the public has a direct bearing on the economic value of the property. Improper maintenance of private parking lots and/or private right of ways or easements dedicated to the public brings about blight, decay, decreased property values, and loss of both private and public revenues and

Whereas, required maintenance of private parking lots and access to public and private rights of way necessitate the methods of administration, enforcement, and abatement be updated for the entire zoning ordinance.

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

SECTION ONE: City of Gillette Zoning Ordinance ("Code") Section 16. Definitions shall be amended to include the following:

Parking Lot: A defined area where patrons can park for a brief period of time while visiting a business

Access: A vehicle access way shared by and serving two or more lots not publicly maintained, regardless whether dedicated to the public, and accessible to public rights of way.

SECTION TWO: "Code" Section 9, Off Street Parking and Loading Requirements, Paragraph (b) Design, Use and Maintenance shall be amended to include item (10) Access and Parking Maintenance Requirements to read as follows:

(10) Access and Parking Lot Maintenance Requirements: Parking lots and public access easements shall be maintained by the owner of the property to prevent deterioration, including but not limited to: potholes; crumbling asphalt, concrete, or any other surface covering; or weeds. Additional vehicle or equipment parking storage areas as provided for in Section 9.b(3)(e) accessible to the public for use as a parking lot, shall be maintained to prevent deterioration.

SECTION THREE: "Code" Section 5, Administration and Enforcement, Paragraph (b) Inspection Agency shall be amended to read as follows:

1. Except as otherwise provided, the Zoning Administrator shall have primary responsibility for enforcing the provisions of the Zoning Code, including inspections for insuring compliance with those provisions of this code governing development of land and the use of structures. The Zoning Administrator shall establish and maintain rules and procedures for the conduct of inspections.

SECTION FOUR: "Code" Section 5, Administration and Enforcement, Paragraph (e) Violations, Penalties and Remedies shall be amended to read as follows:

1. No person shall locate, erect, construct, reconstruct, enlarge, change, maintain, or use any building or land in violation of this ordinance including but not limited to the following:
 - a. Erect, construct, reconstruct, remodel, alter, maintain, expand, move, or use of any building, structure, sign, or development on any land contrary to this ordinance.
 - b. Create, expand, replace, or change a nonconformity inconsistent with this ordinance.
 - c. Reduce lot area, setback, buffers, or open space below the minimum requirements in this ordinance.
 - d. Increase the density of any use of land or structure except in accordance with the requirements of this ordinance.
 - e. Fail to remove any sign installed, created, erected, or maintained in violation of this ordinance.
 - f. Fail to remove a temporary use once authorization for the temporary use has lapsed.
 - g. Fail to maintain private parking lots and access as required by this ordinance.
2. The Zoning Administrator or his authorized representatives shall order, in writing, the remedying of any violation as outlined below:
 - a. The Zoning Administrator Office shall provide a written notice and order to the property owner of the violation. Written notice may be served upon the property owner, agent, or applicant, or may be posted in a prominent location at the place of violation.
 - b. The Notice and Order shall state the nature of the violation, the ordinance provision violated, potential fines, penalties and abatement procedures. The property owner has ten working days from receipt of the notice to contact the Zoning Administrator to discuss the violation

and plan for correction of the violation. After Notice and the Order have been served, no work is allowed on any structure or tract of land covered by Notice or Order, except to correct the violation(s).

- c. The Zoning Administrator may, at his discretion, extend the deadline to correct any violation of the zoning code or require immediate temporary repair of any violation for the health, safety and welfare of the City. An extension or required temporary repair under the zoning code does not relieve any obligation to correct any violation. Failure to correct a violation under this section will be subject to abatement procedures, citation or both.
3. The Zoning Administrator is authorized to post a notice and abate the violation. Any City employee or City contractor is authorized to enter the property to abate the violation.
 - a. A final Notice shall be posted on the property and served personally or by certified mail with return receipt to the owner of the property, prior to abatement.
 - b. Unless the order is appealed to the Board of Adjustment within ten days of the posting of the final warning, the Zoning Administrator's office shall proceed to abate the violation. See Section 5.j for procedure to appeal to Board of Adjustment.
 - c. The Zoning Administrator's Office shall keep an accounting of the cost incurred by the city in the abatement of the violation, including incidental expenses. The Zoning Administrator's Office shall forward a bill to the owner of record of the property specifying the nature and costs of the work performed. If the cost of abatement remains unpaid for thirty (30) calendar days, the abatement of the property will be assessed against the property and placed on the City assessment roll constituting a special assessment and a lien upon the property.
4. In addition to the other remedies provided by Wyoming law, this ordinance shall be enforceable, by injunction, mandamus, or proceedings in abatement. Appeals from judgments rendered in any action instituted to enforce this ordinance shall be permitted and shall be in accordance with the general appeal provisions of this ordinance or the of Wyoming Rules of Civil Procedure.
5. Any person, firm or corporation, owner, lessee, occupant or otherwise, who violates this any provision of this ordinance, or any subsequent amendment may be cited in the Municipal Court and upon conviction is guilty of a misdemeanor punishable by a fine of up to seven hundred fifty dollars (\$750.00). Each day of non-compliance with any provision of the zoning code shall constitute a separate offence.

6. The City of Gillette, its employees, and contractors are not responsible for any damage to persons or property while enforcing this ordinance or any other ordinance, rule, regulation or law.

SECTION FIVE. This ordinance shall be in full force and effect on its effective date, _____, 2019.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2019.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 11, Section 11-10 of the Gillette City Code to Revise City Snow Routes and Snow Emergency Declarations.

BACKGROUND:

Ordinance 1st Reading: 6/0 (Councilman Montgomery absent)

Ordinance 2nd Reading: 7/0

Addition of four no parking snow routes from November 1 until March 31 each year; revision of the definition of Snow Emergency; and revision the definition of Snow Declarations to make clear that no citizen should rely on any internal City policy to guide their behavior during a Snow Emergency.

Revised Ordinance to eliminate above revision and replace with the Administrator, in his sole discretion, is authorized before, during, or after any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to prohibiting parking on any City street.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move to Approve an Ordinance to Amend Chapter 11, Section 11-10 of the Gillette City Code to Revise City Snow Routes and Snow Emergency Declarations on Second Reading on Third and Final Reading.

STAFF REFERENCE:

MAP - Anthony Reyes, City Attorney

ATTACHMENTS:

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☐ [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 11, SECTION 11-10 OF THE GILLETTE CITY CODE TO REVISE CITY SNOW ROUTES AND SNOW EMERGENCY DECLARATIONS.

WHEREAS, the Governing Body of the City of Gillette desires to amend Chapter 11, Section 11-10 of the Gillette City Code.

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

SECTION ONE. Section 11-10 of the Gillette City Code, is amended to read as follows:

§11-10. Snow Route and Snow Emergency Declarations.

(A) Definitions.

The following definitions shall apply in the interpretations and enforcement of this ordinance:

- (1) The “Administrator” is the City Administrator or his designated representative.
- (2) “Street” or “highway” means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
- (3) “Roadway” means that portion of a street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.
- (4) “Snow Routes” are clearly marked streets or portions of streets within the city with restricted parking during certain times of the year or during a Snow Emergency.
- (5) “Snow Emergency” a forecast for an accumulation of at least four (4) inches of snow from an accredited weather service, prohibiting parking on designated Snow Routes. When parking is prohibited by a Snow Emergency, the City shall request local radio, TV or cable stations, social media to broadcast announcements that all vehicles should be moved off the snow route within four (4) hours. (Ord. 3746, 1-3-2012)
- (6) “Snow Emergency Declaration” a declaration of Snow Emergency by the City Administrator stating that for the health, safety and welfare of the public, emergency travel restrictions on City Streets is necessary. **Snow Emergency Declarations do include any declarations made in accordance with any internal or administrative City Policies. As such,**

the public is not bound by and should not rely on or base any of its decisions on any declaration based on any internal or administrative City Policy regardless whether the information is made public.

(B) Snow Emergency

(1) Declarations of the Administrator

The Administrator shall utilize all forms of communication to publicly announce any Snow Emergency as soon as possible. The Administrator shall keep a record of the time and date when a Snow Emergency Declaration is announced to the public. The Administrator is authorized in any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to closing City streets to vehicular traffic.

(2) Termination of Snow Emergency by the Administrator.

The Administrator may terminate the Snow Emergency Declaration by notifying the public, when in the Administrator's sole discretion, the Snow Emergency conditions no longer exist.

(3) Provisions Temporarily Effective to Take Precedence.

Any provision of the Ordinance that is effective by Snow Emergency Declaration shall take precedence over other conflicting provisions of law normally in effect, except over provisions of law relating to traffic accidents, emergency travel or authorized emergency vehicles, or emergency traffic directions by a police officer. Any prohibition under this section shall remain in effect until terminated by the Administrator. No person shall park or drive any motor vehicle in violation of the terms of a Snow Emergency Declaration.

(C) Snow Routes.

(1) No Parking on Snow Routes;

Whenever there is a forecast for an accumulation of at least four (4) inches of snow from an accredited weather service, prohibiting parking on designated Snow Routes. When parking is prohibited by a Snow Emergency, the City shall request local radio, TV or cable stations, social media to broadcast announcements that all vehicles should be moved off of the snow route within 4 hours. (Ord. 3746, 1-3-2012)

(2) Signs to Mark Snow Routes.

On each street designated by the Ordinance as a Snow Route, special signs shall be posted with the wording "Emergency Snow Route. No Parking if over 4 inches". These signs shall be distinctive and uniform in appearance and shall be plainly readable to persons traveling on the street and highway. (Ord. 3746, 1-3-2012)

(3) Snow Routes Designated.

The following streets or portions of streets within the city are hereby designated as Snow Routes:

(a) The following streets or portions of streets within the city are hereby designated as Snow Routes:

- (i) 6th Street from Burma Road to Gillette Avenue.
- (ii) 4th Street from 4-J Road to Gurley Avenue.
- (iii) Gurley Avenue from 12th Street to 4th Street.
- (iv) 4-J Road from 2nd Street to 8th Street.
- (v) Brooks - 2nd Street to Warlow.
- (vi) 9th - Butler Spaeth to U. S. 59.
- (vii) Foothills Blvd. - U.S. 14-16 to Echeta Road.
- (viii) 7th Street - U.S. 59 to 4-J Road. (Ord. 3194, 12-18-01; Ord. 3746, 1-3-2012; Ord. 3795, 6-3-2013)

(b) The Administrator, in his sole discretion, is authorized before, during, or after any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to prohibiting parking on any City street.

(4) Parking after Snow removal.

In addition, to the parking prohibition in Section (3)(b)(i)-(iv), any other Snow Emergency under this section shall remain in effect until the Snow Route has been plowed and snow is no longer accumulating. While the Snow Emergency is in effect, no person shall park any vehicle on any portion of a Snow Route. Nothing in this section shall be construed to permit parking where parking is forbidden by any other provision of this ordinance or any other local, state or federal rule, regulation or law.

(5) Notification of Owners.

When a Snow Emergency occurs the police, whenever practicable, will attempt to identify the owners of vehicles parked on Snow Routes to relocate their vehicles prior to their removal. (Ord. 3746, 1-3-2012)

(6) Removal, Impounding, and Return of Vehicles.

(a) The police department is authorized to remove or have a vehicle removed from a street to the nearest garage, other designated facility owned by the City, or place of safety (including another location on a street) when:

(i) The vehicle is parked on a Snow Route during a Snow Emergency.

(ii) The vehicle is parked in violation of any City Parking Ordinance or other provision of law and is interfering with snow removal operations.

(b) When the City police department removes a vehicle from a street during a Snow Emergency, the City will provide notice in writing to the owner of the vehicle. If the vehicle is stored in a public or private garage, a copy of the notice will be provided to the owner of garage.

(c) If the City police department cannot determine the owner of the vehicle within three (3) days, a written report must be filed with the Wyoming Department of Transportation including the reasons for removal, and the name of the garage or place where the vehicle is stored.

(d) To recover a vehicle the owner must provide the City police department with their driver's license, registration for the vehicle, and sign a receipt for the return of the vehicle. The owner is responsible for all fees owed to any company towing and/or storing the vehicle. (Ord. 3746, 1-3-2012)

(e) The City police department is responsible for keeping a record of each vehicle removed in accordance with this section, including a description of the vehicle, license number, the date, time and location of vehicle removal, where it is stored, the name and address of its owner, if known, and any parking violation.

(f) This section shall be supplemental to any other provisions of Wyoming law authorizing the police department to remove vehicles.

(7) Evidence Vehicles Parked or Left in Violation of Ordinance.

Proof that the vehicle described in the citation was parked in violation of this ordinance, and proof that the defendant was registered owner at the time of the violation constitutes prima

facie evidence that the defendant was the person who parked the vehicle in violation of this Ordinance.

(D) Penalties.

Every person convicted of a violation of any provision of this Ordinance shall be punished by a fine of not more than two hundred dollars (\$200.00).

(E) Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance. (Ord 1045, 11-5-79; Ord. 1422, 2-7-83; Ord. 1915, 1-3-94)

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

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 14, Section 14 A of the Gillette City Code to Revise City Park Hours.

BACKGROUND:

Ordinance 1st Reading: 6/0 (Councilman Montgomery absent)

Ordinance 2nd Reading: 7/0

Revise ordinance to clarify City Park Hours.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve an Ordinance to Amend Chapter 14, Section 14 A of the Gillette City Code to Revise City Park Hours on Third and Final Reading.

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

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☐ [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14 A OF THE GILLETTE CITY
CODE TO REVISE CITY PARK HOURS.

WHEREAS, the Governing Body of the City of Gillette desires to amend Chapter 3, Section 14 A of the Gillette City Code.

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

SECTION ONE. §14-14 A of the Gillette City Code, is amended to read as follows:

§14-14. City of Gillette Park Regulations.

A. Gillette City Park hours are from 5:00 am until 11:00pm. No loitering in City Parks between the hours of 11:00pm and 5:00am.

PASSED, APPROVED, AND ADOPTED this ____day of October 2019.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign a Memorandum of Understanding to Provide Telecommunication Services Between the City of Gillette and Campbell County.

BACKGROUND:

The Campbell County Information Services Department has requested to lease a 2-Fiber connection between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office. The City of Gillette customarily offers the lease of dark fiber in its network to governmental agencies at a reduced rate, for the benefit of the community.

ACTUAL COST VS. BUDGET:

Campbell County will pay the City of Gillette a one time installation fee for two strands of fiber between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office at a cost of \$700.00 (\$350.00 per fiber) and an estimated construction cost of \$47,000.

In addition, Campbell County will pay the City of Gillette a monthly service fee of \$300.00 (\$150.00 per fiber).

Revenue received from this Memorandum of Understanding shall be deposited in the City's Fiber Fund No. 506.

SUGGESTED MOTION:

I Move for the Approval to Authorize the Mayor to Sign a Memorandum of Understanding to Provide Telecommunications Services between the City of Gillette and Campbell County.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Memorandum of Understanding to Provide Telecommunication Services](#)

V

MEMORANDUM OF UNDERSTANDING TO PROVIDE TELECOMMUNICATION SERVICES

This agreement is made and entered into between the City of Gillette, Wyoming (City) a municipal corporation, and a City of the first class, of 201 East Fifth Street, Gillette, Wyoming 82716 and Campbell County, Wyoming (County). City and County may all hereinafter be referred to jointly as "Parties". The Parties make this agreement.

PURPOSE.

The purpose of this agreement is to allow an interconnection between Campbell County Rockpile Museum and the Campbell County Sheriff's Office.

FEES

The County will pay the City a onetime installation fee for two strands of fiber at a cost of \$700.00 (\$350.00 per fiber) and an estimated construction cost of \$47,000 between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office. In addition, the County will pay the City a monthly service fee of \$300.00 (\$150.00 per fiber).

TERM OF AGREEMENT

This agreement will be effective upon completion of installation, and will continue for 12 months thereafter unless either party gives six months written notice. This agreement shall be deemed to have been renewed automatically for successive terms of one year unless either Party gives 90 days written notice of termination to the other party.

EQUIPMENT

The City will provide fiber patch panels and fiber optic cable necessary for the services listed in Exhibit A between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office. The City will also be responsible for all maintenance of the fiber and conduit between the patch panels. The County will be responsible for the cost and installation of the demarcation point on the outside of the Rockpile Museum building. The County will also be responsible for connectivity beyond the demarcation point.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

AGREEMENT AND APPROVAL

This agreement shall take effect upon the approval and final execution of the agreement by the Parties. The terms of this agreement shall bind the Parties 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. Any and all additional hardware or services that enter any County Facility must be approved by the County IT Director. It is understood the City may wish to supply services for others over the telecommunication racks; however, the intent to do so must be disclosed to the County.

CHOICE OF LAW AND VENUE

This agreement shall be governed by the law of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this agreement.

GOVERNMENTAL IMMUNITY.

The Parties do not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 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.

NOTICES

Any notice shall be given in writing personally delivered to the other party or by mail postage prepaid, to the addresses above.

Dated this 1st day of October, 2019

CITY OF GILLETTE:

Louise Carter-King, Mayor

Attest: Cindy Staskiewicz, City Clerk

CAMPBELL COUNTY:



Rusty Bell, Chairperson

Campbell County Commissions

Kindia Andusan

Susan Saunders, Campbell County Clerk

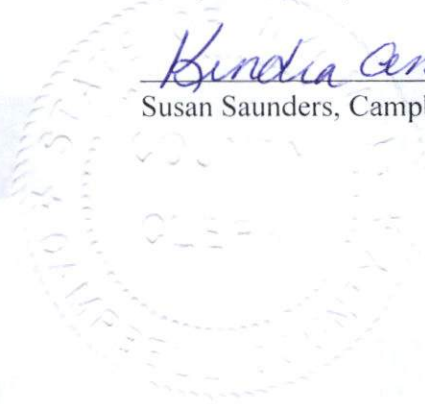
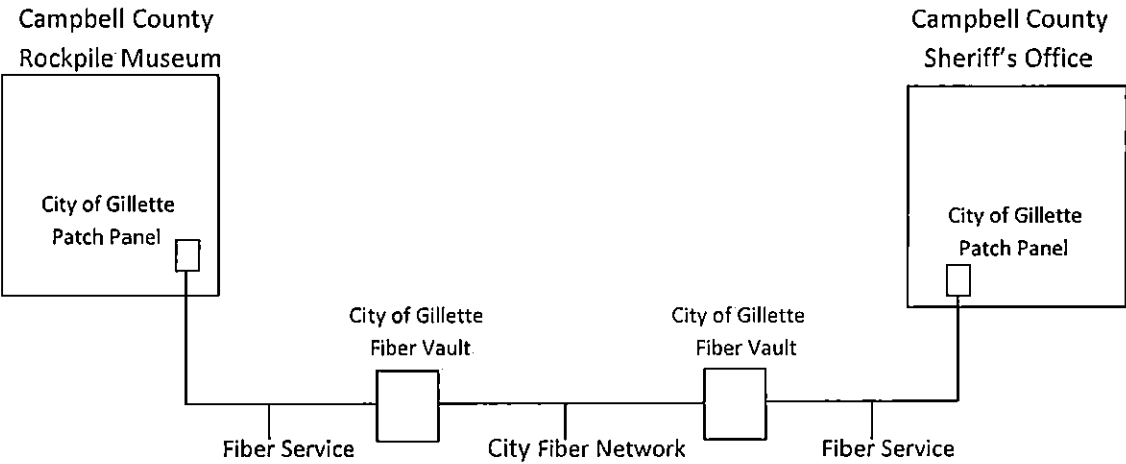


EXHIBIT “A”

The City will provide telecommunication services to the following circuits:





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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for the Gillette Regional Water Supply Project - Phase IV District Extensions to DOWL for Engineering Services in the Amount of \$213,235.00.

BACKGROUND:

This project will provide the design, bidding, and construction phase services for a regional connection for the Fox Ridge Improvement and Service District (ISD). DOWL will design the pipeline, valves, building, and all necessary appurtenances starting at the stub out left from the Gillette Regional Water Supply Phase II project at the Red Hills tank site to the District's connection point.

ACTUAL COST VS. BUDGET:

DOWL's fees for this project will be \$213,235.00 and includes design, 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 the Gillette Regional Water Supply Project - Phase IV District Extensions to DOWL for Engineering Services in the Amount of \$213,235.00.

STAFF REFERENCE:

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

ATTACHMENTS:

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☐ [Agreement](#)

☐ [Map](#)

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES



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

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

THIS IS AN AGREEMENT effective as of September 17, 2019 ("Effective Date") between
City of Gillette, Utilities Division, 611 North Exchange Ave, Gillette WY 82716 ("Owner") and
DOWL – 1901 Energy Court, Suite 170, Gillette WY 82718 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Gillette Regional Water Supply Project – Priority IV Fox Ridge (18UT02) ("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 and Construction Management for the project to extend wholesale water service to the Fox Ridge I&SD

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;

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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

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

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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:*

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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 otherwise in Exhibit J or 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 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

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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.

- 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, 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, 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 unless otherwise approved.
- 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.
 - 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.

- 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
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(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*

- A. *Indemnification by Engineer:* 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 to the extent caused by Engineer's failure to perform any of Engineer's duties and obligations hereunder or to the extent caused by 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 actions.

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 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

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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

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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.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, 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 K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such 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, Wyoming

Engineer: DOWL

By: _____

Print name: Louise Carter-King

Title: Mayor

Date Signed: _____

By: 

Print name: Mark Hines, PE

Title: Wyoming Managing Principal

Date Signed: 9/30/2019

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

ES-0159

State of: Wyoming

Address for Owner's receipt of notices:
201 E. 5th Street, PO Box 3003, Gillette WY 82717

Address for Engineer's receipt of notices:
1901 Energy Court, Suite 170, Gillette WY 82718

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Levi Jensen, PE]
Title: Utility Project Manager

Phone Number: 307-687-2534

E-Mail Address: levij@gillettewy.gov

Mark Hines, PE
Title: Project Manager

Phone Number: 307-257-8667

E-Mail Address: mhines@dowl.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 [October 15, 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: [None]
 - 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 [] 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

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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 [as identified in Appendix 1 of Exhibit A] days of the

Exhibit A – Engineer's Services

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Effective Date and review it with Owner. Within [21] 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 [after] 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*

- 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.

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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:
[None]
 10. Furnish ~~[] review copies of~~ the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner ~~within [as indicated in Appendix 1 of Exhibit A] days of authorization to proceed with this phase,~~ and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. 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 ~~[] copies of~~ the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ~~[] days~~ after receipt of Owner's comments.
- 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

- 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

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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:
[None]
10. Furnish for review by Owner, its legal counsel, and other advisors, [] 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 [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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11. 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 [] final copies of such documents to Owner within [] 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.

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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: **[None]**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

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 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

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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. *Reserved*.
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 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

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

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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:*
 - 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

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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).
 - 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

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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.
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: **[None]**
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.

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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]

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.

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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) 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

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- 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.
- 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. Reserved.
- 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.

Exhibit A – Engineer's Services

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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. Reserved.
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. Reserved.
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.

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.

Exhibit A – Engineer's Services

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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

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This is **Appendix 1 to EXHIBIT A**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Engineer's Scope of Services

EXHIBIT A of the Agreement is supplemented to include the following Engineering Scope of Services.

I. Study and Report Phase (10% Design)

DOWL will review the established water demands for Fox Ridge and the anticipated future service area and use this information to finalize pipe size and pressure classification. Using available base mapping, we will also prepare a conceptual design including transmission main alignment, control building location and hydraulic considerations. We will contact and coordinate with the developer and Campbell County Public Works regarding the proposed development. 10% design package deliverables will include a brief design memorandum, Project Plans, Project Manual (Table of Contents) and 10% Level of Engineer's Opinion of Probable Construction Cost (OPCC) Estimate.

II. Preliminary Design Phase (50% Design)

Under this task, DOWL will finalize the transmission main and design and include preliminary connection details, transmission main horizontal alignment, control building locations and layout. We will also perform geotechnical investigation, identify necessary easements, and summarize necessary permits. 50% design package deliverables will include an updated design memorandum, Project Plans, Project Manual (Contract & Technical Specifications), and 50% Level Engineer's OPCC Estimate.

Following acceptance of the recommended alignment, DOWL will begin work on permitting and easements. Anticipated permits include City of Gillette Permit to Construct and Campbell County Permit to Construct (district connection only) with the understanding that the transmission route will be situated in established public roads or on private easements. In reviewing the potential transmission route, DOWL anticipates up to four easements will be required for this project and we will perform necessary surveys and then submit certified legal descriptions and easement exhibits to the City. As usual, it is understood easements will be negotiated with landowners by the City.

III. Final Design Phase (90% Design)

Following the acceptance of easements, DOWL will proceed with the final design phase of the project. DOWL will also proceed with submitting permits for approval as soon as possible in this phase. 90% design package deliverables will include the design report, Project Plans, Project Manual (Contract & Technical Specifications), and 90% Level Engineer's OPCC Estimate. Comments from agencies and the owner will be incorporated into the final (100%) documents for bidding.

Exhibit A – Engineer's Services

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IV. Bidding Phase

DOWL will work closely with City Staff and assist with bidding the project. DOWL will provide five (5) hard copies and an electronic copy of the bidding documents, conduct a pre-bid meeting, answer bidder questions, issue necessary addenda, attending the bid opening, and providing a review and recommendation of a contract for award.

V. Construction Phase

DOWL will perform general project management and coordination during construction, including attendance of weekly construction progress meetings, review of submittals and shop drawings, addressing Contractor RFI's, Field Orders, and Change Orders, preparation and/or review of Engineer and Contractor pay requests, and preparation of substantial and final completion punch lists. Establish project survey control for Contractor to stake improvements. Provide survey control for contractor-furnished construction staking. Provide inspection services and weekly reports during construction. Provide material testing services under this contract, coordinate all testing required during construction, and provide any necessary interpretation of results.

Prepare, certify, and submit record drawings depicting as-constructed locations installed under this project. Perform any necessary field survey during construction to accurately complete this task. Provide as-built coordinate information in a format acceptable to the City's GIS division.

Prepare and submit construction contract close-out documents. Prepare and submit all necessary DEQ and other permit close-out documents.

Prepare and submit Operation and Maintenance Manuals that include step-by-step procedures for operation of all major equipment based on system design requirements and submittals provided by the Contractor and their equipment manufacturers.

Exhibit A – Engineer's Services

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This is **Appendix 2 to EXHIBIT A**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Estimated Project Schedule

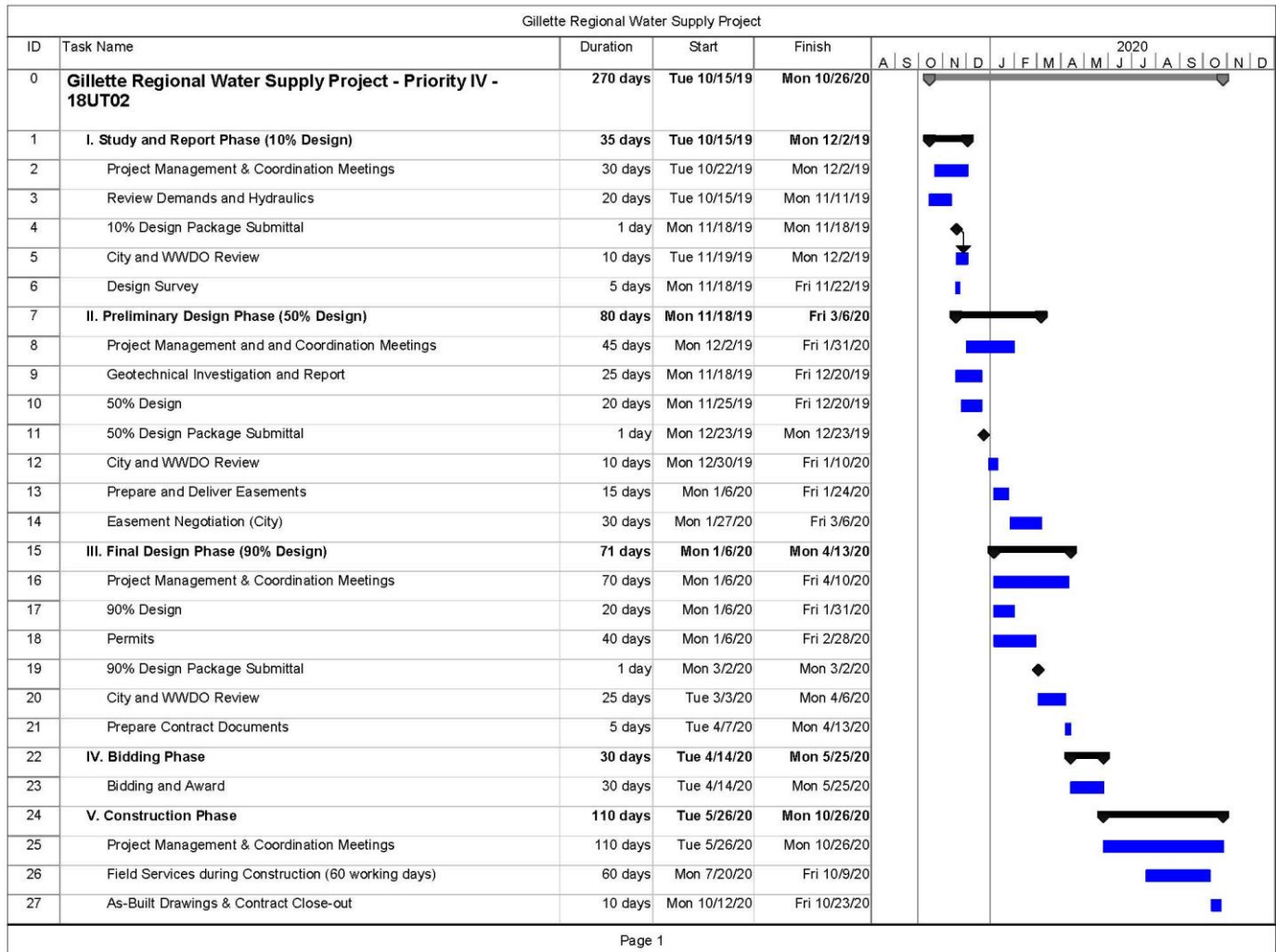


Exhibit A – Engineer’s Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 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

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. 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,

Exhibit B – Owner's Responsibilities

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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.
- 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.

Exhibit B – Owner's Responsibilities

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- 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

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This is **EXHIBIT C**, consisting of [6] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 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 (other than Resident Project Representative) – Standard Hourly Rates 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 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 \$[213,235.00] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[22,690.00]
b. Preliminary Design Phase	\$[37,860.00]
c. Final Design Phase	\$[25,520.00]
d. Bidding or Negotiating Phase	\$[7,165.00]
e. Construction Phase	\$[120,000.00]
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.

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]**.

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]**.
- 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.
- 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-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates 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 under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be [See C2.01.A.4.e] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [60 Working] day construction schedule.

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 Resident Project Representative or Post-Construction Basic 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; subsistence and transportation of Resident Project Representative and assistants; 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. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1].

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

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].

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. *Estimated Compensation Amounts:*
 - a. 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.
4. 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-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].

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].
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]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **[October 15, 2019]**.

Reimbursable Expenses Schedule

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

Survey Crews

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

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile \$0.54/mile MA
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

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

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

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

This is **Appendix 2 to EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:



Effective June 30, 2019
Until Further Notice
1 | Page

WYOMING FEE SCHEDULE

Personnel Billing Rates

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

Description	Rate	Description	Rate
Accounting Manager	\$155	Engineer VI	\$165
Accounting Technician	\$85	Engineer VII	\$180
Administrative Assistant	\$60	Engineer VIII	\$190
Administrative Manager	\$95	Engineer IX	\$215
Biologist I	\$100	Engineer X	\$230
Biologist II	\$110	Engineering Technician I	\$70
Biologist III	\$120	Engineering Technician II	\$80
Biologist IV	\$130	Engineering Technician III	\$90
Biologist V	\$175	Engineering Technician IV	\$115
CAD Drafter I	\$75	Engineering Technician V	\$120
CAD Drafter II	\$90	Engineering Technician VI	\$145
CAD Drafter III	\$100	Environmental Specialist I	\$90
CAD Drafter IV	\$110	Environmental Specialist II	\$105
CAD Drafter V	\$120	Environmental Specialist III	\$110
Civil and Transportation Designer	\$95	Environmental Specialist IV	\$135
Contract Administrator I	\$130	Environmental Specialist V	\$150
Contract Administrator II	\$155	Environmental Specialist VI	\$165
Corporate Development Manager	\$180	Environmental Specialist VII	\$180
Crew Chief I	\$90	Environmental Specialist VIII	\$190
Crew Chief II	\$100	Environmental Specialist IX	\$215
Crew Chief III	\$105	Environmental Specialist X	\$225
Crew Chief IV	\$115	Field Project Representative I	\$95
Crew Chief V	\$125	Field Project Representative II	\$105
Cultural Resources Specialist I	\$90	Field Project Representative III	\$135
Cultural Resources Specialist II	\$105	Geologist I	\$100
Cultural Resources Specialist III	\$115	Geologist II	\$110
Cultural Resources Specialist IV	\$135	Geologist III	\$120
Cultural Resources Specialist V	\$165	Geologist IV	\$140
Document Production Supervisor	\$120	Geologist V	\$165
Engineer I	\$90	GIS Technician	\$75
Engineer II	\$100	GIS Specialist	\$90
Engineer III	\$120	GIS Coordinator	\$140
Engineer IV	\$135	Graphics Designer	\$100
Engineer V	\$155	Inspector I	\$90

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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Inspector II	\$100	Professional Land Surveyor IX	\$170
Inspector III	\$105	Professional Land Surveyor X	\$190
Inspector - Supervisor	\$130	Project Assistant I	\$85
Intern I	\$50	Project Assistant II	\$100
Intern II	\$75	Project Administrator	\$100
Laboratory Supervisor	\$80	Project Controller	\$125
Laboratory Manager	\$95	Project Manager I	\$125
Landscape Architect I	\$100	Project Manager II	\$140
Landscape Architect II	\$115	Project Manager III	\$155
Landscape Architect III	\$130	Project Manager IV	\$170
Landscape Architect IV	\$145	Project Manager V	\$185
Landscape Architect V	\$160	Project Manager VI	\$200
Landscape Architect VI	\$170	Project Manager VII	\$215
Landscape Architect VII	\$180	Proposal Manager	\$110
Landscape Planner	\$105	Public Involvement Assistant	\$85
Lead Materials Technician	\$85	Public Involvement Planner	\$105
Marketing & Administrative Manager	\$180	Public Involvement Coordinator	\$115
Marketing Assistant	\$75	Public Involvement Program Manager	\$170
Marketing Coordinator	\$85	Real Estate Services Manager	\$150
Materials Technician	\$60	Right of Way Assistant	\$85
Materials Technician II	\$70	Right of Way Agent I	\$95
Materials Manager	\$85	Right of Way Agent II	\$110
Planner I	\$90	Right of Way Agent III	\$125
Planner II	\$105	Right of Way Agent IV	\$135
Planner III	\$125	Right of Way Agent V	\$150
Planner IV	\$145	Right of Way Agent VI	\$185
Planner V	\$160	Risk Manager	\$170
Planner VI	\$170	Senior CAD Drafter	\$135
Planner VII	\$180	Senior Civil and Transportation Designer	\$140
Planner VIII	\$190	Senior Manager I	\$200
Planner IX	\$210	Senior Manager II	\$220
Planner X	\$250	Senior Manager III	\$230
Professional Land Surveyor I	\$90	Senior Manager IV	\$265
Professional Land Surveyor II	\$100	Senior Manager V	\$275
Professional Land Surveyor III	\$110	Senior Manager VI	\$295
Professional Land Surveyor IV	\$120	Senior Materials Technician	\$75
Professional Land Surveyor V	\$130	Senior Proposal Manager	\$155
Professional Land Surveyor VI	\$135	Survey Crew Surveyor I	\$60
Professional Land Surveyor VII	\$145	Survey Crew Surveyor II	\$70
Professional Land Surveyor VIII	\$155	Survey Crew Surveyor III	\$80

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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Effective June 30, 2019
Until Further Notice
3 | Page

Survey Crew Surveyor IV	\$90	Survey Technician VI	\$105
Survey Crew Surveyor V	\$100	Survey Technician VII	\$110
Survey Technician I	\$55	Survey Technician VIII	\$120
Survey Technician II	\$65	Survey Technician IX	\$140
Survey Technician III	\$75	Survey Technician -- Supervisor	\$120
Survey Technician IV	\$85	Systems Administrator	\$125
Survey Technician V	\$95	Technical Coordinator	\$150

This is **EXHIBIT D**, consisting of **[5]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **[October 15, 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.
- 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 [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 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] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Reserved

This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 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	\$2,000,000

\$[]

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] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Reserved

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Reserved

This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 2019].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [October 15, 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
P.O. Box 3003
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2020 Water Main Replacement Project, with Morrison Maierle, Inc., in the Amount of \$440,000.00 (1% Project).

BACKGROUND:

This contract will consist of design and bidding services to complete the 2020 Water Main Replacement Project. The areas that have been identified and prioritized for this water main replacement are as follows:

1. E. 3rd Street from Hwy 59 to Gurley Avenue.
2. E. 4th Street from Hwy 59 to Gurley Avenue.
3. E. 5th Street from Hwy 59 to Gurley Avenue.
4. E. 6th Street from Hwy 59 to Gurley Avenue.
5. E. 7th Street from Hwy 59 to Gurley Avenue.

ACTUAL COST VS. BUDGET:

The cost for this Design and Bidding Professional Service Contract is \$440,000.00 which is 10.2% of the estimated construction cost of \$4,300,000.00 for the 2020 Water Main Replacement Project. The contract will be funded from the 1% Optional Sales Tax Fund Account #201-10-05-419-70-47410 which has \$5,700,000.00 budgeted for this project.

SUGGESTED MOTION:

I move for the Approval of a Professional Services Agreement for Design and Bidding Services Associated with the 2020 Water Main Replacement Project, with Morrison Maierle, Inc., in the Amount of \$440,000.00 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Agreement](#)

☐ [Site Map](#)

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

THIS IS AN AGREEMENT effective as of October 15, 2019 (“Effective date”) between

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

Morrison-Maierle, Inc., 2200 Foothills Blvd, Suite A, Gillette, WY 82716 (“Engineer”).

Owner intends to replace the existing water mains in 3rd Street, 4th Street, 5th Street, 6th Street, and 7th Street from HWY 59 to Gurley Avenue. Replace an existing Sanitary Sewer main in 5th Street from Hwy 59 to Gurley Avenue. Services shall be replaced to property boundaries. Curb to Curb street reconstruction will be done, except on 7th Street where an existing patch around the School has already been paved. This is known as the “2020 Water Main Replacement”. (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

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

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of

the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and 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. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from

any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall deliver the certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension.

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

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

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

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven 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.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven 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,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

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

dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

- property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by

registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

[a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 13 pages.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of 4 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 8 pages.
- ~~D. Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of 5 pages. Not Used.~~
- ~~E. Exhibit E, “Notice of Acceptability of Work,” consisting of 2 pages. Not Used.~~
- ~~F. Exhibit F, “Construction Cost Limit,” consisting of _____ pages. Not Used~~
- G. Exhibit G, “Insurance,” consisting of 3 pages.
- H. Exhibit H, “Dispute Resolution,” consisting of 1 pages.
- I. Exhibit I, “Allocation of Risks,” consisting of 3 pages.
- ~~J. Exhibit J, “Special Provisions,” consisting of _____ pages. Not Used~~
- K. Exhibit K, “Amendment to Owner-Engineer Agreement,” consisting of 2 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

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

Owner:

The City of Gillette, Wyoming

By: Louise Carter-King

Title: Mayor

Date

Signed: _____

Attest: _____

Address for giving notices:

201 E. 5th Street

Gillette, WY, 82716

Designated Representative (see Paragraph 8.03.A):

Steven Peterson, P.E.

Title: Capital Projects Coordinator

Phone Number: (307) 686-5265

Facsimile Number: (307) 686-0952

E-Mail Address: stevenp@gillettewy.gov

Engineer:

Morrison-Maierle, Inc.

Randy Bomar

By: Randy Bomar, P.E.

Title: Vice President

Date

Signed: 9/25/19

Engineer License or Certificate No. 6505

State of: Wyoming

Address for giving notices:

2200 Foothills Blvd.

Suite A

Gillette, WY 82718

Designated Representative (see Paragraph 8.03.A):

Zane Green, P.E.

Title: Project Manager

Phone Number: (307) 687-1812

Facsimile Number: (406) 237-1201

E-Mail Address: zgreen@m-m.net

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

Engineer's Services

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

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase

A. Engineer shall:

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

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

A.1.02 Preliminary Design Phase

- ~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~
 - ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
 - ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
 - ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
 - ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
 - ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~
 - ~~1) None~~
 - ~~6. Furnish 4 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
 - ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 4 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A.1.03 *Final Design Phase*

A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project~~ Upon Owner-issued Notice to Proceed Engineer shall:

1. 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.
2. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute, and shall be coordinated with the City of Gillette standard 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 of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
4. ~~Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
5. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a) Prepare plans and specifications for:
 - 1) Replacement of existing 8" water mains from Hwy 59 to Gurley Avenue in the following streets:
 - a. 3rd Street
 - b. 4th Street
 - c. 5th Street
 - d. 6th Street
 - e. 7th Street
 - 2) Replacement of existing sanitary sewer on 5th Street between Hwy 59 to Gurley Avenue,
 - 3) Change the connection of existing services from the existing water main to the new water main,
 - 4) Coordinate tie-ins of new lines to existing lines, and install new curb stops

- 5) Design street replacement for the five streets. Existing curb and gutter would remain. 7th Street has a new patch that was completed in a previous job. The new patch should not be replaced.
- 6) Prepare and obtain City of Gillette Permit to Construct,
 - b) Perform geotechnical exploration and report documenting soil conditions for 35 holes to 10 feet deep, 5 proctors, and a surface restoration recommendation.
 - c) Supply seven (7) sets of 50% and 100% review documents to Owner.
 - d) Prepare and conduct 50%, and 100% design reviews with the Owner.
 - e) Prepare a cost estimates based on the 50% and 100% design documents.
 - f) Provide the 5 sets of bid documents referred to in 8) below to City of Gillette Purchasing Department (Purchasing). Coordinate with Purchasing during bid period.
- ~~6. Final Design Documents shall be ready for review by Owner within 90 days of finalization of Preliminary Design documents or written notice to proceed from Owner.~~
7. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
8. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar 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 the bid documents are delivered to Owner.
- 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 one. If more prime

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, ~~if any, and receive and process contractor deposits or charges for the Bidding Documents.~~
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a) Prepare and conduct a pre-bid conference, record minutes of the meeting, and issue addenda if necessary.
 - b) Attend bid opening and assist Owner with bid opening process.
 - c) Review bid proposals received and provide a recommendation of award letter to the City of Gillette.
 6. Prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete 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).~~

~~A.1.05 *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 General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions~~

- shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
- ~~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. Times/coverages for RPR work are discussed in 1.05.A.18.~~
 - ~~3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
 - ~~4. *Pre-Construction Conference.* Organize and conduct a Pre-Construction Conference prior to commencement of Work at the Site.~~
 - ~~5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
 - ~~6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
 - ~~7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an~~~~

~~experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal."* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

- ~~13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
 - ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques,~~

~~sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

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

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

~~18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:~~

- ~~a) Assist Purchasing staff as necessary in preparing construction contracts.~~
- ~~b) Setup, prepare agenda for, run and record minutes for a pre-construction conference.~~
- ~~c) Setup, prepare agenda for, run and record minutes for bi-weekly construction meetings.~~
- ~~d) Provide 16 hours per week of Resident Project representative (RPR) time for a construction contract duration of 90 calendar days.~~
- ~~e) Provide testing of wet film thickness, dry film thickness, and observation of Contractor Holiday testing.~~

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

- B. ~~*Duration of Construction Phase.*~~ The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. ~~*Limitation of Responsibilities.*~~ Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 Post Construction Phase

- A. ~~Upon written authorization from Owner, Engineer, during the Post Construction Phase, shall:~~
- ~~1. Provide assistance in connection with the adjusting of Project equipment and systems.~~
 - ~~2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
 - ~~3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~
 - ~~4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.~~
 - ~~5. Perform or provide the following additional Post Construction Phase tasks or deliverables:~~

~~Complete record drawings and deliver 2 copies of 11x17 Mylar drawings and 1 electronic copy to the Owner.~~
 - ~~6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.~~
- B. ~~The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. ~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating,

- project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof other than any bid alternatives explicitly identified in Basic Services.
 13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
 14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 16. Providing Construction Phase services beyond the original date for final completion of the Work.
 17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
 19. Preparation of operation and maintenance manuals.
 20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- ~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

- ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the date stated in A1.05.B, or in excess of the times specified in A1.05.A.18.~~

E-500 Exhibit A.Sept 2004

Owner's Responsibilities

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

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

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

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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

to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Geotechnical exploration and testing covered in Exhibit A will be performed by the Engineer. Any other testing, including further geotechnical testing is covered by this section.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. *No Hire.* ENGINEER and OWNER agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after the work of this Agreement is completed or this Agreement is terminated.
- R. *Jobsite Safety.* Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or the ENGINEER's Employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER's agreement with the Contractor shall require the Contractor to indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants from and against all claims arising out of or resulting from the performance of the Work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability Coverage, which, in addition to the Contractor's general liability insurance policy, shall name the OWNER, the ENGINEER, and the ENGINEER's subconsultants as insureds and which shall indemnify the OWNER, ENGINEER and the ENGINEER's subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.
- S. *Contingency.* The Owner and Engineer acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design and construction phases of the Project. As a result, unforeseen changes may cause the final construction and engineering costs of the Project to exceed the initial Project cost estimates for construction and engineering. The Owner agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project costs.

- T. Perform or provide the following additional services:
None

E-500 Exhibit B.Sept 2004

This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated October 15, 2019.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 4 – INVOICES AND PAYMENTS

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C4.01 is estimated to be \$440,000 based on the following assumed distribution of compensation:
 - a. Study and Report Phase \$ Ø
 - b. Preliminary Design Phase \$ Ø
 - c. Final Design Phase \$ 428,240
 - d. Bidding or Negotiating Phase \$ 11,760
 - e. Construction Phase \$ Ø
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

- ~~7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~
- ~~8. Overhead includes 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. Overhead shall be computed as a percentage of Direct Labor 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 to reflect equitable changes in the compensation payable to Engineer.~~

~~C4.02 Compensation For Resident Project Representative and Post-Construction Basic Services~~

~~A. Owner shall pay Engineer for Resident Project Representative and Post-Construction 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, an amount based on the following method of payment:~~
 - ~~a. Lump Sum. A Lump Sum fee amount of \$ _____. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.~~
 - ~~b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.~~
 - ~~c. Direct Labor Costs Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of _____ plus Reimbursable Expenses.~~
 - ~~d. Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of _____ plus a fixed fee of \$ _____ plus Reimbursable Expenses.~~

~~The total compensation under this paragraph is included in the total construction fee in C 4.01, A, 3, e.~~

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

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

~~The total compensation under this paragraph is estimated to be \$_____. is included in the total construction fee in C4.01A.3.e.~~

C4.03 *Compensation For Additional Services*

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

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.
2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the normal hourly rate (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings,

Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per hour of project labor.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C4.05 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- 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 a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

Reimbursable Expenses Schedule

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

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups/SUV/4WD	\$.699/mile
highway miles - Sedans	\$.574/mile
on-site mileage	\$.574/mile plus \$5.00/hour
Private Vehicle	\$.535/mile
ATV/Snowmobile	\$50.00/day
UTV	\$100.00/day
GPS (1 Receiver)	\$120.00/day
GPS (2 Receivers)	\$30.00/hour, \$240.00/day
Total Station	\$80.00/day
Robotic Total Station	\$240.00/day
FARO Focus 3D X 130 Laser Scanner	\$50.00/hour, \$400.00/day
Nuclear Density Meter	\$10.00/hour, \$35.00/day
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/foot
Digital Level	\$50.00/day
Trimble V10 Image Rover	\$50.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBimney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month

PRINTING EXPENSES

Black & White Copies	\$.10/8.5x11, \$.20/11x17, \$.13/8.5x14
Color Copies	\$.20/8.5x11, \$.40/11x17, \$.20/8.5x14
Binding	\$.25/each
Lamination	\$1.00/each
Cover Stock	\$.10/each
Acetate	\$.30/each
Tabs	\$.10/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each
Print, Machine & Laminate Black Board	\$35.00/each
Foam Board	\$3.50/each
Small View Binder	\$5.00/each
Large View Binder	\$10.00/each

MISCELLANEOUS EXPENSE

Lodging	Current Rates
Meals	\$40.00/day

Materials and other direct costs will be invoiced at current rates plus a 10% handling fee. Included as direct costs are the following:

- * Approved employee meals, lodging, transportation
- * Premium delivery service (UPS, Federal Express, etc.)
- * Testing supplies
- * Premiums for Special Insurance, Performance Bonds, etc.
- * Other out-of-pocket expenses
- * Consultants

The cost of professional liability insurance coverage is included in the hourly rates of personnel.

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 October 15, 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 will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

			Standard Rate	Overtime Rate
Professional Services	Principal	Principal	225.00	225.00
		Supervising Engineer III	209.00	209.00
	Engineer	Supervising Engineer II	199.00	199.00
		Supervising Engineer I	188.00	188.00
		Senior Engineer II	178.00	178.00
		Senior Engineer I	161.00	161.00
		Design Engineer II	152.00	152.00
		Design Engineer I	141.00	141.00
		Engineer Intern II	123.00	123.00
		Engineer Intern I	108.00	108.00
	Planner	Supervising Senior Planner	193.00	193.00
		Senior Planner	161.00	161.00
		Planner III	130.00	130.00
		Planner II	120.00	120.00
		Planner I	104.00	104.00
	Scientist	Supervising Environmental Scientist	208.00	208.00
		Environmental Scientist III	166.00	166.00
		Environmental Scientist II	125.00	125.00
		Environmental Scientist I	107.00	107.00
		Environmental Technician	94.00	94.00
		Supervising Geologist	209.00	209.00
		Senior Geologist	198.00	198.00
		Geologist III	171.00	171.00
		Geologist II	146.00	146.00
		Geologist I	125.00	125.00

Surveying - -	Engineering Technician	Senior Engineering Technician	156.00	156.00
		Engineering Technician	108.00	108.00
		Cad Designer III	134.00	134.00
		Cad Designer II	124.00	124.00
		Cad Designer I	115.00	173.00
		Cad Tech III	113.00	170.00
		Cad Tech II	98.00	147.00
		Cad Tech I	86.00	129.00
	Resident Project Representative	Senior Resident Project Representative	151.00	151.00
		Resident Project Representative III	144.00	144.00
		Resident Project Representative II	126.00	126.00
		Resident Project Representative I	109.00	164.00
	Clerical and Graphics	Administrative Manager	109.00	109.00
		Administrative Coordinator III	101.00	101.00
		Administrative Coordinator II	95.00	142.00
		Administrative Coordinator I	78.00	117.00
		Project Coordinator III	102.00	153.00
		Project Coordinator II	89.00	134.00
		Project Coordinator I	78.00	117.00
		Technical Intern	75.00	112.00
		Senior Communication Specialist	107.00	107.00
		Graphic Designer	90.00	90.00
	Survey	Senior Survey Manager	182.00	182.00
		Survey Manager	156.00	156.00
		Land Surveyor IV	150.00	150.00
		Land Surveyor III	140.00	140.00
		Land Surveyor II	129.00	129.00
		Land Surveyor I	119.00	119.00
		Remote Sensing Specialist	113.00	170.00
		Survey Technician IV	107.00	161.00
		Survey Technician III	102.00	153.00
		Survey Technician II	88.00	133.00
Survey Technician I		75.00	112.00	
Expert Witness		Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

E-500 Exhibit C.Sept 2004

This is **EXHIBIT G**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

Insurance

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

G6.04 Insurance

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

1. By Engineer:

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

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

City of Gillette

Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the

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

2. ~~By Owner:~~

- a. ~~Workers' Compensation~~ ~~Statutory~~
- b. ~~General Liability:~~ ~~\$2,000,000~~
- c. ~~Property Damage Liability Insurance~~ ~~\$1,000,000~~
- d. ~~Property Insurance~~ ~~\$1,000,000~~
- e. ~~Other~~ ~~\$5,000,000~~

- B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverage indicated.
- C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:
 - 1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.
 - 2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.
 - 3. Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.
 - 4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.

5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.

E-500 Exhibit G.Sept 2004

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

Dispute Resolution

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

H6.08 Dispute Resolution

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

E-500 Exhibit H.Sept 2004

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

Allocation of Risks

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

I6.10.E *Mutual Waiver*

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

I6.10.F *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement or the total amount of \$150,000, whichever is greater.

I6.11.G *Conditions Beyond the Control of the Engineer*

1. The Owner recognizes that in the course of completing the services under this agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and which create potential for claims against and additional costs to the Engineer which are not covered in fees earned for services provided. This category includes, but is not limited to the following:
 - Unknown underground utilities or other man-made objects not properly located underground.
 - Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
 - Changed codes or standards during the course of the work.
 - Information provided by others which is not accurate or complete.
 - Conditions that may arise and differ significantly from those existing at the beginning of the project.

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

I6.11.H *Statutes of Limitations*

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

I6.11.I *Betterment*

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

for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

E-500 Exhibit I.Sept 2004

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

AMENDMENT NO. _____ TO OWNER-ENGINEER AGREEMENT

PROJECT NO. 20EN11

1. Background Data:

- a. Effective date of OWNER-ENGINEER Agreement: October 15, 2019
- b. OWNER: City of Gillette
- c. ENGINEER: Morrison-Maierle, Inc.
- d. Project: 2020 Water Main Replacement

2. Nature of Amendment: [*Check those that are applicable.*]

- ☐ Additional Services to be performed by ENGINEER
- ☐ Modifications to Services of ENGINEER
- ☐ Modifications to Responsibilities of OWNER
- ☐ Modifications to Payment to ENGINEER
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

- ☐ Attachment 1, "Modifications"
- ☐ Other attachments as listed below:

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this agreement. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Gillette

By: _____

Title: _____

Date Signed: _____

ENGINEER:

Morrison-Maierle, Inc.

By: _____

Title: _____

Date Signed: _____

ATTACHMENT 1

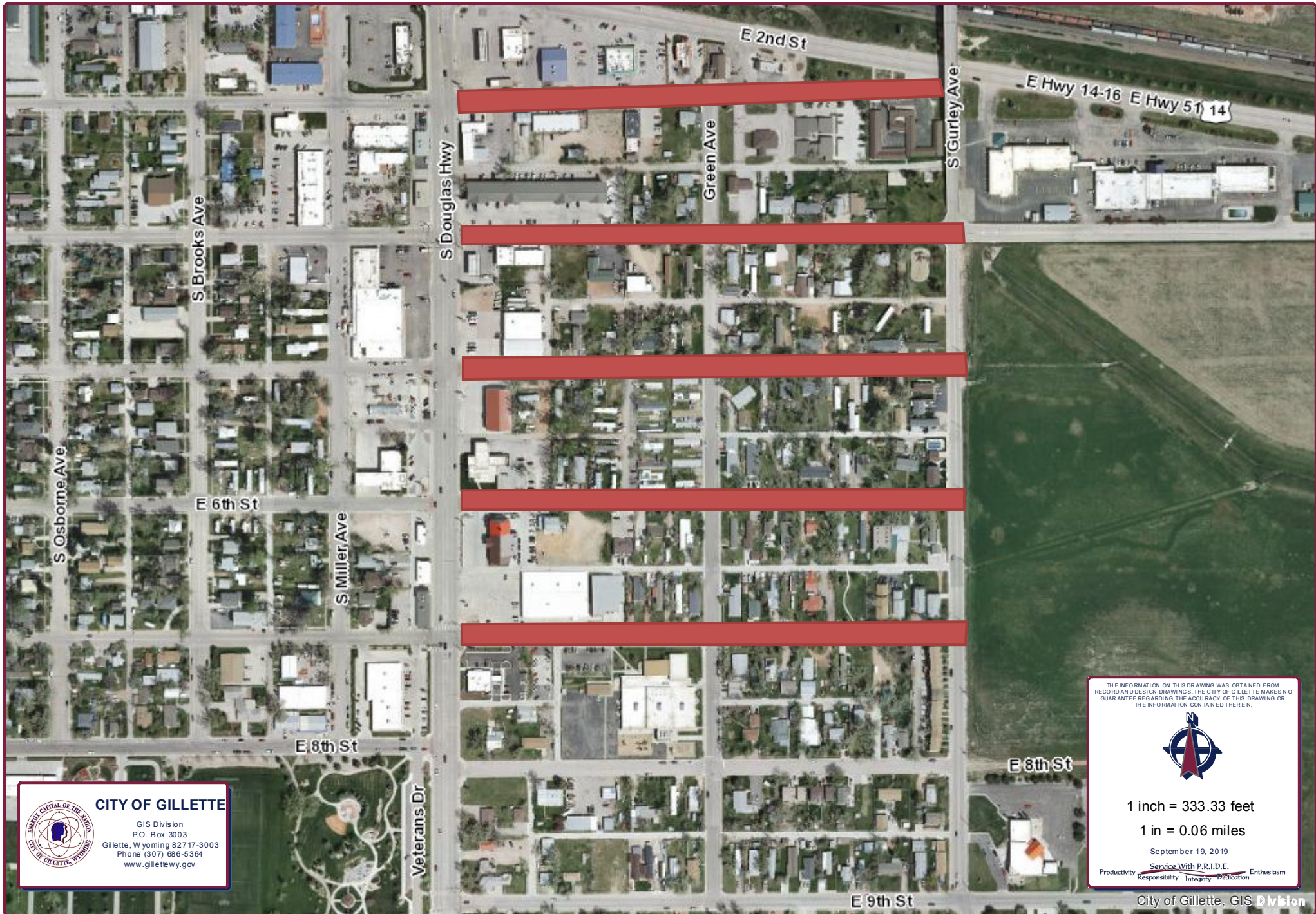
This is **Attachment 1**, consisting of _____ Page(s), to Amendment No._____, Dated _____.

Modifications

[Check the following paragraphs that are appropriate. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and future correspondence or amendments.]

- ☐ A1. ENGINEER shall perform the following Additional Services:
- ☐ A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:
- ☐ A3. The responsibilities of OWNER are modified as follows:
- ☐ A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:
- ☐ A5. The schedule for rendering services is modified as follows:
- ☐ A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

2020 Water Main Replacement



CITY OF GILLETTE

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



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the Dalbey Park to Gillette College Pathway – Phase 1 Project, Installed by Hladky Construction in the Amount of \$558,995.76 (WYDOT TAP Grant and 1% Project).

BACKGROUND:

This project is the first phase of the pathway between Dalbey Park's sidewalk and Gillette College. The project contained a boardwalk across the wetland in Dalbey Park and the reconstruction of the Dalbey Park Pathways behind the Old Fire Station at Edwards and Highway 59 including the pathway under the Highway 59 bridge to provide proper clearance. The Final Completion was obtained on August 23, 2019. A delay was experienced due to graffiti under the bridge. It was decided to be completed under a Quote Project.

ACTUAL COST VS. BUDGET:

The City's 1% budget account 201-10-05-41970-47406 was used to pay for this project with \$312,000.00 being reimbursed from the WYDOT TAP grant of federal funds. The original construction was \$554,604.61 and had a Change Order of \$7,597.40 additionally. The final contractor amount was \$558,995.76 or \$4,391.15 (0.79%) above the original contract amount.

SUGGESTED MOTION:

I move for Approval of the Acceptance of Public Improvements for the Dalbey Park to Gillette College Pathway – Phase 1 Project, Installed by Hladky Construction in the Amount of \$558,995.76 (WYDOT TAP Grant and 1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> Affidavit on Behalf of Contractor
<input type="checkbox"/> Warranty
<input type="checkbox"/> Certificate of Final Completion
<input type="checkbox"/> WYDOT Final Acceptance

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 9/26/2019

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hladky Construction, Inc. the Contractor, dated February 20, 2019.

For the Dalbey Park to Gillette College -Phase I, 16EN48 Project.

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

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

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

Hladky Constrection, Inc.

Contactore

1100 N. Gurley

Address

Gillette

City

Wyoming

State

82716

Zip Code

9-26-19

Date

[Signature]
Signed by

PRESIDENT
Title

Subscribed and sworn to before me this 26th day of SEPTEMBER, 2019.

[Signature]
Notary Public

My Commission Expires: 11/15/2022



WARRANTY

(Contractor)

Hladky Construction, Inc., hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Dalbey Park to Gillette College -Phase I Project, FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for _____

DATED this 26 day of SEPTEMBER, 2019

HUAKT CONSTRUCTION INC
CONTRACTOR (COMPANY NAME)

[Signature] PRESIDENT
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by SCOTT HEIBULT,
this 26th day of SEPTEMBER, 2019

Witness my hand and official seal



[Signature]
Notary Public

My commission Expires: 11/15/2022

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Dalbey Park to Gillette College -Phase I Project.

Project No.: 16EN48

Date of Contract: 2/20/2019

Owner: City of Gillette

Contractor: Hladky Construction, Inc

Engineer: City of Gillette

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

8/23/2019
Date of Final Completion

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

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.


Executed by Contractor


9-26-19

Date


Executed by Engineer

9/27/19

Date


Executed by Owner

9/30/19
Date

Final Acceptance Certificate

Project Information

Project Number:	CD17409	Project Sponsor:	City of Gillette
Project Name:	Dalbey Park to Gillette College Pathway, Phase I	Contact Name:	Josh Richardson
Project Amount:	\$390,000.00	Telephone number:	686-5317
Match:	20%	Email Address:	josh@gillettewy.gov
CFDA #:	20.205		

Instructions

Local Public Agencies (LPAs) are required to submit a certification of project completion to WYDOT prior to reimbursement of the final 10% of project funds. To do so, the LPA must provide the following attachment and information :

***** Failure to attach the required documents may result in a delay of project. *****

Required Attachments

**Proof of forty day advertisement for final settlement and project completion*

Please fill-in the sections highlighted in gray

The aforementioned project has been completed in accordance with the plans and specifications dated:

December 17, 2019 and agrees to accept full maintenance thereof, this

day of October 2019 .

Chairman of governing body, Signature

Attest Signature

The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.

Signature

City of Gillette

Name of Architectural or Engineering Firm

12126

Joshua K. Richardson

License Number (if applicable)

Printed Name

The aforementioned project is accepted as complete as certified above by the sponsoring entity and its professional consulting engineer and is hereby approved for final payment.

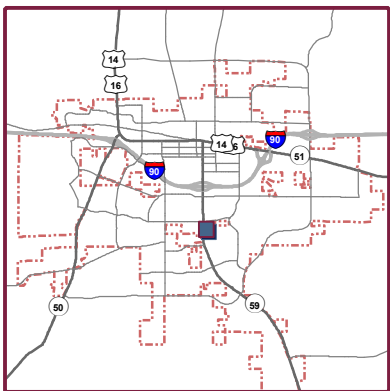
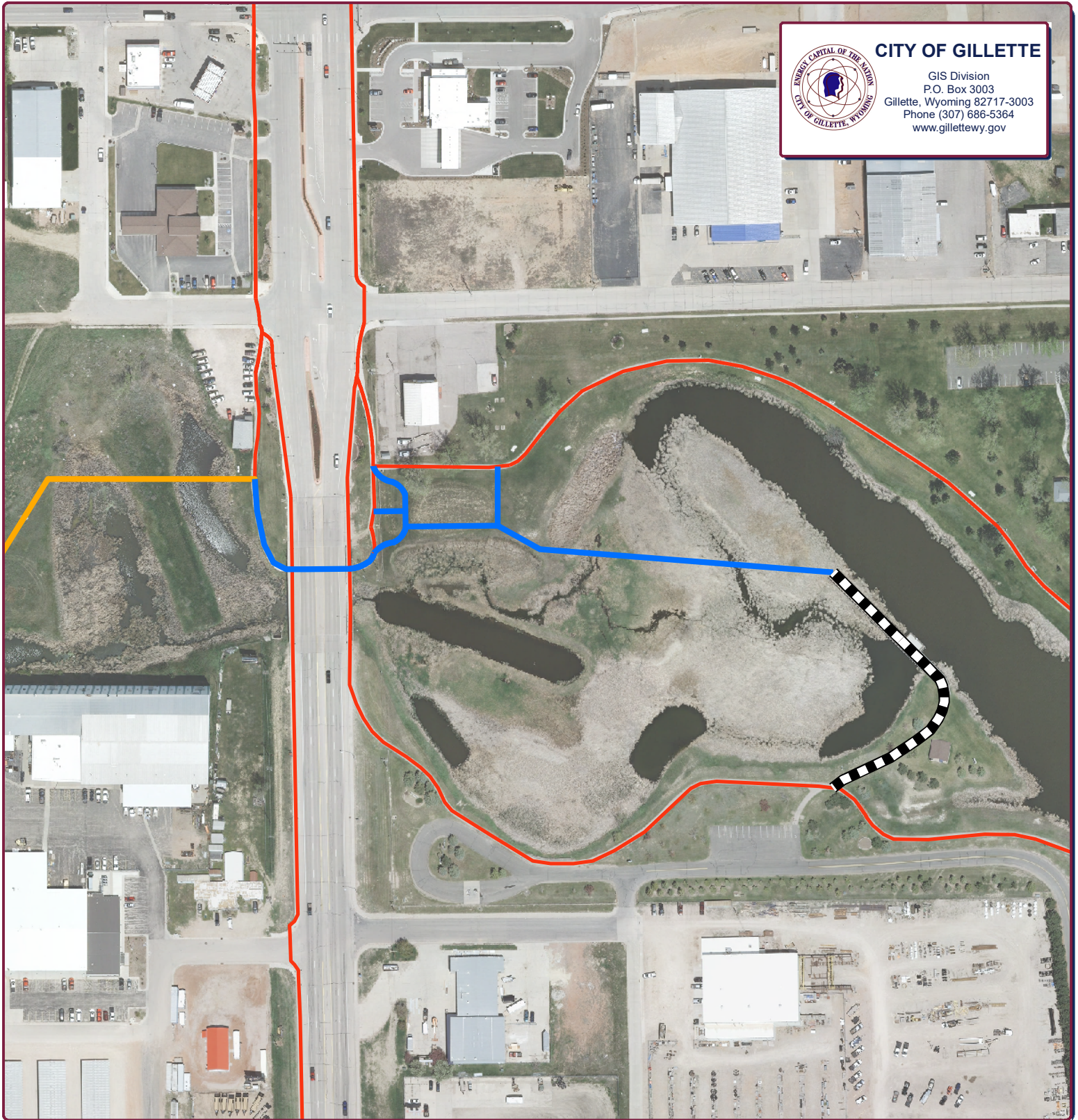
WYDOT

Once completed, email a copy of this signed document along with the supporting documentation to your WYDOT LGC Contact.







CITY OF GILLETTE

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



Legend

-  Dalbey Park Phase I Boardwalk
-  Dalbey Park Phase I
-  Dalbey Park Phase II
-  Public Works Pathways

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



Y:\GIS Work\EDS\Engineering\Pathways\DalbeyPath PhaseOne.mxd
0 100 200
Feet

Pathway Phase I

January 14, 2019

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: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the Goldenrod Avenue Additional Repairs Project, Installed by GW Construction, in the Amount of \$402,868.21 (1% Project).

BACKGROUND:

The Goldenrod Avenue Additional Repair Project (19EN26) was to repair an area of settlement along Goldenrod Avenue, four (4) bids were opened April 23, 2019 revealing GW Construction's bid of \$107,721.50 as the low bidder. As the project was being completed, more areas within the Iron Horse Subdivision showed major settlement and ponding water. In an effort to repair the low spots, change orders were put together to allow the ponding water to drain. Additional storm drain inlets, storm drain pipe, replacement of curb and gutter and asphalt were added to the project to alleviate potential future damage to the City's infrastructure.

ACTUAL COST VS. BUDGET:

The funding for this project has been allocated from the 1% Optional Sales Tax Account 201-10-05-419-40-44331 in the amount of \$400,000.00. There was a total of six (6) change orders on the project which included additional asphalt repair, the installation of seven (7) new storm drain inlets, 770 feet of 12" (inch) storm drain pipe, additional curb and gutter and sidewalk. The additional improvements were constructed at Kilkenny Circle, Blaine Court., Goldenrod Avenue, and Lonigan Circle. These change orders increased the original contract price by \$295,146.71, which accumulates to a total cost of \$402,868.21. The shortfall of \$2,868.21 will be covered from savings on other projects.

SUGGESTED MOTION:

I move for Approval of the Acceptance of Public Improvements for the Goldenrod Avenue Additional Repairs Project, Installed by GW Construction, in the Amount of \$402,868.21 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

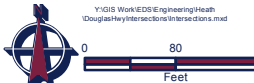
☐ [Map](#)

☐ [Affidavit on Behalf of Contractor and Final Completion](#)



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.

YIGIS WORKS EDS Engineering Inc.
Geographic Information Systems Division



**City of Gillette
Engineering Division**

September 27, 2019
Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 9/18/2019

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and GW Construction the Contractor, dated 9/18/2019.

For the Goldenrod Ave. Additional Repairs project
Project

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

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

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

GW Construction

Contractor

508 1327

Address

Gillette

City

WY

State

82717

Zip Code

9/25/19

Date

Signed by

Title

Subscribed and sworn to before me this 24th day of September, 2019.

Notary Public

My Commission Expires: 2/19/2020



**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Goldenrod Ave. Additional Repairs

Project No.: 19EN26

Date of Contract: 5/7/2019

Owner: City of Gillette

Contractor: GW Construction

Engineer: City of Gillette

This Certificate of Final Completion applies to:

 x All Work under the Contract Documents:

 The following specified portions:

9/25/19
Date of Final Completion

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

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.



Executed by Contractor

9-24-19

Date



Executed by Engineer

9-24

Date



Executed by Owner

Date



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the City West Remodel, Phase II, to Van Ewing Construction, in the Amount of \$2,233,200.00.

BACKGROUND:

The City West Remodel Phase II includes a full remodel of the central area of City West that was not done in the last remodel project.

ACTUAL COST VS. BUDGET:

The architects estimated construction costs were \$2,668,436.51. The overall project cost with all design, construction management, and furniture and equipment to be provided by the City was estimated at \$3,410,937.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the City West Remodel Phase II to Van Ewing Construction, in the Amount of \$2,233,200.00.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Bid Summary](#)

BID FORM

TO:

City of Gillette
800 North Burma Street
Gillette, WY 82718

Van Ewing Construction, Inc.
Name of Bidder:

BID PROPOSAL FOR:

City West Remodel – Phase II
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

Bid Item No. 1: All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two Million Two Hundred Thirty Three Thousand Two Hundred Dollars
(\$ 2,233,200.00)

Bid Item No. 2: All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy One Thousand Two Hundred Ninety Two Dollars
(\$ 71,292.00)

Unit Price No. 1: Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Ten Dollars Dollars per square foot
(\$ 10.00 / SF)

Alternate No. 1: Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Ninety Seven Thousand Eight Hundred Sixty Dollars per square foot
(\$ 97,860.00 / SF)

The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

Van Ewing Construction, Inc.

Official Address

5650 Magnuson Blvd, PO Box 99

Contractor License Number

1975

If a corporation, what is the State of Incorporation: Wyoming

If a partnership, state full name of all co-partners: _____

Located in City of Gillette and State of Wyoming

Seal, if any

Signature



Date 10/8/2019

Title President

City West Remodel Phase II

Van Ewing Construction, Inc. Subcontractor List

Acoustical Ceilings - Advanced Builders

Painting – Raisely Painting

Flooring - 2 Guys Deco

Mechanical & Plumbing - Powder River Heating & AC

Electrical - Power Solutions LLC

Roofing - Lowe Roofing

Glass & Glazing – Associated Glass

Casework- Wood Wise Cabinets

Masonry – Accent Masonry

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Van Ewing Construction, Inc.
P.O. Box 99
Gillette, WY 82717

OWNER:

(Name, legal status and address)

City of Gillette
201 E. 5th Street
Gillette, WY 82716

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City West Remodel - Phase II

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gloria Fugatt of Casper, WY, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

**Surety Bond No.: Bid Bond
OR**

**Principal: Van Ewing Construction, Inc.
Obligee: City of Gillette**

Project Description: City West Remodel - Phase II

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of October, 2019.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0612

THIS CERTIFIES THAT:

VAN EWING CONSTRUCTION, INC.

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

GRANTED THIS 2nd DAY OF November TWO THOUSAND AND 18

Kelly Roseberry
KELLY ROSEBERRY, PROGRAM MANAGER

EXPIRATION DATE: 11/1/19

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

BID FORM

TO:

City of Gillette
800 North Burma Street
Gillette, WY 82718

Hladky Construction, Inc.

Name of Bidder:

BID PROPOSAL FOR:

City West Remodel – Phase II
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

Bid Item No. 1: All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two million two hundred thirty-six thousand one hundred twenty-three and no/100-----Dollars
(\$ 2,236,123.00)

Bid Item No. 2: All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy-one thousand two hundred ninty-seven and no/100-----Dollars
(\$ 71,297.00)

Unit Price No. 1: Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Ten and 51/100-----Dollars per square foot
(\$ 10.51 / SF)

Alternate No. 1: Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Four hundred ninty-two and no/100-----Dollars per square foot
(\$ 492.00 / SF)

The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

Hladky Construction, Inc.

Official Address

1100 N Gurley Ave, Gillette, WY 82716

Contractor License Number

1326

If a corporation, what is the State of Incorporation: Wyoming

If a partnership, state full name of all co-partners: N/A

Located in City of _____ and State of _____

Seal, if any

Signature



Date 10/8/2019

Title Project Manager

City West Remodel – Phase II Subcontractor/Supplier List

Subcontractor/Supplier Name	Description of Work
Powder River Heating & A/C	HVAC
Powder River Heating & A/C	Plumbing
Tucker Electric	Electrical
Accent Masonry	Masonry
2 Guys' Deco	Flooring
Associated Glass	Windows
Architectural Specialties	Doors & Hardware
Architectural Specialties	Div 10
Rapid Fire Protection	Fire Suppression
Lowe Roofing	Roofing

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Hladky Construction, Inc.
1100 North Gurley Ave., Gillette, WY 82716
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
a corporation duly organized under the laws of State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Gillette

800 N. Burma Avenue, Gillette, WY 82716
as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

19EN30 - City West Remodel- Phase II

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th of October, 2019.

[Signature]
(Witness)

Hladky Construction, Inc.

(Principal)

(Seal)

BY:

SCOTT HEIBULT

(Title)

PRESIDENT

Travelers Casualty and Surety Company of America

(Surety)

[Signature]
(Witness)

BY:

Gloria Fugatt

(Title)

Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gloria Fugatt of Casper, WY, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Hladky Construction, Inc.
Obligee: City of Gillette

Project Description: 19EN30 - City West Remodel- Phase II

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May**, 2019.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of October, 2019.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CITY OF GILLETTE, WYOMING
DEVELOPMENT SERVICES DEPARTMENT
BUILDING INSPECTION DIVISION

CONTRACTOR LICENSE

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

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

Effective: 08/13/2019
Expires: 08/13/2020

BOARD OF EXAMINERS

By: [Signature]
Chad Renken, Chairman

CITY OF GILLETTE, CONTRACTOR LICENSE

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

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

Effective: 08/13/2019
Expires: 08/13/2020

BOARD OF EXAMINERS

By: [Signature]
Chad Renken, Chairman



STATE OF WYOMING

CERTIFICATE OF RESIDENCY STATUS

NO. 0105

THIS CERTIFIES THAT:

HLADKY CONSTRUCTION

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

GRANTED THIS 2nd DAY OF April TWO THOUSAND AND 19

JASON DELO, INTERIM DEPUTY ADMINISTRATOR

EXPIRATION DATE: 4/1/20

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

BID FORM

TO:

City of Gillette
800 North Burma Street
Gillette, WY 82718

S&S Builders, LLC

Name of Bidder:

BID PROPOSAL FOR:

City West Remodel – Phase II
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

Bid Item No. 1: All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two million two hundred ninety two thousand nine hundred fifty Dollars
(\$ 2,292,950.00)

Bid Item No. 2: All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy One Thousand Two Hundred Ninety Seven Dollars Dollars
(\$ 71,297.00)

Unit Price No. 1: Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Twelve Dollars per square foot
(\$ 12.00 / SF)

Alternate No. 1: Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Eighty Two Thousand One Hundred Dollars per square foot
(\$ 82,100.00 / SF)

The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

S+S BUILDERS, LLC

Official Address

PO Box 1867, GILLETTE, WY 82717

Contractor License Number

1820

If a corporation, what is the State of Incorporation: WYOMING

If a partnership, state full name of all co-partners: N/A

Located in City of GILLETTE and State of WYOMING

Seal, if any

Signature

[Signature]

Date

10/8/19

Title

OPERATIONS MANAGER

Sub Contractor Listing

Division WY Resident

Lowe Roofing	07	YES
2 Guys Deco	10	YES
Accent Masonry	04	YES
Life Safety Solutions	21	YES
Advanced Builders	09	NO
Sands Drywall	09, 07	NO
Powder River Mechanical	23, 22	YES
Tucker Electrical	26	YES
Raisley Painting	09	YES
Associated Glass	08	YES



BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

S & S Builders, LLC.
P.O. Box 1867
Gillette, WY 82717

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Gillette
201 E. 5th Street
Gillette, WY 82716

BOND AMOUNT: (10%) Ten Percent of Amount Bid

PROJECT: City West Remodel-Phase II 19EN30

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2019

(Witness)

S & S Builders, LLC.

(Principal)

(Seal)

By:

(Title)

OPERATIONS MANAGER

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Amanda L McKee, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Amanda L McKee

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of : Unlimited

Surety Bond Number Bid Bond

Principal S & S Builders, LLC.
Obligee City of Gillette

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Dello

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of October, 2019

Laura B. Guy

Assistant Secretary



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0097

THIS CERTIFIES THAT:

S & S BUILDERS, LLC

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

GRANTED THIS 2nd DAY OF December TWO THOUSAND AND 18

Kelly Roseberry
KELLY ROSEBERRY, PROGRAM MANAGER

EXPIRATION DATE: 12/1/19

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

CITY OF GILLETTE, WYOMING
DEVELOPMENT SERVICES DEPARTMENT
BUILDING INSPECTION DIVISION



CONTRACTOR LICENSE

Issued to: S & S BUILDERS LLC
License: GENERAL CONTRACTOR # 1820

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

Effective: 03/12/2019
Expires: 03/12/2020

BOARD OF EXAMINERS

By: *Chad Renken*
Chad Renken, Chairman

**CONSENT AND AGREEMENT TO AMEND THE
OPERATING AGREEMENT OF S&S BUILDERS, LLC
AND RESOLUTION REGARDING DUTIES AND
AUTHORITY OF INDIVIDUALS WITHOUT SPECIAL
MEETING OF THE MEMBER AND MANAGER**

I, Loretta L. Manning, the President of S&S Concrete, as the sole Member of S&S Builders, LLC, and, as the Manager of S&S Builders, LLC, with full authority from the Officers and Directors of S&S Concrete, which is the sole Member of S&S Builders, LLC, by and through a Resolution issued by such Corporation, hereby agree to amend the Second Amended and Restated Operating Agreement of S&S Builders, LLC and to the adoption of the Resolution to provide for the following authority vested in the following individuals on behalf of S&S Builders, LLC:

1. With respect to Article VI, Section 6.01, Subparagraph b, commencing March 26, 2019, with respect to the following tasks to be performed on behalf of the Company, the following individuals will have the following authority:

a. **Execution of Contracts With Owners and Others (other than Subcontractors and Materialmen), Payment and Performance Bonds and Retainage Accounts.** The following individuals shall have the following authority to bind the Company by the execution of contracts with Owners and others, other than Subcontractors and Materialmen, the signing of payment and performance bonds, and retainage accounts, all with a single signature:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz

The above individuals shall have the authority to execute the above contracts, payment and performance bonds, and retainage accounts with a single signature of any of the above authorized signors.

b. **Execution of Proposals, In The Sum of \$100,000.00 or Less.** The following individuals shall have the following authority to bind the Company by the execution of proposals, formal bids, and bid bonds in amounts up to and including \$100,000.00:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Kurt Countryman
- Darrel M. Ray
- Jerry L. Butcher
- Landon J. Lembitz
- Steven M. Callahan
- Justin R. Beach

c. **Execution of Proposals, Formal Bids, and Bid Bonds in Excess of \$100,000.00.** The individuals as identified within this Subparagraph shall have the authority to execute proposals, formal bids, and bid bonds in excess of \$100,000.00:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz

d. **Execution of Pay Requests and Change Orders.**

The following individuals shall have the authority to execute pay requests and change orders, for work upon projects of S&S Builders, LLC, without a specific limit:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz
- Kurt Countryman
- Sherry Potter
- Serena K. Tays
- Jeanne M. Thomas

e. **Execution of Subcontracts and Materialmen/Supplier**

Contracts. The following individuals shall have the authority to enter into and execute subcontracts and material contracts, including purchase orders for materials and supplies, for work upon projects of S&S Builders, LLC, without a specific limit:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Kurt Countryman
- Landon J. Lembitz

f. **Execution of Checks.** The following individuals shall have the authority to execute checks in any amount deemed necessary by such individual for the payment of obligations on behalf of S&S Builders, LLC:

- Loretta L. Manning
- Rick T. Potter
- Sherry L. Potter
- Jason R. Tystad
- Serena K. Tays
- Landon J. Lembitz
- Joseph A. Foley

g. **Authority to sign Lien Waivers.** The following individuals shall have the authority to sign lien waivers on behalf of S&S Builders, LLC without a specific limit.

- Loretta L. Manning
- Rick T. Potter
- Sherry L. Potter
- Jason R. Tystad
- Serena K. Tays
- Landon J. Lembitz

h. **Authority to Enter Into Debt and Related Obligations.**
Loretta L. Manning shall have the authority to enter into agreements on behalf of the Company with respect to, incurring debt, including but not limited to Promissory Notes, bank loans, and other forms of indebtedness in any sum deemed necessary. Loretta L. Manning shall have the authority to bind the Company in the purchase and sale of all real property and improvements.


i. **Authority to act on behalf of S&S Builders, LLC as "Declarant" in any Owners' Associations set up by the company.**

Loretta L. Manning or Rick T. Potter shall have the authority to act on behalf of S&S Builders, LLC and fulfill any duties required by the "Declarant" for RC Ranch Business Park I Owners' Association, College Business Park 3rd Filing Owners' Association and any future Owners' Associations that may be set up on behalf of S&S Builders, LLC as "Declarant."

2. This Resolution and the Amendment of the Operating Agreement of S&S Builders, LLC shall become effective the 26th day of March, 2019. All other terms and provisions of the aforementioned Second Amended and Restated Operating Agreement of the Company dated the 21st day of March, 2015 shall remain in full force and effect.

This action was undertaken by the unanimous consent and agreement of the Member and Manager of S&S Builders, LLC following the unanimous consent of the Officers and Directors of S&S Concrete, which is the sole member of S&S Builders, LLC on the 26th day of March, 2019.

S&S Builders, LLC
By its Member, S&S Concrete


S&S Concrete, by and through
Loretta L. Manning, its President
P.O. Box 1867
Gillette, WY 82717


Loretta L. Manning, Manager
S&S Builders, LLC
P.O. Box 1867
Gillette, WY 82717

	Base Bid	Alt 1 - Entry Structure	Temp Control	demo	TOTAL
Van Ewing	\$ 2,233,200.00	\$ 97,860.00	\$ 71,292.00	\$ 10.00	\$ 2,331,060.00
Hladky	\$ 2,236,123.00	\$ 492.00	\$ 71,297.00	\$ 10.51	\$ 2,346,823.00
S&S	\$ 2,292,950.00	\$ 82,100.00	\$ 71,297.00	\$ 12.00	\$ 20,765,450.00
Arete	\$ 2,612,186.51	\$ 56,250.00			\$ 2,668,436.51

Not valid per the Bid Form \$/SF price for Alternate 1

Not valid per the Bid Form \$/SF price for Alternate 1



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Base Bid and All Three (3) Alternate Bids for the 2019 Energy Capital Sports Complex Proposed Improvements Project to DRM Inc., in the Amount of \$5,774,165.66 (General Fund).

BACKGROUND:

The Energy Capital Sports Complex 2019 Proposed Improvements Project includes a Base Bid and 3 Alternates. The Base Bid includes the construction of two synthetic turf multi-use sports fields, drainage systems, domestic water extension, perimeter sidewalks, perimeter fencing, electrical conduit for flood lighting, landscaping, irrigation, and parking lot. Alternate A is an option for the installation of flood lighting on the Base Bid fields #1 and #2. Alternate B is for construction of a third multi-use sports field located to the south of the 2 fields in the Base Bid, and Alternate C is for flood lighting on the Alternate Field #3.

ACTUAL COST VS. BUDGET:

Bids were opened and read aloud on October 3, 2019 at the City of Gillette Purchasing Division. Four (4) bids were received on the project.

The bid results are as follows:

CONTRACTOR	Base Bid	Alternate A	Alternate B	Alternate C	total cost of all options
DRM Inc.	\$3,660,513.22	\$563,292.32	\$1,256,551.77	\$293,808.35	\$5,774,165.66
Powder River Construction	\$3,843,326.00	\$493,163.00	\$1,345,708.00	\$257,229.00	\$5,939,426.00
Van Ewing Construction	\$3,795,000.00	\$503,081.00	\$1,317,000.00	\$269,500.00	\$5,884,581.00
Mid America Sports Construction	\$3,734,117.24	\$597,384.23	\$1,335,416.54	\$330,268.55	\$5,997,186.56
Engineers Estimate	\$4,014,586.00	\$687,800.00	\$1,720,538.00	\$213,485.00	\$6,636,409.00

The amount budgeted for this project is \$5,500,000.00 and is from General Fund Account # 001-10-04-419-70-47310.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the Base Bid and All Three (3) Alternate Bids for the 2019 Energy Capital Sports Complex Proposed Improvements Project to DRM Inc., in the Amount of \$5,774,165.66 (General Fund).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Engineers Recommendation](#)

☐ [Submitted Bids](#)



October 3, 2019

Jade Butler
City of Gillette
Engineering Department
201 E 5th Street
Gillette, WY 82716

**RE: Energy Capital Sports Complex 2019 Proposed Improvements
Project No. 19EN36**

Dear Jade,

Bids were received at 10:00 a.m. on Thursday, October 3, 2019 for the above referenced project. A total of four (4) contractors submitted bids. There were two (2) addenda for this project and they were acknowledged on all bids. Proper Bid Security in the form of a Bid Bond in the amount of five percent (5%) of the bid amounts was included with all bids. "Certificate of Residency Status" was included with 3 local bidders and one bidder was out of state.

There were no irregularities with any of the bids submitted. The Bid submitted by Mid America will have 5% added as per Article 12, 12.04 and is reflected in their bid as tabulated below:

DRM, Inc.

BASE BID	\$3,660,513.22
ADDITIVE ALTERNATE A	\$563,292.32
ADDITIVE ALTERNATE B	\$1,256,551.77
ADDITIVE ALTERNATE C	\$293,808.35

**Powder River Construction
Inc.**

BASE BID	\$3,843,326.00
ADDITIVE ALTERNATE A	\$493,163.00
ADDITIVE ALTERNATE B	\$1,345,708.00
ADDITIVE ALTERNATE C	\$257,229.00

QUALITY

INTEGRITY

SERVICE

Van Ewing Construction Inc.

BASE BID	\$3,795,000.00
ADDITIVE ALTERNATE A	\$503,081.00
ADDITIVE ALTERNATE B	\$1,317,000.00
ADDITIVE ALTERNATE C	\$269,500.00

Mid America Sports Construction

BASE BID	\$3,734,117.24
ADDITIVE ALTERNATE A	\$597,384.23
ADDITIVE ALTERNATE B	\$1,335,416.54
ADDITIVE ALTERNATE C	\$330,268.55

Engineer's Estimate

BASE BID	\$4,0144,586.00
ADDITIVE ALTERNATE A	\$687,800.00
ADDITIVE ALTERNATE B	\$1,720,538.00
ADDITIVE ALTERNATE C	\$213,485.00

The Contract Documents stated that the basis of award would be for the Bidder submitting the lowest qualified, responsible, and responsive Bid for the Base Bid work, and any combination of Alternates A, B, or C that will obtain the best final product for the Owner for the funds that are available. DRM, Inc.'s Base Bid is the low bid and their Base Bid plus any available combination of Alternates would be low as well.

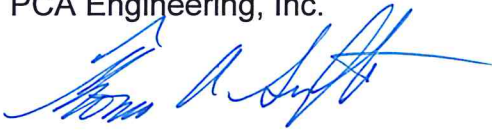
The low Base Bid is 8.8% below the Engineer's Estimate and 2.6% below the average of the bids. The bids were very competitive for the base bid and alternates. Three of the bidders are local contractors and have worked on large scale municipal projects throughout the region and for the City of Gillette. DRM has met the requirements for bidding and has indicated they are comfortable with their bid and that they have the equipment, materials, and manpower to complete your project in the time frame allowed and in accordance with the contract documents.

With the variety of options to award, it would be prudent to expect that it be solely up to the Owner what Alternates, if any, to award with the Base Bid and being in the best interests of the City with the funds available.

If you have any questions concerning this evaluation, please do not hesitate to contact me at (307) 687-0600, or e-mail at syltet@pcaengsur.com.

Sincerely,

PCA Engineering, Inc.



Thomas A. Sylte, P.E.
Project Engineer

TAS/tas

Attachments: Contractor Bids

SECTION 00300

BID FORM

*ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36*

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:

- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>9-25-19</u>
<u>2</u>	<u>10-1-19</u>

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

Lump Sum Base Bid Total three million, six hundred sixty thousand, five hundred thirteen dollars and 22 cents \$ 3,660,513.22
 Words Figures

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT Dollars Cts
A.	Lump Sum	Field #1 & #2 Floodlighting <u>five hundred sixty three thousand two hundred ninety two</u> Words dollars 32 cents	\$ <u>563,292.32</u> Figures
B.	Lump Sum	Multiuse Field #3 <u>one million, two hundred fifty six thousand, five hundred and 77 cents</u> Words fifty six one dollar and 77 cents	\$ <u>1,256,551.77</u> Figures
C.	Lump Sum	Field #3 Floodlighting <u>two hundred ninety three thousand eight hundred</u> Words eight dollars 35 cents	\$ <u>293,808.35</u> Figures

Subcontractors

Field Turf
Simon Contractors
Van Ewing
Tucker Electric
Connely's Scenic Landscaping

Type of Work

Field Turf
Asphalt
Concrete
Electrical
Landscaping

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before August 1, 2020 as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before November 1, 2020 as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will include no allowance for adverse weather days.

- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid Security in the form of bid bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL-if available)
(Individual's Signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL-if available)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: DRM, Inc. (SEAL-if available)

State of Incorporation: Wyoming
Type (General Business, Professional, Service, Limited Liability): General Business

By: Carol McKillop
(Signature – attach evidence of authority to sign)

Name (typed or printed): Carol McKillop

Title: Vice President (CORPORATE SEAL-if available)

Attest: Don McKillop
(Signature of Corporate Secretary) Don McKillop, Sec-Treas.

Bidder's Business

address: PO Box 1002; Gillette, WY 82717
Phone: 307-682-0328 Facsimile: 307-682-3130

Submitted on October 3, 2019.

Contractor License No. 1218, 1219, 1220.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address):

DRM, Inc.
P.O. Box 1002 - Gillette, WY 82717-1002

SURETY (Name and Address of Principal Place of Business):

North American Specialty Insurance Company
1450 American Lane, Suite 1100 - Schaumburg, IL 60173

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location): ENERGY CAPITAL SPORTS COMPLEX 2019
PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): October 3, 2019

Penal sum Five Percent of the Total Bid Submitted
(Words)

5%

(Numerals)

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

DRM, Inc. (Seal)
Bidder's Name and Corporate Seal (If Avail)

SURETY

North American Specialty Insurance Company
(Seal-If Avail)
Surety's Name and Corporate Seal

By: Mark McKillop, President
Signature and Title Mark McKillop, Pres.

By: Deborah L. Burton
Signature and Title Deborah L. Burton, Attorney-in-Fact
(Attach Power of Attorney)

Attest: Don McKillop
Signature and Title Don McKillop, Sec-Treas.

Attest: Karina A. Stans
Signature and Title Assistant Account Manager

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Deborah L. Burton

Principal: DRM, Inc.

Bond Number: Bid Bond

Obligee: City of Gillette

Bond Amount: See Bond Form

Bond Description: Energy Capital Sports Complex, 2019 Proposed Improvements (19EN36)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



THIS CERTIFIES THAT:

_____ DRM, INC.

NO. _____ 0376

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

GRANTED THIS 2nd DAY OF August TWO THOUSAND AND 19

Kelly Roseberry
KELLY ROSEBERRY, LABOR STANDARDS MANAGER

EXPIRATION DATE: 8/1/20

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

SECTION 00300

BID FORM

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:
- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>9.24.19</u>
<u>2</u>	<u>9.30.19</u>
<u> </u>	<u> </u>

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

Lump Sum Base Bid Total Three Million Five Hundred Fifty Six **\$ 3,556,302.13**
Words *Thousand Two Hundred Two Dollars ; 13/100* *Figures*

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT	
			Dollars	Cts
A.	Lump Sum	Field #1 & #2 Floodlighting		
		<u>Five Hundred Sixty Eight Thousand</u>	\$ 568,937.36	
		<i>Words</i> <i>Nine Hundred Thirty Seven Dollars ; 36/100</i>	<i>Figures</i>	
B.	Lump Sum	Multiuse Field #3		
		<u>One Million Two Hundred Seventy One</u>	\$ 1,271,825.28	
		<i>Words</i> <i>Thousand Eight Hundred Twenty Five Dollars ; 28/100</i>	<i>Figures</i>	
C.	Lump Sum	Field #3 Floodlighting		
		<u>Three Hundred Fourteen Thousand</u>	\$ 341,541.48	
		<i>Words</i> <i>Five Hundred Forty One Dollars ; 48/100</i>	<i>Figures</i>	

Subcontractors

H3 H
Simon

Type of Work

Electric
Asphalt

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will include **no** allowance for adverse weather days.

- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid Security in the form of Bid Bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL-if available)
(Individual's Signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL-if available)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Mid-America Golf & Landscape, Inc., DBA Mid-America Sports Construction (SEAL-if available)

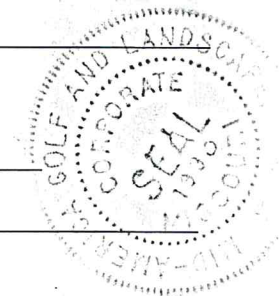
State of Incorporation: Missouri
Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mike Cordell

Title: Sec./ Treasurer
(CORPORATE SEAL-if available)

Attest: [Signature]
(Signature of Corporate Secretary)



Bidder's Business

address: 1621 E. Summit St. Lee's Summit, Mo 64081

Phone: 816.524.0010

Facsimile: 816.524.0150

Submitted on October 2, 2019.

Contractor License No. LC200143010.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address):

Mid-America Golf & Landscape, Inc.
1621 SE Summit Street, Lee's Summit, MO 64081

SURETY (Name and Address of Principal Place of Business):

The Guarantee Company of North America USA
One Towne Square, Suite 1470, Southfield, MI 48076

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location): ENERGY CAPITAL SPORTS COMPLEX 2019
PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): October 3, 2019

Penal sum Five Percent of Amount Bid
(Words)

5%
(Numerals)

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Mid-America Golf & Landscape, Inc. (Seal)
Bidder's Name and Corporate Seal (If Avail)

By: [Signature]
Signature and Title Sec / Treasurer
Mike Cordell

Attest: [Signature]
Signature and Title

SURETY

The Guarantee Company of North America USA
Surety Phone No. 248-281-0281 x 66012 (Seal-If Avail)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Susan E. Miranda, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Linda L. Nutt, Witness

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. Bid Bond
Principal: Mid-America Golf & Landscape, Inc.
Obligee: City of Gillette, Wyoming

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Susan E. Miranda
Thomas McGee, L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of October, 2019.

Randall Musselman, Secretary

SECTION 00300

BID FORM

*ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36*

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:
- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>9/25/19</u>
<u>2</u>	<u>10/01/19</u>
<u> </u>	<u> </u>

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

	Three million eight hundred forty three thousand three hundred twenty six dollars	\$	3,843,326.00
Lump Sum Base Bid Total	<i>Words</i>		<i>Figures</i>

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT Dollars Cts
A.	Lump Sum	Field #1 & #2 Floodlighting Four hundred ninety three thousand one hundred sixty three dollars <i>Words</i>	\$ 493,163.00 <i>Figures</i>
B.	Lump Sum	Multiuse Field #3 One million three hundred forty five thousand seven hundred eight dollars <i>Words</i>	\$ 1,345,708.00 <i>Figures</i>
C.	Lump Sum	Field #3 Floodlighting Two hundred fifty seven thousand two hundred twenty nine dollars <i>Words</i>	\$ 257,229.00 <i>Figures</i>

Subcontractors

Tucker Electric
Fieldtruf
Hot Iron
Western Services
G&G Landscaping
Simon

Type of Work

Electrical
Turf
Utilities
Fencing
Landscaping
Asphalt Paving

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will include **no** allowance for adverse weather days.

- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid Security in the form of Bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL-if available)
(Individual's Signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL-if available)

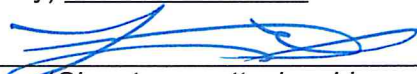
By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation


Corporation Name: Powder River Construction, Inc. (SEAL-if available)

State of Incorporation: Wyoming
Type (General Business, Professional, Service, Limited Liability): GB

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Lance Walker

Title: Estimator (CORPORATE SEAL-if available)

Attest:  _____
(Signature of Corporate Secretary)

Bidder's Business
address: 4001 E. Collins Rd, Gillette, WY 82718
Phone: 307-687-7721 Facsimile: 307-687-3137

Submitted on Oct. 3, 2019.

Contractor License No. 17201.

Powder River Construction, Inc. Project References

City Pool Parking Lot Improvements	19EN05	2019	City of Gillette
Gillette College Soccer Complex		2019	Campbell County, Gillette College NWCCD
CCHS Athletic Field Improvements		2019	Campbell County School Distric
PMS 2019	19EN02	2019	City of Gillette
Douglas Pathway Project		2019	City of Douglas

**MINUTES OF THE SPECIAL MEETING
OF THE SHAREHOLDERS OF
POWDER RIVER CONSTRUCTION, INC.**

A Special Meeting of the Shareholders of Powder River Construction, Inc., a Wyoming corporation, was held at the office of the corporation on the 29 day of OCTOBER, 2009.

Those present were Matthew Walker, Clifford Deiss and Tanner J. Bartel.

Matthew Walker called the meeting to order and was duly chosen to act as Chairman thereof, and Clifford Deiss was chosen to act as Secretary thereof.

The Secretary presented and read a Waiver of Notice of the Special Meeting which was ordered affixed to the minutes of this meeting.

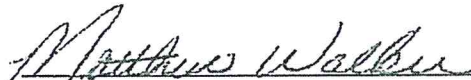
The purpose of the special meeting is to discuss and approve the appoint of Lance M. Walker as a signatory for the corporation.

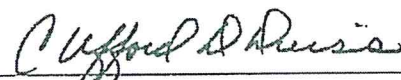
Upon motion duly made, seconded and unanimously carried, it was


RESOLVED, to adopt a resolution to appoint Lance M. Walker as a signatory of the corporation. He is authorized to sign checks, contracts, bid documents, insurance applications and other documents related to insurance, bonding applications and other documents related to bonding as well as any other documents which he is directed to sign by the officers or directors of the corporation.

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the same was adjourned.

DATED this 29th day of OCTOBER, 2009.


Matthew Walker


Clifford Deiss


Tanner Bartel

(S E A L)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address): Powder River Construction, Inc.
4001 E. Collins Road
Gillette, Wyoming 82718

SURETY (Name and Address of Principal Place of Business):
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, Iowa 50391-2006

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location):

Energy Capital Sports Complex 2019 Proposed Improvements
(19EN36)

BOND

Bond Number: PRC100319

Date (Not later than Bid due date): October 1, 2019

Penal sum Five Percent of bid total
(Words)

5%

(Numerals)

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Powder River Construction, Inc. (Seal) Nationwide Mutual Insurance Company (Seal-If Avail)
Bidder's Name and Corporate Seal (If Avail) Surety's Name and Corporate Seal

By: Matt Wacker President
Signature and Title

By: Janece L. Wilhelm
Signature and Title

Attorney-in-fact

(Attach Power of Attorney)

Attest: AKC Estimator
Signature and Title

Attest: Dodie Arnold
Signature and Title

CSA

Note: Above addresses are to be used for giving required notice.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JANECE L. WILHELM
SANDRA HIBLER
ALYSSA REAMS
SHELBY L. MEANS

CHRYSTAL JOHNSON
DAWN M MARTIN
TIFFANY VESSAR
LAURIE J. MINCHOW

DARREN W. HART
ANGELA BEANER
WENDY L. DAPRA
MERCEDES J. ARNOLD

CASPER WY

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIFTEEN MILLION AND NO/100 DOLLARS

\$ 15,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

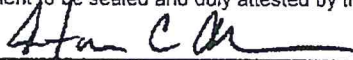
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



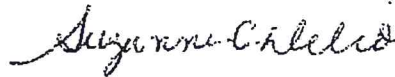
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company.

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Della
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021



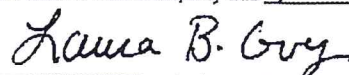
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of

October, 2019



Assistant Secretary



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0194

THIS CERTIFIES THAT:

POWDER RIVER CONSTRUCTION, INC.

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

GRANTED THIS 2nd DAY OF February TWO THOUSAND AND 19

Jason Delo
JASON DELO, INTERIM DEPUTY ADMINISTRATOR

EXPIRATION DATE: 2/1/20

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

SECTION 00300

BID FORM

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:
- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>9/25/19</u>
<u>2</u>	<u>10/1/19</u>
<u> </u>	<u> </u>

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

Lump Sum Base Bid Total	Words	Figures
Three Million Seven Hundred Ninety Five Thousand Dollars		\$ 3,795,000.00

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT
<hr/>			
A.	Lump Sum	Field #1 & #2 Flooding	\$ 503,081.00
			Words
			Five Hundred Three Thousand Eighty One
			Figures
			\$ 503,081.00

B.	Lump Sum	Multise Field #3	\$ 1,317,000.00
			Words
			One Million Three Hundred Seventeen Thousand
			Figures
			\$ 1,317,000.00

C.	Lump Sum	Field #3 Flooding	\$ 269,500.00
			Words
			Two Hundred Sixty Nine Thousand Five Hundred
			Figures
			\$ 269,500.00

- A. Required Bid Security in the form of _____ 5% Bid Bond _____.
- B. As required, a list of Project References
- C. As required, the BIDDER'S Qualification Statement with supporting data.
- D. State of Wyoming Residency Certificate if claiming residency.

7.01 The following documents are attached to and made a condition of this bid:

ARTICLE 7 – ATTACHMENTS TO THIS BID

6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

For these fixed completion date contract times there will include no allowance for adverse weather days.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Subcontractors	Type of Work
Simon Contractors	Asphalt
DRM	Earthwork & Utilities
Field Turf	Turf
G&G Landscape	Landscaping

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or
printed):

By: (SEAL-if available)
(Individual's Signature)

Doing business
as:

A Partnership

Partnership Name: (SEAL-if available)

By: (Signature of general partner – attach evidence of authority to sign)

Name (typed or
printed):

A Corporation

Corporation Name: Van Ewing Construction, Inc. (SEAL-if available)

State of Incorporation: Wyoming

Type (General Business, Professional, Service, Limited
Liability): General Business

By: (Signature – attach evidence of authority to sign)
Jake Ewing

Name (typed or
printed): Jake Ewing

Title: President

(CORPORATE SEAL-if available)

Attest: (Signature of Corporate Secretary)
Trevor Larson

Bidder's Business

address: 5650 Magnuson Blvd. Gillelte, WY 82718

Phone: 307-682-8085

Facsimile: 307-682-3064

Submitted on October 3rd, 2019.

Contractor License No. 1975.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address):

Van Ewing Construction, Inc.
P.O. Box 99

Gillette, WY 82717

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location):

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): October 3, 2019

Penal sum Five Percent of Amount Bid

(Words)

(Numerals)

5%

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SURETY



Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: Gloria Fugatt
Signature and Title

(Attach Power of Attorney)
Gloria Fugatt, Attorney-in-Fact

Attest:
Signature and Title

Carol M. Bobbit - Agent

Attest:
Signature and Title

Steve L. Laska

By: Steve L. Laska
Signature and Title

Steve L. Laska
President

Van Ewing Construction, Inc.
Bidder's Name and Corporate Seal
(Seal-If Avail)

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Bidder and Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Bidder and Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

TRAVELERS

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gloria Fugate of Casper, WY, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business or guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond

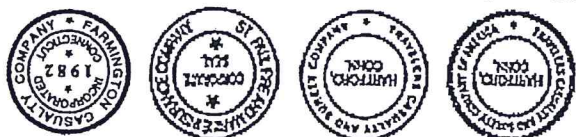
OR

Principal: Van Ewing Construction, Inc.
Obligee: City of Gillette

Project Description: ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS (19EN36)

2019.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May,



State of Connecticut

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

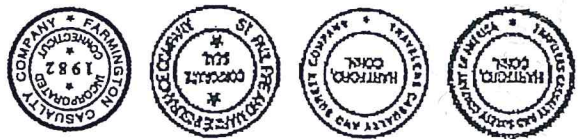
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, and any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Second Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, or any Assistant Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of October, 2019.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF WYOMING



CERTIFICATE OF RESIDENCY STATUS

NO. 0612

THIS CERTIFIES THAT:

VAN EWING CONSTRUCTION, INC.

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

GRANTED THIS 2nd DAY OF November TWO THOUSAND AND 18


KELLY ROSEBERRY, PROGRAM MANAGER

EXPIRATION DATE: 11/1/19

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



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Betcher II Subdivision, Located in the SW1/4 SE1/4 NW1/4 and the W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M. to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 7/0)

BACKGROUND:

The owners are proposing to subdivide 39.143 acres of land. This northeast area in the Betcher Subdivision was annexed to the City in 2015 as part of the Betcher Annexation, and the remaining portion of the property was annexed to the City as part of the Promontory Park II Annexation. The portion which is part of the Promontory Park II Annexation is currently un-platted City Land. Upon approval of this subdivision this land will become part of the Betcher II Subdivision.

In August 2019 the Planning Commission approved a Development Plan on the north portions of this property near E Shoshone Avenue. The proposed buildings will be located on Lot 2 of the Betcher II Subdivision. This subdivision is for ownership purposes only.

The Betcher II subdivision is a 5 Lot subdivision Lots 1-4 averaging 5.29 acres and Lot 5 being 18 Acres. Lots 1-3 have access to E Shoshone Avenue, Lot 4 has access via a 40' Access Easement on Tract A of the Betcher Subdivision along Butler Spaeth Road. Lot 5 has access from Highway 59 via an access easement.

Any future development will be required to undergo a development review. This proposed subdivision is for ownership purposes only, utilities will not be required to be extended at this time.

This case was approved by the Planning Commission during their October 8, 2019, meeting with a vote of 7/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for Approval of a Resolution Approving and Authorizing the Final Plat Known as Betcher II Subdivision, Located in the SW1/4 SE1/4 NW1/4 and the W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M. to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download	
<input type="checkbox"/>	Planning Commission Minutes 10/8/2019
<input type="checkbox"/>	Planning Requirements
<input type="checkbox"/>	Aerial And Vicinity Map
<input type="checkbox"/>	Plat
<input type="checkbox"/>	Resolution

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall
October 8, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Reardon, Ryan Conklin, Sheryl Martin, Ted Jerred, Trevor Matson and Jennifer Tuomela.

Commission Members Absent: None

Staff Present: Annie Mayfield, Planning & GIS Manager; Clark Sanders, Planner; and Jill McCarty, Sr. Administrative Assistant

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Ryan Conklin to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of September 24, 2019. Vice-Chair Reardon seconded the motion. Motion carried 7/0.

19.033Z-ZONING MAP AMENDMENT-
Proposed Lot 5 &
Portion of Lot 2,
Proposed Betcher II Sub

Chairman Nelson let the Commission and public know the zoning map amendment case for 19.033Z has been pulled from the agenda at the request of the owner.

19.032SFP-FINAL
PLAT-Betcher II
Subdivision

The owners, Donald L. Barton Revocable Trust, James L. Williamson, Sara L. Hartsaw, MD Revocable Trust, Platinum Land Group, LLC and Curtis J. Betcher, are proposing to subdivide 39.143 acres of land.

This northeast area in the Betcher Subdivision was annexed to the City in 2015 as part of the Betcher Annexation, and the remaining portion of the property was annexed to the City as part of the Promontory Park II Annexation. The portion which is part of the Promontory Park II Annexation is currently un-platted City Land. Upon approval of this subdivision this land will become part of the Betcher II Subdivision.

Any future development will be required to undergo a development review. This proposed subdivision is for ownership purposes only, utilities will not be required to be extended at this time.

Chairman Nielsen asked if there were any comments or questions from the Commission or public on the case.

There being no further comments or questions, Trevor Matson made a motion to approve the case. Ted Jerred seconded the motion. Motion carried 7/0.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there would be no meeting on October 22, 2019, or November 12, 2019, as there were no cases to be presented for those meetings.

ADJOURNMENT

The meeting adjourned at 7:04 p.m.

Minutes taken and prepared by Jill McCarty, Sr. Admin Assistant.

DRAFT

Planning Requirements

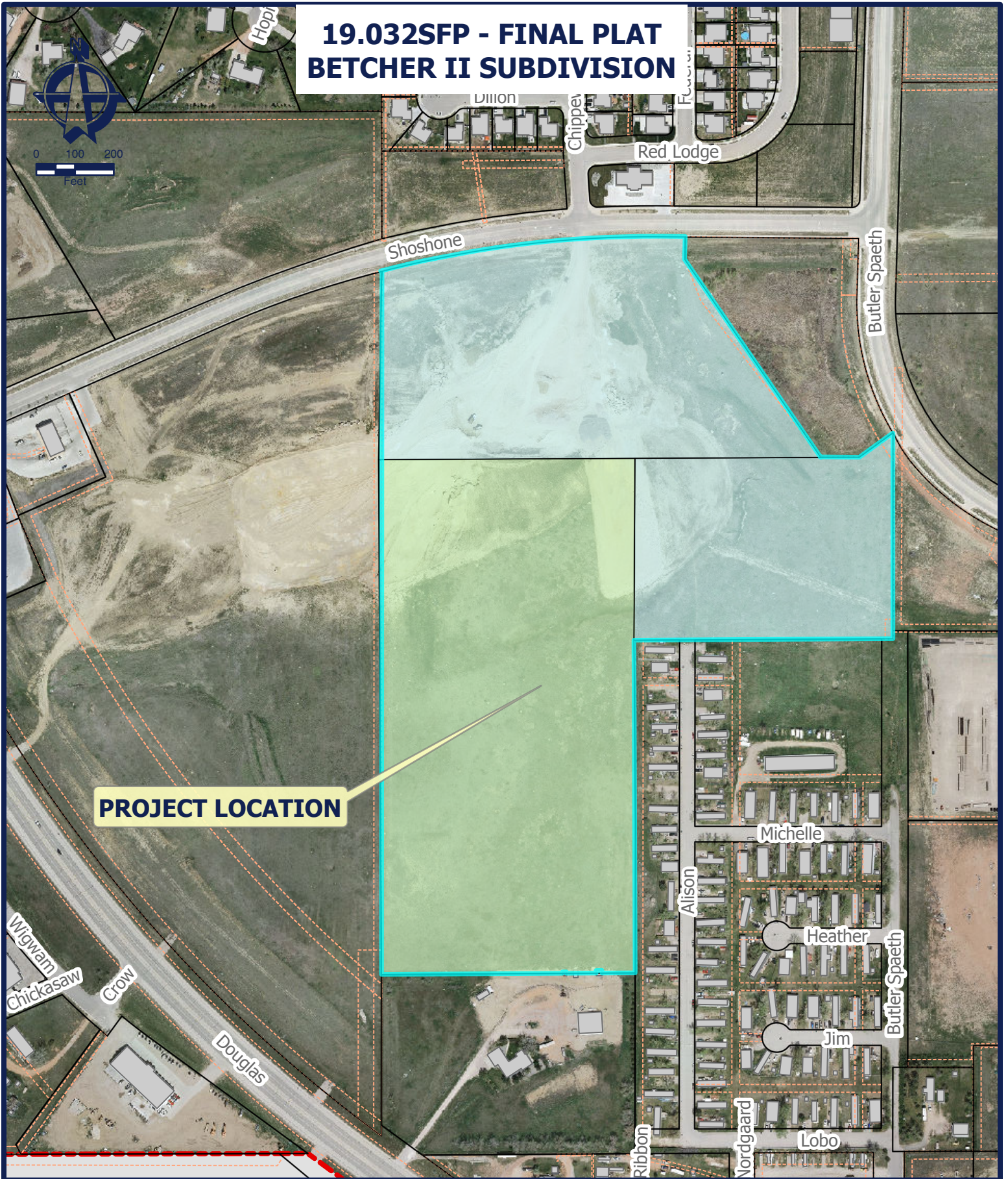
19.032SFP

Final Plat - Betcher II Subdivision

The Planning Requirements are as follows:

1. All comments and concerns listed in ePlans shall be addressed.
2. A Title Report is required prior to the filing of the final plat.
3. If there is a mortgage on any of the properties a signed Consent to Subdivide shall be provided prior to the filing of the plat.
4. A filing fee of \$75 shall accompany the final signed mylar, payable to the Campbell County Clerk.

19.032SFP - FINAL PLAT BETCHER II SUBDIVISION



CITY OF GILLETTE

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

9/11/2019 3:09 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.

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

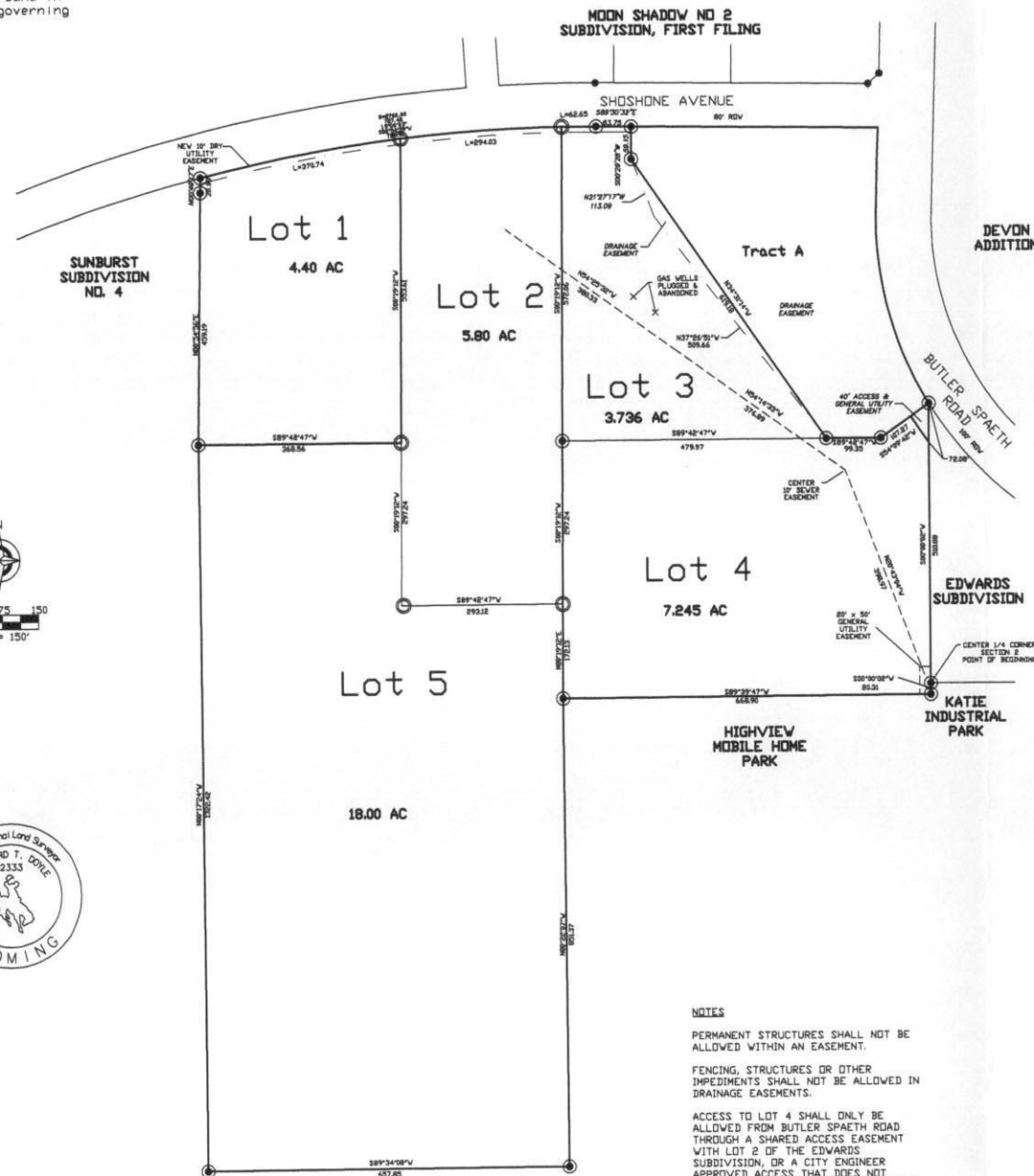
DECLARATION VACATING PREVIOUS PLATTING
THIS PLAT IS THE RESUBDIVISION OF BETCHER SUBDIVISION AS
RECORDED IN BOOK 11 OF PLATS, PAGE 4, OF THE RECORDS OF
THE CAMPBELL COUNTY CLERK. ALL EARLIER PLAT OR PORTIONS
THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE
HEREBY VACATED.

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a
registered land surveyor, licensed under the laws of the
State of Wyoming, that this plat is a true, correct, and
complete plat of BETCHER II SUBDIVISION as laid out,
platted, dedicated and shown hereon, that such plat was
made from an accurate survey of said property by me and
under my supervision and correctly shows the location and
dimensions of the lots, easements, and streets of said
subdivision as the same are staked upon the ground in
compliance with City of Gillette regulations governing
the subdivision of the land.

FINAL PLAT BETCHER II SUBDIVISION CITY OF GILLETTE, WYOMING

A RESUBDIVISION OF LOTS 1 AND 2, BETCHER SUBDIVISION,
AND A PORTION OF
SW1/4 NE1/4 SW1/4 AND W1/2 SE1/4 NW 1/4 OF SECTION 2,
T49N, R72W
OF THE SIXTH P.M., CAMPBELL COUNTY, WYOMING
CITY OF GILLETTE, WYOMING



NOTES

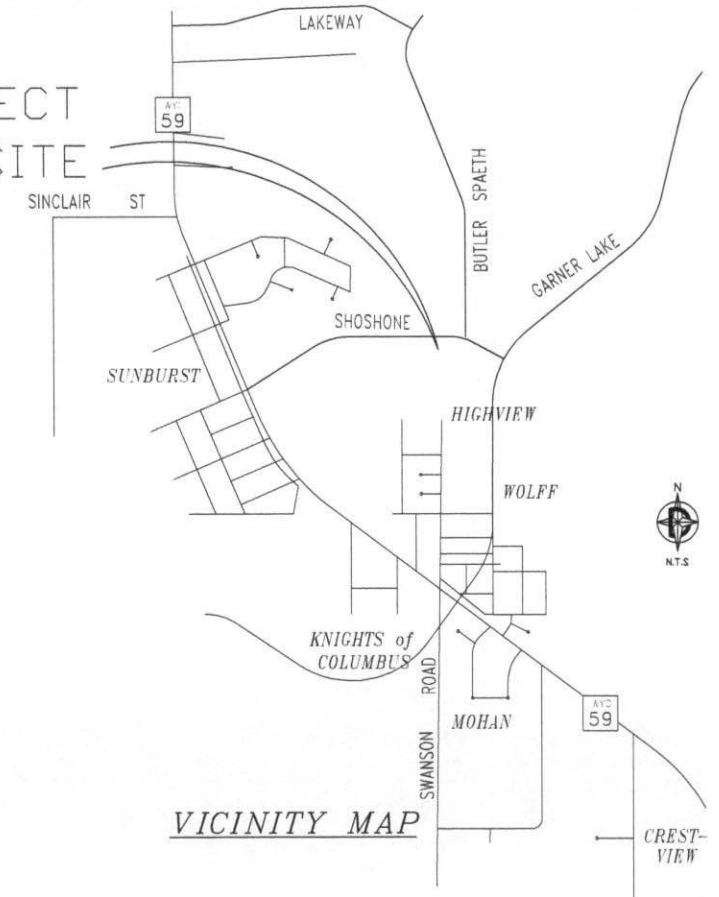
PERMANENT STRUCTURES SHALL NOT BE
ALLOWED WITHIN AN EASEMENT.

FENCING, STRUCTURES OR OTHER
IMPEDEMENTS SHALL NOT BE ALLOWED IN
DRAINAGE EASEMENTS.

ACCESS TO LOT 4 SHALL ONLY BE
ALLOWED FROM BUTLER SPAETH ROAD
THROUGH A SHARED ACCESS EASEMENT
WITH LOT 2 OF THE EDWARDS
SUBDIVISION, OR A CITY ENGINEER
APPROVED ACCESS THAT DOES NOT
COMPROMISE THE FUNCTIONALITY OF THE
EXISTING DETENTION POND.

THIS SUBDIVISION IS FOR OWNERSHIP
PURPOSES ONLY. ALL IMPROVEMENTS
SHALL BE THE DEVELOPER'S
RESPONSIBILITY AT THE TIME OF
DEVELOPMENT.

PROJECT SITE



APPROVALS

Data on this plat reviewed this _____ day of _____
20____, A.D., by the City Engineer of Gillette, Wyoming.

City Engineer _____

This plat approved by the City of Gillette Planning Commission
this _____ day of _____, 20____, A.D.

Chairman _____

Secretary _____

Approved by the City Council of the City of Gillette, Wyoming this
_____ day of _____, 20____, A.D.

Mayor _____

City Clerk _____

This plat filed for record in the office of the Clerk and Recorder
at _____ o'clock _____ m., _____, 20____,
and is duly recorded in Book _____, Page No. _____.

County Clerk _____

FINAL PLAT BETCHER II SUBDIVISION GILLETTE, WYOMING

Prepared for:
Curtis J. Betcher, ETAL
1333 Moonshiner Lane
GILLETTE, WY 82718

Prepared by:
DOYLE SURVEYING INC.
801 E 4TH ST
Suite 15
Gillette, WY 82716
PH (307) 686-2410

Date of Preparation: SEPTEMBER, 2019

SHT 1 OF 2

SUMMARY
TOTAL LOTS: 5
R.O.V. AREA: N/A
TOTAL AREA: 39.143 AC
ZONING: C-1, I-1

LEGEND

- FOUND CORNER MONUMENT
- SET 24" LONG 5/8" REBAR
WITH ALUMINUM SURVEY CAP
MARKED "RLS 2333"

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
FINAL PLAT KNOWN AS BETCHER II SUBDIVISION,
LOCATED IN THE SW1/4 SE1/4 NW1/4 AND THE W1/2 NE1/4
SW1/4, SECTION 2, TOWNSHIP 49 NORTH, RANGE 72
WEST OF THE 6TH P.M.; TO THE CITY OF GILLETTE,
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

WHEREAS, the Final Plat for Betcher II Subdivision, located in SW1/4 SE1/4 NW1/4 AND THE W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on October 8, 2019, with Planning Requirements.

WHEREAS, the recording of the Final Plat for Betcher II Subdivision, located in SW1/4 SE1/4 NW1/4 AND THE W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming, with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on October 8, 2019.

THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

the Final Plat for Betcher II Subdivision, located in SW1/4 SE1/4 NW1/4 AND THE W1/2 NE1/4 SW1/4, Section 2, Township 49 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming has been approved by the City of Gillette, Wyoming as prepared by Doyle Surveying, Inc., signed by Richard T. Doyle, Professional Land Surveyor, Wyoming Registration Number 2333, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

A Public Hearing to Consider Amendments to the Gillette City Budget for FY2019/2020.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
No Attachments Available



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

www.gillettewy.gov

DATE: 10/15/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2019-2020.

BACKGROUND:

This is the first amendment to the FY2019/2020 Council approved budget, adding an additional \$52,958,801 in expenditure authority. This amendment includes:

1. Carryover requests funded by application of unassigned cash and/or offsetting revenue totaling \$52,693,393 distributed as follows:

General Fund - \$2,440,845

1% Fund - \$8,399,058

Madison Fund - \$40,994,902

Water Fund - \$326,151

Sewer Fund - \$519,037

Property Insurance Fund - \$13,400

2. New/Additional funding requests funded by application of unassigned cash and/or offsetting revenue totaling \$265,408 distributed as follows:

General Fund - \$65,408

Fiber Fund - \$200,000

A detailed itemization of the budget amendment requests is attached. All requests included for consideration have been reviewed and recommended for approval by the Finance Department and Administration, as well as reviewed with Council during the October 8, 2019 City Council Work Session.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the Resolution to amend the City of Gillette Budget for the 2019/2020 Fiscal Year.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Resolution for FY20 Budget Amendment #1
<input type="checkbox"/> FY19/20 Budget Amendment #1 Summary

RESOLUTION NO. _____

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2019-20 FISCAL YEAR PURSUANT TO W.S. 16-4-113.

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

THE CITY BUDGET, AS SO REVISED, ALTERED AND OUTLINED BELOW, BE ADOPTED AS THE OFFICIAL CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

ESTIMATED REVENUES:

General Fund		
Taxes	\$	25,136,771
License and Permits		1,009,667
State & Federal Shared Revenues		3,962,195
Grants & Loans		310,344
Charges for Services		5,212,653
Other Revenues		2,416,347
Application of Unassigned Cash		8,454,927
One Percent Tax		32,223,558
LID 651 - Indian Hills		20,967
LID 652 - Interstate Industrial		109,465
Madison Water Line		49,073,523
Utilities Administration		3,028,577
Solid Waste		3,389,045
Water		11,974,396
Power		38,086,739
Sewer		8,326,463
Fiber		2,734,837
City West Operations		586,648
City Warehouse		452,840
Vehicle Maintenance		2,984,040
Health Insurance		5,772,509
Insurance		830,336
Grand Total	\$	<hr/> 206,096,847

ESTIMATED EXPENSES:

Mayor and Council, General	\$	245,744
Administration, General		704,730
Gillette Public Access, General		598,754
Special Projects, General		15,853,313
Judicial/Parking Control, General		785,164
City Attorney, General		407,160
Human Resources, General		675,899
Safety and Risk Management, General		163,529
Finance, General		931,783
Customer Service, General		1,127,791
Purchasing, General		186,118
City Clerk, General		284,343
Information Technology, General		2,887,756
Police, General		8,341,025
Dispatch, General		1,003,943
Victims Advocate, General		202,341
Animal Control, General		441,964
Animal Shelter Operations, General		280,885
City Hall Maintenance, General		875,288
Public Works Administration, General		404,741
Parks, General		2,055,781
Forestry, General		280,900
Streets, General		3,425,476
Traffic Safety, General		504,252
Geographical Information, General		519,401
Engineering, General		2,048,888
Building Inspection, General		703,819
Planning, General		358,772
Code Compliance, General		203,344
One Percent Tax, Capital Projects		32,223,558
LID 652 - Interstate Industrial		106,951
Madison Water Line, Enterprise		48,005,016
Utilities Administration, Enterprise		617,300
Electrical Engineering, Enterprise		1,053,706
SCADA, Enterprise		1,357,571
Solid Waste, Enterprise		3,389,045
Water, Enterprise		11,753,211
Swimming Pool, Enterprise		221,185
Power, Enterprise		38,086,739
Sewer, Enterprise		8,326,463
Fiber, Enterprise		2,734,837
City West Operations, Intergovernmental		584,748
City Warehouse Operations, Intergovernmental		452,840
Vehicle Maintenance, Intergovernmental		2,984,040
Health Fund, Insurance		5,699,296
Insurance, Insurance		777,286
Grand Total	\$	204,876,696

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF OCTOBER, 2019.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Publish:

BUDGET AMENDMENT #1, SUMMARY OCTOBER 15, 2019

	Total Expense Adjustment	Offsetting Revenue	Comments:
<u>General Fund</u>			
<u>Carryover from FY19</u>			MAC, Gillette Historical Preservation Grants, IT Incode Court Software, Radio Tower & Antenna
General Fund Misc.	\$ 108,109	\$ 4,336	Repairs , Building Abatement
Special Projects	1,858,453	-	Design for Various Remodel Projects, Cam-Plex Facility Refurbish & Maintenance
Attorney - Cable Franchise Agreement	64,283	-	Expenses Related to Extending Cable Franchise Agreement
GPA - Control Room and City Hall Technology Upgrades	300,000	300,000	City Hall Technology Upgrades Funded by Charter PEG Fees
Parks - Ice Slicer Savings	110,000	-	Utilize Savings to Fund Future Salt Shed Replacement & Maintenance
Total Carryover from FY19	2,440,845	304,336	
<u>Request for New Funds</u>			
General Fund Misc.	65,408	59,008	Bullet Proof Vests Grant, GPA Grant for Filming Events, LED Roadway Lighting Grant, Increase
Total Request for New Funds	65,408	59,008	Code Compliance for Full Time Person - Funded by GIS Savings
Total General Fund:	\$ 2,506,253	\$ 363,344	
Net General Fund Application of Unassigned Cash	<u>2,142,909</u>		
<u>1% Fund</u>			
<u>Carryover from FY19</u>			
PMS Projects - Various	\$ 3,270,179	\$ -	City Pool Parking, Goldenrod Repairs, 2019 PMS, Large Patches & Alley Projects
Sidewalk Repairs	98,614	-	Annual Maintenance Projects
Beautification Programs - Various	93,350	-	Fencing, Bulbs, Roadway Beautification Projects
Park Improvements - Various Projects, Signage, Equip.	487,392	4,000	Porta Toilet Enclosures, Little League Repairs, Sage Bluffs Project, Landscaping, Track Trails
Traffic Signals	135,752	-	Boxelder/Garner, School Zone Signal Timer Upgrade, Pedestrian Crossing Enhancements
Bridges - Gurley Overpass Maintenance	25,000	-	
Drainage Projects - Various	350,000	-	
Bike & Walking Paths	1,182,988	496,690	New Sidewalks, Dalbey Park to Gillette College Funded by Grants, Hwy 50 Widening
Water Mains & Storage Reservoirs	1,802,000	-	Water Main Replacements & Z1-R2 Water Tank Rehab
Sanitary Sewer Mains - Replacement	900,000	320,653	
1% Misc.	53,783	-	Boys & Girls Club - Daniels Fund Grant Match & LID Miscellaneous
Total Carryover from FY19	8,399,058	821,343	
Total 1% Fund:	\$ 8,399,058	\$ 821,343	
Net 1% Fund Application of Unassigned Cash	<u>7,577,715</u>		
<u>Enterprise & Other Funds</u>			
<u>Carryover from FY19</u>			
Madison Pipeline Project	\$ 40,994,902	\$ 40,994,902	Funded by State Grant Revenue and Use of Cap Tax Proceeds
Water Misc. & Pool Repairs	326,151	-	Tank Cleaning, Water Rate Study, Donkey Creek ARC Flash Upgrade & Misc.
Sewer Misc.	519,037	-	Digester, UV Building Projects & SCADA Improvements
Property Insurance Misc.	13,400	-	Animal Control Building
Total Carryover from FY19	41,853,490	40,994,902	
<u>Request for New Funds</u>			
Fiber Misc.	200,000	-	Repayment of Interfund Loan to Power
Total Request for New Funds	200,000	-	
Total Enterprise Funds:	\$ 42,053,490	\$ 40,994,902	
Net Enterprise Funds Application of Unassigned Cash	<u>1,058,588</u>		
Total Budget Amendment #1 Requests	<u>\$ 52,958,801</u>	<u>\$ 42,179,589</u>	
Total Application of Unassigned Cash - All Funds	\$ 10,779,212		

Total Carryover - \$52,693,393
Total New Requests - \$65,408
Internal Transfers - \$200,000