



CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E 5TH ST.
CITY OF GILLETTE
Tuesday, August 20, 2024
6:00 PM

- A. Call to Order.**
- B. Invocation and Pledge of Allegiance.**
 - 1. Invocation and Pledge of Allegiance led by Pastor Greg Pollick with Bridge Church.**
- C. Approval of General Agenda.**
- D. Approval of Consent Agenda.**

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a member of Council so requests, in which case, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- 1. Minutes**
 - a. Regular Meeting Minutes - August 6, 2024**
- 2. Other - Consent**
- 3. Ordinance 3rd Reading - Consent**
- 4. Ordinance 2nd Reading - Consent**
- 5. Bills and Claims**
 - a. Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

- E. Approval of Conflict Claims.**
 - 1. Appointments**
- F. Comments.**
 - 1. Council**
 - 2. Liaison Reports**
 - 3. Written**
 - 4. Other - Comments**
 - a. Recognition of Softball Teams**

Staff Reference:

- G. Unfinished Business.**
 - 1. Ordinance 2nd Reading.**
 - 2. Ordinance 3rd Reading.**

3. Other.

H. New Business.

1. Presentations

- a. **Dalbey Park Master Plan Update ~ Joe Schoen, City Engineer & Russell & Mills Consultants**

Staff Reference:

- b. **Enzi Ball Fields Project Update**

Staff Reference:

- c. **WYDOT - STIP Presentation**

Staff Reference:

2. Minute Action

- a. **Council Consideration of a Street Closure on the 200 block of Ross Avenue for a Good Guys Hall of Fame Road Tour from 3:00 p.m. to 6:00 p.m. on September 10, 2024, Requested by Frontier Auto Museum.**

Staff Reference: **MAP** - Jennifer Toscana, Public Affairs Director

- b. **Council Consideration of a Street Closure on Wenger Drive for the 11th Annual Marine Corps League 5k, from 4:30 p.m. to 7:30 p.m., on September 11, 2024, Requested by Joseph Bolton.**

Staff Reference: **MAP** - Jennifer Toscana, Public Affairs Director

- c. **Council Consideration of a Parade Permit on November 11th, from 1:00 p.m. to 2:00 p.m., on 2nd Street from 4-J Road to Osborne Avenue for the Veterans Day Parade, Requested by the Veterans Day Parade Committee.**

Staff Reference: **MAP** - Jennifer Toscana, Public Affairs Director

- d. **Council Consideration of an Amendment for Professional Services for the Heritage Lift Station Replacement Project, with HDR Inc., in the Amount of \$57,545.00.**

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

- e. **Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the Echeta Road Reconstruction Project, with PCA Engineering, Inc, in the Amount of \$241,418.00 (1% Project).**

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

- f. **Council Consideration of a Bid Award for the 2024 Pothole Concrete Repair Phase 1, to S&S Builders, LLC (1% Project).**

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

- g. **Council Consideration of a Bid Award for the 2024 Asphalt Pothole Repair Project, to S&S Builders, LLC (1% Project).**

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

- h. **Council Consideration for Four (4) New 2025 1 Ton 4 Wheel Drive Long Wheelbase Crew Cab Pickups.**

Staff Reference: Sawley Wilde, Public Work Director

- i. **Council Consideration for the Acceptance of the bid to Ken Garff Motors, Cheyenne, Wyoming in the amount of \$50,305 for their bid on One (1) New 2025 4 Wheel Drive Police Interceptor Crew Cab Pickup.**

Staff Reference: Sawley Wilde, Public Works Director

- j. **Council Consideration for the Acceptance of the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$408,532 for their bid on One (1) New 2026 Autocar right hand steer, low entry, cab forward cab & chassis with One (1) New McNeilus automated refuse compactor body.**

Staff Reference: Sawley Wilde, Public Works Director

- k. **Council Consideration for the Acceptance of the bid to Griener Ford, Casper, Wyoming in the amount of \$272,424 or \$45,404 each for their bid on Six (6) New 2025 Utility Police Interceptor**

AWD SUV.

Staff Reference: Sawley Wilde, Public Works Director

- I. Council Consideration for the Acceptance of the bid to Tri State Truck and Equipment, Casper, Wyoming in the amount of \$448,164 for their bid on Two (2) 2023 or newer Extended Reach Wheel Loader with less than 20 Hours with Full Warranty.**

Staff Reference: Sawley Wilde, Public Works Director

- m. Council Consideration for the Acceptance of the bid to Floyd’s Truck Center, Gillette, Wyoming in the amount of \$307,589 for their bid on One (1) New 2026 Tandem Axle Dump Truck, Body, Hydraulics, Plow, Sander and Required Miscellaneous Equipment.**

Staff Reference: Sawley Wilde, Public Works Director

- n. Council Consideration for the Acceptance of the bid to Bobcat of Gillette, Wyoming in the amount of \$28,337.19 for their bid on One (1) New Diesel 4x4 Enclosed Cab Utility Vehicle.**

Staff Reference: Sawley Wilde, Public Works Director

- o. Council Consideration of a Quote Award for the Abatement of 5 Garden Circle, to Silver Nail Construction, in the Amount of \$6,240.00.**

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

- p. Council Consideration of a Resolution Creating a City of Gillette Roadside Memorial Program.**

Staff Reference: **IMAGE** - Michael H. Cole, City Administrator

- q. Council Consideration of a Resolution Adopting the 2024 Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan, and Weston Counties.**

Staff Reference: Sean Brown, City Attorney.

3. Ordinance 1st Reading.

I. Public Hearings and Considerations

J. Public Comment

The purpose of Public Comment is for the Council to receive thoughts, suggestions, and concerns from our citizens. To this end, the Council will not engage in any discussion with individuals presenting Public Comment; nor will the Council engage in discussion amongst itself during the Public Comment Period. The reason for this is to treat each presenter and the ideas presented with due respect. Many of the ideas presented will require time for careful consideration, review, and discussion with City Staff. After such time, the Council may respond to matters raised during Public Comment at an appropriate time and setting.

K. Administrator's Report

L. Executive Session

M. Adjournment

City Council Meeting Comment Form

MAYOR

Shay Lundvall

COUNCIL MEMBERS BY WARDS

WARD 1

Tricia Simonson

Jim West

WARD 2

Billy Montgomery

Timothy Carsrud

WARD 3

Heidi Gross

Nathan McLeland

www.gillettewy.gov





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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Invocation and Pledge of Allegiance led by Pastor Greg Pollick with Bridge Church.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Regular Meeting Minutes - August 6, 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Regular Meeting Minutes 08.06.2024](#)

A regular meeting of the City Council was held on Tuesday the 6th day of August 2024, in the City Hall Council Chambers.

Present were Councilmembers Simonson, Carsrud, McLeland, Gross, Montgomery, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Deaton, Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; City Clerk Allen and Deputy City Clerk Clymer.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor George Keralis of Family Life Church.

Approval of General Agenda

Councilmember West made a motion to approve the General Agenda; seconded by Council President Carsrud. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – July 16, 2024

Bills and Claims

Absolute Auto, LLC, 844.40; Adobe Systems Inc, 31,514.04; Advance Auto Parts, 289.16; Advanced Network Management Inc, 35,347.20; Advanced Traffic Products Inc, 572.00; Agosto Holdings, LLC, 448.56; AlSCO, 1,878.63; Altec Industries Inc, 317.70; Anixter Power Solutions, 12,367.70; April Shippy, 40.00; Architectural Specialties LLC, 2,070.00; Arechiga, Felicity, 25.27; Arete Design Group, 8,730.26; Atlas Office Products, 2,665.42; Baker Hughes, A Ge Company, LLC, 2,821.00; Balco Uniform Co., Inc, 13.56; Barco Municipal Products, Inc, 2,180.00; Bauer, Thelma, 1,406.22; Bayly, Adrienne, 94.83; Best Best & Krieger LLP, 3,929.00; Big Horn Tire Inc, 4,872.58; Bighorn Hydraulics Inc, 468.43; Billings, Russell, 200.00; Biological Consulting Services Of, 7,225.00; Black Hills Energy, 31.90; Black Hills Energy, 3,642.62; Black Hills Power & Light, 277,846.09; Black Hills Power & Light, 117,140.15; Black Hills Power & Light, 9,971.70; Black Hills Power & Light, 281,311.71; Black Hills Wyoming LLC, 110,351.27; Black Hills Wyoming LLC, 298,984.08; Blue Cross Blue Shield of Wyoming, 97,270.71; Blue Cross Blue Shield of Wyoming, 79,036.55; Blue Cross Blue Shield of Wyoming, 86,638.66; Bomgaars Supply, 467.46; Border States Electric, 1,926.75; Brinc Drones, Inc., 8,239.00; Brosa, Brandon, 139.41; Campbell County Hospital District, 1,027.00; Campbell County Hospital District, 18,159.00; Campbell County Joint Powers Fire Board, 164,383.00; Campbell County Juvenile, 1,842.58; Campbell County Landfill, 78,279.75; Campbell County Parks and Recreation Dept, 40,000.00; Campbell County Public Land Board Complex, 74,799.79; Campbell County Sheriff, 300.00; Car-Knack Inc, 4,399.99; Carter, Renee, 183.83; CBH Co-Op, 2,040.78; Central Truck & Diesel Inc, 7,674.19; CenturyLink, 152.89; CenturyLink, 2,508.04; Charter Media, 1,099.00; Chemsearch, 4,918.91; City Clerk Office, 8,139.19; City Of Gillette - Petty Cash, 65.98; CivicPlus, LLC, 7,547.40; Claus LLC, 386.00; Cochran, Shawna, 102.83; Collection Professionals Gillette, 895.13; Collins Communications Inc, 32,334.01; Consolidated Electrical Distributors, Inc, 14,430.69; Cps Distributors, 52.98; Craig Furman, 75.00; Crum Electric Supply Company, 120,559.85; Cu Solutions Group, Inc, 7,657.65; Cues Inc, 1,053.74; Cummins Rocky Mountain Inc, 4,800.64; Dana Kepner Company Inc, 2,360.00; Daniel Kluver, 269.75; Davis & Cannon LLP, 750.00; Davis, Kimberly, 86.15; Delta Dental of Wyoming, 24,056.70; Department Of Energy, 65,139.53; Department Of the Treasury, 1,706.70; Design Construction, 500.00; Design Construction LLC, 141,408.35; Dictationstore.Com, 37.50; Dorn, Jeremy, 125.11; Dowl LLC, 3,393.75; DRM Inc, 500.00; Dupree Building Specialties of Mt, 1,918.00; Ellis, Tim, 61.53; Employment Testing Services Inc, 1,160.00; Energy Acquisition, 43.56; Energy Chain & Sling LLC, 156.31; Energy Laboratories Inc, 4,643.80; Esri Inc, 40,900.00; Farmer Brothers Company, 1,027.18; FedEx, 46.85; Ferguson Enterprises, Inc #1116, 11,095.00; First Class Auto, 391.27; First National Bank of Gillette, 9,981.33; Foutch, Ryan, 61.75; Frandson Safety Inc, 1,052.00; G And G Landscaping Inc, 8,250.00; Gades Sales Company Inc, 9,100.00; Gallagher Benefit Services, Inc, 140.00; Gametime, 379.42; Ge Digital LLC, 37,631.36; Gillette Contractors Supply Inc, 29,080.06; Gillette Steel Center, 265.00; Global Payments Inc, 1,166.66; Governmentjobs.Com, 1,474.49; Greene, Charles, 68.15; Greg's Welding Corporation, 3,440.00; Grossenburg Implement Incorporated, 3,499.00; Guglielmetti, Breeanna, 85.96; Hawkins Inc, 893.83; HD Supply Inc, 318.45; HDR Engineering Inc, 20,043.25; High Glass Window Cleaners Inc, 2,300.00; Hladky Construction, 166,894.58; Holtz, Casey, 176.51; Home Fire Foods, 267.00; Hot Iron, 573,937.85; Hot Iron, 7,550.00; Hub International Mountain States Limited, 300.00; Inland Potable Services, Inc, 22,400.00; It Outlet Inc, 36,878.21; Jack's Truck Center Inc, 939.71; JLC Sign Systems Inc, 215.00; Jo A Dedecker, 5,500.00; Joe Johnson Equipment, LLC, 1,064.60; Joe Johnson Equipment, LLC, 1,037.27; Jones, Darlene, 25.47; Kinlichee, Chelcie, 120.31; Kris Anderson, 850.00; Lawson Products, Inc., 341.20; LexisNexis Matthew Bender, 1,025.53; Line Finders, LLC, 3,858.75; Lucero, Dylan, 58.88; Malone, Jade, 80.34; Mayra Macias,

52.42; McNeilus Truck & Manufacturing, 5,782.26; Mechanical Design Works, 13,500.00; Mehlberg, Tallie, 93.86; Mid West Pest Management, 3,605.00; Midland Implement Co Inc, 1,335.44; Mii Life Insurance, Incorporated, 1,002.52; Mii Life Insurance, Incorporated, 3,743.94; Mii Life Insurance, Incorporated, 1,827.43; Mii Life Insurance, Incorporated, 240.50; Minchow, Hayden, 94.24; Mountain Peak Builders LLC, 4,138.33; Mountain Peak Builders LLC, 91,704.71; Mountain States Pipe & Supply, 9,725.00; National Tactical Officers Association, 5,400.00; National Testing Network, Inc, 750.00; Newman Signs Inc, 166.02; Newman Signs Inc, 2,411.97; News Record, 7,999.00; Norco Inc, 2,179.67; Northwest Lineman College, 1,428.30; One Call of Wyoming Corp, 462.75; Optum Health Financial Services, 338.25; Paintbrush Sewer & Drain, 14,093.57; Parkinson, Brad, 49.60; Parkside Apartments Limited Partnership, 93.44; Pca Engineering Inc, 2,896.35; Pete Lien & Sons Inc, 2,400.00; Phil Gonzales, 2,655.00; Postal Pros Southwest Inc, 5,885.80; Powder River Construction, 72,564.58; Powder River Energy Corporation, 7,904.76; Powder River Heating & Conditioning Corporation, 15,109.80; Pro Force Law Enforcement, 19,717.63; ProElectric Inc, 3,391.36; PVS Dx Inc, 6,599.39; Quality Auto, LLC, 42,199.00; Quent Kissack, 1,800.00; Rasmussen, Allen & Nanci, 114.86; RDO Equipment Co, 1,315.86; Record Supply Inc Napa, 2,663.83; Renegade Plumbing, Heating and Air LLC, 7,787.53; Rms Instrument & Electrical, LLC, 962.50; Russell & Mills Studios, 8,268.14; S & S Builders, 85,690.38; Safety In Motion Inc, 3,110.00; Sandoval, Tammy, 172.30; Security State Bank, 30,207.26; Shade Systems, Inc., 13,546.00; Sherman & Reilly Inc, 7,535.79; Sherwin Williams, 543.82; Shi International Corp, 201,084.64; Shoebox Ltd., 7,255.09; Silver Nail Construction, 500.00; Simon Contractors, 19,438.23; Simpson's Printing, 129.00; Smith, Irwin, 166.47; State Of Wyoming - Ets, 12.40; Sterling Infosystems, Inc, 446.44; Stotz Equipment, 94.98; Stuart C. Irby Co, 13,650.00; Team Laboratory Chemical, LLC, 1,075.50; Temperature Technology, Inc, 2,089.52; Terry Sjolin, 825.00; That Embroidery Place, 5,238.75; The Pin Center, 2,175.00; Thompson, Haley, 43.19; Thomson West, 421.91; Thunder Basin Ford LLC, 521.18; Traffic Signal Controls Inc, 2,399.00; Tucker Electric Inc, 4,998.00; UMB Bank, 99,554.15; United Central Industrial Supply Co, 425.47; Van Ewing Construction, 500.00; Verizon Wireless, 1,791.33; Verizon Wireless, 11,176.32; Via680, LLC, 7,437.50; Villegas, Susana, 114.25; Vital Records Holdings, LLC, 1,244.80; Warm Property Pool, 22,877.52; Weisheimer Law, LLC, 2,000.00; Western Stationers, 2,128.69; Western Waste Solutions Inc, 6,747.00; White, Trista, 90.43; White's Frontier Motors, 862.45; WWC Engineering, 22,504.26; Wyodak Resources Development Corp, 176,096.73; Wyoming Center For Clinical Excellence, 1,200.00; Wyoming Conference Building Official, 50.00; Wyoming Department of Health, 936.00; Wyoming Dept Of Transportation, 10.00; Wyoming State Revenue and Tax, 110,935.04; Wyoming Water Solutions, 84.00; WyoStar, 250,000.00; Xerox Corporation, 29.67; Zaidi, Syed, 151.16; Zions Bank, 1,288,890.70

Councilmember Simonson made a motion to approve the Consent Agenda; seconded by councilmember McLeland. All voted aye. The motion carried.

Comments

Council

Councilmember Gross welcomed the Camporee attendees. Gross added that she encourages people to utilize resources for facts about the Camporee.

Councilmember Simonson stated that Councilmember West, Administrator Cole, and herself attended the Northeast Wyoming Municipality Meeting. Topics discussed at the meeting were affordable housing, workforce housing, Retail Liquor Licenses, Direct Distribution, and Transient vs. Lodging tax.

Councilmember West gave a shoutout to the first responders for keeping our community safe.

Councilmember Montgomery stated that Fire Station 1 will be hosting a pancake feed this Thursday at 9:00 a.m. for Veterans.

Liaison Reports

Councilmember Simonson reported that she attended the Mental Health Steering Committee adding that the committee is preparing for Suicide Prevention and Awareness month in September. Simonson stated that she also attended the Fire Board's quarterly meeting with the commissioners in which they discussed the Fire Ban Resolution and funding towards the training center. Simonson concluded with an update from Chief Bender pertaining to the recent fires.

Other

Mayor Lundvall reminded the public that school is starting soon and to be mindful of activities happening in the community as well.

New Business

Presentations

Director Toscana presented a “Things to Know for the month of August 2024” video.

Minute Action

Councilmember Montgomery made a motion to Approve a Street Closure on E-Z Street from Highway 59 to the end of Sonic Property, on Saturday, August 24, 2024, from 6:00 p.m. to 12:00 a.m., for an End of Summer Party, Requested by Sonic Drive-In; seconded by councilmember Gross. Buddy Morman, owner of Gillette, WY Sonic Drive-In, explained that the purpose of the street closure is to raise money for recent fire victims who lost their homes. All voted aye. The motion carried.

Council President Carsrud made a motion to Approve the Acceptance of Public Improvements for the Energy Capital Sports Complex Shelter and Beautification Project, Installed by S&S Builders, Inc., in the Amount of \$615,030.98; seconded by councilmember West. Administrator Cole addressed the improvements that were made. All voted aye. The motion carried.

Councilmember Gross made a motion for the Acceptance of Public Improvements for the Gurley Overpass 2024 Deck Injection Repairs Project, installed by Hladky Construction, Inc., in the Amount of \$66,252.50 (1% Project); seconded by councilmember Simonson. Mayor Lundvall explained that this acceptance is for the maintenance portion of the bridge and that all other options to fund the Gurley Overpass bridge have been exhausted. All voted aye. The motion carried.

Councilmember Simonson made a motion to Approve a Professional Services Agreement for Contract Services Associated with Third Party Plan Review, with Northwest Code Professionals; seconded by councilmember West. All voted aye. The motion carried.

Councilmember Gross made a motion to Approve an Amendment to a Professional Services Agreement for Construction Management Services Associated with the Wastewater Treatment Plant Headworks Replacement Project, with HDR, Inc., in the Amount of \$467,128.00; seconded by councilmember Simonson. All voted aye. The motion carried.

Council President Carsrud made a motion to Approve the Termination of Covenants, Conditions, and Restrictions Regarding Gillette Tech Center, Phase I; seconded by councilmember Montgomery. Councilmembers Simonson, Carsrud, McLeland, Montgomery, West, and Mayor Lundvall voted aye. Councilmember Gross abstained. The motion carried.

RESOLUTION 2879

A RESOLUTION APPROVING THE CITY OF GILLETTE'S PARTICIPATION IN THE NATIONAL OPIOIDS SETTLEMENT WITH KROGER CO.

Councilmember Simonson made a motion to approve the foregoing Resolution; seconded by councilmember Gross. Attorney Brown explained that the city can expect \$50,000 from the settlement. All voted aye. The motion carried.

Public Hearings and Considerations

Council President Carsrud opened a Public Hearing to Consider the Transfer of Ownership of Retail Liquor License RTL-02 from Andresen Inc., d.b.a. Jack's Drive-In Liquors, to Maverik, Inc., d.b.a. Maverik #738, and Transfer of Location of said Liquor License from 302 E. 2nd Street to 111 S. Garner Lake Road. Hearing no comments, Council President Carsrud closed the Public Hearing.

Council President Carsrud made a motion to approve the Transfer of Ownership of Retail Liquor License RTL-02 from Andresen Inc., d.b.a. Jack's Drive-In Liquors, to Maverik, Inc., d.b.a. Maverik #738, and Transfer of Location of said Liquor License from 302 E. 2nd Street to 111 S. Garner Lake Road; seconded by councilmember McLeland. All voted aye. The motion carried.

Administrators Report

Administrator Cole updated the public on the city's ongoing projects before Camporee arrived and expressed gratitude to the city staff and other organizations for their efforts related to the event.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 6:22 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, August 20, 2024, in the City Hall Council Chambers.

(S E A L)

Shay Lundvall, Mayor

ATTEST:

Alicia Allen, City Clerk
Publication Date: August 13, 2024



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 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:

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[Bills and Claims](#)

[Bills and Claims - Prepays](#)

[Wire Transfers](#)

Expenditure Approval Report
Check Approval Date of 08/20/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1511-NORCO INC			
	177493	OFFICE SUPPLY INVENTORY	967.41
	177494	OFFICE SUPPLY INVENTORY	103.16
	177496	CUSTODIAL SUPPLY INVENTORY	2,750.69
	177497	CUSTODIAL SUPPLY INVENTORY	250.20
	177498	CUSTODIAL SUPPLY INVENTORY	199.74
		VENDOR TOTAL:	4,271.20
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	177218	JULY 2024 OFFICE TRAINING FEES	135.00
		VENDOR TOTAL:	135.00
2300-WESTERN STATIONERS			
	177515	OS INVENTORY	332.40
	177516	OS INVENTORY	67.20
	177517	OS INVENTORY	12.56
	177518	OS INVENTORY	207.00
		VENDOR TOTAL:	619.16
		DIVISION TOTAL:	5,025.36
		DEPARTMENT TOTAL:	5,025.36

Expenditure Approval Report
Check Approval Date of 08/20/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1150-BEAR'S NATURALLY CLEAN			
	177163	DRY CLEANING	100.00
		VENDOR TOTAL:	100.00
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE			
	177219	GALI TUITION - D STRICKLAND	1,750.00
		VENDOR TOTAL:	1,750.00
1748-THAT EMBROIDERY PLACE			
	177296	BABY LAMB	45.00
		VENDOR TOTAL:	45.00
1882-THOMAS A FORD			
	177220	CHILDREN'S MEMORIAL BRICK - BENJAMIN KAURANEN	20.00
		VENDOR TOTAL:	20.00
		DIVISION TOTAL:	1,915.00
04-SPECIAL PROJECTS			
1864-FIRST NATIONAL BANK OF GILLETTE			
	177413	CITY POOL RECONSTRUCTION RETAI	52,800.27
		VENDOR TOTAL:	52,800.27
4422-INTERSTATE ENGINEERING, INC			
	177426	CITY POOL RECONSTRUCTION	27,721.15
		VENDOR TOTAL:	27,721.15
5039-LITTLE HORN STATE BANK			
	177409	DEMO CITY LOTS - RETAINAGE	5,308.75
		VENDOR TOTAL:	5,308.75
5037-LJS CONCRETE & EXCAVATING, LLC			
	177408	DEMO CITY LOTS	100,866.25
		VENDOR TOTAL:	100,866.25
1958-PCA ENGINEERING INC			
	177327	ECSC SUBDIVISION	1,770.10
	177418	ENZI PRACTICE FIELD IMPROVEMEN	30,764.35
		VENDOR TOTAL:	32,534.45

Expenditure Approval Report
Check Approval Date of 08/20/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2033-POWDER RIVER CONSTRUCTION			
	177412	CITY POOL RECONSTRUCTION	1,003,205.18
		VENDOR TOTAL:	1,003,205.18
		DIVISION TOTAL:	1,222,436.05
		DEPARTMENT TOTAL:	1,224,351.05

Expenditure Approval Report
Check Approval Date of 08/20/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2583-BEST BEST & KRIEGER LLP			
	177371	CHARTER RENEWAL	3,394.00
		VENDOR TOTAL:	3,394.00
		DIVISION TOTAL:	3,394.00
		DEPARTMENT TOTAL:	3,394.00

Expenditure Approval Report
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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
4458-EMPLOYMENT TESTING CENTER OF WYOMING			
	177180	RETURN TO WORK	305.00
	177251	POPH1	350.00
		VENDOR TOTAL:	655.00
1753-EMPLOYMENT TESTING SERVICES INC			
	177258	PRE-EMPLOYMENT, POST ACCIDENT, RANDOM TESTING	1,400.00
		VENDOR TOTAL:	1,400.00
5021-GILLETTE COMMUNITY COLLEGE DISTRICT			
	177164	AREA 59 MEMBERSHIP	9,000.00
		VENDOR TOTAL:	9,000.00
4305-STERLING INFOSYSTEMS, INC			
	177326	BACKGROUND CHECKS	477.32
		VENDOR TOTAL:	477.32
		DIVISION TOTAL:	11,532.32
		DEPARTMENT TOTAL:	11,532.32

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
1158-BENNETT WEBER & HERMSTAD LLP			
	177223	FY23/24 AUDIT SERVICES	8,475.00
		VENDOR TOTAL:	8,475.00
1852-FEDERAL EXPRESS CORPORATION			
	177234	MISC SHIPPING	33.98
		VENDOR TOTAL:	33.98
5555-MISC EMPLOYEE VENDOR			
	177374	TUITION REIMBURSEMENT	983.15
		VENDOR TOTAL:	983.15
		DIVISION TOTAL:	9,492.13
26-CUSTOMER SERVICE			
1898-ONLINE UTILITY EXCHANGE			
	177217	UTILITY EXCHANGE REPORT	349.68
		VENDOR TOTAL:	349.68
3369-POSTAL PROS SOUTHWEST INC			
	177165	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,815.18
		VENDOR TOTAL:	2,815.18
		DIVISION TOTAL:	3,164.86
34-INFORMATION TECHNOLOGY			
4893-ADVANCED NETWORK MANAGEMENT INC			
	177447	RUBRIK EXPANSION - IT	41,870.88
		VENDOR TOTAL:	41,870.88
4025-AGOSTO HOLDINGS, LLC			
	177320	GOOGLE VOICE	3,487.76
		VENDOR TOTAL:	3,487.76
1358-CENTURYLINK			
	177322	TELEPHONE SERVICE	2,503.77
		VENDOR TOTAL:	2,503.77
5018-GLOBAL PAYMENTS INC			
	177174	PARKS RESERVATION INSTALLATION FINAL	3,500.00
	177323	ACTIVENET SUBSCRIPTION	583.33

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
		VENDOR TOTAL:	4,083.33
1313-MOTOROLA			
	177321	PD RADIO MAINTENANCE	17,382.70
		VENDOR TOTAL:	17,382.70
2974-SALTUS TECHNOLOGIES, LLC			
	177319	DIGITICKET	12,150.00
		VENDOR TOTAL:	12,150.00
3916-SHI INTERNATIONAL CORP			
	177504	IT * MFA SILVERFORT * MIKE	31,617.50
		VENDOR TOTAL:	31,617.50
2070-SOUTHERN COMPUTER WAREHOUSE			
	177505	REPLACEMENT MACBOOK	2,370.91
		VENDOR TOTAL:	2,370.91
2247-VISIONARY COMMUNICATIONS			
	177324	INTERNET SERVICE	1,092.96
	177325	AVL DATA	1,791.53
		VENDOR TOTAL:	2,884.49
		DIVISION TOTAL:	118,351.34
		DEPARTMENT TOTAL:	131,008.33

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2238-AXON ENTERPRISE INC			
	177175	TASER INSTALLMENT	37,736.89
		VENDOR TOTAL:	37,736.89
2483-CAMPBELL COUNTY SHERIFF			
	177176	JUNE 2024 PRISONER BILLING	6,100.00
		VENDOR TOTAL:	6,100.00
2597-CRAIG FURMAN			
	177177	DUI BLOOD DRAW	75.00
	177178	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	150.00
3034-DERRIC CULEY			
	177247	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	75.00
5555-MISC EMPLOYEE VENDOR			
	177373	TRAINING REIMBURSEMENT	475.00
	177385	DRONE LICENSE REIMBURSEMENT	175.00
		VENDOR TOTAL:	650.00
2053-PRO FORCE LAW ENFORCEMENT			
	177501	ORIGINAL PO 2241070 * PD TACTICAL GAS	1,815.68
		VENDOR TOTAL:	1,815.68
2066-SOURCE OFFICE PRODUCTS			
	177179	WILHITE NOTARY	33.80
		VENDOR TOTAL:	33.80
2309-WHITE'S FRONTIER MOTORS			
	177275	PARTS	296.92
		VENDOR TOTAL:	296.92
2388-WYOMING PEACE OFFICER ASSOC			
	177246	2024 MEMBERSHIP DUES	660.00
		VENDOR TOTAL:	660.00
		DIVISION TOTAL:	47,518.29

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
	4999-DJ WOEHL		
	177300	RABIES VOUCHERS	54.00
	177301	RABIES VOUCHERS	81.00
	177302	RABIES VOUCHERS	72.00
	177303	RABIES VOUCHERS	72.00
		VENDOR TOTAL:	279.00
		DIVISION TOTAL:	279.00
		DEPARTMENT TOTAL:	47,797.29

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1040-ALSCO			
	177145	RUG CLEANING	46.10
	177147	RUG CLEANING	28.69
	177148	RUG CLEANING	19.82
	177149	RUG CLEANING	40.83
	177150	RUG CLEANING	46.10
	177157	RUG CLEANING	28.69
	177158	RUG CLEANING	19.82
		VENDOR TOTAL:	230.05
1077-ARCHITECTURAL SPECIALTIES LLC			
	177183	DOOR INSPECTIONS	624.00
	177185	WAREHOUSE DOOR INSPECTIONS	1,335.00
	177187	DOOR INSPECTIONS	335.00
	177188	DOOR INSPECTIONS	100.00
		VENDOR TOTAL:	2,394.00
1397-COLLINS COMMUNICATIONS INC			
	177387	FIRE, SECURITY, ACCESS CONTROL	275.00
	177388	FIRE, SECURITY, ACCESS CONTROL	308.00
	177389	FIRE, SECURITY, ACCESS CONTROL	308.00
	177390	FIRE, SECURITY, ACCESS CONTROL	308.00
	177391	FIRE, SECURITY, ACCESS CONTROL	451.00
	177392	FIRE, SECURITY, ACCESS CONTROL	308.00
	177393	FIRE, SECURITY, ACCESS CONTROL	30,072.00
		VENDOR TOTAL:	32,030.00
1844-FARMER BROTHERS COMPANY			
	177193	COFFEE AT CITY HALL	459.79
		VENDOR TOTAL:	459.79
1590-KONE INC			
	177397	ELEVATOR QUARTERLY MAINTENANCE	2,064.12
		VENDOR TOTAL:	2,064.12

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1511-NORCO INC			
	177182	CUSTODIAL SUPPLIES	16.08
		VENDOR TOTAL:	16.08
		DIVISION TOTAL:	37,194.04
50-PUBLIC WORKS ADMIN			
4148-TERRY SJOLIN			
	177400	SCHEDULING FOR THE FIELDS	450.00
		VENDOR TOTAL:	450.00
		DIVISION TOTAL:	450.00
51-PARKS			
1040-ALSCO			
	177155	UNIFORM CLEANING	64.04
	177160	UNIFORM CLEANING	64.04
		VENDOR TOTAL:	128.08
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT			
	177237	WATER FOR ANTELOPE VALLEY PARK	7.50
		VENDOR TOTAL:	7.50
4057-BEACON ATHLETICS LLC			
	177455	ORIGINAL PO 2241368 - PITCHING MOUND	1,097.00
		VENDOR TOTAL:	1,097.00
1459-CPS DISTRIBUTORS			
	177469	IRRIGATION PARTS - CORBIN	61.56
		VENDOR TOTAL:	61.56
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT			
	177238	WATER FOR CRESTVIEW PARK	16.69
		VENDOR TOTAL:	16.69
1764-JLC SIGN SYSTEMS INC			
	177201	NAME PLATE FOR PARKS BOARD MEMEBER	38.00
		VENDOR TOTAL:	38.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
3228-PROJECT WORKS LLC			
	177239	BUSHINGS FOR AA PLANTER WATER TRUCK	26.16
		VENDOR TOTAL:	26.16
1786-SHERWIN WILLIAMS			
	177294	PARTS	52.92
		VENDOR TOTAL:	52.92
2349-TRUGREEN CHEMLAWN			
	177181	SEED SPRAYING	1,287.00
	177202	HWY 14/16 WEED SPRAYING	2,034.00
	177256	WEED SPRAYING	4,467.00
		VENDOR TOTAL:	7,788.00
2400-WYOMING WATER SOLUTIONS			
	177200	WATER AT DALBEY PARK	139.00
		VENDOR TOTAL:	139.00
		DIVISION TOTAL:	9,354.91
54-STREETS			
1040-ALSCO			
	177153	UNIFORM CLEANING	52.23
		VENDOR TOTAL:	52.23
3945-AMERICAN TRACK GENERATIONS LLC			
	177236	ENERGY PARK RAIL SPUR	1,189.80
		VENDOR TOTAL:	1,189.80
2958-LINE FINDERS, LLC			
	177194	HYDROVAC	1,347.50
	177195	HYDROVAC	918.75
	177203	HYDROVAC	1,960.00
		VENDOR TOTAL:	4,226.25
1264-MCM GENERAL CONTRACTORS			
	177399	ANNUAL TRENCHING AND BORING AG	4,207.50
		VENDOR TOTAL:	4,207.50

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
	1897	ONE CALL OF WYOMING COPR	
	177386	ONE-CALL OF WYOMING	192.00
		VENDOR TOTAL:	192.00
1802-SIMON CONTRACTORS			
	177196	ROCK	120.00
	177197	ROCK	330.00
	177198	ROCK	330.00
	177199	ROCK	300.00
		VENDOR TOTAL:	1,080.00
4135-TEAM LABORATORY CHEMICAL, LLC			
	177295	PARTS	364.50
		VENDOR TOTAL:	364.50
		DIVISION TOTAL:	11,312.28
		DEPARTMENT TOTAL:	58,311.23

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
62-TRAFFIC SAFETY			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	177211	CHANGE LIGHT AT WARLOW & BURMA	192.50
	177212	MAINTENANCE ON SIGNAL LIGHTS	367.50
	177213	SCHOOL LIGHT REPAIRS	225.00
	177214	SIGNAL REPAIRS	750.00
		VENDOR TOTAL:	1,535.00
		DIVISION TOTAL:	1,535.00
63-PLANNING			
4933-VERDUNITY			
	177401	COMPREHENSIVE PLAN	47,283.90
		VENDOR TOTAL:	47,283.90
		DIVISION TOTAL:	47,283.90
		DEPARTMENT TOTAL:	48,818.90

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
03-PUBLIC ACCESS			
	55555-MISC EMPLOYEE VENDOR		
	177372	TRAVEL REIMBURSEMENT	76.70
		VENDOR TOTAL:	76.70
		DIVISION TOTAL:	76.70
31-CITY CLERK/PRINT SHOP			
	1482-NEWS RECORD		
	177222	JULY 2024 LEGAL ADVERTISING	3,234.00
		VENDOR TOTAL:	3,234.00
		DIVISION TOTAL:	3,234.00
32-JUDICIAL			
	2483-CAMPBELL COUNTY SHERIFF		
	177176	JUNE 2024 PRISONER BILLING	125.00
		VENDOR TOTAL:	125.00
		DIVISION TOTAL:	125.00
65-PUBLIC AFFAIRS ADMINISTRATION			
	1145-LEGEND COMMUNICATIONS OF WYOMING		
	177235	ADVERTISING	720.00
		VENDOR TOTAL:	720.00
	1482-NEWS RECORD		
	177221	JULY 2024 ADVERTISING	2,382.02
		VENDOR TOTAL:	2,382.02
		DIVISION TOTAL:	3,102.02
		DEPARTMENT TOTAL:	6,537.72
		FUND TOTAL:	1,536,776.20

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1415-CONSOLIDATED ENGINEERS INC			
	177417	HIDDEN VALLEY PLAYGROUND RENOV	2,473.00
	177420	DESERT HILLS CIRCLE FDR - DESI	2,489.70
	177438	2024 CRACK SEAL PROJECT	1,662.00
	177520	2024 ASPHALT POTHOLE REPAIR PR	2,300.25
	177521	2025 ASPHALT POTHOLE REPAIR PR	169.00
		VENDOR TOTAL:	9,093.95
1559-DOWL LLC			
	177437	TRAFFIC INTERSECTION EVALUATIO	6,613.75
	177442	WESTOVER ROAD RETAINING WALL	2,043.75
		VENDOR TOTAL:	8,657.50
1684-DRM INC			
	177404	2024 TWIN SPRUCE ALLEY/SEWER	116,438.04
	177406	CAM-PLEX WASTEWATER LIFT STATI	387,201.89
		VENDOR TOTAL:	503,639.93
1864-FIRST NATIONAL BANK OF GILLETTE			
	177411	HIDDEN VALLEY PLAYGROUND RENOV	4,509.56
		VENDOR TOTAL:	4,509.56
1866-FIRST NORTHERN BANK OF WYOMING			
	177405	2024 TWIN SPRUCE ALLEY/SEWER	6,128.32
	177407	CAM-PLEX WASTEWATER LIFT STATI	20,379.04
		VENDOR TOTAL:	26,507.36
1450-HDR ENGINEERING INC			
	177434	CAM-PLEX WASTEWATER LIFT STATI	23,342.59
		VENDOR TOTAL:	23,342.59
1589-HOT IRON			
	177402	MCCANN HEIGHTS RECONSTRUCTION	357,994.15
		VENDOR TOTAL:	357,994.15

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1754-KLJ ENGINEERING LLC			
	177439	2023 MCCANN HEIGHTS PROJECT	35,118.14
	177440	ALLEN AVE RECONSTRUCT AND DRAI	13,913.75
		VENDOR TOTAL:	49,031.89
1312-MORRISON MAIERLE INC			
	177423	640 N HWY 14-16 SEWER IMPROVEM	2,542.00
	177431	FOOTHILLS DRAINAGE IMPROVEMENT	28,915.43
		VENDOR TOTAL:	31,457.43
4226-NATHAN G STEINER			
	177415	SHOSHONE AVE BEAUTIFICATION	9,517.30
		VENDOR TOTAL:	9,517.30
1958-PCA ENGINEERING INC			
	177414	2024 CONCRETE POTHOLE REPAIR P	3,246.25
	177416	CENTRAL CONTROL PHASE 1	2,828.50
	177430	2024 CONCRETE POTHOLE REPAIR P	4,066.55
		VENDOR TOTAL:	10,141.30
2033-POWDER RIVER CONSTRUCTION			
	177410	HIDDEN VALLEY PLAYGROUND RENOV	85,681.69
		VENDOR TOTAL:	85,681.69
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	177216	SET UP IP ADDRESS FOR COMM TO SIGNAL LIGHTS	600.00
		VENDOR TOTAL:	600.00
1779-SECURITY STATE BANK			
	177403	MCCANN HEIGHTS RECONSTRUCTION	18,841.80
		VENDOR TOTAL:	18,841.80
3623-STRUCTURAL DYNAMICS LLC			
	177429	GURLEY OVERPASS DECK INJECTION	11,860.86
		VENDOR TOTAL:	11,860.86

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201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
	2760-WAYNE E. ECKAS, P.E.		
	177421	IRRIGATION CENTRAL CONTROL IMP	9,760.00
		VENDOR TOTAL:	9,760.00
	2363-WWC ENGINEERING		
	177436	2024 TWIN SPRUCE SEWER REPAIR	2,686.00
		VENDOR TOTAL:	2,686.00
	2415-ZABEL & ASSOCIATES		
	177257	FOOTHILLS DRAINAGE IMPROVEMENTS	3,000.00
		VENDOR TOTAL:	3,000.00
		DIVISION TOTAL:	1,166,323.31
		DEPARTMENT TOTAL:	1,166,323.31
		FUND TOTAL:	1,166,323.31

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1228-BURNS AND MCDONNELL CORPORATION			
	177444	GILLETTE MADISON PIPELINE PROJ	24,878.35
	177445	GILLETTE MADISON PIPELINE PROJ	9,599.28
		VENDOR TOTAL:	34,477.63
1381-CITY OF GILLETTE			
	177304	PETTY CASH REIMBURSEMENT	184.00
		VENDOR TOTAL:	184.00
1559-DOWL LLC			
	177441	GILLETTE REGIONAL WATER SUPPLY	1,759.80
		VENDOR TOTAL:	1,759.80
1250-FIRST AMERICAN TITLE			
	177367	TITLE SEARCH AND RECORD OWNER	125.00
	177368	TITLE SEARCH AND RECORD OWNER	125.00
	177369	TITLE SEARCH AND RECORD OWNER	125.00
	177370	TITLE SEARCH AND RECORD OWNER	125.00
		VENDOR TOTAL:	500.00
1450-HDR ENGINEERING INC			
	177433	GILLETTE REGIONAL WATER SUPPLY	648.75
		VENDOR TOTAL:	648.75
1312-MORRISON MAIERLE INC			
	177422	GRWSP - PH 5 DISTRICT EXT	9,008.00
	177425	GILLETTE REGIONAL WATER SUPPLY	38,800.52
		VENDOR TOTAL:	47,808.52
5023-PHIL GONZALES			
	177332	EASEMENT RESEARCH AND NEGOTIATIONS	1,845.00
	177333	EASEMENT RESEARCH AND NEGOTIATIONS	1,080.00
		VENDOR TOTAL:	2,925.00
		DIVISION TOTAL:	88,303.70
		DEPARTMENT TOTAL:	88,303.70
		FUND TOTAL:	88,303.70

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	177328	METER READ	29.79
		VENDOR TOTAL:	29.79
		DIVISION TOTAL:	29.79
76-SCADA			
1447-ANIXTER POWER SOLUTIONS			
	177450	FR JEANS - TOBEY SCADA	560.00
		VENDOR TOTAL:	560.00
		DIVISION TOTAL:	560.00
		DEPARTMENT TOTAL:	589.79
		FUND TOTAL:	589.79

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	177154	UNIFORM CLEANING	20.14
	177159	UNIFORM CLEANING	20.14
		VENDOR TOTAL:	40.28
2434-AMERICAN WELDING & GAS INC			
	177249	CYLINDER RENT	39.52
		VENDOR TOTAL:	39.52
3894-CAMPBELL COUNTY LANDFILL			
	177248	JULY 2024 LANDFILL CHARGES	86,188.50
		VENDOR TOTAL:	86,188.50
2303-WESTERN WASTE SOLUTIONS INC			
	177254	RECYCLING	6,780.00
	177255	3 YARD DUMPSTER	97.00
		VENDOR TOTAL:	6,877.00
		DIVISION TOTAL:	93,145.30
		DEPARTMENT TOTAL:	93,145.30
		FUND TOTAL:	93,145.30

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	177081	UE 5552 4 MARQUIS	8.29
		VENDOR TOTAL:	8.29
		DIVISION TOTAL:	8.29
		DEPARTMENT TOTAL:	8.29

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1447-ANIXTER POWER SOLUTIONS			
	177451	WATER * HYDRANT PAINT * ELI	808.56
		VENDOR TOTAL:	808.56
3656-BAKER HUGHES, A GE COMPANY, LLC			
	177307	MADISON	1,172.93
		VENDOR TOTAL:	1,172.93
3894-CAMPBELL COUNTY LANDFILL			
	177228	JULY 2024 WATER LANDFILL CHARGES	371.25
		VENDOR TOTAL:	371.25
1381-CITY OF GILLETTE			
	177304	PETTY CASH REIMBURSEMENT	33.97
		VENDOR TOTAL:	33.97
1792-ENERGY LABORATORIES INC			
	177169	TESTING	57.90
	177170	TESTING	90.00
	177171	TESTING	57.90
	177172	TESTING	30.00
	177226	TESTING	115.80
	177308	TESTING	1,200.00
	177309	TESTING	312.00
	177310	TESTING	53.00
	177312	TESTING	53.00
		VENDOR TOTAL:	1,969.60
1422-GILLETTE CONTRACTORS SUPPLY INC			
	177464	WATER * TOOLS * ELI	3,206.00
		VENDOR TOTAL:	3,206.00
4895-HD SUPPLY INC			
	177168	PARTS	340.90
	177315	PARTS	131.38
		VENDOR TOTAL:	472.28

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1450-HDR ENGINEERING INC			
	177424	PUMP STATION #1 UPGRADES - DES	14,731.00
	177432	30" MADISION TRANSMISSION LINE	4,057.50
		VENDOR TOTAL:	18,788.50
1764-JLC SIGN SYSTEMS INC			
	177167	NAME PLATE ENGRAVING	91.08
		VENDOR TOTAL:	91.08
4774-KNECHT HOME CENTER - GILLETTE			
	177316	CONCRETE	330.24
	177317	PARTS	53.68
	177318	CONCRETE	330.24
		VENDOR TOTAL:	714.16
1290-MID WEST PEST MANAGEMENT			
	177166	WEED CONTROL	5,932.00
		VENDOR TOTAL:	5,932.00
1511-NORCO INC			
	177305	PARTS	100.83
		VENDOR TOTAL:	100.83
1897-ONE CALL OF WYOMING COPR			
	177386	ONE-CALL OF WYOMING	192.00
		VENDOR TOTAL:	192.00
2035-POWDER RIVER ENERGY CORPORATION			
	177130	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	45.34
	177131	ELECTRIC - 8 MILE WATER SYSTEM	45.43
	177132	ELECTRIC - SERVICE CONTROL BUILDING	44.89
	177133	ELECTRIC - FORCE RD JOINT POWERS BOARD	43.44
	177134	ELECTRIC - FORCE RD STORAGE BUILDING	51.25
	177135	ELECTRIC - CPS #2	50.05
	177136	ELECTRIC - CPS #3	47.78
	177137	ELECTRIC - MADISON REHAB CPS #4	44.98

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2035-POWDER RIVER ENERGY CORPORATION			
	177138	ELECTRIC - MADISON REHAB CPS #7	54.75
	177139	ELECTRIC - COOK RD	54.75
	177140	ELECTRIC - SOUTHFORK	45.79
	177141	ELECTRIC - RAFTER D	44.80
	177142	ELECTRIC - OVERBROOK	44.98
	177143	ELECTRIC - BENNOR ESTATES	44.89
		VENDOR TOTAL:	663.12
4997-PVS DX INC			
	177314	CHEMICALS	6,560.28
		VENDOR TOTAL:	6,560.28
4962-ROCKED CO LLC			
	177173	CONCRETE	325.00
		VENDOR TOTAL:	325.00
1802-SIMON CONTRACTORS			
	177224	ROAD BASE	1,504.33
	177225	ROAD BASE	426.38
		VENDOR TOTAL:	1,930.71
1748-THAT EMBROIDERY PLACE			
	177209	EMBROIDERY	153.00
	177313	EMBROIDERY	120.40
		VENDOR TOTAL:	273.40
		DIVISION TOTAL:	43,605.67
		DEPARTMENT TOTAL:	43,605.67
		FUND TOTAL:	43,613.96

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	177079	UE 6012 1490 4-J	0.07
	177080	UE 20757 7127 ROBIN	21.33
	177082	UE 19673 1125 BOXELDER	32.00
	177083	UE 3082 434 PRAIRIEVIEW	35.78
	177084	UE 26954 302 COMMERCE	92.73
	177085	UE 39980 1922 HARVEST MOON	91.06
	177086	UE 10752 1605 ECHETA	66.56
	177087	UE 15630 1505 HELENA	14.60
	177088	UE 18513 2706 NEEDLE	163.43
	177089	UE 25518 1020 COUNTRY CLUB	129.44
	177090	UE 14324 820 LARAMIE	66.72
	177091	UE 9762 347 WESTHILLS	160.59
	177092	UE 11402 811 MOUNTAIN VIEW	1.58
	177093	UE 32630 4524 RUNNING W	19.50
	177094	UE 9234 408 4-J	159.54
	177095	UE 42394 218 COLLEGE PARK	71.56
	177096	UE 25476 1020 COUNTRY CLUB	159.48
	177097	UE 6812 3013 HARDER	106.80
	177098	UE 32594 4522 RUNNING W	114.85
	177099	UE 39888 1923 HARVEST MOON	165.76
	177100	UE 11322 805 MOUNTAIN VIEW	184.91
	177101	UE 20234 908 E-Z	44.28
	177102	UE 32292 4510 RUNNING W	95.75
	177103	UE 39886 1923 HARVEST MOON	69.66
	177104	UE 39608 1054 COUNTRY CLUB	253.69
	177105	UE 18301 7020 ROBIN	92.49
	177106	UE 9036 401 6TH	173.69

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	177107	UE 27592 1101 DESERT HILLS	96.78
	177108	UE 4382 2301 EMERSON	132.23
	177109	UE 17558 2621 LEDOUX	155.15
		VENDOR TOTAL:	2,972.01
		DIVISION TOTAL:	2,972.01
		DEPARTMENT TOTAL:	2,972.01

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	177448	ORIGINAL PO 2241207 * EW VISORS ROLLIN	362.60
		VENDOR TOTAL:	362.60
1264-MCM GENERAL CONTRACTORS			
	177398	ANNUAL TRENCHING AND BORING AG	5,657.85
		VENDOR TOTAL:	5,657.85
1290-MID WEST PEST MANAGEMENT			
	177227	ANNUAL WEED SPRAYING	5,202.15
		VENDOR TOTAL:	5,202.15
1897-ONE CALL OF WYOMING COPR			
	177386	ONE-CALL OF WYOMING	192.00
		VENDOR TOTAL:	192.00
2071-PROELECTRIC INC			
	177394	ANNUAL MISCELLANOUS ELECTRICAL	1,447.81
	177395	ANNUAL MISCELLANOUS ELECTRICAL	1,966.06
	177396	ANNUAL MISCELLANOUS ELECTRICAL	3,849.45
		VENDOR TOTAL:	7,263.32
		DIVISION TOTAL:	18,677.92
		DEPARTMENT TOTAL:	18,677.92
		FUND TOTAL:	21,649.93

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	177151	UNIFORM CLEANING	139.78
	177250	UNIFORM CLEANING	139.78
		VENDOR TOTAL:	279.56
1048-AMERICAN EQUIPMENT INC			
	177334	REPAIRS	1,365.31
	177335	HOIST	1,348.51
		VENDOR TOTAL:	2,713.82
3894-CAMPBELL COUNTY LANDFILL			
	177161	JULY 2024 WW LANDFILL CHARGES	825.75
		VENDOR TOTAL:	825.75
3904-CBH CO-OP			
	177459	WW*DIESEL	1,925.13
		VENDOR TOTAL:	1,925.13
1705-DYKMAN ELECTRICAL INC			
	177329	PARTS	1,018.65
		VENDOR TOTAL:	1,018.65
1792-ENERGY LABORATORIES INC			
	177240	TESTING	155.10
	177241	TESTING	67.80
	177242	TESTING	92.10
	177243	TESTING	67.80
	177244	TESTING	102.00
	177245	TESTING	56.00
	177252	TESTING	421.60
	177253	TESTING	3,809.70
		VENDOR TOTAL:	4,772.10
1852-FEDERAL EXPRESS CORPORATION			
	177337	MISC SHIPPING	143.30
		VENDOR TOTAL:	143.30

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
4482-GARY DARLOW			
	177330	FABRICATED FOR RED VALVE IN DIGESTER BUILDING	2,730.00
		VENDOR TOTAL:	2,730.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
	177462	ORIGINAL PO 2241117 * WW	5,152.80
		VENDOR TOTAL:	5,152.80
1999-HAWKINS INC			
	177336	CHEMICALS	16,975.65
		VENDOR TOTAL:	16,975.65
1450-HDR ENGINEERING INC			
	177446	WWTP PHASE II PROJECTS	5,410.00
		VENDOR TOTAL:	5,410.00
1897-ONE CALL OF WYOMING COPR			
	177386	ONE-CALL OF WYOMING	192.00
		VENDOR TOTAL:	192.00
1919-PAINTBRUSH SEWER & DRAIN			
	177206	CAMERA LINE AT TWIN SPRUCE	570.00
	177207	CAMERA LINE AT MCKANE HEIGHTS	427.50
	177208	CAMERA LINES AT 7TH & EMERSON	427.50
	177259	CAMERA LINE AT MCKANE HEIGHTS	285.00
	177260	CAMER LINE AT TWIN SPRUCE	285.00
		VENDOR TOTAL:	1,995.00
2035-POWDER RIVER ENERGY CORPORATION			
	177128	ELECTRIC - GIL SEWAGE MTR STA	46.34
	177129	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,073.10
		VENDOR TOTAL:	1,119.44
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	177204	HVAC REPAIRS IN UV BUILDING	210.00
	177331	HVAC REPAIRS IN UF BUILDING	332.00

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
		VENDOR TOTAL:	542.00
	2114-RAILROAD MANAGEMENT CO LLC		
	177205	12 INCH SEWER PIPELINE LICENSE FEES	771.48
		VENDOR TOTAL:	771.48
	4228-RMS INSTRUMENT & ELECTRICAL, LLC		
	177297	WWTF PROJECT	857.50
	177298	WWTF PROJECT	1,277.50
	177306	WWTF PROJECT	1,811.70
		VENDOR TOTAL:	3,946.70
		DIVISION TOTAL:	50,513.38
		DEPARTMENT TOTAL:	50,513.38
		FUND TOTAL:	50,513.38

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	177144	RUG CLEANING	40.83
	177146	RUG CLEANING	57.75
	177152	RUG CLEANING	57.75
		VENDOR TOTAL:	156.33
1077-ARCHITECTURAL SPECIALTIES LLC			
	177184	ECSC DOOR INSPECTIONS	624.00
	177186	DALBY PARK DOOR INSPECTIONS	468.00
	177189	DOOR INSPECTIONS	156.00
	177190	ELECTRICAL NEW TAGS	87.02
	177191	CITY WEST NORTH GATE REPAIRS	115.99
	177192	CITY WEST NORTH GATE REPAIRS	2,735.03
		VENDOR TOTAL:	4,186.04
		DIVISION TOTAL:	4,342.37
		DEPARTMENT TOTAL:	4,342.37
		FUND TOTAL:	4,342.37

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	177449	ELECTRICAL INVENTORY	833.04
	177453	ELECTRICAL INVENTORY	156.00
	177454	ELECTRICAL INVENTORY	42.00
		VENDOR TOTAL:	1,031.04
1197-BORDER STATES ELECTRIC			
	177457	ELECTRICAL INVENTORY	3,238.80
	177458	WATER INVENTORY	283.20
		VENDOR TOTAL:	3,522.00
1519-CRUM ELECTRIC SUPPLY COMPANY			
	177470	ELECTRICAL INVENTORY	612.48
		VENDOR TOTAL:	612.48
1574-DANA KEPNER COMPANY INC			
	177471	WATER INVENTORY	26,629.75
	177472	WATER INVENTORY	1,488.16
		VENDOR TOTAL:	28,117.91
1870-FLAGSHOOTER LLC			
	177473	WATER INVENTORY	331.16
	177474	ELECTRICAL INVENTORY	1,091.93
	177475	WATER INVENTORY	331.16
		VENDOR TOTAL:	1,754.25
1422-GILLETTE CONTRACTORS SUPPLY INC			
	177460	WASTEWATER INVENTORY	504.70
	177461	EPDM VALVE INSERTS	20,489.04
	177463	WATER INVENTORY * ELI	4,441.75
	177465	PARKS INVENTORY	484.44
	177466	PARKS INVENTORY	756.06
	177467	WATER INVENTORY	948.24
	177468	STREETS INVENTORY	1,196.30
		VENDOR TOTAL:	28,820.53

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1424-MUNICIPAL TREATMENT EQUIPMENT			
	177490	WATER INVENTORY	1,106.02
		VENDOR TOTAL:	1,106.02
1511-NORCO INC			
	177491	ELECTRICAL INVENTORY	125.04
	177492	ELECTRICAL INVENTORY	181.74
	177495	ELECTRICAL INVENTORY	174.96
	177499	PARKS INVNETORY	225.92
	177500	PARKS INVNETORY	266.99
		VENDOR TOTAL:	974.65
2198-STUART C. IRBY CO			
	177507	ELECTRICAL INVENTORY	579.00
		VENDOR TOTAL:	579.00
4424-TMMI, LLC			
	177508	ELECTRICAL INVENTORY	632.41
		VENDOR TOTAL:	632.41
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	177509	WATER INVENTORY	619.00
	177510	WATER INVENTORY	127.82
		VENDOR TOTAL:	746.82
2731-WATERWORKS INDUSTRIES			
	177511	WATER INVENTORY	42.86
	177512	WATER INVENTORY	915.00
		VENDOR TOTAL:	957.86
2289-WESCO DISTRIBUTION INC			
	177513	ELECTRICAL INVENTORY	18,415.50
	177514	ELECTRICAL INVENTORY	9,971.15
		VENDOR TOTAL:	28,386.65
		DIVISION TOTAL:	97,241.62
		DEPARTMENT TOTAL:	97,241.62

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	FUND TOTAL:	97,241.62
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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1167-BIG HORN TIRE INC			
	177456	VM INVENTORY	428.60
		VENDOR TOTAL:	428.60
1575-HOMAX OIL			
	177480	VM*DIESEL	29,508.63
	177481	VM*GAS	31,084.23
	177482	VM INVENTORY	1,773.80
	177519	VM INVENTORY	374.00
		VENDOR TOTAL:	62,740.66
3398-JACK'S TRUCK CENTER INC			
	177476	VM INVENTORY	119.30
	177477	VM INVENTORY	147.40
	177478	VM INVENTORY	141.64
	177479	VM INVENTORY	117.95
		VENDOR TOTAL:	526.29
4462-JOE JOHNSON EQUIPMENT, LLC			
	177485	VM INVENTORY	961.60
		VENDOR TOTAL:	961.60
3295-MCNEILUS TRUCK & MANUFACTURING			
	177486	VM INVENTORY	324.92
	177487	VM INVENTORY	270.02
	177488	VM INVENTORY	1,547.37
		VENDOR TOTAL:	2,142.31
1291-MIDLAND IMPLEMENT CO INC			
	177489	VM INVENTORY	84.03
		VENDOR TOTAL:	84.03
2123-RECORD SUPPLY INC NAPA			
	177502	VM INVENTORY	247.16
	177503	VM INVENTORY	526.35
		VENDOR TOTAL:	773.51

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
2190-SPENCER FLUID POWER			
	177506	VM INVENTORY	506.17
		VENDOR TOTAL:	506.17
		DIVISION TOTAL:	68,163.17
		DEPARTMENT TOTAL:	68,163.17

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
4357-ACTION LOCK & KEY LLC			
	177361	PARTS	71.60
		VENDOR TOTAL:	71.60
1040-ALSCO			
	177156	UNIFORM CLEANING	101.69
	177341	UNIFORM CLEANING	102.37
		VENDOR TOTAL:	204.06
1167-BIG HORN TIRE INC			
	177281	TIRES	284.30
	177287	TIRES	6,120.34
	177340	TIRE REPAIRS	192.00
	177345	TIRE REPAIRS	65.00
	177358	TIRES	2,244.64
		VENDOR TOTAL:	8,906.28
1171-BIGHORN HYDRAULICS INC			
	177282	PARTS	6.48
	177344	PARTS	6.00
	177351	PARTS	7.00
		VENDOR TOTAL:	19.48
2677-CENTRAL TRUCK & DIESEL INC			
	177279	PARTS	95.01
		VENDOR TOTAL:	95.01
1381-CITY OF GILLETTE			
	177304	PETTY CASH REIMBURSEMENT	15.00
		VENDOR TOTAL:	15.00
4985-GILLETTE STEEL CENTER			
	177355	METAL	223.75
		VENDOR TOTAL:	223.75

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2645-GREINER MOTOR COMPANY			
	177346	PARTS	167.61
	177349	PARTS	15.53
	177357	PARTS	304.35
		VENDOR TOTAL:	487.49
3398-JACK'S TRUCK CENTER INC			
	177288	PARTS	304.99
	177290	PARTS	481.64
		VENDOR TOTAL:	786.63
4462-JOE JOHNSON EQUIPMENT, LLC			
	177285	PARTS	490.02
		VENDOR TOTAL:	490.02
5027-KEITH JACOBSON			
	177484	VM * SCANNER * ADAM	18,477.00
		VENDOR TOTAL:	18,477.00
4987-LAWSON PRODUCTS, INC.			
	177291	PARTS	22.30
		VENDOR TOTAL:	22.30
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC			
	177280	TESTING	83.80
	177339	TESTING	95.75
	177359	TESTING	62.85
		VENDOR TOTAL:	242.40
1482-NEWS RECORD			
	177222	JULY 2024 LEGAL ADVERTISING	2,715.30
		VENDOR TOTAL:	2,715.30
1511-NORCO INC			
	177283	PARTS	60.00
	177284	PARTS	15.43
	177286	PARTS	176.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
1511-NORCO INC			
	177292	CYLINDER RENT	9.20
		VENDOR TOTAL:	260.63
3929-PURVIS INDUSTRIES, LLC			
	177277	PARTS	9.95
	177347	PARTS	87.73
	177352	PARTS	19.95
		VENDOR TOTAL:	117.63
4967-RDO EQUIPMENT CO			
	177293	PARTS	452.20
	177353	PARTS	680.44
		VENDOR TOTAL:	1,132.64
2123-RECORD SUPPLY INC NAPA			
	177261	PARTS	16.28
	177262	PARTS	42.13
	177263	PARTS	36.64
	177264	PARTS	53.19
	177265	PARTS	34.75
	177266	PARTS	435.03
	177267	RETURN PARTS	-55.00
	177268	PARTS	16.28
	177269	PARTS	588.75
	177270	PARTS	464.23
	177271	RETURN PARTS	-81.00
	177272	PARTS	307.71
	177273	PARTS	288.92
	177274	PARTS	41.98
	177362	PARTS	9.74
	177363	PARTS	15.65

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604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2123-RECORD SUPPLY INC NAPA			
	177364	PARTS	149.27
	177365	PARTS	27.37
	177366	PARTS	2.45
		VENDOR TOTAL:	2,394.37
1976-STOTZ EQUIPMENT			
	177278	PARTS	76.07
	177338	PARTS	142.96
		VENDOR TOTAL:	219.03
2315-THUNDER BASIN FORD LLC			
	177350	REPAIRS	11,030.87
	177354	PARTS	93.74
	177356	REPAIRS	1,237.95
		VENDOR TOTAL:	12,362.56
4454-TORGERSON'S, LLC			
	177348	PARTS	29.00
		VENDOR TOTAL:	29.00
2309-WHITE'S FRONTIER MOTORS			
	177276	PARTS	112.96
	177360	PARTS	571.48
		VENDOR TOTAL:	684.44
2385-WYOMING MACHINERY CO			
	177342	PARTS	188.48
	177343	PARTS	265.42
		VENDOR TOTAL:	453.90
		DIVISION TOTAL:	50,410.52

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
4292-CAR-KNACK INC			
	177289	BEDLINER	1,500.00
		VENDOR TOTAL:	1,500.00
		DIVISION TOTAL:	1,500.00
		DEPARTMENT TOTAL:	51,910.52
		FUND TOTAL:	120,073.69

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	177078	GB Customer ID 33649 Bill #19557	339.63
		VENDOR TOTAL:	339.63
		DIVISION TOTAL:	339.63
		DEPARTMENT TOTAL:	339.63

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1792-ENERGY LABORATORIES INC			
	177210	TESTING	60.00
	177311	TESTING	60.00
		VENDOR TOTAL:	120.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	177215	HOLES VACTORED FOR SIGNS	710.00
		VENDOR TOTAL:	710.00
		DIVISION TOTAL:	830.00
		DEPARTMENT TOTAL:	830.00
		FUND TOTAL:	1,169.63
		GRAND TOTAL:	3,223,742.88

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2385-WYOMING MACHINERY CO			
	177051	FORKLIFT	18,500.00
		VENDOR TOTAL:	18,500.00
		DIVISION TOTAL:	18,500.00
		DEPARTMENT TOTAL:	18,500.00
		FUND TOTAL:	18,500.00
		GRAND TOTAL:	18,500.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1239-CAMPBELL COUNTY CONSERVATION DISTRICT		
177072	SERVICE FUNDING	50,000.00
	VENDOR TOTAL:	50,000.00
1279-CAMPBELL COUNTY PARKS AND RECREATION DEPT		
177073	ANNUAL SERVICE FUNDING	4,000.00
	VENDOR TOTAL:	4,000.00
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT		
177074	ANNUAL FUNDING	65,000.00
177075	SERVICE FUNDING *GRANT	25,000.00
	VENDOR TOTAL:	90,000.00
2875-GILLETTE MAIN STREET		
177076	FY FUNDING	15,000.00
	VENDOR TOTAL:	15,000.00
	DIVISION TOTAL:	159,000.00
	DEPARTMENT TOTAL:	159,000.00
	FUND TOTAL:	159,000.00

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
5035-BLESSINGS IN A BACKPACK - GILLETTE			
	177053	SERVICE FUNDING	20,000.00
		VENDOR TOTAL:	20,000.00
1204-BOYS AND GIRLS CLUB OF CAMPBELL COUNTY			
	177056	ANNUAL FUNDING	40,000.00
		VENDOR TOTAL:	40,000.00
2479-CAMPBELL COUNTY COMMISSIONERS			
	177060	ANNUAL FUNDING	15,000.00
		VENDOR TOTAL:	15,000.00
4922-CAMPBELL COUNTY COMMUNITY RESOURCE COALITION			
	177059	SOCIAL SERVICE FUNDING	1,000.00
		VENDOR TOTAL:	1,000.00
2477-CAMPBELL COUNTY JUVENILE PROBATION			
	177061	ANNUAL FUNDING	15,000.00
		VENDOR TOTAL:	15,000.00
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER			
	177062	ANNUAL FUNDING	169,000.00
		VENDOR TOTAL:	169,000.00
1388-CLIMB WYOMING			
	177063	ANNUAL FUNDING	29,500.00
		VENDOR TOTAL:	29,500.00
2768-COUNCIL OF COMMUNITY SERVICES			
	177064	ANNUAL SERVICE FUNDING	50,000.00
		VENDOR TOTAL:	50,000.00
4255-EDIBLE PRAIRIE PROJECT			
	177065	ANNUAL SERVICE FUNDING	5,000.00
		VENDOR TOTAL:	5,000.00
4921-GABRIEL PROJECT OF WYOMING INC			
	177066	ANNUAL SERVICE FUNDING	23,000.00
		VENDOR TOTAL:	23,000.00

Expenditure Approval Report
Check Approval Date of 08/05/2024



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1933-GILLETTE ABUSE REFUGE CORPORATION			
	177067	ANNUAL SERVICE FUNDING	37,500.00
		VENDOR TOTAL:	37,500.00
1942-GILLETTE REPRODUCTIVE HEALTH			
	177068	ANNUAL FUNDING	30,000.00
		VENDOR TOTAL:	30,000.00
5036-HAPPY GIRLS DON'T DO THAT			
	177055	SERVICE FUNDING	5,000.00
		VENDOR TOTAL:	5,000.00
2003-PERSONAL FRONTIERS INC			
	177057	ANNUAL FUNDING	29,040.00
		VENDOR TOTAL:	29,040.00
1547-SALVATION ARMY			
	177069	ANNUAL SERVICE FUNDING	25,000.00
		VENDOR TOTAL:	25,000.00
1778-SECOND CHANCE MINISTRIES			
	177058	ANNUAL FUNDING	25,000.00
		VENDOR TOTAL:	25,000.00
1331-VISITATION & ADVOCACY FOR 6TH JUDICIAL DISTRICT			
	177070	ANNUAL FUNDING	35,926.00
		VENDOR TOTAL:	35,926.00
2414-YOUTH EMERGENCY SERVICES INC			
	177071	ANNUAL SERVICE FUNDING	96,000.00
		VENDOR TOTAL:	96,000.00
		DIVISION TOTAL:	650,966.00
		DEPARTMENT TOTAL:	650,966.00
		FUND TOTAL:	650,966.00

Expenditure Approval Report
Check Approval Date of 08/05/2024



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	177052	UE 18822 1001 12TH	40,529.70
		VENDOR TOTAL:	40,529.70
		DIVISION TOTAL:	40,529.70
		DEPARTMENT TOTAL:	40,529.70
		FUND TOTAL:	40,529.70
		GRAND TOTAL:	850,495.70

Expenditure Approval Report
Check Approval Date of 08/06/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
7777-MISC ONE TIME VENDOR			
	177122	RETURN HIGHWAY GRANT MONEY PAID IN ERROR	896.28
		VENDOR TOTAL:	896.28
		DIVISION TOTAL:	896.28
		DEPARTMENT TOTAL:	896.28

Expenditure Approval Report
Check Approval Date of 08/06/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
	4935-RAMPART USA CORP		
	177123	WARQ PRO SIMS HELMET	4,644.88
		VENDOR TOTAL:	4,644.88
		DIVISION TOTAL:	4,644.88
		DEPARTMENT TOTAL:	4,644.88
		FUND TOTAL:	5,541.16

Expenditure Approval Report
Check Approval Date of 08/06/2024



	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3379-BLACK HILLS ENERGY			
	177077	NATURAL GAS - 13144 HIGHWAY 51	32.20
		VENDOR TOTAL:	32.20
		DIVISION TOTAL:	32.20
		DEPARTMENT TOTAL:	32.20
		FUND TOTAL:	32.20

Expenditure Approval Report
Check Approval Date of 08/06/2024



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2432-WYOMING DEPT OF TRANSPORTATION			
	177121	NEW LICENSE PLATE	10.00
		VENDOR TOTAL:	10.00
		DIVISION TOTAL:	10.00
		DEPARTMENT TOTAL:	10.00
		FUND TOTAL:	10.00
		GRAND TOTAL:	5,583.36

Expenditure Approval Report
Check Approval Date of 08/12/2024



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
	3960-MII LIFE INSURANCE, INCORPORATED		
	177376	WEEKLY CLAIMS	4,397.88
	177377	WEEKLY CLAIMS	2,152.24
		VENDOR TOTAL:	6,550.12
2435-WYOMING STATE			
	177380	JULY 2024 SALES AND USE TAX	10.00
		VENDOR TOTAL:	10.00
2595-WYOSTAR			
	177381	TOWN OF WRIGHT FY25 FUNDING - VEHICLE REPLACEMENT	5,050.00
		VENDOR TOTAL:	5,050.00
		DIVISION TOTAL:	11,610.12
		DEPARTMENT TOTAL:	11,610.12
		FUND TOTAL:	11,610.12

Expenditure Approval Report
Check Approval Date of 08/12/2024



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	177380	JULY 2024 SALES AND USE TAX	122,725.14
		VENDOR TOTAL:	122,725.14
		DIVISION TOTAL:	122,725.14
		DEPARTMENT TOTAL:	122,725.14

Expenditure Approval Report
Check Approval Date of 08/12/2024



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	177375	CTII GROUND LEASE	4,391.28
		VENDOR TOTAL:	4,391.28
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	177378	AUGUST 2024 WYGEN III GROUND LEASE	44,247.06
	177379	CREDIT FOR DUPLICATE PAYMENT	-44,247.06
		VENDOR TOTAL:	0.00
		DIVISION TOTAL:	4,391.28
		DEPARTMENT TOTAL:	4,391.28
		FUND TOTAL:	127,116.42

Expenditure Approval Report
Check Approval Date of 08/12/2024



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	177380	JULY 2024 SALES AND USE TAX	313.50
		VENDOR TOTAL:	313.50
		DIVISION TOTAL:	313.50
		DEPARTMENT TOTAL:	313.50
		FUND TOTAL:	313.50

Expenditure Approval Report
Check Approval Date of 08/12/2024



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	177382	JULY 2024 ADMIN FEES AND STOP/LOSS	102,882.51
	177383	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	84,910.13
	177384	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	279,592.36
		VENDOR TOTAL:	467,385.00
		DIVISION TOTAL:	467,385.00
		DEPARTMENT TOTAL:	467,385.00
		FUND TOTAL:	467,385.00
		GRAND TOTAL:	606,425.04



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Street Closure on the 200 block of Ross Avenue for a Good Guys Hall of Fame Road Tour from 3:00 p.m. to 6:00 p.m. on September 10, 2024, Requested by Frontier Auto Museum.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download

[MAP](#)

[Notification Form](#)

Good Guys Hall of Fame Road Tour September 10th 3:00 pm to 6 pm



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

August 06, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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Responsibility Integrity Dedication



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Street Closure on Wenger Drive for the 11th Annual Marine Corps League 5k, from 4:30 p.m. to 7:30 p.m., on September 11, 2024, Requested by Joseph Bolton.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download

[MAP](#)

Annual Marine Corps League 5k September 11 4:30 pm to 7:30 pm



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August 14, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Parade Permit on November 11th, from 1:00 p.m. to 2:00 p.m., on 2nd Street from 4-J Road to Osborne Avenue for the Veterans Day Parade, Requested by the Veterans Day Parade Committee.

BACKGROUND:

The Veterans Day Parade Committee has requested a parade permit for the 21st Annual Veterans Day Parade "To Honor and Pay Tribute to All American Veterans, Past, Present and Future."

The Parade will start at the corner of 4J Road and 2nd Avenue, traveling East on 2nd Street and ending at Osborne Ave. Parade entrants will turn North onto Osborne Ave., to 1st street and back to the Line up. Line-up to be on 4J Road North to 1st Street and the Parking lot of the CC Rec Center building and Soup Kitchen. Line-up starts at 12:00 noon.

Traffic Barricades Requested for:

- Corner of 1st and 4-J Road
- Corner of 2nd St and 4-J Road
- Corner of 3rd St and 4J Road
- 2nd St. and Rockpile Blvd
- 2nd St. and Richards / Both Sides
- 2nd St and Ross / Both Sides
- 2nd St and Warren / Both Sides
- 2nd St and Gillette Ave./ Both Sides
- 2nd St and Kendrick / Both Sides
- 2nd St and Carey / Both Sides
- 2nd St and Emerson / Both Sides
- 2nd St and Osborne / Both Sides
- 2nd Street and Osborne to Block Traffic on 2nd Street
- Osborne End of Parade Route (traffic to turn left to 1st Street back to Parade Line-up on 4J Road)

The Committee is also requesting:

- Snow Removal before the parade (if needed)
- GPA Video Taping of the Parade and display Parade information on GPA
- Police Escort.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve of a Parade Permit on November 11th from 1:00 p.m. to 2:00 p.m., on 2nd Street from 4-J Road to Osborne Avenue for the Veterans Day Parade, Requested by the Veterans Day Parade Committee.

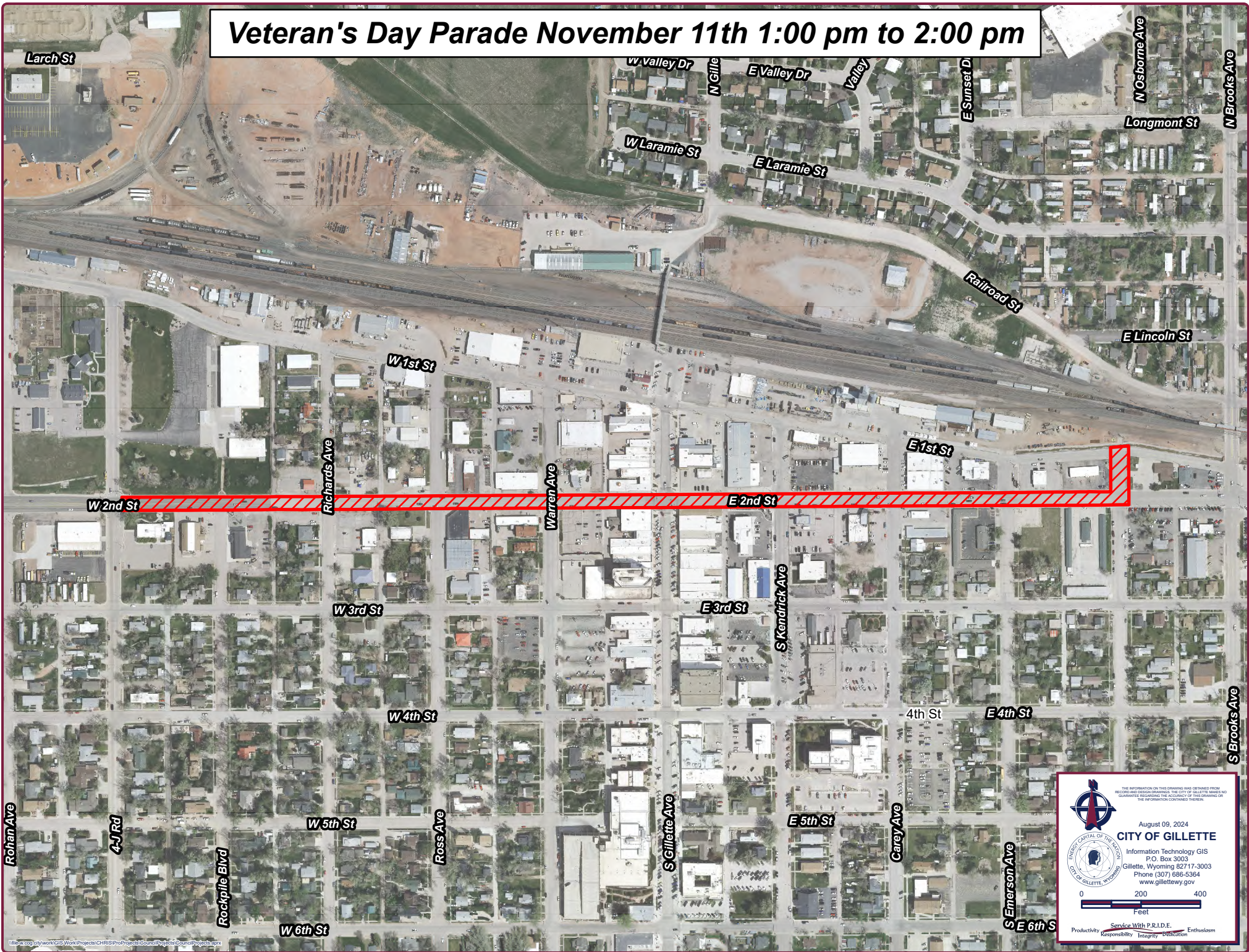
STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> MAP
<input type="checkbox"/> Letter to Mayor & Council
<input type="checkbox"/> Barricade Requests

Veteran's Day Parade November 11th 1:00 pm to 2:00 pm

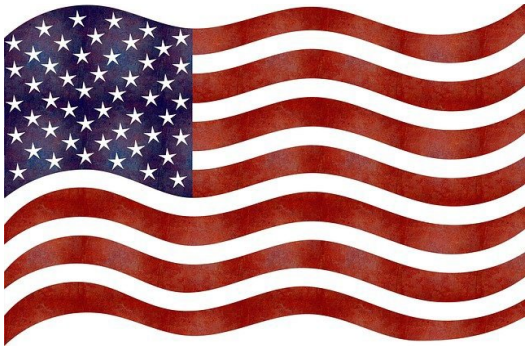


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August 09, 2024
CITY OF GILLETTE
 Information Technology GIS
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
 Phone (307) 686-5364
www.gillettewy.gov

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 Responsibility Integrity Dedication



**21ST ANNUAL
VETERANS DAY PARADE
MONDAY, NOVEMBER 11th, 2024**

Mayor Lundvall and Council Members,

The Veterans Day Parade Committee would like to thank the City of Gillette for its participation in previous Veterans Day Parades. We would like to ask for your participation in this year's Parade to be held on Monday, November 11th starting at 1:00 PM.

Attached is a copy of the Parade Permit request and a map of the parade route to support this permit request. As in previous years the Committee will require assistance from the City of Gillette to make the parade a success.

The following is a list of requested participation:

Barricades along the parade route (list attached).

Snow removal before parade (if needed).

2nd Street closed during the Parade.

GPA Video Taping of the Parade and Display Parade information on GPA.

Police Department: Police Escort for Parade.

Our Veterans Day Parade Committee looks forward to the Cities participation in the 2024 Parade.

Sincerely,

Linda Eldridge

Veterans Day Parade Committee Representative

Veterans Day Parade Route 4J Road East to Osborne Ave.

Parade Line-up 4J Road to 2nd Street and CC Rec. Center Parking Lot Begin at 12:00 AM

Parade Begins at 1:00 P.M.

Traffic Barricade's Requested for:

Corner of 1st and 4-J Road

Corner of 2nd St and 4-J Road

Corner of 3rd St and 4J Road

2nd St. and Rockpile Blvd

2nd St. and Richards / Both Sides

2nd St and Ross / Both Sides

2nd St and Warren / Both Sides

2nd St and Gillette Ave./ Both Sides

2nd St and Kendrick / Both Sides

2nd St and Carey / Both Sides

2nd St and Emerson / Both Sides

2nd St and Osborne / Both Sides

2nd Street and Osborne to Block Traffic on 2nd Street

Osborne End of Parade Route, traffic to turn left to 1st Street back to Parade Line-up on 4J Road.



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of an Amendment for Professional Services for the Heritage Lift Station Replacement Project, with HDR Inc., in the Amount of \$57,545.00.

BACKGROUND:

This Amendment to the Professional Services Agreement with HDR includes additional scope of work to replace existing sewer collection lines near the Heritage Lift Station that are undersized, as well as relocate damaged sewer collection mains that are too near the residential structures to be replaced.

ACTUAL COST VS. BUDGET:

The original professional services agreement was for \$237,835.40. The additional work in this Amendment is for \$57,545.00, for a new total professional services agreement amount of \$295,380.40.

SUGGESTED MOTION:

I move for Approval of an Amendment for Professional Services for the Heritage Lift Station Replacement Project, with HDR Inc., in the Amount of \$57,545.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[Amendment to Professional Services Agreement](#)

[Map](#)

Fee Estimate		Labor	Expenses	Total
Task No.	Task			
100	Project Management	\$ 2,540.00	\$ -	\$ 2,540.00
200	Predesign	\$ 11,360.00	\$ 400.00	\$ 11,760.00
300	Design	\$ 14,945.00	\$ -	\$ 14,945.00
400	Environmental Permitting (No Change)	\$ -	\$ -	\$ -
500	Force Main Replacement (No Change)	\$ -	\$ -	\$ -
600	Gravity Main Replacement	\$ 16,775.00	\$ -	\$ 16,775.00
700	Pre-Construction	\$ 11,525.00	\$ -	\$ 11,525.00
800	Bidding Preparation and Administration	\$ -	\$ -	\$ -
900	Construction Administration (NOT INCLUDED)	\$ -	\$ -	\$ -
	Total	\$ 57,145.00	\$ 400.00	\$ 57,545.00
				\$ 57,545.00

Heritage Lift Station Replacement



CITY OF GILLETTE

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

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1 inch = 333.33 feet

1 in = 0.06 miles

April 13, 2023

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

City of Gillette, GIS Division, Campbell County, State of Wyoming, City of Gillette, GIS Division



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the Echeta Road Reconstruction Project, with PCA Engineering, Inc, in the Amount of \$241,418.00 (1% Project).

BACKGROUND:

The scope of this agreement is to provide design and bidding services for the Echeta Road Reconstruction Project. This project will reconstruct Echeta Road from Hwy 14/16 to Burma Avenue (see attached map). The project will include the replacement of an aged and deteriorated 12" ductile iron watermain and appurtenances that were installed in the mid 1970s era.

Further, it will include installing a new sewer main by combining two existing 15" sewer mains into one sewer main. A sewer main installed in 1982 is located in the Burlington Northern right-of-way; the other sewer main was installed in the 1970s in the Echeta Road right-of-way.

Some sags in connecting sewer lines from the south will also be repaired with the project. The roadway is also in need of major repairs and will be fully reconstructed including surfacing, curb, gutter, sidewalks and all intersections for connecting streets and approaches.

SCHEDULE: It is anticipated the design will begin fall 2024 and be completed in fall 2025. The project will be bid in fall 2025 for a spring 2026 construction start.

ACTUAL COST VS. BUDGET:

The funding for this Professional Services Agreement has been allocated from the 1% fund FY2024 in the amount of \$250,000.00.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Design and Bidding Services Associated with the Echeta Road Reconstruction, with PCA Engineering, Inc, in the Amount of \$241,418.00 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

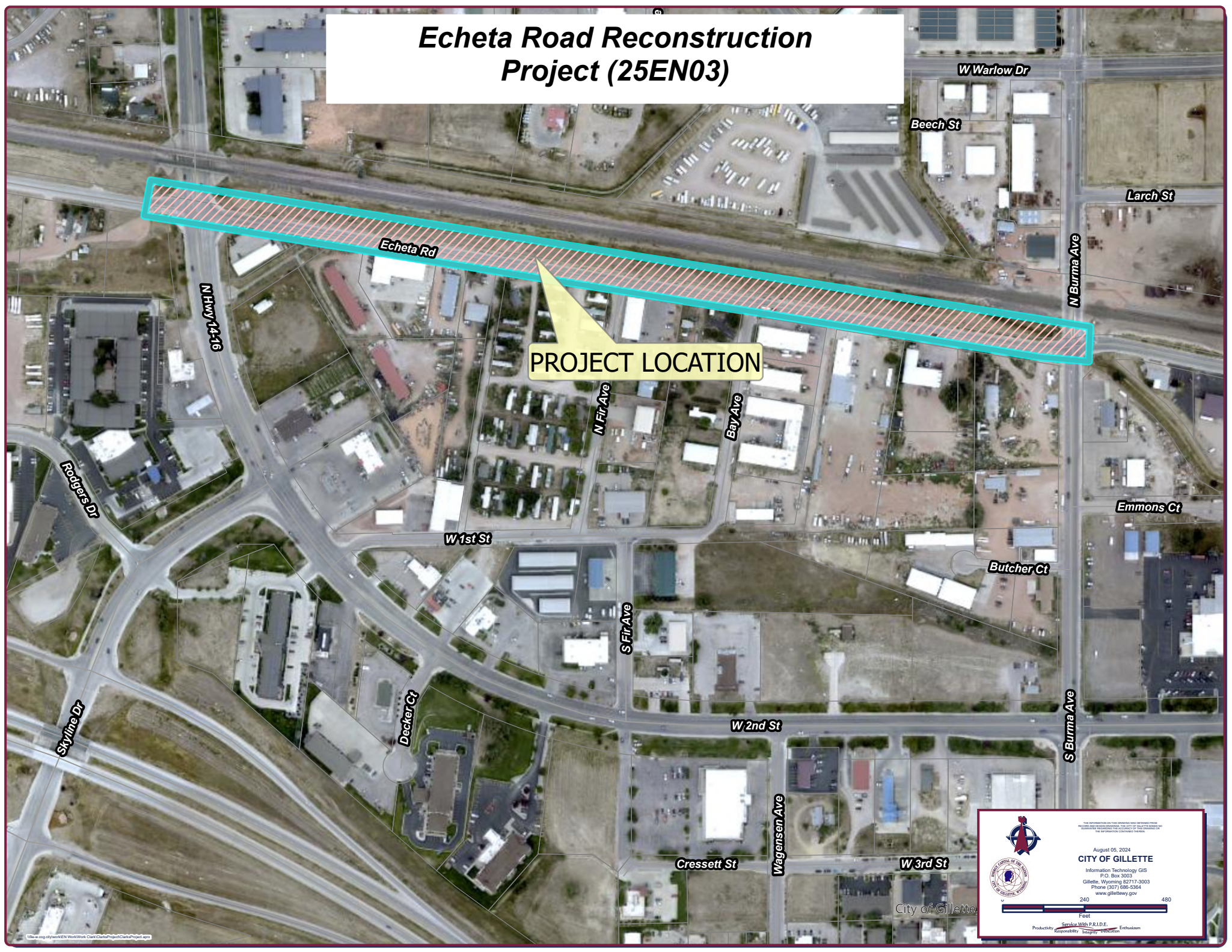
Click to download

[Aerial and Vicinity Map](#)

Echeta Road Reconstruction Project (25EN03)



PROJECT LOCATION



August 05, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 188-5354
www.gillettewy.gov

240 480
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Productivity: *Service With P.R.I.D.E.* Enthusiasm
Responsibility: *Integrity* - *Customer*

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Gillette** (Owner) and **PCA Engineering Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Echeta Road Reconstruction (25EN02)** (Project). Other terms used in this Agreement are defined

in Article 7. Engineer's services under this Agreement are generally identified as **Engineer's services under this Agreement are generally identified as follows:**

Professional engineering and surveying including conceptual design and report, preliminary design plans, final contract documents, and bidding services for the reconstruction of Echeta Road (Burma to Highway 14/16); including water and sewer main replacements and total roadway reconstruction.

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.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. 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.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through 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; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; 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; 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.
- C. Owner shall 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.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall 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) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to

- include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
- 1. 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. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
- 1. Accounting, bond and financial advisory services (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, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall 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. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall 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 this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. 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.
- G. 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;
 - 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.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project,

including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. 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.
 - 2. Primarily communicate with Engineer’s Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer’s Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 - 4. Perform or provide the following:
 - a. **[None]**.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer’s compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$241,418	Hourly Rates
2.	Resident Project Representative Services	\$	
4.	Additional Services (Article 2 of Exhibit A)		

Based on a ~~[Number]~~ month continuous construction period.

- 1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
- 2. Lump sum amounts incorporate Engineer’s labor, overhead, profit, and Engineer’s Subcontractor and Subconsultants’ charges.

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 B, 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, will 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, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, 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 to the extent, if any, resulting from such failure by Engineer.

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, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within ~~30~~ 45 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. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within ~~30~~ 45 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 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.
- E. *Availability of Funds: Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify Engineer and/or the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.*

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) 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 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- 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. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants 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 may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the 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, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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.

- J. 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.
- K. 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.
- L. 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.
- M. Engineer's services do not include providing legal advice or representation.
- N. 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.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. 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;
 - b. 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 Subconsultants;

- c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. 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.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and 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 Exhibit F, Electronic Documents Protocol (EDP).
- 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. 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, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. ~~Owner and~~ Owner and Engineer shall ~~each deliver to the other~~ deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, 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 Engineer's Subcontractors or Subconsultants 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

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner 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. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: 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 in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.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. 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.
 - 2. Nothing in this Agreement will 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.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. 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 mediation.
 - 2. 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. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. ~~This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.~~ *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. §§ 1-39-101-120 and all other applicable law.*
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 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. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction 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 undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at

its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will 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.

6.10 Indemnification and Mutual Waiver

- A. ~~Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~ *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 or arising out of Engineer's negligent acts, errors or omissions in the performance or failure to perform any of Engineer's duties and obligations hereunder.*
- B. ~~Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and~~

~~subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:~~

- ~~1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and~~
 - ~~2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. ~~Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, 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, will 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 Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, 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.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, 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 will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement. *One or more waivers by either party of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.*
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- 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 39 101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution 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.*
- G. *Force Majeure: Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that 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 39 101-120 and all other applicable law.*

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 Article 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 Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. 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.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. 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.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), 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, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
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. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. 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.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. 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.
27. 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.
28. 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.
29. 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.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. 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.
32. 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.
33. 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.

34. 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.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. 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.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. 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.
39. 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.
40. 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 and private utilities (including relocation if not part of Construction Cost), 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.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. 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.
43. 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. Terminology

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 to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. – *Not used*.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). - *Not used*
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – *Not Used*
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

anceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that 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 anything 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.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

City of Gillette
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Shay Lundvall
(typed or printed)

Title: Mayor
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
201 E. 5th Street
Gillette, WY 82716

Designated Representative:

Name: Clark Sanders
(typed or printed)

Title: Senior Project Manager
(typed or printed)

Address:
201 E. 5th Street
Gillette, WY 82716

Phone: 307.686.5265

Email: clarks@gillettewy.gov

Engineer:

PCA Engineering Inc.
(name of organization)

By: _____
(individual's signature)

Date: 8/5/2024
(date signed)

Name: Thomas A. Sylte
(typed or printed)

Title: President
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: Bookkeeper
(typed or printed)

Address for giving notices:
P.O. Box 2185
Gillette, WY 82717

Designated Representative:

Name: Thomas A. Sylte
(typed or printed)

Title: President
(typed or printed)

Address:
P.O. Box 2185
Gillette, WY 82717

Phone: 307.687.0600

Email: syltet@pcaengsur.com

EXHIBIT A—ENGINEER’S SERVICES

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

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

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A tasks.
 3. Coordinate services within Engineer’s internal team, and with Subconsultants and Engineer’s Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer’s services or resulting construction.
 5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer’s standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **N/A**.
 7. Conduct ongoing management tasks, including:

- a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **City of Gillette Drafting Standards**.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **City of Gillette Design and Construction Standards**, unless otherwise mutually agreed upon by the parties.

1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
- 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 - 3. Prepare a Preliminary Design Phase Report in the following format: Narrative report.
 - 4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

- a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - j. Other matters and information pertinent to addressing the Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 8. Above-Ground Utilities

- a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
9. Underground Facilities
- a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
10. Mitigation of Utilities Conflicts
- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities

conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain 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/Proposal Documents and Front-End Construction Contract Documents.

- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
 16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Preliminary Plans and Project Manual.
 17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
1. 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.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this

Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or 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/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by

Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) None.
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.

Exhibit A—Engineer's Services.

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assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.04 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, 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 Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if 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, if any, for the issued documents.
 - a. Owner's procurement website
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. 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 Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. 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.
 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/Proposal Phase tasks or deliverables:
 - a. None.
 10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

ARTICLE 2—ADDITIONAL SERVICES

2.01 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. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. 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;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 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. Implement coordination of Engineer’s services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. ~~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.~~
8. ~~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.~~
9. ~~Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
10. ~~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.~~
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 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 J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. 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.
 4. 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.

5. 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.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. 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;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - 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.

Exhibit A—Engineer's Services.

13. 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 (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- ~~20. 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.~~
- ~~21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
- ~~22. 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.~~
- ~~23. 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.~~

Exhibit A—Engineer's Services.

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24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. 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.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. 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).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within [number] days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within [number] days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit [number] copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within [number] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit 1 review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 52 weeks of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 30 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit [number] copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within [number] days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit 1 copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 14 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 5 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within [number] days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit [number] of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within [number] days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 1 copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 5 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within [number] days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: [number] copies of the revised final, completed, pricing ready and construction ready Drawings and Specifications; and [number] of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2 1.04.G.3	Within [number] days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing ready and construction ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit 1 copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within 5 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit [number] copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within [number] days of [applicable benchmark event such as commencement of the Construction Contract Times]
Engineer	Submit [number] copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within [number] days of Substantial Completion.

Exhibit B—Deliverables Schedule.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Gillette**

Engineer: **PCA Engineering, Inc.**

Project: **Echeta Road Reconstruction**

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- 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. Include cost breakdown and documentation, if applicable.]

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):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Exhibit E—Notice of Acceptability of Work.

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **[File Size]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The **Owner** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Bid postings will be via QUESTCDN, provided by the City of Gillette, at the following WWW.GILLETTEWY.GOV, UNDER WHAT'S HAPPENING, ADVERTISEMENTS & INVITATIONS TO BID.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any

third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number] .			
DOC	Microsoft® Word. docx format Version [number] .			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$4,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$4,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. ~~Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds.~~
- B. ~~During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.~~
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.224
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If

Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. ~~Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.~~
- B. ~~Arbitration Provisions~~
- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
 - ~~2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.~~
 - ~~3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.~~
 - ~~4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
 - ~~5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
 - ~~6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.~~
 - ~~7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver~~

~~by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.~~

- ~~8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.~~
- ~~9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES:
INTRODUCTIONEXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 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 Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' 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 Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$241,418 based on the following estimated distribution of compensation: And per attached PCA Spreadsheet

a. Study and Report Phase	\$
b. Preliminary Design Phase	\$ 208,258
c. Final Design Phase	\$ 26,040
d. Bidding/Proposal Phase	\$ 7,120
e. Construction Phase	\$
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 compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's

employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- 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. 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 1.10.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.10.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. ~~The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [Enter date]) to reflect equitable changes in the compensation payable to Engineer.~~
- E. 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.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent Additional Services-related, 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 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 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 1.10.
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.10.
 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. ~~The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **[Enter date]**) to reflect equitable changes in the compensation payable to Engineer for Additional Services related services and expenses.~~
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.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:



LABORATORY TESTING FEES

Moisture Content of Soil / Aggregate	\$ 40.00
Sieve Analysis: Standard Sizes thru #200	\$ 90.00
Moisture/Density Relations (Proctor):	
Standard ASTM D-698, 4"	\$150.00
Standard ASTM D-698, 6"	\$175.00
Modified, ASTM D-1557, 4"	\$175.00
Modified, ASTM D-1557, 6"	\$200.00
Check Point	\$ 75.00
Compressive Strength of Concrete Cylinder	\$ 25.00
Bitumen Content of Asphalt	\$ 90.00
Flow and Stability (Marshall Method)	\$ 75.00
Unit Weight (Marshall Method)	\$100.00
Rice Test	\$ 90.00
CBR	\$300.00
Atterberg Limit	\$ 85.00
Insitu Density and Moisture Content	\$ 30.00

Other Laboratory Tests are available and will be quoted upon request.

CHARGEABLE EXPENSES

Survey Equipment	\$ 55.00 per hour
Digital Camera	\$ 10.00 per week
Vehicle Mileage	\$ 0.85 per mile
ATV / Snowmobile	\$ 100.00 per day
Copies	\$ 0.20 per copy
Color Copies	\$ 0.57 per copy
Mylar Prints	\$ 4.00 per lineal ft.
Wide Format Copies	\$ 3.00 per copy/\$0.50 sft
Foam Presentation Boards	\$ 6.00 per board
Rebar with Cap Monuments	\$ 10.00 each
Brass Cap Monuments	\$ 100.00 each
Aluminum Cap Monument	\$ 60.00 each
Metal Fence Posts	\$ 10.00 each
Nuclear Densometer	\$ 50.00 per day
Reimbursables at invoice plus 10%	

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

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

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



HOURLY RATES:

Project Manager-Professional Engineer 1	\$170.00
Project Manager-Professional Engineer 2	\$165.00
Professional Land Surveyor	\$135.00
Project Engineer	\$110.00
Engineering Intern	\$100.00
Geotechnical Manager	\$135.00
Engineering Tech	\$ 95.00
Engineering Tech (Summer Intern)	\$ 70.00
Bookkeeper-Admin Asst.	\$ 65.00
Receptionist Office Asst.	\$ 60.00

**PROFESSIONAL SERVICES
DESIGN BUDGET**

Prepared By: TAS
Date: Aug-05-24

Project: Echeta Road Reconstruction 25EN02
Proj. No.: P24249

ACTIVITY	PROJECT MANGR. P.E.	PROJECT ENGR.	ENGR. INTERN	GEOTECH MANGR.	ENGR. TECH.	RECEPTION OFFICE ASST.	SURVEY INTERN (Office)	SURVEY INTERN (Field)	PROFESSIONAL LAND SURVEYOR (Office)	PROFESSIONAL LAND SURVEYOR (Field)	SURVEY TECH (Office)	SURVEY TECH (Field)	TOTAL OFFICE	TOTAL FIELD	SUB TOTAL
PRELIM. DESIGN PHASE															
Project Start-up	4												\$ -	\$ -	\$ -
Data Acquisition	6		8										\$ 1,820.00	\$ -	\$ 1,820.00
													\$ -	\$ -	\$ -
													\$ -	\$ -	\$ -
													\$ -	\$ -	\$ -
Additional Pavement Cores			4	4									\$ 940.00	\$ -	\$ 940.00
Design Surveys									4				\$ 540.00	\$ -	\$ 540.00
Office Calcs									4				\$ 540.00	\$ -	\$ 540.00
Control										6			\$ -	\$ 810.00	\$ 810.00
Topo Survey										32			\$ -	\$ 4,320.00	\$ 4,320.00
Utilities/Dip MH's/Cores-Bores										20			\$ -	\$ 3,820.00	\$ 3,820.00
ROW									16	16		16	\$ 2,160.00	\$ 2,160.00	\$ 4,320.00
Base Maps	24		4						16	16			\$ 6,640.00	\$ -	\$ 6,640.00
Design													\$ -	\$ -	\$ -
Review meetings	8												\$ 1,360.00	\$ -	\$ 1,360.00
Prelim Roadway Design	80		64										\$ 20,000.00	\$ -	\$ 20,000.00
Prelim water main replacement	80		80										\$ 21,600.00	\$ -	\$ 21,600.00
Prelim sewer main replacement	60	80	80						24				\$ 34,640.00	\$ -	\$ 34,640.00
Plan Sheet layout	40		150						8				\$ 22,880.00	\$ -	\$ 22,880.00
Drainage Analysis		24											\$ 3,960.00	\$ -	\$ 3,960.00
Plansheet quantities/callouts	32		64										\$ 11,840.00	\$ -	\$ 11,840.00
Plan Notes/Details	16		32										\$ 5,920.00	\$ -	\$ 5,920.00
													\$ -	\$ -	\$ -
Outline Specs.	8												\$ 1,360.00	\$ -	\$ 1,360.00
Erosion Control		2	2										\$ 530.00	\$ -	\$ 530.00
WYDOT/RR Permits	20		6						6				\$ 4,810.00	\$ -	\$ 4,810.00
Cost Estimates	8		16										\$ 2,960.00	\$ -	\$ 2,960.00
Preliminary Drawings/ Reviews	4	4								2			\$ 1,610.00	\$ -	\$ 1,610.00
Public Involvement	50		65										\$ 15,000.00	\$ -	\$ 15,000.00
FINAL DESIGN PHASE															
													\$ -	\$ -	\$ -
Final Drawings	50		70						8				\$ 16,580.00	\$ -	\$ 16,580.00
Final Contract Doc.	24		8										\$ 4,880.00	\$ -	\$ 4,880.00
Cost Estimate	8		8										\$ 2,160.00	\$ -	\$ 2,160.00
Final Review	6	2	6						2				\$ 2,220.00	\$ -	\$ 2,220.00
Bidding															
Reproduction	4		16						2				\$ 2,550.00	\$ -	\$ 2,550.00
Bidder Inq/Addenda	12		6										\$ 2,640.00	\$ -	\$ 2,640.00
Pre-Bid Conference	3		2										\$ 710.00	\$ -	\$ 710.00
Bid Opening, Evaluation and Award	6		1										\$ 1,120.00	\$ -	\$ 1,120.00
TOTAL HOURS	553	112	692	4	0	0	0	0	82	74	0	16	\$ 194,710.00	\$ 11,110.00	\$ 205,820.00
HOURLY RATE	\$170.00	\$165.00	\$100.00	\$135.00	\$60.00	\$60.00	\$60.00	\$60.00	\$135.00	\$135.00	\$70.00	\$70.00	\$ 194,710.00	\$ 11,110.00	\$ 205,820.00
AMOUNT PER CATEGORY	94,010.00	18,480.00	69,200.00	540.00	-	60.00	60.00	60.00	12,420.00	9,990.00	-	1,120.00	\$ 194,710.00	\$ 11,110.00	\$ 205,820.00

LABOR COST

\$ 205,820.00

REIMBURSABLE EXPENSES:

Copies		\$ 200
Printing		\$ 100
Survey Supplies		\$ 100
		\$ -
		\$ -
GPS Units	48 hrs @ \$ 55.00	\$ 2,640
Travel	250 miles @ \$ 0.85	\$ 213
Additional Pavement Cores		\$ 500
Geotechnical Investigation - Advanced Geotechnical Solutions, Inc		\$ 15,895
Traffic Study Subconsultant - Olsson, Inc.		\$ 15,950
		\$ -
		\$ -
Total Expenses		\$ 35,598

TOTAL DESIGN AND BIDDING FEE

\$ 241,418



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the 2024 Pothole Concrete Repair Phase 1, to S&S Builders, LLC (1% Project).

BACKGROUND:

Due to normal traffic and weathering, potholes regularly form and grow in our City streets as time progresses. A pothole is typically made when a crack forms in the surfacing, then water runs into the crack, the water freezes causing ice to form and therefore widen the crack. As the crack widens and vehicles continually hit the crack, the surfacing begins to deteriorate and breaks off. To help maintain the current pavement condition index for the street network infrastructure and minimize the number of potholes in the streets the council has allocated funding to repair potholes throughout the City of Gillette. Utilizing this funding, this will be an ongoing and multi-year effort to repair potholes. The current locations are known concrete panels in need of repair to maintain drivability.

WHY NEEDED: Normal wear and tear as well as weathering on City streets creates conditions for potholes to form and grow. The Streets Division currently goes out with a dura-patcher and mixes clean rock with asphalt oil to fill in potholes. This is a temporary repair. This project will install concrete to complete the repairs.

HOW WILL IT BE COMPLETED: The contractor will remove the existing surfacing, recompact the existing gravel and place concrete in the repair area. The selected potholes and repair areas will be repaired on a case by case basis determined on the greatest need and available funds for Phase 1.

SCHEDULE: The anticipated schedule for construction is to begin in the fall with all work needed to be completed by November 2024.

BIDS: The project was bid with unit pricing for a base bid and no alternates. The bid will provide the city with a "per square yard" cost, where pre-determined locations will be repaired at the bid cost. Repair of potholes will continue until the allocated amount (\$240,000) is spent.

ACTUAL COST VS. BUDGET:

Bids were received at 10:00 a.m. on Tuesday, August 6, 2024, for the above-referenced project. Two contractors submitted regular and responsive bids. The bids entailed eight (8) bid items based on a square yard price for each unit and then those unit prices were summed up to provide a basis for selecting a low bid.

Contractor	Base Bid
------------	----------

S&S Builders, LLC	\$ 320.00
Powder River Construction	\$ 612.50
Engineer's Estimate	\$ 607.50

This construction project is fully funded from the 1% Optional Sales Tax Fund. FY25 budget allocated \$1,000,000.00 for this project which is broken into four phases at \$250,000 per phase.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the 2024 Pothole Concrete Repair Phase 1, to S&S Builders, LLC (1% Project).

STAFF REFERENCE:

MAPS - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Engineers Recommendation for Award
<input type="checkbox"/> Bid Tab
<input type="checkbox"/> Exhibits



August 6, 2024

Clark Sanders
City of Gillette
Engineering Department
201 E 5th Street
Gillette, WY 82716

**RE: 2024 Concrete Pothole Repair Phase 1
Project No. 25EN11**

Dear Clark,

Bids were received at 10:00 a.m. on Tuesday, August 6, 2024, for the above referenced project. A total of two (2) contractors submitted bids. There was one (1) addendum for this project and was 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 both bids, all bids included the "Certificate of Residency Status."

There were no mathematical errors found with any of the bids submitted. This was set up as just providing unit prices, so no quantities were included in the bid form, thus there are no summations. The bids are tabulated as follows:

S&S Builders

Removal of Asphalt Pavement - \$30.25
Removal of PCC Pavement - \$30.25
Surplus Material Disposal - \$28.90
Imported Borrow - \$32.90
6" Aggregate Base - \$18.80
PCCP "Pothole" Repair 6" - \$137.10
Install Concrete Fillet (8") - \$21.00
Install Concrete Valley Gutter (8") - \$21.00

Powder River Const.

Removal of Asphalt Pavement - \$60.00
Removal of PCC Pavement - \$67.50
Surplus Material Disposal - \$84.00
Imported Borrow - \$30.00
6" Aggregate Base - \$66.00
PCCP "Pothole" Repair 6" - \$240.00
Install Concrete Fillet (8") - \$35.00
Install Concrete Valley Gutter (8") - \$30.00

QUALITY

INTEGRITY

SERVICE

Engineer's Estimate

Removal of Asphalt Pavement - \$60.00
Removal of PCC Pavement - \$67.50
Surplus Material Disposal - \$84.00
Imported Borrow - \$30.00
6" Aggregate Base - \$66.00
PCCP "Pothole" Repair 6" - \$240.00
Install Concrete Fillet (8") - \$35.00
Install Concrete Valley Gutter (8") - \$25.00

A bid tabulation form with the comparable unit pricing is attached. Also attached is a comparison of pricing with the application of quantities based on the plan sheets included in the bid documents. This would represent a fair comparison of the unit prices. It is evident from this application, that regardless of any different combinations of quantities, S&S Builders unit prices would make them the apparent low bidder for consideration of awarding the work.

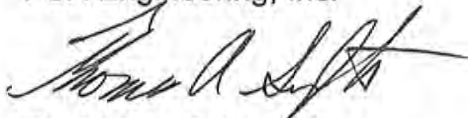
The two (2) bidders are local contractors and have worked on similar projects throughout the region and for the City of Gillette.

The low bidder has met the requirements for bidding. If the funds are available, I recommend the City of Gillette award the 2024 Concrete Pothole Repair Phase 1 project to S&S Builders per the unit prices provided.

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: Bid Tabulation Form
Contractor Bids

CLIENT: City of Gillette
 PROJECT NO. 25EN11

BID TABULATION FORM
 2024 Concrete Pothole Repair Phase 1

PCA ENGINEERING
 BID DATE: August 6, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	S&S Builders			PRC			Engineer's Estim			HIGH	LOW	AVE
			UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	UNIT PRICE	UNIT PRICE	
1	Removal of Asphalt Pavement	S.Y.	\$30.25		\$60.00		\$60.00		\$60.00		\$60.00	\$30.25	\$45.13	
2	Removal of PCC Pavement	S.Y.	\$30.25		\$67.50		\$67.50		\$67.50		\$67.50	\$30.25	\$48.88	
3	Surplus Material Disposal	C.Y.	\$28.90		\$84.00		\$84.00		\$84.00		\$84.00	\$28.90	\$56.45	
4	Imported Borrow	C.Y.	\$32.90		\$30.00		\$30.00		\$32.90		\$32.90	\$30.00	\$31.45	
5	6" Aggregate Base	S.Y.	\$18.80		\$66.00		\$66.00		\$66.00		\$66.00	\$18.80	\$42.40	
6	PCCP "Pothole" Repair 6"	S.Y.	\$137.10		\$240.00		\$240.00		\$240.00		\$240.00	\$137.10	\$188.55	
7	Install Concrete Fillet (8")	S.F	\$21.00		\$35.00		\$35.00		\$35.00		\$35.00	\$21.00	\$28.00	
8	Install Concrete Valley Gutter (8"	S.F	\$21.00		\$30.00		\$25.00		\$30.00		\$30.00	\$21.00	\$25.50	

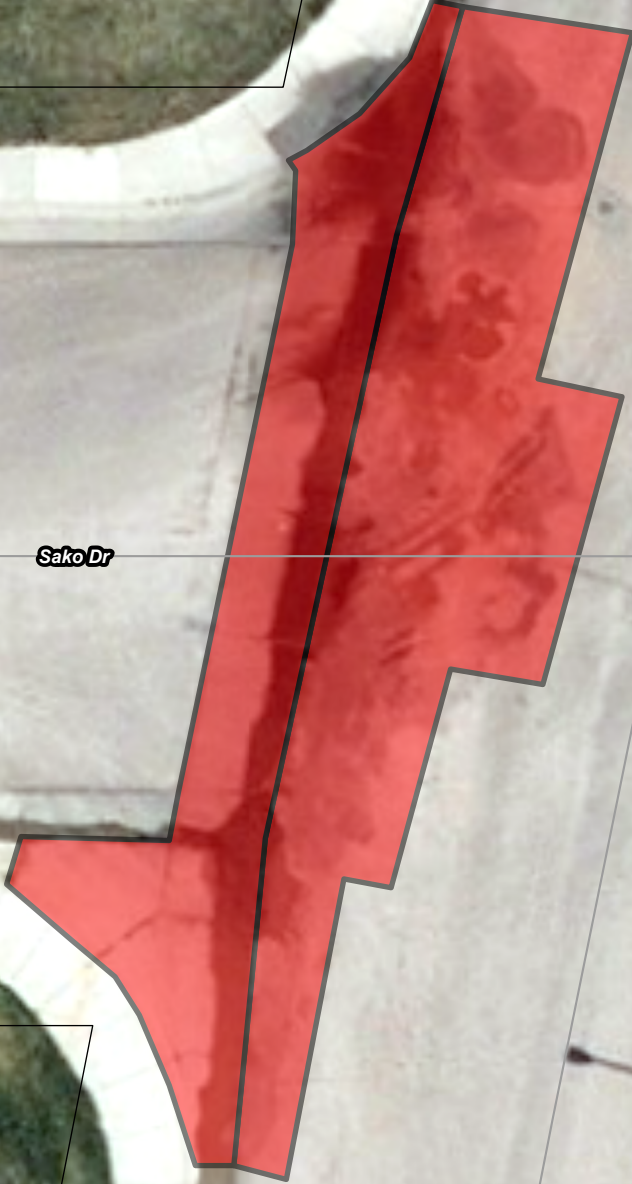
Sako/Glock

551

Sako Dr

Glock Ave

01



July 12, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov



Productivity Service With P.R.I.D.E. Enthusiasm
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2801 Echeta Road

Echeta Rd

2801

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Butler Spaeth/E Hwy 14-16

E Hwy 51

E Hwy 14-16

1500

S Butler Spaeth Rd



July 12, 2024

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Butler Spaeth/E 7th Street

610

E 7th St

S Butler Spaeth Rd

1500

Cimarron Dr



July 12, 2024
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CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the 2024 Asphalt Pothole Repair Project, to S&S Builders, LLC (1% Project).

BACKGROUND:

Due to normal traffic and weathering, potholes regularly form and grow in our city streets as time progresses. A pothole is typically made when a crack forms in the surfacing, then water runs into the crack, the water freezes causing ice to form and therefore widen the crack. As the crack widens and vehicles continually hit the crack, the surfacing begins to deteriorate and breaks off. To help maintain the current pavement condition index for the street network infrastructure and minimize the number of potholes in the streets the council has allocated funding to repair potholes throughout the City of Gillette. Utilizing this funding, this will be an ongoing and multi-year effort to repair potholes. The current locations are known asphalt areas in need of repair to maintain drivability.

WHY NEEDED: Normal wear and tear as well as weathering on City streets creates conditions for potholes to form and grow. The Streets Division currently goes out with a dura-patcher and mixes clean rock with asphalt oil to fill in potholes. This is a temporary repair. This project will install concrete to complete the repairs.

HOW WILL IT BE COMPLETED: The contractor will remove the existing surfacing, recompact the existing gravel and place asphalt in the repair area. The selected potholes and repair areas will be repaired on a case by case basis determined on the greatest need and available funds.

SCHEDULE: The anticipated schedule for construction is to begin in the fall with all work needed to be completed by December 2024.

BIDS: The project was bid with unit pricing for a base bid and no alternates. The bid will provide the city with a "unit" cost, where pre-determined locations will be repaired at the bid cost. Repair of potholes will continue until the allocated amount (\$230,000) is spent.

ACTUAL COST VS. BUDGET:

Bids were received at 2:00 PM on August 7, 2024, for the above-referenced project. Four contractors submitted regular and responsive bids. The bids entailed six (6) bid items based on a square yard price for each unit and then those unit prices were summed up to provide a basis for selecting a low bid.

Contractor Total Unit Price
S&S Builders \$279.00
PRC \$405.00
Simon \$359.00
Croell \$365.50

This construction project is fully funded from the 1% Optional Sales Tax Fund. FY25 budget allocated \$1,000,000.00 for this project which is broken into four phases at \$250,000 per phase.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the 2024 Asphalt Pothole Repair Project, to S&S Builders, LLC (1% Project).

STAFF REFERENCE:

MAPS - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Recommendation letter
<input type="checkbox"/> Bid tab
<input type="checkbox"/> Locations



August 8, 2024

City of Gillette
 Engineering
 2nd Floor, City Hall
 201 E. 5th Street
 Gillette, Wyoming 82716

ATTN: Joe Schoen

RE: 2024 Pothole Repairs Project
 City of Gillette Project No. 25EN08

Dear Joe,

Bids were received at 2:00 P.M. on August 7, 2024 for the above referenced Project, with four (4) general contractors submitting bids. Proper bid security in the form of a bid bond in the amount of five percent (5%) of the amount bid was included with each of the Bids. All of the contractors acknowledged Addendum No. 1. All of the bid bonds were on the City of Gillette's standard form. A "Certificate of Residency Status" was also submitted with each of the four (4) Bids.

A. Bids Received:

The following is a listing of the Bids received, the commentary on their review, and our recommendations:

CONTRACTOR	*BID ITEM TOTAL
S&S Builders	\$279.00
Powder River Construction	\$405.00
Simon Contractors	\$359.00
Croell	\$365.50

**Please see attached Bid Opening Results Form for individual bid item pricing.*

B. Apparent Low Bid:

- S&S Builders, LLC is the apparent low bidder with Jason Tystad serving as their Agent.
- I spoke on August 8, 2024 with Jason Tystad and he has no concerns with the bid that S&S Builders submitted.
- S&S Builders listed Simon Contractors as their only subcontractor to provide the asphalt patching.

C. Recommendations:

Based on the overall Project budget as we understand it, we recommend that a contract be awarded to the low bidder, S&S Builders, LLC. For an amount not to exceed the City of Gillette's allocated budget for this project.

If you have any questions concerning this Project, please contact us.

Sincerely,

Steve Stillman

Steve Stillman
Consolidated Engineers, Inc.

Attachments:

1. Bid Opening Results Form
2. Email communication with Jason Tystad (S&S Builders) and Steve Stillman (Consolidated Engineers, Inc.)



CITY OF GILLETTE
BID OPENING RESULTS FORM
2024 POT HOLE REPAIRS PROJECT (25EN08)
 AUGUST 7, 2024 2:00 P.M.

		CERTIFICATE OF					
BIDDER	ADDENDUM 1	BID BOND	RESIDENCY	ITEM	UNIT	UNIT PRICE	
1	S&S Builders, LLC	YES	YES	YES	REMOVAL OF AC PAVEMENT	SY	\$ 30.70
					SURPLUS MATERIAL DISPOSAL	CY	\$ 21.80
					IMPORTED BORROW	CY	\$ 37.50
					6" AGGREGATE BASE	SY	\$ 29.50
					ASPHALT POT HOLE REPAIR 6"	SY	\$ 155.50
					GEOGRID	SY	\$ 4.00
					TOTAL=		\$ 279.00
2	Powder River Construction, Inc.	YES	YES	YES	REMOVAL OF AC PAVEMENT	SY	\$ 60.00
					SURPLUS MATERIAL DISPOSAL	CY	\$ 80.00
					IMPORTED BORROW	CY	\$ 30.00
					6" AGGREGATE BASE	SY	\$ 60.00
					ASPHALT POT HOLE REPAIR 6"	SY	\$ 150.00
					GEOGRID	SY	\$ 25.00
					TOTAL=		\$ 405.00
3	Simon Contractors	YES	YES	YES	REMOVAL OF AC PAVEMENT	SY	\$ 21.00
					SURPLUS MATERIAL DISPOSAL	CY	\$ 78.50
					IMPORTED BORROW	CY	\$ 122.00
					6" AGGREGATE BASE	SY	\$ 32.50
					ASPHALT POT HOLE REPAIR 6"	SY	\$ 96.00
					GEOGRID	SY	\$ 9.00
					TOTAL=		\$ 359.00
4	Croell, Inc.	YES	YES	YES	REMOVAL OF AC PAVEMENT	SY	\$ 40.00
					SURPLUS MATERIAL DISPOSAL	CY	\$ 62.00
					IMPORTED BORROW	CY	\$ 70.00
					6" AGGREGATE BASE	SY	\$ 40.00
					ASPHALT POT HOLE REPAIR 6"	SY	\$ 150.00
					GEOGRID	SY	\$ 3.50
					TOTAL=		\$ 365.50

Dalbey Park Drainage



108 SY

65 SY

July 23, 2024
CITY OF GILLETTE
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P.O. Box 3003
Gillette, Wyoming 82717-3003
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0 10 20
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Mahogany/Wagonhammer & Redwood

2214

2215

Wagonhammer Ln

46 SY

W Redwood St

12.5 SY

2382

315

Mahogany Cir

2300

2301

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July 23, 2024
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Shoshone and Tate Ave

Tate Ct

W Shoshone Ave


40 SY

Tate Ave

11 SY

4500

4501



July 23, 2024
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0 8.5 17
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Shoshone and Gage Ct

W Shoshone Ave

105 SY


4500

Gage Ct

4501

502

503



July 23, 2024
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Shoshone and J Cross

Shoshone Ave

4400

4402

4404

4406

J Cross Ave

21 SY



July 23, 2024

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0 9.5 19
Feet

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Rocking T 1 & 2

4602

4603

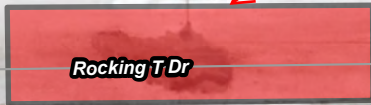
4604

4605

Triple T Ct

96 SY

121 SY



Rocking T Dr

805

803

801

715

713

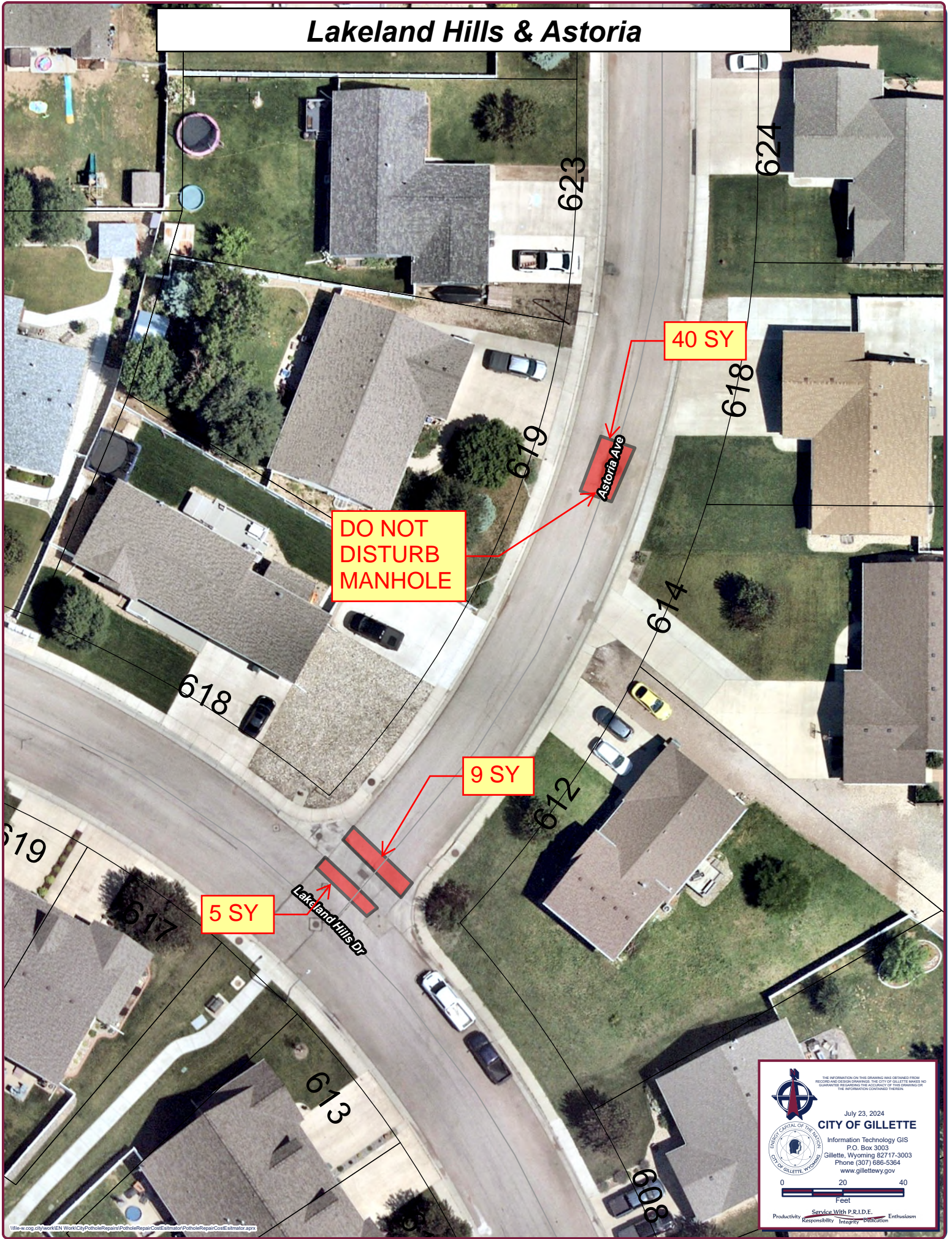
711

July 23, 2024
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0 10 20
Feet

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Lakeland Hills & Astoria



July 23, 2024
CITY OF GILLETTE
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

0 20 40
Feet

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

Manchester Street

501

1605


10 SY

80 SY

Manchester St

1606

July 23, 2024
CITY OF GILLETTE
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Productivity Service With P.R.I.D.E. Enthusiasm
Responsibility Integrity Publication

Lakeland Hills and Arcadia

615

613

Arcadia Ave

612

656

128 SY


Lakeland Hills Dr

600

657

655

E Warlow Dr

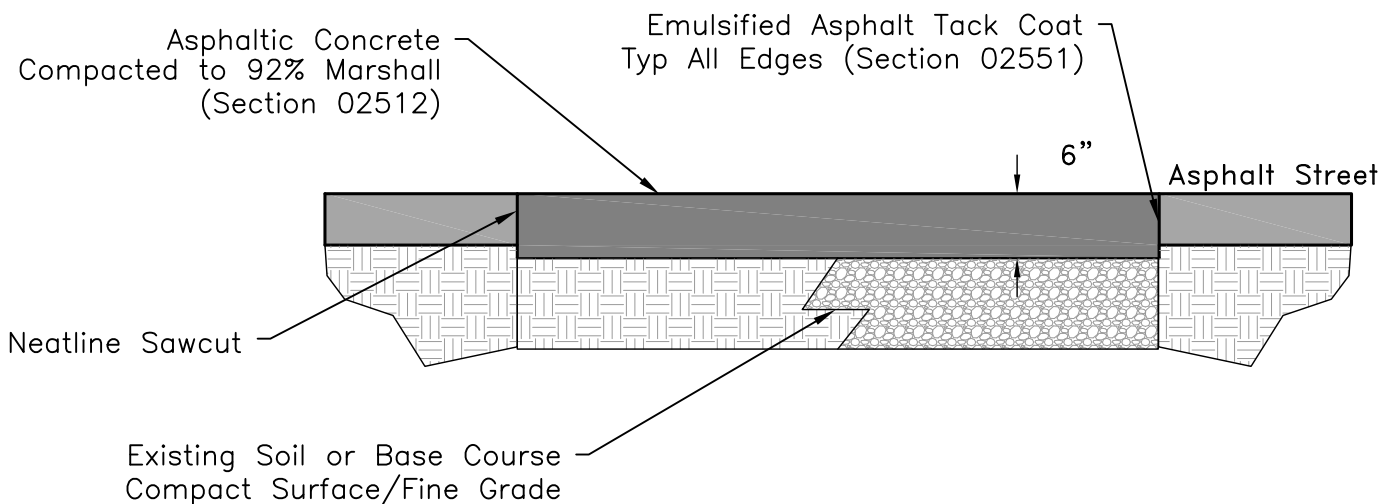


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July 23, 2024
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

0 20 40
Feet

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



TYPICAL AC "POTHOLE" REPAIR



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for Four (4) New 2025 1 Ton 4 Wheel Drive Long Wheelbase Crew Cab Pickups.

BACKGROUND:

These vehicles budgeted in FY25 are replacements for Units 37, 41, 156 and 7. The remaining funds will be used to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Budgeted amount for FY25 is \$217,240. Actual cost is \$200,776. A difference of \$16,464.

SUGGESTED MOTION:

I move for approval to award the bid to Fremont Motors, Riverton, Wyoming in the amount of \$200,776 or \$50,194 each for their bid on Four (4) New 2025 1 Ton 4 Wheel Drive Long Wheelbase Crew Cab Pickups.

STAFF REFERENCE:

Sawley Wilde, Public Work Director

ATTACHMENTS:

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[Memo](#)



CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
FROM: Sawley Wilde, Public Works Director
DATE: August 7, 2024
SUBJECT: Council Consideration for **Four (4) New 2025 1 Ton 4 Wheel Drive Long Wheelbase Crew Cab Pickups**

Recommendation:

Council Consideration for the Acceptance of the bid to Fremont Motors, Riverton, Wyoming in the amount of \$200,776 or \$50,194 each for their bid on **Four (4) New 2025 1 Ton 4 Wheel Drive Long Wheelbase Crew Cab Pickups**.

Bidder	Make/Model	Bid Price	Notes
Fremont Motors, Riverton, Wyoming	4 each – 2025 Chevrolet 3500 long box pickup	\$ 200,776 or \$50,194 each	2 minor exceptions
Ken Garff Motors, Cheyenne, Wyoming	4 each - 2025 Ford F350 Crew Cab Long Bed Pickup	\$220,374 or \$55,093 each	No Exceptions
No Other Bids			

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	\$217,240	\$200,776	\$16,464

Background

These vehicles budgeted in FY25 are replacements for Units 37, 41, 156 and 7. The remaining funds will be used to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Ken Garff Motors, Cheyenne, Wyoming in the amount of \$50,305 for their bid on One (1) New 2025 4 Wheel Drive Police Interceptor Crew Cab Pickup.

BACKGROUND:

This vehicle budgeted in FY25 is a replacement for Unit 150405 in our Police Division. Remaining funds will be required to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budgeted for FY25 is \$68,071. Actual amount is \$50,305. A difference of \$17,766.

SUGGESTED MOTION:

I move for approval to award bid to Ken Garff Motors, Cheyenne, Wyoming in the amount of \$50,305 for their bid on One (1) New 2025 4 Wheel Drive Police Interceptor Crew Cab Pickup.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council

FROM: Sawley Wilde, Public Works Director

DATE: August 7, 2024

SUBJECT: Council Consideration for One (1) New 2025 4 Wheel Drive Police Interceptor Crew Cab Pickup

Recommendation:

Council Consideration for the Acceptance of the bid to Ken Garff Motors, Cheyenne, Wyoming in the amount of \$50,305 for their bid on **One (1) New 2025 4 Wheel Drive Police Interceptor Crew Cab Pickup.**

Bidder	Make/Model	Bid Price	Notes
Ken Garff Motors, Cheyenne, Wy	2025 Ford F150 Police Interceptor Crew Cab Pickup	\$50,305	No Exceptions
Fremont Motors,	2025 Chevrolet Silverado 1500 Police Interceptor Crew Cab Pickup	\$50,505	Minor Exceptions
Greiner Ford, Casper, Wy	2025 Ford F150 Police Interceptor Crew Cab Pickup	\$51,027	No Exceptions

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	\$68,071	\$50,305	\$17,766

Background

This vehicle budgeted in FY25 is a replacement for Unit 150405 in our Police Division. Remaining funds will be required to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$408,532 for their bid on One (1) New 2026 Autocar right hand steer, low entry, cab forward cab & chassis with One (1) New McNeilus automated refuse compactor body.

BACKGROUND:

This vehicle is budgeted in FY25 as a replacement for a unit TBD in our Solid Waste Division. Additional funds will be required to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budgeted for FY25 is \$394,079. Actual amount is \$408,532. A difference of -\$14,453.

SUGGESTED MOTION:

I move for approval to award the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$408,532 for their bid on One (1) New 2026 Autocar right hand steer, low entry, cab forward cab & chassis with One (1) New McNeilus automated refuse compactor body.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
FROM: Sawley Wilde, Public Works Director
DATE: August 7, 2024
SUBJECT: Council Consideration for **ONE (1) NEW 2026 AUTOCAR RIGHT HAND STEER, LOW ENTRY, CAB FORWARD CAB & CHASSIS WITH ONE (1) NEW MCNEILUS AUTOMATED REFUSE COMPACTOR BODY.**

Recommendation:

Council Consideration for the Acceptance of the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$408,532 for their bid on **ONE (1) NEW 2026 AUTOCAR RIGHT HAND STEER, LOW ENTRY, CAB FORWARD CAB & CHASSIS WITH ONE (1) NEW MCNEILUS AUTOMATED REFUSE COMPACTOR BODY.**

Bidder	Make/Model	Bid Price	Notes
Floyd's Truck Center, Gillette, Wy	2026 Autocar with McNeilus Automated Side Load Refuse Compactor Body	\$408,532	Model Year Exceptions
No Other Bids			

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	\$394,079	\$408,532	-\$14,453

Background

This vehicle is budgeted in FY25 as a replacement for a unit TBD in our Solid Waste Division. Additional funds will be required to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Griener Ford, Casper, Wyoming in the amount of \$272,424 or \$45,404 each for their bid on Six (6) New 2025 Utility Police Interceptor AWD SUV.

BACKGROUND:

These vehicles are budgeted in FY23 and are replacements for Units 433, 439, 460, 462, 170404 and 170431 in our Police Division. Remaining funding will be used for necessary police equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budgeted in FY23 for \$408,426. Actual amount is \$272,424. There is a difference of \$136,002.

SUGGESTED MOTION:

I move for approval to award the bid to Griener Ford, Casper, Wyoming in the amount of \$272,424 or \$45,404 each for their bid on Six (6) New 2025 Utility Police Interceptor AWD SUV.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
FROM: Sawley Wilde, Public Works Director
DATE: August 7, 2024
SUBJECT: Council Consideration for **Six (6) New 2025 Utility Police Interceptor AWD SUV.**

Recommendation:

Council Consideration for the Acceptance of the bid to Griener Ford, Casper, Wyoming in the amount of \$272,424 or \$45,404 each for their bid on **Six (6) New 2025 Utility Police Interceptor AWD SUV.**

Bidder	Make/Model	Bid Price	Notes
Greiner Ford, Casper, Wyoming	6 each - 2025 Ford Explorer Utility Police Interceptor AWD SUV's	\$45,404 each or \$272,424	No Exceptions
Ken Garff Motors, Cheyenne, Wyoming	6 each - 2025 Ford Explorer Utility Police Interceptor AWD SUV's	\$45,776 each or \$274,656	No Exceptions

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	\$408,426	\$272,424	\$136,002

Background

These vehicles are budgeted in FY23 and are replacements for Units 433, 439, 460, 462, 170404 and 170431 in our Police Division. Remaining funding will be used for necessary police equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Tri State Truck and Equipment, Casper, Wyoming in the amount of \$448,164 for their bid on Two (2) 2023 or newer Extended Reach Wheel Loader with less than 20 Hours with Full Warranty.

BACKGROUND:

These units are budgeted in FY25 as replacements for Unit 21 in the Wastewater Division and 96 in our Streets Division. Remaining funds will be used to up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budget in FY25 is \$588,253. Actual amount is \$448,164. Difference of \$140,089.

SUGGESTED MOTION:

I move for approval to award bid to Tri State Truck and Equipment, Casper, Wyoming in the amount of \$448,164 for their bid on Two (2) 2023 or newer Extended Reach Wheel Loader with less than 20 Hours with full warranty.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
 FROM: Sawley Wilde, Public Works Director
 DATE: August 7, 2024
 SUBJECT: Council Consideration for **Two (2) 2023 or newer Extended Reach Wheel Loader with less than 20 Hours with full warranty.**

Recommendation:

Council Consideration for the Acceptance of the bid to Tri State Truck and Equipment, Casper, Wyoming in the amount of \$448,164 for their bid on **Two (2) 2023 or newer Extended Reach Wheel Loader with less than 20 Hours with full warranty.**

Bidder	Make/Model	Bid Price	Notes
Tri State Truck and Equipment, Casper, Wyoming	(2) Volvo L90H2 LB. Long Reach Wheel Loaders	\$448,164 or \$224,082 each	Make and Model Differences
Torgerson Equipment, Gillette, Wyoming	(2) Case 721 Long Reach Wheel Loaders	\$465,000 or \$232,500 each	Minor Exceptions
Wyoming Machinery, Gillette, Wyoming	(2) Caterpillar 938 Long Reach Wheel Loader	\$545,790 or \$272,895 each	Make and Model Differences
RDO John Deere, Gillette, Wyoming	(2) John Deere 624P Long Reach Wheel Loader	\$569,420 or \$284,710 each	Make and Model Differences

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47510	\$588,253	\$448,164	\$140,089



CITY OF GILLETTE

www.gillettewy.gov

Background

These units are budgeted in FY25 as replacements for Unit 21 in the Wastewater Division and 96 in our Streets Division. Remaining funds will be used to up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$307,589 for their bid on One (1) New 2026 Tandem Axle Dump Truck, Body, Hydraulics, Plow, Sander and Required Miscellaneous Equipment.

BACKGROUND:

This vehicle is budgeted in FY25 as a replacement for a unit TBD in our Streets Division. Additional funds will be required up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budgeted in FY25 is \$289,327. Actual amount is \$307,589. Difference of -\$18,262.

SUGGESTED MOTION:

I move for approval to award bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$307,589 for their bid on One (1) NEW 2026 Tandem Axle Dump Truck, Body, Hydraulics, Plow, Sander and Required Miscellaneous Equipment.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
FROM: Sawley Wilde, Public Works Director
DATE: August 7, 2024
SUBJECT: Council Consideration for **One (1) NEW 2026 Tandem Axle Dump Truck, Body, Hydraulics, Plow, Sander and Required Miscellaneous Equipment.**

Recommendation:

Council Consideration for the Acceptance of the bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$307,589 for their bid on **One (1) NEW 2026 Tandem Axle Dump Truck, Body, Hydraulics, Plow, Sander and Required Miscellaneous Equipment.**

Bidder	Make/Model	Bid Price	Notes
Floyd's Truck Center, Gillette, Wyoming	2024 Freightliner 114SD Truck with Warren Dump Body, Sander and Wausau Plow	\$307,589	No Exceptions
No Other Bids			

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	\$289,327	\$307,589	-\$18,262

Background

This vehicle is budgeted in FY25 as a replacement for a unit TBD in our Streets Division. Additional funds will be required up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the bid to Bobcat of Gillette, Wyoming in the amount of \$28,337.19 for their bid on One (1) New Diesel 4x4 Enclosed Cab Utility Vehicle.

BACKGROUND:

This vehicle is budgeted in FY25 as a replacement for Unit 150109 in our Wastewater Division. Remaining funds will be used to upfit the vehicle with necessary equipment, appropriate lighting, City of Gillette signage, etc.

ACTUAL COST VS. BUDGET:

Amount budgeted for FY25 is \$30,000. Actual amount is \$28,337.19, a difference of \$1,662.81.

SUGGESTED MOTION:

I move for approval to award the bid to Bobcat of Gillette, Wyoming in the amount of \$28,337.19 for their bid on One (1) New Diesel 4x4 Enclosed Cab Utility Vehicle.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

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CITY OF GILLETTE

www.gillettewy.gov

TO: Mayor and City Council
FROM: Sawley Wilde, Public Works Director
DATE: August 7, 2024
SUBJECT: Council Consideration for **One (1) New Diesel 4x4 Enclosed Cab Utility Vehicle.**

Recommendation:

Council Consideration for the Acceptance of the bid to Bobcat of Gillette, Wyoming in the amount of \$28,337.19 for their bid on **One (1) New Diesel 4x4 Enclosed Cab Utility Vehicle.**

Bidder	Make/Model	Bid Price	Notes
Bobcat of Gillette, Gillette, Wyoming	Bobcat UV34 Diesel Utility Vehicle	\$28,337.19	No Exceptions
No Other Bids			

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47510	\$30,000	\$28,337.19	\$1,662.81

Background

This vehicle is budgeted in FY25 as a replacement for Unit 150109 in our Wastewater Division. Remaining funds will be used to upfit the vehicle with necessary equipment, appropriate lighting, City of Gillette signage, etc.

JW/jw



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Quote Award for the Abatement of 5 Garden Circle, to Silver Nail Construction, in the Amount of \$6,240.00.

BACKGROUND:

Based on an inspection from the public way of the Subject Property on May 16, 2024, the Building Official determined that the building located on Subject Property is a Dangerous Building according to the terms of Sections 302, (5), (6), (12) and (18). During the inspection from the public way of the Subject Property the following conditions were observed:

1. The building on the Subject Property is so dilapidated and deteriorated that portions or members or appurtenances thereof are likely to fail, or to become detached or dislodged or to collapse and thereby injure persons or damage property. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(5) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

2. The building on the Subject Property is so dilapidated and deteriorated that the members, appurtenances or ornamentations on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stress permitted in the Building Code for such Building Code for such buildings. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(6) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

3. The building on the Subject Property is so dilapidated and deteriorated it has become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral persons; or as to (iii) enable persons to resort to using the building for purposes of committing unlawful or immoral acts. The building has a broken or missing window that is not secured against entry. The building appears to have had these issues for a substantial period of time. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (12) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

4. The building on the Subject Property has been abandoned for a period of six months as to constitute such building or portion thereof an attractive nuisance or hazard to the public. Therefore,

the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(18) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

5. Because of the conditions identified above, the building on the Subject Property is in such a condition as to constitute a public nuisance.

WHY NEEDED:

Based on the foregoing, the Building Official has determined the following actions are necessary:

1. Written consent for Right of Entry is requested, for inspection of unsafe, dangerous, or hazardous conditions.
2. The building located on the Subject Property is required to be abated, the building located on the Subject Property must be secured and maintained against entry.

The dilapidated, deteriorated, and unsecure members shall be repaired, replaced and secured.

HOW WILL IT BE COMPLETED:

The Contractor shall board up, from the exterior, all broken or missing windows and doors. The Contractor shall secure, with the use of wood from the exterior all dilapidated, deteriorated unsecured members of the structure. The contractor shall remove all debris, that is on or touching the structure.

SCHEDULE:

Work to be completed by September 30, 2024.

ACTUAL COST VS. BUDGET:

Quotes were received at 2:00 p.m. on Wednesday, July 31, 2024, for the above referenced project. One contractor submitted regular and responsive bids as shown below:

Contractor	Base Bid
Silver Nail Construction	\$ 6,240.00

This construction project is fully funded from the Designated Demolition Account. FY25 budget allocated \$50,000.00 for completing abatements on structures that are deemed unsafe.

SUGGESTED MOTION:

I move for Approval of a Quote Award for the Abatement of 5 Garden Circle, to Silver Nail Construction, in the Amount of \$6,240.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> 5 Garden Exhibit A
<input type="checkbox"/> 5 Garden Quote form
<input type="checkbox"/> 5 Garden Circle map

STATE OF WYOMING

CITY OF GILLETTE

COUNTY OF CAMPBELL

BUILDING INSPECTION DIVISION

IN THE MATTER OF THE REPAIR OR ABATEMENT OF
THE BUILDING LOCATED AT:
5 GARDEN CIRCLE
CITY OF GILLETTE, WYOMING

NOTICE AND ORDER OF VACATION AND REPAIR OR ABATEMENT

TO: Randy Maltaverne
7039 W 56th Street Apt 3
Sioux Falls, SD 57106

TAKE NOTICE that David Strickland, Chief Building Official for the City of Gillette, Wyoming (“Building Official”) has determined that the building upon your property at **5 Garden Circle**, legally described as Lot 3, Block 9, Foothills Subdivision Phase IIIA, Gillette, Wyoming (“Subject Property”) is a **DANGEROUS BUILDING** according to the 1997 Uniform Code for the Abatement of Dangerous Buildings as adopted by Section 5-I-10 (A) of the Gillette City Code, according to the following Statements and Conditions and has made the following ORDER based thereon.

STATEMENT OF CONDITIONS

Based on an inspection from the public way of the Subject Property on May 16, 2024, the Building Official determined that the building located on Subject Property is a Dangerous Building according to the terms of Sections 302, (5), (6), (12) and (18). During the inspection from the public way of the Subject Property the following conditions were observed:

1. The building on the Subject Property is so dilapidated and deteriorated that portions or members or appurtenances thereof are likely to fail, or to become detached or dislodged or to collapse and thereby injure persons or damage property. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(5) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

2. The building on the Subject Property is so dilapidated and deteriorated that the members, appurtenances or ornamentations on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stress permitted in the Building Code for such buildings. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(6) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

3. The building on the Subject Property is so dilapidated and deteriorated it has become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral persons; or as to(iii) enable persons to resort to using the building for purposes of committing unlawful or immoral acts. The building has a broken or missing window that is not secured against entry. The building appears to have had these issues for a substantial period of time. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (12) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

4. The building on the Subject Property has been abandoned for a period of six months as to constitute such building or portion thereof an attractive nuisance or hazard to the public. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302(18) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

5. Because of the conditions identified above, the building on the Subject Property is in such a condition as to constitute a public nuisance.

STATEMENT OF REQUIRED ACTIONS

Based on the foregoing, the Building Official has determined the following actions are necessary:

1. Written consent for Right of Entry is requested, for inspection of unsafe, dangerous, or hazardous conditions.
2. The building located on the Subject Property is required to be abated, the building located on the Subject Property must be secured and maintained against entry.
3. The dilapidated, deteriorated, and unsecure members shall be repaired, replaced and secured.

IT IS THEREFORE ORDERED THAT:

1. No later than thirty (30) days from the date of this Notice and Order, all work required to secure and maintain the building located on the Subject Property against entry must be completed. This work may include, but is not limited to, covering the window with OSB or Plywood.
2. No later than thirty (30) days from the date of this Notice and Order, contact with the Chief Building Official must be made to schedule an inspection of the Subject Property. See the contact information at the bottom of this Notice and Order.

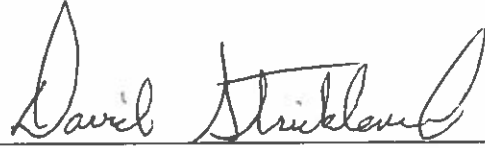
FAILURE TO COMMENCE ADVISAL

If any repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

APPEAL ADVISAL

Any person having recorded title or legal interest in the building may appeal to this Notice and Order or any action of the Building Official to the Board of Examiners. Appeals must be in writing and filed with the Building Official within thirty (30) days from the date of service of this Notice and Order, in accordance with the 1997 Uniform Code for the Abatement of Dangerous Buildings. Failure to appeal constitutes a waiver of all rights to an administrative hearing and determination of the matter.

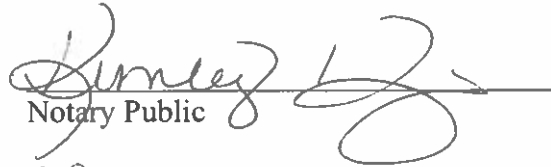
DATED this 17 day of May 2024.



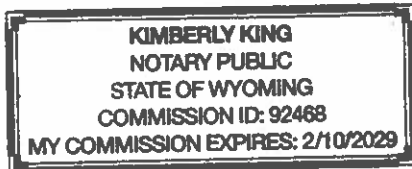
David Strickland, Chief Building Official
City of Gillette
201 E. Fifth Street
Gillette, Wyoming 82716
(307) 686-5260

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On this 17 day of May 2024, the above and foregoing Notice and Order of Vacation and Repair or Abatement was subscribed to and acknowledged before me by David Strickland, in his official capacity as the Chief Building Officer for the City of Gillette, Wyoming, who first being duly sworn by me upon his oath, says that the statements contained herein are true and correct to the best of his knowledge and belief.


Notary Public

My Commission Expires: February 10, 2029



QUOTE FORM

Proposal of Silver Nail Construction, LLC, (hereafter called CONTRACTOR"), organized and existing under the laws of the State of Wyoming doing business as Silver Nail Construction, LLC CONTRACTOR hereby proposes to furnish all materials and labor for:

Abatement of a single-family residential structure, by boarding up all missing or broken windows and doors from the exterior, secure all loose exterior elements of structure and all debris removed from structure. The property is located at 5 Garden Circle, Lot 3, Block 9, Foothills Subdivision Phase IIIA, City of Gillette, Wyoming.

This work will conform to the latest edition of the City of Gillette Construction Specifications and all current City Codes.

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

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **15** calendar days after the Notice to Proceed is issued.

CONTRACTOR further agrees to pay as liquidated damages, the sum of **\$150.00** for each consecutive calendar day that expires after the specified completion date until the work is completed. Work to be completed not later than **September 30, 2024**.

CONTRACTOR agrees to perform all the work described in the QUOTE for the following

sum: \$ 6,240.00. The quantities are estimated and may increase or decrease. In case of changes in quantities, unit prices govern.

5% preferential treatment shall be given to all Bids submitted Wyoming Bidders.

Quote Due Date:

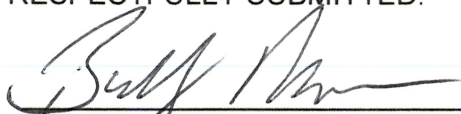
2:00 PM, July 31, 2024.

City of Gillette
 Purchasing Division
 800 N Burma
 Gillette, WY 82718
 Fax: 682-7942

Bid Tabulation:

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Board up all broken or missing windows and doors, clean up debris on or against structure. Building Located at 407 Oregon Ave <i>5 Garden Circle JS</i>	LS	1	\$6240.00	\$6240.00
TOTAL OF BID					\$6240.00

RESPECTFULLY SUBMITTED:



 Contractor's Signature
 Owner/Operator

 Title
307.299.8999

 Phone Number
1858

 Contractor's License

 P.O. Box 1031

 Address
Gillette, WY 82718

 City
7.25.24

 Date

(Seal-If Quote is by Corporation)

ATTEST: _____

5 Garden Cirle



5 Garden Cirle

Flower Cir

Garden Cir

Greenway Dr

City of Gillette, Campbell

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August 07, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution Creating a City of Gillette Roadside Memorial Program.

BACKGROUND:

This program will allow families to apply for a memorial sign for individuals who have been lost in a traffic crash on a City of Gillette roadway.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Resolution creating a City of Gillette Roadside Memorial Program.

STAFF REFERENCE:

IMAGE - Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download

[Resolution](#)

[Application](#)

RESOLUTION NO. _____

A RESOLUTION CREATING A CITY OF GILLETTE ROADSIDE MEMORIAL PROGRAM

WHEREAS, the City of Gillette wishes to create a program to assist individuals who would like to honor & remember a family member who was lost to a crash on a City of Gillette roadway.

WHEREAS, this program is a compromise between meeting the emotional needs of those who have lost family members in crashes and the City's responsibility to maintain a safe City road system.

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

Resolution No. _____ is created to establish a Roadside Memorial Program for the City of Gillette with the following Program criteria:

1. A memorial sign can be erected in memory of any person killed in a crash on a City of Gillette road.
2. The request for the memorial sign must be made by a member of the victim's immediate family and submitted on an application provided by the City Engineering Division.
3. Once an application is made and approved by the City Engineering Division, the City of Gillette will install the sign as soon as practical and at no charge.
4. The signs will be as close as possible at the site where the fatality occurred, signs will not be installed in medians or drainage ditches.
5. Signs will be maintained by the City for 5 years.
6. After 5 years, families have the option of having the sign removed and given to them, leaving the sign up without maintenance or having a new sign installed for a \$50 to cover the costs of fabrication and installation.
7. Original signs left up beyond 5 years will be removed by the City when it becomes necessary due to deterioration. At that time the family will be given the one-time option of having a new sign installed for the \$50 fee.
8. Family members who requested the sign be installed can ask to have it removed and turned over to them at any time.

This resolution shall be effective upon passage by the Governing Body.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

Shay Lundvall, Mayor

(SEAL)

ATTEST:

Alicia Allen, City Clerk

City of Gillette

Roadside Memorial Program



Program Criteria

- A memorial sign can be erected in memory of any person killed in a crash on a City of Gillette road.
- The request for the memorial sign must be made by a member of the victim's immediate family and submitted on this form and approved by the City Engineering Division
- Once an application is made and approved the City of Gillette will install the sign as soon as practical and at no charge.
- The signs will be as close as possible at the site where the fatality occurred, signs will not be installed in medians or drainage ditches.
- Signs will be maintained by the City for 5 years.
- After 5 years, families have the option of having the sign removed and given to them, leaving the sign up without maintenance or having a new sign installed for a \$50 to cover the costs of fabrication and installation.
- Original signs left up beyond 5 years will be removed by the City when it becomes necessary due to deterioration. At that time the family will be given the one-time option of having a new sign installed for the \$50 fee.
- Family members who requested the sign be installed can ask to have it removed and turned over to them at any time.
- **Return form to the Mayor's Office at 201 East 5th Street, Gillette, WY 82716**

City of Gillette Roadside Memorial Sign Application		Date Memorial Requested	
Name of Person Applying for Sign		Relationship to Victim	
Address			
City	State	Zip Code	Daytime Phone Number
Date of fatal crash	Location of Crash		
Victim's name(s)		Name of driver	
Signature of Applicant		Approved by / Date	



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

www.gillettewy.gov

DATE: 8/20/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution Adopting the 2024 Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan, and Weston Counties.

BACKGROUND:

Periodically, the Federal Emergency Management Agency makes available certain grants through its Hazard Mitigation Grant Program, including Flood Mitigation Assistance, Building Resilient Infrastructure and Communities, and others.

In order to qualify for these opportunities, the governing bodies of the relevant region (here, Wyoming Region 1) must approve and adopt a Hazard Mitigation Plan. This resolution accomplishes this task.

The City adopted a substantially similar plan and passed a substantially identical resolution in 2019.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Resolution Adopting the 2024 Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan, and Weston Counties.

STAFF REFERENCE:

Sean Brown, City Attorney.

ATTACHMENTS:

Click to download

[Resolution](#)

RESOLUTION NO. _____
RESOLUTION ADOPTING THE 2024 WYOMING REGION 1 REGIONAL HAZARD MITIGATION PLAN FOR CAMPBELL, CROOK, JOHNSON, SHERIDAN, AND WESTON COUNTIES

RECITALS

- A.** The City of Gillette, Wyoming (“City”) recognizes the threat that natural hazards pose to people and property within our community.
- B.** Undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences.
- C.** The U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards.
- D.** The Disaster Mitigation Act made available hazard mitigation grants to state and local governments.
- E.** An adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs.
- F.** The City fully participated in the FEMA-prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan.
- G.** The Wyoming Office of Homeland Security and the Federal Emergency Management Agency Region VIII officials have reviewed the “Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan and Weston Counties” and approved it contingent upon this official adoption of the participating governing body.
- H.** The City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the “Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan and Weston Counties.”
- I.** Adoption by the governing body for the City demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.
- J.** Adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, IT IS HEREBY RESOLVED THAT the City adopts the “Wyoming Region 1 Regional Hazard Mitigation Plan for Campbell, Crook, Johnson, Sheridan and Weston Counties.”

ADOPTED AND APPROVED by a majority vote of the City Council of Gillette on **August 20, 2024**.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk