CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, September 2, 2025
6:00 PM

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. **Invocation and Pledge of Allegiance**

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. **Regular Meeting Minutes - August 19, 2025**
   Executive Session Meeting Minutes - August 19, 2025

2. **<u>ORDINANCE 3RD READING</u>**
   Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)

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

3. **<u>ORDINANCE 3RD READING</u>**
   Council Consideration of an Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

   Staff Reference: Joff Pilon, Director of Utilities; Sean Brown, City Attorney.

4. **Bills and Claims**

   Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. **A Proclamation Designating September 2025 as *Childhood Cancer Awareness Month.***
   ~ Jason's Friends Foundation

   Staff Reference: Michael H. Cole, City Administrator

2. **A Proclamation Designating September 2025 as *Hunger Action Month*.**
   ~ Jenny Nell, Salvation Army Executive Director

   Staff Reference: Michael H. Cole, City Administrator

3. **A Proclamation Designating September 2025 as *Suicide Prevention Month.***
   ~ Teddric Walker, Campbell County Prevention Specialist

   Staff Reference: Michael H. Cole, City Administrator

4. **Things to Know Video for September, 2025**

   Staff Reference: VIDEO - Jennifer Toscana, Public Affairs Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **Council Consideration of a Special Event Permit including a Street Closure on Gillette Avenue between 5th and 6th Street for a 9/11 run/walk and outdoor service from 7:00 a.m. until 11:30 a.m., on September 7, 2025, Requested by First Baptist Church.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

2. **Council Consideration of a Special Event Permit, including a Street Closure on 3rd Street Plaza, an Open Container Permit and Live Music, for a Mexican Independence Day Celebration on September 13, 2025 from 4:00 PM to 10:00 PM, requested by Cinco De Mayo Restaurant.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

3. **Council Consideration of a Request from the Boys & Girls Club of Campbell County for the City to Donate Materials to Replace Existing Playground Surfacing with Engineered Wood Fiber Material.**

   Staff Reference: Michael H. Cole, City Administrator

4. **Council Consideration of a Professional Services Agreement for Professional Engineering**

Evaluation Services Associated with the Gurley Overpass Project, to HDR Engineering, Inc., in the Amount of $56,270.27 (1% Project).

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

5. **Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Foothills Boulevard Reconstruction Project, with Morrison-Maierle, in the Amount of $415,800.00 (1% Project).**

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

6. **Council Consideration of a Professional Services Agreement for Engineering Services Associated with the Antelope Valley Subdivision Street Maintenance Project, with KLJ Engineering LLC, in the Amount of $64,700.00 (1% Project).**

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

7. **Council Consideration of a Contract Amendment to a Professional Services Agreement with Morrison Maierle, Inc., for Additional Construction Management Services Related to the Gillette Regional Water Supply Project: Priority 5 in the Amount of $30,000.00.**

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

8. **Council Consideration of a Resolution Authorizing the Submission of an Application to the Office of State Lands and Investments to request additional loan funds in the amount of $2,500,000 through the Drinking Water State Revolving Fund on Behalf of the Governing Body of the City of Gillette, Wyoming, for the Purpose of the 30" Madison Water Transmission Main Pipeline Repair Project.**

   Staff Reference: Michelle Henderson, Finance Director

9. **Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the 30-inch Madison Transmission Repairs Project, with HDR Engineering Inc., in the Amount of $535,640.00.**

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

10. **Council Consideration of Work Authorization 2 to Enter into an Agreement for a Guaranteed Maximum Price (GMP) for the 30-inch Madison Transmission Repairs Project, to Garney Construction, in the Amount of $8,632,908.47.**

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

11. **Council Consideration of a Bid Award for the City Hall Customer Service Renovation Project to Hladky Construction, Inc. in the amount of $163,488.00.**

    Staff Reference: Sawley Wilde, Public Works Director

12. **Council Consideration of a Bid Award for the Energy Capital Sport Complex Softball Field Bleacher Shelter Project to S & S Builders, LLC in the Amount of $297,189.00.**

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

13. **Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

14. **Council Consideration of a Resolution Approving and Authorizing the Final Plat of the Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0/1 Abstention)**

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

15. **Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)**

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

16. **<u>ORDINANCE 1ST READING</u>**
    Council Consideration of an Ordinance Approving and Authorizing the Vacation of a 70-foot-wide Stormwater Detention Easement on Lot 1B, of Prestige Park Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

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

J. PUBLIC HEARINGS AND CONSIDERATIONS

1. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Portion Of The Southeast Quarter of Section 27, Township 50 North, Range 72 West, and a Portion of the Southwest Quarter of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive And 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District, per the Attached Exhibit. (Planning Commission Vote: 5/0)**

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

2. **<u>ORDINANCE 1ST READING</u>**
    Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion Of The Southeast Quarter of Section 27, Township 50 North, Range 72 West, and a Portion of the Southwest Quarter of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive And 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District

and R-2, Two-Family Residential District, to C-O, Office and Institution District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

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

K. 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.

1. Council Meeting Safety & Public Meeting Rules.

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Invocation and Pledge of Allegiance

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Regular Meeting Minutes - August 19, 2025
Executive Session Meeting Minutes - August 19, 2025

ATTACHMENTS:
Regular Meeting Minutes 08/19/2025

A Regular Meeting of the City Council was held on Tuesday the 19th day of August 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors 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 Reverend Philip Jones of Roadway Alliance Church.

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Regular Meeting Minutes - August 4, 2025
Executive Session Meeting Minutes - August 4, 2025

Ordinance 3rd Reading

ORDINANCE NO. 4068
COUNCIL CONSIDERATION OF AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3961 AND ASSOCIATED AMENDED PUD FINAL PLAT, THE VILLAS AT LEGACY RIDGE TO BE KNOWN AS RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D.; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 4/0)

Ordinance 2nd Reading

ORDINANCE NO. 26-04
AN ORDINANCE APPROVING AND AUTHORIZING THE PARTIAL VACATION OF A 20-FOOT-WIDE GENERAL UTILITY & WATER LINE EASEMENT RECORDED IN BOOK 11 OF PLATS, PAGE 241, BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 6/0)

ORDINANCE NO. 26-05
AN ORDINANCE TO AMEND THE ELECTRICAL LINE EXTENSION POLICY FOR THE CITY OF GILLETTE AND TO AMEND CHAPTER 17, 17-5 OF THE GILLETTE CITY CODE TO INCLUDE REFERENCE TO THE AMENDED ELECTRICAL LINE EXTENSION POLICY

Bills and Claims

307 Realty Team LLC, 85.78; Absolute Auto, LLC, 265.22; Admiral Beverage Corp, 288.00; Advanced Pump & Equipment, Inc, 8,110.37; Agosto Holdings, LLC, 3,527.48; Air Tech Inc, 137.00; Alsco, 983.52; American Welding & Gas Inc, 39.86; Ames, Nathan, 147.46; Anixter Power Solutions, 4,440.72; Antelope Valley Improvement & Service District, 388.73; Arete Design Group, 1,466.80; Atlas Office Products, 3,688.53; Bailey, Rayce, 140.14; Barker, Elizabeth, 151.55; Begg Borough Steel, LLC, 2,279.95; Bennett Weber & Hermstad LLP, 8,750.00; Best Best & Krieger LLP, 9,151.50; Big D Sanitation, 250.00; Big Horn Tire Inc, 2,142.98; Bighorn Hydraulics Inc, 114.51; Black Cat Construction LLC, 4,104.40; Black Hills Wyoming LLC, 4,505.36; Blue Cross Blue Shield Of Wyoming, 61,770.85; Blue Cross Blue Shield Of Wyoming, 106,070.98; Blue Cross Blue Shield Of Wyoming, 136,034.17; Bomgaars Supply, 155.70; Border States Electric, 8,603.03; Brenntag Pacific, Inc, 19,022.20; Burns And McDonnell Corporation, 208.50; Callender, Bailee, 107.77; Campbell County Hospital District, 3,515.00; Campbell County Public Land Board Camplex, 199,078.35; Campbell County Treasurer, 17.83; Campbell, Michelle, 0.04; Car-Knack Inc, 110.00; CBH Co-Op, 1,856.93; Central Truck & Diesel Inc, 4,801.67; CenturyLink, 3,014.80; Cheatham, Darlene, 22.06; City Clerk Office, 47,476.28; Clark, Debra, 146.00; Cogburn, Jarad, 376.70; Collins Communications Inc, 32,030.00; Consolidated Engineers Inc, 12,384.50; Cooperative Personnel Services, 1,645.00; Core & Main, 78,885.80; Cortez, Angela, 110.63; Crestview Improvement & Service District, 45.04; Crestview Improvement & Service District, 24.41; Crum Electric Supply Company, 118.73; Cues Inc, 3,060.00; Dads Truck And Auto LLC, 560.00; Dale Helsper, 2,148.00; Damm, Keri, 112.16; Dan Hart Patrol

Service, LLC, 93,485.75; Dan Hart Patrol Service, LLC, 418,899.27; Dayleena Brandenburg, 354.50; Dell Computer Corp, 9,141.55; Delta Dental Of Wyoming, 32,351.70; Dominguez, Brianna, 150.28; Douglas, Wignunka, 168.29; Dowl LLC, 573.75; DRM Inc, 209,116.10; Eby, Dustin, 453.40; Ej Collins, Pe, 16,875.00; Employment Testing Center Of Wyoming, 960.00; Endress & Hauser, 6,724.88; Energy Laboratories Inc, 2,210.20; Farmer Brothers Company, 161.66; Ferguson Enterprises, Inc #1116, 3,040.00; First National Bank Of Gillette, 19,469.05; First Northern Bank Of Wyoming, 11,006.11; First State Bank, Division Of Glacier Bank, 4,920.30; First State Bank, Division Of Glacier Bank, 22,047.33; Flagshooter LLC, 897.62; Forero, Sirley, 81.42; Franco, Jacqueda, 553.87; Frandson Safety Inc, 105.00; Gallagher Benefit Services, Inc, 157.50; Gallagher Benefit Services, Inc, 9,125.00; Ge Vernova Electrification Software LLC, 39,023.79; Gillette Contractors Supply Inc, 13,752.40; Grammer, Kayla, 92.96; Graumann, Curtis, 165.02; Greg's Welding Corporation, 2,097.37; Greiner Motor Company, 1,726.63; Gross, Sammye Jo, 61.30; Hawkins Inc, 9,976.44; HD Supply Inc, 304.58; HDR Engineering Inc, 65,193.79; HealthEquity, Inc., 1,080.88; HealthEquity, Inc., 3,585.51; HealthEquity, Inc., 449.82; HealthEquity, Inc., 250.25; Heinrich, Ginny, 105.36; Heritage Bank, 27,178.90; High Glass Window Cleaners Inc, 2,330.00; Hillcrest Spring Water Inc, 162.50; Hladky Construction, 333,890.61; Homax Oil, 612.00; Hot Iron, 565,972.61; Hub International Mountain States Limited, 100.00; Hughes Fire Equipment, Inc., 1,398.10; Idexx Distribution Inc, 1,235.45; Ieronimo, Michael, 78.09; Inland Potable Services, Inc, 9,450.00; Interstate Engineering, Inc, 5,539.10; It Outlet Inc, 31,367.00; Jack's Truck Center Inc, 397.82; Jack's Truck Center Inc, 345.08; Jenner Equipment Co, 453.15; Joe Johnson Equipment, LLC, 327.74; Jose Guerrero, 5,690.00; Karen's Delivery Service, 173.00; Kaseya Us LLC, 7,687.88; Katie J Golinvaux, 1,150.00; Kennedy, Carly, 113.08; King, Laila, 110.45; KLJ Engineering LLC, 35,972.75; Kone Inc, 1,850.98; KSLA Corp, 3,750.00; Labes, Randy, 0.44; Lopez, Francis, 94.89; Madewell, Braedon, 96.35; Manpower Us Inc, 361.28; Martell, Katelyn, 124.40; Martin, Lillian & Adain, 125.44; Massie, Arielle, 143.07; MCM General Contractors, 101,618.48; Mid West Pest Management, 6,727.75; Midland Implement Co Inc, 226.04; Morrison Maierle Inc, 56,432.79; Municipal Treatment Equipment, 2,278.96; Nathan G Steiner, 5,137.90; Nevarez Hernandez, Lauro, 24.06; Newman Signs Inc, 134.20; Newman Signs Inc, 814.32; News Record, 8,953.15; Norco Inc, 2,614.24; Online Information Services Inc, 323.04; Optum Health Financial Services, 363.55; Ortiz, Carlos, 25.32; Paintbrush Sewer & Drain, 137.50; Paintbrush Sewer & Drain, 2,812.50; Partsone LLC, 2,228.20; PCA Engineering Inc, 52,930.63; Pete Lien & Sons Inc, 3,393.00; Planet Home Lending, LLC, 200.00; Postal Pros Southwest Inc, 4,422.59; Powder River Construction, 163,590.59; Powder River Energy Corporation, 2,219.11; Powder River Heating & Conditioning Corporation, 2,831.09; Prime Rib Restaurant, 4,737.00; Pro Force Law Enforcement, 400.90; Prospect Construction Inc., 516,399.10; Purvis Industries, LLC, 1,713.27; Railroad Management Co LLC, 794.62; Razor City Locksmith LLC, 2,520.00; RDO Equipment Co, 609.71; Rederth, Tawny, 7.66; Redfield, Trey, 132.40; Remington Village Icg, LLC, 170.18; RL Construction, 58.88; RL Construction, 131.40; RL Construction, 114.83; Rms Instrument & Electrical, LLC, 11,234.27; Rodriguez Barrera, Gelmer, 160.14; Ron Turley Associates Inc, 26,043.00; RVE, Inc, 15,408.67; Ryan Schrock, 317.00; Safety-Kleen Systems Inc, 193.07; Schmitz, Tim, 132.26; Schoeberl, Alexis, 101.18; Security State Bank, 29,788.03; Self, Tracy, 92.15; Sheridan County Sheriff's Office, 400.00; Sherwin Williams, 5,286.84; Shi International Corp, 32,996.66; Shops On 5th, LLC, 358.48; Siebert, Salicia, 129.45; Simon Contractors, 567,350.10; Simpson's Printing, 114.00; Sir Speedy, 466.19; Smarsh Inc., 29.56; Smith, Gage, 174.43; Snider, Sara, 29.14; Southern Computer Warehouse, 20,175.36; Spencer Fluid Power, 199.15; State Of Wyoming Office Of The Attorney General, 35.00; Stitch LLC, 60.00; Strand, Myron, 9.96; Stuart C. Irby Co, 15,198.60; Syn-Tech Systems, Inc, 2,995.00; Tami Waldner, 264.00; Team Laboratory Chemical, LLC, 190.00; That Embroidery Place, 18.00; Thunder Basin Ford LLC, 941.94; TMMI, LLC, 4,176.00; Tn Management LLC, 114.23; Tollefson, Austin, 88.89; Traffic & Parking Control Company, 958.00; Two M Company Inc, 723.66; United Central Industrial Supply Co, 220.26; Van Ewing Construction, 223,320.62; Van Winter, James, 155.10; Verizon Wireless, 1,840.95; Via680, LLC, 7,660.62; Villegas Escalante, Cecelia, 121.38; Visionary Communications, 1,092.96; Waste Connections Of Wyoming, 1,275.88; Wesco Receivables Corp, 67,448.43; Wesley Johnson, 1,450.00; Western Stationers, 230.12; Western Waste Solutions Inc, 6,427.00; Wrenn, Nathan, 113.12; Wyodak Resources Development Corp, 45,396.56; Wyoming Association Municipalities, 125.00; Wyoming Dept Of Transportation, 393.52; Wyoming Machinery Co, 838.47; Wyoming State Revenue And Tax, 135,670.72; Wyoming Water Solutions, 28.00; Xerox Corporation, 5,909.44; Yonkee, Beau, 1.70

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

Comments

Council

Councilmember Gross attended a listening session by the Wyoming Business Alliance that shared a positive outlook of Campbell County. Gross added that she and Mayor Lundvall were in attendance of the Cam-Plex 40-year Celebration, stating that it was a great event.

Councilmember McLeland expressed gratitude for the National Night Out community event.

Liaison Report
Councilmember McLeland stated that the Fire Board met and discussed current firefighting efforts and purchases of new fire trucks.

Proclamations / Presentations
Susan Glanzer, Family Resource Center Manager at the Y.E.S. House, expressed the importance of childcare providers. Glanzer invited council members and the public to their childcare appreciation event on Saturday 23, 2025 from 11:00 p.m. - 2:00 p.m. Mayor Lundvall then proclaimed August 23rd, 2025, as *Guiding Stars: Childcare Appreciation Day.*

Attorney Brown presented the Energy Capital Sports Complex field use history and as well as the current Field Use Policy that is in place. Brown reviewed the conflicts the policy currently presents and introduced alternative options to the policy. Director Wilde and Terry Sjolin, ECSC Scheduler, explained how they schedule the use of the fields. Councilmember Clary questioned if the school district currently helps fund the maintenance of the fields, in which they responded they do not, but it will be discussed with them in the future.

Public Hearings and Considerations
Mayor Lundvall opened a Public Hearing to consider the Issuance of a New Restaurant Liquor License to Prairie Jewelry, LLC, d.b.a. 1892 Wine & Tapas Bar, located at 206 S Gillette Ave. Tara Rodridguez, owner of 1892 Wine & Tapas Bar, presented some information on the business including her desire for the liquor license which will enable her to provide beer, wine, and cocktails pairings with the restaurant's unique dishes. Shannon Barabas voiced her favor for the business. Hearing no further comment, Mayor Lundvall closed the Public Hearing.

Councilmember Gross made a motion to approve a New Restaurant Liquor License to Prairie Jewelry, LLC, d.b.a. 1892 Wine & Tapas Bar, located at 206 S Gillette Ave.; seconded by councilmember Smith. Mayor Lundvall thanked the owner for the great addition to downtown. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to consider Amendments to the Gillette City Budget for FY2025-2026. Hearing no comments, Mayor Lundvall closed the Public Hearing.

RESOLUTION NO. 2915
A RESOLUTION TO APPROVE AMENDMENTS TO THE GILLETTE CITY BUDGET FOR FY2025-2026.

Councilmember West made a motion to approve the foregoing Resolution; seconded by Council President Carsrud. Director Henderson explained this amendment is to add five items which includes Pump Station 1, Madison 30" repair project, and roof repair due to hail damage. All voted aye. The motion carried.

New Business
Minute Action
Councilmember Gross made a motion to approve a Special Event including a Street Closure on Wenger Drive for the Annual Marine Corps League 5k, from 4:00 p.m. to 8:00 p.m., on September 11, 2025, Requested by Joseph Bolton; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to approve a Special Event Permit including a Street Closure and P.A. system, on 1st Street from Osborne Ave. to Emerson Ave. on August 29, 2025, from 4:00 PM to 8:00 PM for a Car Show, requested by Under Pressure Wash & Water; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve an updated Operation Plan for Olas Tulum Seafood Bar & Grill LP, to amend the hours of operation to 8:00 AM to 12:00 AM Sunday through Thursday, and 8:00 AM to 2:00 AM Friday through Saturday. Attorney Brown reviewed the submitted Operations Plan and the allegations for serving alcohol after food operations had ceased as well as allegations of minors consuming alcohol. Hearing no second motion, the motion failed.

Councilmember West made a motion for the Acceptance of Public Improvements for the Cam-Plex Lift Station Capacity Upgrade Constructed by DRM, Inc., in the Amount of $3,437,975.18 (1%

Project); seconded by councilmember Carsrud. Director Muzzarelli explained that the upgrade included increasing the capacity of the Cam-Plex Lift Station and adding a gravity-fed line to the Fox Park Lift Station. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of Public Improvements for the Hidden Valley Playground Renovations Project, Installed by Powder River Construction, Inc., in the Amount of $671,867.10 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Council President Carsrud made a motion for the Acceptance of Development Improvements for 3000 Powder Basin Avenue, installed by Melgaard Construction, on behalf of the Developer, NicGen Enterprises, LLC; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the Pump Station #1 Upgrades Project to S & S Builders, LLC in the Amount of $4,954,720.00; seconded by councilmember West. Administrator Cole provided an update on Pump Station 1, the water treatment facility for all wells within the city. Cole noted a significant change in the primary disinfection method. As of 2019, the plant utilized chlorine gas; however, the current process employs a high-strength bleach solution. Additionally, Cole reviewed the submitted bids and the plans to cover the projected amount. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Councilmember Gross made a motion to approve a Bid Award in the amount of $1,925,500.00 to Van Ewing Construction Inc. for the Gillette City Hall Space Needs Renovation Project; seconded by Council President Carsrud. Administrator Cole explained the operation issues in certain areas of the building and reviewed each floor's proposed design plans. All voted aye. The motion carried.

Councilmember McLeland made a motion to approve a Contract Amendment to a Professional Services Agreement with Steiner Thuesen, PLLC for Contract Administration and Construction Management Services Associated with the Shoshone Avenue Beautification Phase 1 Project, in the Amount of $58,617.00 (1% Project); seconded by councilmember Smith. All voted aye. The motion carried.

Councilmember West 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 Clary. Administrator Cole provided further details of the contract. All voted aye. The motion carried.

RESOLUTION NO. 2916
A RESOLUTION AUTHORIZING CITY STAFF TO SUBMIT A GRANT REQUEST ON BEHALF OF THE CITY OF GILLETTE TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR REPLACING THE ZONE 4 RESERVOIR 1 (Z4R1) WATER STORAGE TANK.

Councilmember West made a motion to approve the foregoing Resolution; seconded by Council President Carsrud. Administrator Cole explained that the grant will either replace the current water tank or build a second one to accommodate future growth. All voted aye. The motion carried.

Public Comment

Katherine Poynter voiced concern for transparency stating that the budget amendments should have been discussed openly at the council meeting before the council voted on the changes.

Wyoming State Senator Troy McKeown shared discontent regarding the allegation that the city council signed a non-disclosure agreement (NDA) related to nuclear energy. His primary concern is that he believes this action is illegal, secretive, and lacks transparency. McKeown added that public officials should not be making decisions behind closed doors, particularly when those decisions could have significant implications for the community.

Bill Fortner expressed that if an NDA was signed, the council members may have violated their oath of office and suggested that such secrecy could be an invasion of constitutional rights.

Administrator's Report

Administrator Cole told the public to be mindful and safe behind the wheel with school in session again.

Executive Session

Councilmember Gross made a motion to enter Executive Session for the purpose of Legal Advice Pursuant to W.S. 16-4-405(a)(ix); seconded by councilmember West. All voted aye. The motion carried.

Adjournment:
There being no further business to come before the Council, the meeting was adjourned at 7:56 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, September 2, 2025, in the City Hall Council Chambers.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: August 26, 2025

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

ORDINANCE 3RD READING
Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

C&J Real Estate LLC, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0
ORDINANCE 2ND READING VOTE: 7/0

The applicant is requesting the vacation of the western 15 feet of an existing 20-foot Utility and Water Line Easement located entirely within the property at 75 Saint Andrews Lane. The portion proposed for vacation measures approximately 74 feet in length and encompasses a total area of 1,111 square feet.

The easement was originally established to provide utility access during the development of the Tenth Hole Estates Phase 1 & 2 and The Villas at Tenth Hole Estates subdivisions, specifically while Phases 3 & 4 of Tenth Hole Estates were being developed. Since that time, all phases of the subdivisions have been fully built out, and the utilities that once occupied the easement area have been permanently

rerouted to accommodate the final subdivision layout.

As required, the applicant submitted an 811 utility locate ticket with the easement vacation request. The utility locate confirms that no active utilities are present within the area proposed for vacation. Additionally, City staff have not received any objections from internal utility divisions or external utility providers regarding the proposed vacation.

This case was approved by the Planning Commission during their July 22, 2025, meeting with a vote of 6/0.

CASE REQUIREMENTS:

All comments from the staff review process shall be addressed.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Partial Easement Vacation Exhibit
Vicinity Map
Utility Locate Ticket
75 Saint Andrews Ln Planning Requiremets
75 Saint Andrews Ln Ordinance
Planning Commission Minutes July 22, 2025

PARTIAL EASEMENT VACATION

BEING SITUATED IN A PORTION OF
LOT 3, BLOCK 4 OF
TENTH HOLE ESTATES PHASE IV
CITY OF GILLETTE,
CAMPBELL COUNTY, WYOMING

LEGAL DESCRIPTION:

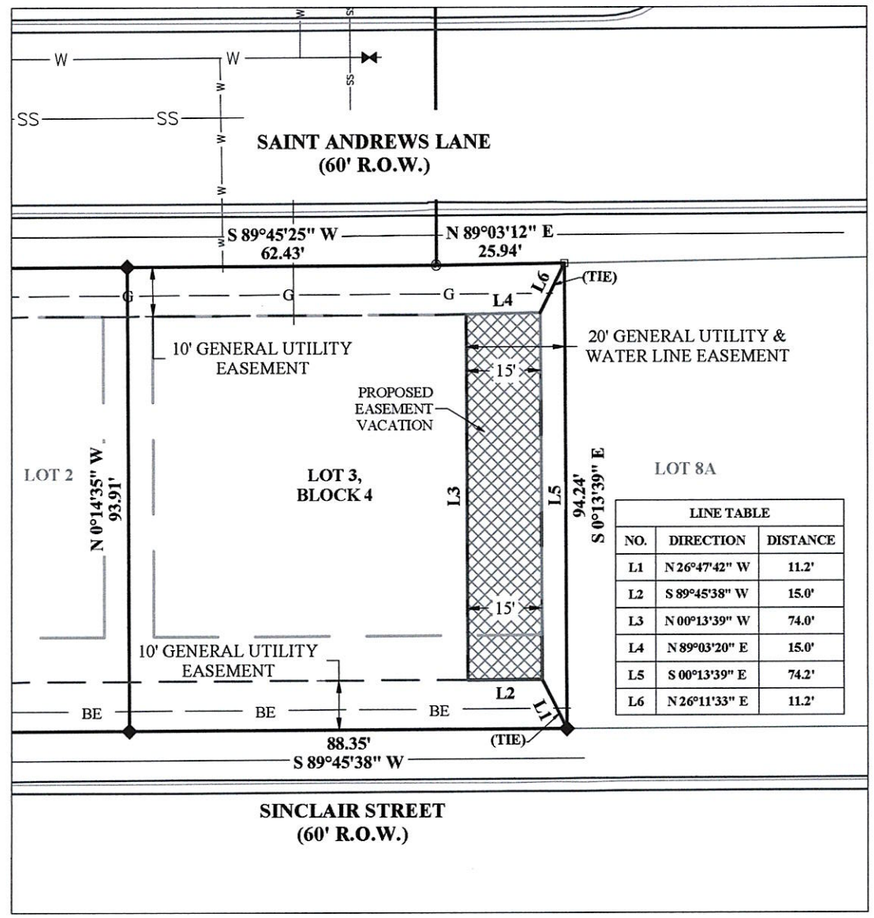
THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR A PARTIAL EASEMENT VACATION SITUATED IN A PORTION OF LOT 3, BLOCK 4 OF TENTH HOLE ESTATES PHASE IV, CITY OF GILLETTE, CAMBELL COUNTY, WYOMING AS OFFICIALLY RECORDED IN BOOK 11 OF PLATS, PAGE 241, FOLDER 66 OF THE CAMPBELL COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, RLS 2333; THENCE S 0°13'39" E ALONG THE EASTERLY BOUNDARY OF OF SAID SUBDIVISION AND LOT 3 FOR A DISTANCE OF 94.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, PLS 18548; THENCE N 26°47'42" W FOR A DISTANCE 11.18 FEET AND BEING THE POINT OF BEGINNING:

THENCE S 89°45'38" W FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE N 00°13'39" W FOR A DISTANCE OF 73.99 FEET TO A POINT; THENCE N 89°03'12" E FOR A DISTANCE OF 15.00 FEET TO A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 3 BEARS N 26°11'33" E FOR A DISTANCE OF 11.23 FEET, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, RLS 2333; THENCE S 0°13'39" E FOR A DISTANCE OF 74.18 FEET TO THE POINT OF BEGINNING:

SAID PARTIAL EASEMENT VACATION HAVING A TOTAL AREA OF 1,1111.2 SQ. FT., MORE OR LESS.

SUBJECT TO ALL PRIOR COVENANTS, RESERVATIONS, EASEMENTS, CONDITIONS AND RIGHTS APPEARING OF RECORD.



LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 26°47'42" W	11.2'
L2	S 89°45'38" W	15.0'
L3	N 00°13'39" W	74.0'
L4	N 89°03'20" E	15.0'
L5	S 00°13'39" E	74.2'
L6	N 26°11'33" E	11.2'

I, President Cevin C. Imus, of Gillette Wyoming, hereby certify that this plat was made from notes taken during an actual survey performed by Gavin Koelsch on JUNE 2, 2025, and that the said "PARTIAL EASEMENT VACATION" is accurately represented on this plat detailing the corners accepted and set out on the ground as shown hereon.

Professional Land Surveyor
Cevin C. Imus
9328
Date 6/7/2025
WYOMING

N
W
E
SCALE: 1" = 30'

LEGEND

◆ =(FOUND) ALUMINUM CAP, PLS 18548
□ =(FOUND) ALUMINUM CAP, RLS 2333
Ⓡ =(FOUND) BARE REBARE, NO CAP

W =WATER LINE
SS =SANITARY SEWER
BE =BURIED ELECTRIC
G =GAS LINE

P:\2025\WEST CONSTRUCTION\25-097A\DRAFTING\25-097A_ROS.DWG

CREATED BY: CIMUS	CREATED DATE: 6/6/2025	LSI - NEW GILLETTE CITY
REVIEWER: CCI	APPROVED DATE: 6/7/2025	
REVISION HISTORY		

Prepared For:
WEST CONSTRUCTION
1403 E. 7TH STREET
GILLETTE, WY 82716

Prepared By:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716

Location:
PARTIAL EASEMENT VACATION
BEING SITUATED IN A PORTION OF
LOT 3, BLOCK 4 OF
TENTH HOLES ESTATES PHASE IV
CITY OF GILLETTE
CAMPBELL COUNTY, WYOMING

Vicinity Map



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

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

1 inch equals 42 feet

1 inch equals 0.01 miles

June 13, 2025

Ticket No: 20252301129

Excavator Details

Caller Id: 17715
Contact: cory west
Company: west construction llc
Phone: 307-682-2104
Mobile: 307-682-2104
Email: westconstruction@vcn.com

Dig Site and Ticket Details



Open Map

trying to see if any utilities under payment

Ticket Medium	Web
Ticket Status	Original
Ticket Type	Regular
Previous Ticket No.	Not Supplied
User Reference	west construction
Ticket Date (MTZ)	06/03/2025 09:49 AM
Work Start Date (MTZ)	06/05/2025 09:49 AM
Work Expire Date (MTZ)	06/25/2025 09:49 AM
Address	75 St Andrews Ln, Gillette, 82718
Nearest Cross Street	oakmount ave
Type of work	Groundwork
Activity	Grading
Excavation Method	Grading
Excavation Depth	>48in
Public Property	None
Private Property	Private Property
Onsite Contact	cory west
Onsite Phone	3076608536
Municipality	Not Supplied
Nearest Community	Not Supplied
Rural Subdivision	Not Supplied

Your Responsibilities

- Do not proceed with any excavation until all notified utility owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.
- Pothole to establish the exact location of all underground utilities using soft digging methods, before using heavy machinery.
- If you damage an underground utility, you MUST advise the utility owner directly and immediately.
- By using the One-Call of Wyoming, Inc. service, you agree to our privacy policy and the terms and conditions set out on our web site.
- **For more information, visit www.onecallofwyoming.com**

Utility Owner Details

The public utility owners listed below with a Status of "Notification Sent" have been requested to respond to your request. They may contact you directly for clarification of your request details.

Station Code	Authority Name	Phone	Status
KM7	BLACK HILLS ENERGY (KM7)	1-888-890-5554	Notification Sent
QL1	CENTURYLINK (QL1)	877-366-8344	Notification Sent
AB1	CHARTER COMMUNICATIONS (Gillette AB1)	3076824303	Notification Sent
COG	CITY OF GILLETTE (COG)	307-686-5276	Notification Sent
VCI	VISIONARY COMMUNICATIONS INC (VCI)	3076855485	Notification Sent

END OF UTILITIES LIST

PL2025-0024 | Easement Vacation | 75 Saint Andrews Ln

Planning Requirements

1. All comments from the staff review process shall be addressed.

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF A 20-FOOT-WIDE GENERAL UTILITY & WATER LINE EASEMENT RECORDED IN BOOK 11 OF PLATS, PAGE 241, BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.
Pursuant to the petition of the City of Gillette and with the permission of the property owner of Lot 3, Block 4 of Tenth Hole Estates Phase IV, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the partial vacation of the westerly 15-foot of the 20-foot-wide utility & water line easement, as contained entirely within of Lot 3, Block 4 of Tenth Hole Estates Phase IV, the easement being recorded by the Campbell County Clerk in Book 11 of Plats, Page 241, will not abridge or destroy any of the rights and privileges of the other landowners in the vicinity of the vacation, and further finds that the vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached "Partial Easement Vacation" exhibit.

SECTION TWO.
(a) The Ordinance and "Partial Easement Vacation" exhibit shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, _____, 2025.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: _____, 2025

STATE OF WYOMING)
)ss.
County of Campbell)

On this ___ day of _____, 2025, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ July 22, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Richard Cone, Matthew Nelson, Ian Scott, Brian Rozier and Lance Walker.

Commission Members Absent: Jack Colson

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 8, 2025. Matthew Nelson seconded the motion. Motion carried 5/0/1 Abstention.

Case No. PL2025-0024 – EASEMENT VACATION – 75 Saint Andrews Lane

The applicant, C&J Real Estate LLC, is requesting the vacation of the western 15 feet of an existing 20-foot utility and water line easement located entirely within the property at 75 Saint Andrews Lane.

The easement was originally established to provide utility access during the development of the Tenth Hole Estates Phase 1 & 2 and The Villas at Tenth Hole Estates subdivisions, specifically while Phases 3 & 4 of Tenth Hole Estates were being developed. Since that time, all phases of the subdivisions have been fully built out, and the utilities that once occupied the easement area have been permanently rerouted to accommodate the final subdivision layout.

Chair Hottell asked if city staff received any comments or calls from the public on the case. Shannon Stefanick said the city received no calls on this case.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Cevin Imus with Land Surveying Incorporated, agent for the case, was present and said there was an oversight when the plat was filed, and this utility easement 'slipped through the cracks'. Mr. Imus said the utility easement vacation will allow for a larger size home to be built on the lot.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the August 12, 2025, meeting will be canceled and the next regular meeting will be August 26, 2025.

ADJOURNMENT

The meeting was adjourned at 5:19 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

ORDINANCE 3RD READING
Council Consideration of an Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0
ORDINANCE 2ND READING VOTE: 7/0

In 2017, the Gillette City Council passed an ordinance establishing the Electrical Line Extension Policy. The purpose of this policy is to regulate the design and extension of the City's electrical distribution and service line system.

This ordinance proposes amendments to that policy. Attached is both the ordinance and a redline of the policy showing requested changes.

This amendment has been reviewed by the Public Works/Utilities Advisory Committee.

STAFF REFERENCE:

Joff Pilon, Director of Utilities; Sean Brown, City Attorney.

ATTACHMENTS:
Ordinance Amending Chp 17 re Line Extension Policy
City of Gillette Electrical Services Division Line Extension Policy_Redline

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ELECTRICAL LINE EXTENSION POLICY FOR THE CITY OF GILLETTE AND TO AMEND CHAPTER 17, SECTION 17-5 OF THE GILLETTE CITY CODE TO INCLUDE REFERENCE TO THE AMENDED ELECTRICAL LINE EXTENSION POLICY.

RECITALS

A. On January 17, 2017, the City of Gillette ("City") approved Ordinance No. 3911, which enacted the City's Electrical Line Extension Policy ("Policy") and revised Chapter 17 of the Gillette City Code to incorporate the Policy into the Gillette City Code.

B. The Governing Body of the City now wishes to update and amend the Policy and re-incorporate the policy into Chapter 17 of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. The Electrical Line Extension Policy attached as **Exhibit A** is enacted into the Gillette City Code and incorporated herein as if fully set out in this Ordinance.

SECTION TWO. Chapter 17, Section 17-5, of the Gillette City Code is amended and replaced in its entirety with the following:

§17-5. Adoption of the Electrical Line Extension Policy.

The City of Gillette Electrical Line Policy is incorporated herein as if set out in full. This policy may be amended from time to time by the Gillette City Council through resolution. The purpose of this policy is to regulate the design and extension of the City's electrical distribution and service line system within the City of Gillette. Copies of this policy are available for inspection at the Electrical Engineering Division and Office of the City Clerk during normal business hours. The policy may be viewed on the City of Gillette's website. The Electrical Engineering Division will also provide copies for sale at a reasonable charge to cover the cost of the preparation of the volume.

First Reading: August 4, 2025.

Second Reading: ____, 2025.

PASSED AND APPROVED on Third and Final Reading this _____ day of _____ 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

EXHIBIT A

Electrical Line

Extension Policy

Amended by City Ordinance No. _____ on _____, 2025.

City of Gillette - Electrical Services Division
611 N. Exchange Avenue
Gillette, WY 82716

TELEPHONE: (307)686-5277
FAX: (307)686-6564
www.gillettewy.gov

Table of Contents

Section I – General Information

Purpose 4

Definitions 4

Departments, Phone Numbers and Addresses 5

Applicable Regulations 6

Application for Electrical Distribution System Extension 6

Application for Electrical Service Line System Extension 6

Permitting, Inspection and Acceptance 6

Customer Equipment Compatibility & Protection 7

Easements 7

Access & Right of Way 8

Section II – Distribution Systems

General Information 8

Distribution System Upgrades 9

Distribution System Extensions 9

Customer Responsibilities 9

Utility Responsibilities 9

Conduit Specifications 9

Conduit Installation 10

Riser Poles 10

Primary Voltage Junction Boxes and Switch Bases 10

Transformer Pads 11

Utility Equipment Protection 11

Secondary Voltage Pedestals 11

Street Lights 12

Joint Use of Trench 12

Surface Restoration 12

Section III – Customer Service Line Extension

General Information 12

Utility Provided Service Line 13
Customer Provided Service Line – Residential Underground 13
Customer Provided Service Line – Commercial and Industrial Underground 13
Service Line Upgrades, Modifications & Relocations 14
Multiple Services per Lot 14
Disconnection & Reconnection of Service 14
Temporary Service 14
Section IV – Mobile Home Parks (MHP)
New Mobile Home Parks 14
Existing Mobile Home Parks 15
Section V – Metering
General 15
Meter Sockets 15
Mounting of Meter Sockets 15
Instrument Rated Metering 16
Utility Approved Current Transformer Enclosure Alternatives 16

Appendix 1 – Standard Drawings
Appendix 2 – Available Fault Current Data
Appendix 3 – Net Metering
Appendix 4 – Capital Contribution Fee

Section I - General Information

General Additions:

1. Purpose

These standards have been prepared for the design and extension of the City's electrical distribution and service line system. It will set forth requirements, obligations and financial responsibilities for the Utility and the Customer. The City of Gillette Electrical Engineering Division will be responsible for all designs that affect the extension or modification of the electrical distribution and service line system. The City of Gillette encourages all customers in need of assistance to contact the City of Gillette Electrical Engineering Division at 307-686-5277.

2. Definitions

- *Utility*: The responsible department within the City of Gillette acting in its capacity to serve the citizens of Gillette electric power.
- *Customer*: Citizen or entity requiring electrical service. This may be a developer, contractor or the actual end user.
- *Distribution System*: Shall be that portion of the electrical utility infrastructure that serves more than one customer or distributes primary voltage.
- *Service Line System*: Shall be that portion of the utility or customer infrastructure that serves customer(s) or distributes secondary voltage.
- *NEC*: Current edition of the National Electric Code as adopted by the City of Gillette.
- *NESC*: Current edition of the National Electric Safety Code.
- *Point of Service*: Shall be the point where the customer owned equipment attaches to the utilities owned equipment. The exact point of service will be defined in these standards. All designs, installation and costs that are past the point of service are the customer's responsibility.
- *Final Established Grade*: Shall be the staked elevation determined by a licensed Land Surveyor.
- *IEEE*: SI Electrical units will be used for abbreviations
- *Nominal Primary Voltage*: 25kV
- *Nominal Secondary Voltage*: Single Phase 120/240V, 120/208V. Three Phase 120/208V, 277/480V
- *Class A Voltage*: ±5% of nominal secondary voltage

3. City of Gillette – Contact Information

Electrical Engineering Division
611 N Exchange Ave
Gillette, WY 82716
307-686-5277 (Main Office)
307-687-2530 (Field Inspection)

City of Gillette Central Warehouse
800 N Burma Ave
Gillette, WY 82716
307-686-5263 (Main Office)

Planning Division
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5281 (Main Office)

Building Inspection
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5260 (Main Office)

4. Applicable Regulations

a. *NEC*: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the NEC.
b. *NESC*: All extensions of the City's electrical distribution system shall be installed to meet the minimum requirements of the NESC.
c. *City of Gillette Code*: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the City of Gillette Code.
d. *City of Gillette Standard Construction Specifications*: All extensions and modifications of the City's electrical distribution system shall be installed following the latest version of the City of Gillette Standard Construction Specifications (i.e., warranty, safety, etc.).
e. *Conflicts in Regulations*: These standards are issued with the intent of complying with all applicable codes, ordinances, and standards; however, in the case of a conflict, the most stringent code, ordinance or standard will supersede. If there is a conflict between the applicable regulations contact the City of Gillette Electrical Engineering Division for clarification.

5. Application for Electrical Distribution System Extension

a. All electrical service system extensions or upgrades require an application submitted through the Planning Division.
b. It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.

6. Application for Electrical Service Line System Extension

a. All electrical service line system extensions or upgrades require a permit submitted through Building Inspection.
b. All new services or modifications of existing services shall be coordinated with the Electrical Engineering Division.

7. Permitting, Inspection and Acceptance

a. *Electrical Permits*: service line extensions and upgrades are under NEC jurisdiction and permits shall be obtained from Building Inspection.
b. *Electrical Permit to Construct*: prior to the installation of any portion of the electrical distribution system, the customer shall obtain an "Electrical Permit to Construct" from the Electrical Engineering Division. This permit shall be required for the release of City material issued from the City's Warehouse.
c. *Electrical Service System Inspection*: All new or upgraded services lines shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.
d. *Electrical Service Line Extension Acceptance*: Building Inspection shall issue a "green tag" when all aspects of the service have been installed to meet the NEC. The Electrical Services Division will be notified that the service has passed inspection and is ready for connection to the Utility System.
e. *Electrical Distribution System Inspection*: All installations or modifications on the electrical distribution system shall be inspected by an Electrical Engineering Division representative prior

to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.

f. *Electrical Distribution Extension Acceptance*: The customer must submit compaction test results and any other data relevant to the installation of the distribution system as required by the Electrical Engineering Division. A final inspection will be completed by the Electrical Engineering Division with the customer to ensure all design criteria have been met.

g. *Variations to Design*: When conditions are encountered during construction which require changes to the provided system design, changes shall be approved by an Electrical Engineering Division representative.

h. After project acceptance, the Distribution Extension will be completed by the Electrical Services Division.

8. Customer Equipment Compatibility & Protection

a. The Customer's electrical equipment and devices are required to have characteristics such that the Utility's distribution system is efficiently utilized and shall not interfere with the Utility's service or power quality to other customers (i.e. harmonics, power factor, etc.).

b. The Utility reserves the right to inspect and test any equipment connected to its distribution system and to require any information necessary to determine the operational characteristics of the equipment.

c. The Customer's equipment shall be designed to perform adequately within the standard voltage ranges and frequency provided on the Utility System.

d. Prior to the installation of any large, motorized equipment over 75 horsepower, the Customer shall submit specifications to the Utility regarding this equipment.

e. Prior to the installation of sensitive computerized equipment, the Customer shall submit specifications to the Utility regarding this equipment (this does not pertain to normal household appliances or personal computers).

f. Electric Service provided by the Utility may be subject to voltage disturbances which will not normally affect the performance of typical electrical equipment; however, voltage sensitive equipment may be impacted by these voltage disturbances. It is the Customer's responsibility to provide power conditioning devices necessary for protection of their equipment.

g. Electric Service provided by the Utility may be subject to a "loss of phase" type of disturbance. It is the Customers responsibility to provide protective devices for their equipment.

9. Easements

a. All utility owned equipment, with the exception of the customer's service line, shall be installed in a recorded easement, platted easement or in a dedicated right-of-way.

b. It is the customer's responsibility to provide all required easements to the Utility at no cost. All required easements shall be provided to Electrical Engineering and verified prior to the customer receiving a Certificate of Occupancy.

c. Minimum width of easements shall be ten (10) feet unless otherwise determined by the Electrical Engineering Division.

10. Access & Right of Way

a. The Customer shall grant free access to the customer's premises for the Utility to complete all projects and to maintain continuity of service, at times this may be without notice.

Section II - Distribution Systems

1. General Information

a. The Utility will provide electrical capacity to new developments for all electrical distribution system extensions. Distribution capacity up to 1MW will be provided, capacity over 1MW and its shared cost will be evaluated on a case-by-case basis.
b. All electrical distribution system extensions will be designed by the Electrical Engineering Division and installed underground.
c. All electrical underground distribution system extensions shall be installed in conduit.
d. The Customer responsibilities for new developments are outlined in the section titled 'Customer Responsibilities.
e. The Utility responsibilities for new developments are outlined in the section titled 'Utility Responsibilities'.
f. The Customer shall be responsible for notifying affected property owners prior to the beginning of construction.
g. Any exceptions to the Utility design shall be approved by the Electrical Engineering Division and paid for by the customer including all design, material, Utility labor and Utility equipment costs.
h. Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
i. Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
j. Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
k. Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
l. As a utility, we operate a looped Distribution System to maintain reliability. The Customer shall be required to extend conduit to adjacent property(ies) according to Utility Design.
m. New residential developments shall have all equipment installed in the front of lots, unless otherwise approved by Electrical Engineering.
n. It is the Utility's responsibility to deliver Class A voltage to a Utility owned meter.
o. In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.
p. There shall be no decorations on Utility owned electrical equipment. Examples include painting, decorative stickers, signage, etc.
q. There shall be no customer building on or over Utility owned electrical equipment.
r. Payment for Distribution System invoices shall be paid in full before obtaining Certificate of Occupancy and/or power being delivered.

2. Distribution System Upgrades

a. Customers may request modifications of the system to the Electrical Engineering Division.

b. The Customer will be responsible for all costs associated with the requested modifications including Utility labor, vehicle and equipment costs.
c. City will provide transformers up to 1MW. Anything exceeding 1MW will be evaluated on a case-by-case basis.

3. Distribution System Extensions

a. Customer Responsibilities

- Customer shall provide and install per project design:
    - Trench to required depth
    - Backfill and compact trench
    - Required conduit
    - Ground rods
    - Street light conductors and connectors
    - Compaction test(s), as required
    - Other components, as required
    - Conduit extension to adjacent property(ies).
- Customer shall purchase from the City of Gillette Warehouse and install:
    - Equipment pads
    - Primary junction boxes
    - Secondary pedestals
    - Street light pedestals, poles, luminaires and photo eyes
    - Other components, as required
- Customer shall be invoiced from the Utility:
    - Primary cable
    - Secondary conductors
    - Grounding wire
    - Terminations and connectors
    - Other components, as required

b. Utility Responsibilities

- Utility shall provide and install the following:
    - Project design and inspection
    - All transformers up to 1MW and switch cabinets within the development
    - Labor to install conductors, components and connectors
    - Equipment and vehicles associated with the installation of distribution system extensions

4. Conduit Specifications

a. PVC conduit shall be schedule 40 grade.
b. P.E. conduit shall be SDR 13.5. (Note: only Utility approved connectors shall be used when transitioning from P.E. conduit to any other type of conduit.)
c. Horizontal sweeps shall be 48" radius GRC (Galvanized Rigid Conduit) conduit for primary cable installations.

d. Any transition from GRC to PE or PVC conduit shall have only approved connectors per specs. Acceptable conduit sizes are: 1", 2", 2.5", 4", and 6".
e. All sweeps shall be a standard factory 90 degree radius PVC conduit.
f. All sweeps shall be 12" radius 1" PVC conduit for street light conduit.
g. Sweeps shall be 24" inch radius GRC with 10' length of GRC attached horizontally for primary voltage junction boxes and transformer box pads.
h. The following sizes of conduit shall be required for the corresponding installations:
    - Three-Phase primary - 4/0 cable: 6" conduit
    - Three-Phase primary - 1/0 cable: 4" conduit
    - Single-Phase primary - 1/0 cable: 2.5" conduit
    - Secondary distribution – 350 mcm triplex in 2.5" conduit
    - Secondary distribution - 350 mcm quad in 4" conduit
    - Secondary distribution – 4/0 triplex in 2.5" conduit
    - Secondary distribution - 4/0 quad in 4" conduit
    - Service runs: minimum 2" conduit (depending on service size)
    - Street Lighting circuits: 1" conduit

5. Conduit Installation

a. All trenching and backfill shall be in accordance with the latest edition of the City of Gillette Standard Construction Specifications.
b. All conduit installed by the Customer shall be inspected by the Utility after installation and prior to backfill.
c. Conduit for primary voltage cable shall be installed with a minimum of 48 inches of cover based on the Final Established Grade.
d. Conduit for secondary voltage cable shall be installed with a minimum of 24 inches of cover based on the Final Established Grade.
e. All conduit systems shall have a nylon pull string with a minimum tensile strength of 200 pounds installed. The pull string shall not be installed prior to the complete conduit system being installed. The Utility shall be contacted by the Customer prior to the installation of pull string
f. Quality of conduit installation must be proofed using a rigid foam mouse while installing string.

6. Riser Poles

a. The Customer shall furnish all conduit material necessary, including conduit straps, for the Utility to construct the riser. The first 10 feet above the ground line on all risers shall be GRC, the remaining conduit for the riser shall be schedule 40 PVC. This includes both primary and secondary voltage risers.
b. A weather head shall be provided by the Customer for all secondary riser applications.

7. Primary Voltage Junction Boxes and Switch Cabinet Bases

a. The Customer shall provide excavation, backfill, compaction and installation of junction boxes and switch bases
b. Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.

c. The Customer shall have a minimum of one compaction test over the compacted trench at all equipment pad and junction box locations. Additional compaction tests may be required at the discretion of Electrical Engineering.
d. The top of all conduit risers shall not extend more than 4" above the bottom of the ground sleeve. Sweeps shall not be cut off without prior approval of Electrical Engineering.
e. Extreme caution must be exercised during compaction so as not to damage or deform the ground sleeve or junction box during construction, wheel compaction using a backhoe or trencher shall not be permitted.
f. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod(s) placement in equipment pads/bases.
g. All installed equipment pads shall be a minimum of 4' from fire hydrants.
h. Gravel shall be installed in the bottom of equipment. Consisting of 1-½" minus crushed limestone, at a depth of 4".
i. Burial depth of equipment to be determined in the field by Electrical Engineering based on the Final Established Grade.

8. Transformer Pads

a. The Customer shall provide excavation, backfill, compaction and installation of transformer pads.
b. Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.
c. The Customer shall have a minimum of one compaction test over the compacted trench at equipment pad location. Additional compaction tests may be required at the discretion of Electrical Engineering.
d. The Customer may incorporate the transformer pad as an integral portion of a total equipment pad with the approval of the Electrical Engineering Division.
e. Transformer pads shall be located a minimum of 3' from any obstructions on the sides and the back. The front of the transformer will require a minimum of 10' of unobstructed area.
f. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod placement in transformer pads.
g. All installed transformer pads shall be a minimum of 4' from fire hydrants.
h. The top of transformer pads shall be installed at 6" above the Final Established Grade.

9. Utility Equipment Protection

a. Bollards, when required by Electrical Engineering, shall be provided and installed by Customer for utility equipment to protect from physical harm.
b. A standard drawing for bollards will be provided with the detailed Electrical Engineering design.

10. Secondary Voltage Pedestals

a. Adequate compaction at each pedestal location shall be completed by the Customer.
b. All pedestals shall be above ground style and installed so the locking mechanism is 4" above Final Established Grade as per engineered drawings, with the exception of installation in concrete or asphalt.
c. Pedestals installed in concrete or asphalt shall be set flush with the top of the surface and shall be incidental drive over rated.

d. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit placement.

11. Street Lights

a. Drawings will be provided to the Customer with the detailed Electrical Engineering design for street light and pedestal locations, conduit size and route, and conductor size and type.
b. All street light poles shall be installed such that centerline of the pole is plumb.
c. Customer shall compact soil around the pole as it is backfilled to ensure it remains plumb.
d. Street light foundation design shall be provided by the Electrical Engineering Division.
e. Any Sonotube used to install street light bases shall be removed from the concrete base on the portion above ground.

12. Joint Use of Trench

a. Dry utility conduits and cables may be placed in the same trench with the Utility conduits and cables.
b. In a joint use trench, a minimum of 12" of vertical separation shall be maintained between conduits owned by the Utility and any other installed conduit owned by another entity.
c. Non wire utilities such as gas, water and sewer shall not be installed in a joint trench with electrical and communication conduits.
d. There shall be a 3' radial clearance between electric and gas lines.

13. Surface Restoration

a. After installation is complete, the Customer is responsible for all surface restoration within their development and any other areas of disturbance associated with their project.

Section III - Customer Service Line Extension

General:

1. General Information

a. Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
b. Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
c. Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
d. Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
e. All service lines shall reside on their respective lot or in an electrical easement.

2. Utility Provided Service Line

a. The Utility shall provide and install one single phase residential service up to 320 amps per lot.
b. The route of the service line shall be mutually agreed upon between the Customer and the Utility.
c. The route shall be as short as practical and shall avoid all obstructions.
d. No permanent structure shall be constructed over any Utility owned electrical line.

e. The Point of Service for all underground service lines shall be the line side of the Customer owned meter socket.
f. The Point of Service for all overhead service lines shall be the connections at the weather head.
g. All overhead service lines shall properly anchored. No screw in house knobs or eye screws allowed.
h. The Customer shall provide and install the appropriate size meter base with a main breaker built in for single phase services.
i. The Utility shall consult with the Customer to determine a mutually agreed upon location of the Customer owned meter socket.
j. The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration, at times this may be without notice.
k. The Customer is responsible for all permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.
l. At its discretion, the Utility may elect to install an overhead service within an overhead service area.

3. Customer Provided Residential Underground Service Line

a. The Customer is responsible for service 400-amp service and above for single phase residential service.
b. Access and availability for residential 3 phase service is extremely limited and at the discretion of Electrical Engineering.
c. The Customer is responsible for all three phase services and self-contained meter bases.

4. Customer Provided Commercial and Industrial Underground Service Line

a. Services 200 amps and below shall be installed to Utility design by the customer and maintained by the Utility for lots with only one service.
b. All services 320 amps and above shall be installed per NEC requirements and maintained by the Customer.
c. An address with multiple suites shall have individual Utility-owned meters.
d. The Customer shall install the three-phase meter base along with an NEC approved disconnect.
e. The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
f. The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration.
g. The Customer is responsible for permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

5. Service Line Upgrades, Modifications & Relocations

a. All service line upgrades, modifications or relocations are the Customer's responsibility and shall be coordinated through Electrical Engineering.
b. The Customer is responsible for permit fees and any additional Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

6. Multiple Services per Lot

a. The Customer is responsible for all services for lots with more than one meter (i.e. a strip mall, four-plex or larger apartment buildings).

b. The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
c. Any project requiring more than 6 meters/disconnects shall be installed to meet NEC and be inspected and approved by the City of Gillette Building Inspection Division.
d. All communication towers will be installed with a multi-gang meter base.

7. Disconnection & Reconnection of Service

a. Only authorized Utility employees shall make connections or disconnections for all electric services.

8. Temporary Service

a. The Customer is responsible for all costs to install temporary service(s) to the Utility point of service.
b. A location usable throughout the construction period shall be selected.
c. The Customer shall be responsible for stubbing into Utility equipment, as well as all removal and restoration.
d. Should relocation become necessary, it shall be treated as a separate temporary service and require an additional fee.
e. Temporary service for construction sites shall be located such that the meter is protected from physical damage.
f. Permit for temporary service shall be obtained from Building Inspection.
g. An account for temporary service shall be opened with Customer Service.
h. Customer shall pay the current temporary service fee(s) to Customer Service.

Section IV - Mobile Home Parks (MHP)

1. New Mobile Home Parks

a. The Customer shall install electrical systems in compliance with Utility construction standards following design provided by Electrical Engineering.
b. The Customer shall install all service lines from transformer to meter pedestals.
c. The Utility shall maintain service to each individual meter in the MHP. The point of service shall be the line side of the Customer owned meter pedestal.
d. The Customer shall provide meter pedestals for each lot and this meter pedestal must comply with NEC.
e. The Customer shall provide service from meter pedestal to the mobile home.
f. The Customer owned meter pedestals and service line to the home shall be inspected by Building Inspection.
g. The entire electrical system including meter pedestals shall be installed in permanent recorded easements.

2. Existing Mobile Home Parks

a. All upgrades to existing MHP services shall be in compliance with current Utility construction standards.
b. In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.

Section V - Metering

1. General

a. The Utility's tariff, rate schedule and the NEC require the delivery of each type and class of electrical service through one meter to one customer at one location.
b. Customers are not authorized to relocate any meter belonging to the Utility or interfere in any way with the meter, its connections, or operation. This shall include removal or tampering with meter seals.
c. All metering equipment must be installed outdoors at a location that is readily accessible to Utility employees.
d. All metering equipment shall be accessible and shall not be installed over window wells, under stairways, under decks, inside enclosed porches, behind doors, or in other unsafe locations.
e. The meter and metering equipment shall be at least 36" horizontally from a gas meter.
f. Minimum space shall be maintained in front of all metering in accordance with the NEC
g. The Customer shall consult with the Utility to find the best location for the meter that will facilitate meter reading, testing and replacement of meters.
h. If a meter is made inaccessible by the installation of a fence, enclosure or other obstruction, the Customer shall, at their expense, move the meter to an accessible location approved by the Utility or remove the obstruction.
i. All meter installations shall utilize the latest Utility metering technology. (i.e., AMI)

2. Meter Sockets

a. Customer shall provide and install the meter socket for single phase service up to 320 amps. The meter socket shall have a main breaker built into the assembly.
b. Customer shall purchase from the City of Gillette Warehouse and install meter sockets for single or three phase services 400 amps and above.
c. Ringed or ringless meter socket types shall be permitted.

3. Mounting of Meter Sockets

a. The meter shall have a mounting height such that the center of the meter is not less than 4' or more than 5' above the Final Established Grade immediately in front of the meter location.
b. Meter sockets must be plumb and level in all directions and securely mounted to a rigid structure.
c. Meter sockets mounted on a building must be secured to wall studs. Where it is not possible to mount to wall studs, blocking between wall studs of at least two 2x4's shall be used.
d. Conductors shall be securely fastened to their respective terminals and must be installed in a manner that will not interfere with the installation of the meter cover.
e. Metering equipment shall not be installed on or in Utility owned transformers.
f. Installation of finish surfaces (i.e., siding, brick, etc.) shall not interfere with the use of the factory knock-outs.

4. Instrument Rated Metering

a. This type of metering applies to services 400 amps and above single phase and 400 amps and above three phase.

b. The Utility shall provide the current transformers to the Customer for all instrument rated services.
c. The Customer shall provide and install an enclosure to house the current transformers.
d. Minimum size required for current transformer enclosure shall be:
    - 36" x 36" x 8" for three phase services 400 amps and above
    - 24" x24" x 8" for single phase services 400 amps and above.
e. A larger size current transformer enclosure may be substituted if determined by the Customer's electrical professional.
f. The Utility shall provide only window type current transformers. Customer provided current transformer enclosure shall accept only window type current transformers.
g. Current transformers shall not be installed in Customer owned indoor switch gear.
h. Current transformers must be installed outdoors at a location that is readily accessible to Utility employees.
i. Current transformers shall not be installed in Utility owned transformers.
j. Meter sockets shall not be installed on Utility owned transformers.
k. The Utility shall be responsible for meter circuit wiring of all instrument rated meter installations.

5. Utility Approved Current Transformer Enclosure Alternatives

a. Alternative 1:
    - The Customer shall provide a transition cabinet rated for the service. Customer shall install Utility provided current transformers over the bus inside the transition cabinet. Customer shall install the meter socket purchased from the Utility on the transition cabinet.
    - The utility shall be responsible for meter circuit wiring within the transition cabinet.
b. Alternative 2:
    - The Customer shall provide outdoor rated switchgear with a Utility compartment included to house Utility provided current transformers. Customer shall install the meter socket purchased from the Utility on the outside of the Customer provided outdoor rated switchgear.
    - The utility shall be responsible for meter circuit wiring within the outdoor rated switchgear.

Appendix 1

Standard Drawings

- Typical Trenching Detail
- Secondary Pedestal Installation
- Drive Over Secondary Pedestal Installation
- Single Phase Fiberglass Transformer Pad
- Three Phase Fiberglass 20" Transformer Pad
- Nordic Junction Box Ground Installation
- Switch Cabinet Base Installation
- Pad Mounted Equipment Clearances
- Equipment Placement – Front Lot Lines
- Equipment Placement – Rear Lot Lines
- Fire Hydrant Clearances
- Street Light Detail - Direct Bury – Residential
- Street Light & Foundation Detail – Highway
- Street Light & Foundation Detail – Shakespeare Acorn
- Typical Bollard Detail
- Meter Socket Installation
- CT Can Installation

Appendix 2

Available Fault Current Data

Approximate Available Fault Current Tables

Single Phase	Voltage		Bay-O-Net	
kVA	120/240V	240/480V	Manufacturer	Fuse
10	4.8 kA	2.4 kA	Cooper	C04
15	6.0 kA	3.0 kA	Cooper	C04
25	10.0 kA	5.0 kA	Cooper	C04
37.5	12.8 kA	6.4 kA	Cooper	C04
50	18.4 kA	9.2 kA	Cooper	C04
75	29.9 kA	15.0 kA	Cooper	C06
100	36.9 kA	18.4 kA	Cooper	C08
167	61.6 kA	30.8 kA	Cooper	C10

Three Phase	Voltage		Bay-O-Net	
kVA	120/208V	277/480V	Manufacturer	Fuse
45	9.0 kA	3.0 kA	Cooper	C04
75	21.8 kA	7.4 kA	Cooper	C04
112.5	25.7 kA	11.1 kA	Cooper	C04
150	43.5 kA	18.9 kA	Cooper	C06
225	51.3 kA	25.9 kA	Cooper	C06
300	63.8 kA	31.9 kA	Cooper	C08
500	88.7 kA	38.4 kA	Cooper	C10
750	44.3 kA	21.6 kA	Cooper	C12
1000	59.1 kA	24.7 kA	Cooper	C12
1500	90.3 kA	38.4 kA	Cooper	C14
2500	137.6 kA	59.6 kA	Cooper	C16

Fault currents shown are approximations for estimating purposes only. Values shown are at the secondary connections of transformers. Some values may vary significantly from those shown. As transformers may be replaced, source and transformer impedances shall not be provided. Customers requiring more detail information should contact the City of Gillette's Electrical Services Division at (307) 686-5277.

Appendix 3

Net Metering

This rate is applicable for electrical customer owned parallel generation facilities of less than 25 kW. Generation equipment will be designed to be compatible with the characteristics of the service that the customer receives from the utility.

For each month, the City will record both the energy delivered to the customer and the energy received from the customer. If the energy delivered to the customer is greater than the energy received from the customer, the customer will be billed for the difference under the rate applicable to that electrical customer.

If the energy delivered by the City electrical system is less than the energy received from the customer, the customer will not be billed for energy in that billing period and the surplus energy will be carried forward to the next billing period. In the first billing period of each year, if the customer's account has a credit for energy received from that customer, the customer will be compensated for the surplus at a rate not less than the City's average avoided cost for energy for the previous calendar year.

The City will supply and install an electric meter that will record the power flow delivered to the customer and received from the customer. The customer will supply all other equipment needed to ensure operation of customer owned generation. A separate lockable disconnect is required for all service applicable to this rate. The disconnect shall be accessible to City electrical utility personnel at all times.

The customer will install and maintain a separate disconnecting means for the generator(s). This disconnect shall be located where it is accessible to City electrical utility personnel. The disconnect shall have provisions to be padlocked in the open position and provisions to allow its use in the Utility's energy control plans. The disconnect shall be labeled. If the generator disconnect is not located within sight of the utility supply disconnect, a plaque showing the location of all disconnects shall be placed by each disconnect serving the facility.

The Customer will maintain a Power Factor for the generation equipment between .9 leading and .9 lagging at all times. For purposes of this requirement, the Power Factor for the generator will be measured at the generation disconnect. If the customer fails to maintain the Power Factor within this range, the City may require the customer to disconnect the generation equipment from interconnection with the City's system until the customer can demonstrate compliance.

The Customer is responsible for compliance with all applicable codes and standards, including but not limited to the National Electrical Code, the National Electric Safety Code, IEEE standard 1547 and the City of Gillette's Electrical Distribution Standards. The Electrical Services Division will review the generation equipment and its installation to ensure that it will be compatible with the City electrical distribution system and their approval is required before the generation equipment shall be connected to the City electrical distribution system and energized. The Customer will allow utility access to the generator's disconnecting means to allow utility staff to perform measurements to independently verify compliance with the above referenced codes and standards. In accordance with IEEE Standard 1547, the generation equipment shall automatically

disconnect from the utility's system in the event of loss of utility supply to the customer's meter. (Ord. 3745, 12-19-2011)

Appendix 4

Capital Contribution Fee

Anyone who requires connection to the City of Gillette's electrical distribution system shall pay a Capital Contribution Fee. This Capital Contribution Fee is intended to be a contribution to the capital cost of providing electrical distribution services. In the case of an expansion of an existing service, the Capital Contribution Fee shall only be for the amount by which the service is expanded from the existing service. The amount of the Capital Contribution Fee shall be adjusted by the City of Gillette from time to time, taking into account the current cost of material, equipment, labor and overhead expenses. In case of multiple services per building, the service entrance size shall be based on total service disconnect sizing. The Capital Contribution Fee is based on the total service disconnect size.

All Capital Contribution Fees shall be paid prior to the issuance of a Building Permit for this project or an Electrical permit if no Building Permit is issued. Capital Contribution Fees may not be transferred and may not be paid by Plant Investment Fee Credits. (Ord. 3497, 7-2-2007; Ord. 3538, 3-3-2008).

Electrical Utility System Service Size
Capital Contribution Schedule

Service Size	Voltage	Fee for each 100 amps of service or part thereof
Single Phase	120/240	$175.00
	120/208	$180.00
Three Phase	120/208	$315.00
	277/480	$727.00

Electrical Line Extension Policy

Adopted by City Ordinance No. 3911 on January 17, 2017

City of Gillette - Electrical Services Division
611 N. Exchange Avenue
Gillette, WY 82716

TELEPHONE: (307)686-5277
FAX: (307)686-6564
www.gillettewy.gov

Table of Contents

Section I – General Information

Purpose 4
Definitions 4
Departments, Phone Numbers and Addresses 4
Applicable Regulations 5
Application for Electrical Distribution System Extension 5
Application for Electrical Service Line System Extension 5
Permitting, Inspection and Acceptance 5
Customer Equipment Compatibility & Protection 6
Easements 6
Access & Right of Way 7

Section II – Distribution Systems

General Information 7
Distribution System Upgrades 7
Distribution System Extensions 8
Customer Responsibilities 8
Utility Responsibilities 8
Conduit Specifications 8
Conduit Installation 9
Riser Poles 9
Primary Voltage Junction Boxes and Switch Bases 9
Transformer Pads 10
Utility Equipment Protection 10
Secondary Voltage Pedestals 10
Street Lights 11
Joint Use of Trench 11
Surface Restoration 11

Section III – Customer Service Line Extension

General Information 11
Utility Provided Service Line 11
Customer Provided Service Line – Underground 12
Service Line Upgrades, Modifications & Relocations 12
Multiple Services per Lot 12

Disconnection & Reconnection of Service 12
Temporary Service 13
Section IV – Mobile Home Parks (MHP)
New Mobile Home Parks 13
Existing Mobile Home Parks 13
Section V – Metering
General 13
Meter Sockets 14
Mounting of Meter Sockets 14
Instrument Rated Metering 14
Utility Approved Current Transformer Enclosure Alternatives 15
Appendix 1 – Standard Drawings
Appendix 2 – Available Fault Current Data
Appendix 3 – Net Metering
Appendix 4 – Capital Contribution Fee

Section I - General Information

General Additions:

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Purpose

These standards have been prepared for the design and extension of the City's electrical distribution and service line system. It will set forth requirements, obligations and financial responsibilities for the Utility and the Customer. The City of Gillette Electrical Engineering Division will be responsible for all designs that affect the extension or modification of the electrical distribution and service line system. The City of Gillette encourages all customers in need of assistance to contact the City of Gillette Electrical Engineering Division at 307-686-5277.

Definitions

- Utility: The responsible department within the City of Gillette acting in its capacity to serve the citizens of Gillette electric power.
- Customer: Citizen or entity requiring electrical service. This may be a developer, contractor or the actual end user.
- Distribution System: Shall be that portion of the electrical utility infrastructure that serves more than one customer or distributes primary voltage.
- Service Line System: Shall be that portion of the utility or customer infrastructure that serves customer(s) or distributes secondary voltage.
- NEC: Current edition of the National Electric Code as adopted by the City of Gillette.
- NESC: Current edition of the National Electric Safety Code.
- Point of Service: Shall be the point where the customer owned equipment attaches to the utilities owned equipment. The exact point of service will be defined in these standards. All designs, installation and costs are past the point of service are the customer's responsibility.
- Final Established Grade: Shall be the staked elevation determined by a licensed Land Surveyor.
- IEEE-SI Electrical units will be used for abbreviations
- Nominal primary voltage: 25kV
- Nominal secondary voltage: Single Phase 120/240V, 120/208V. Three Phase 120/208V, 277/480V.

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- Class A voltage: ±5% of nominal secondary voltage

City of Gillette – Contact Information

Electrical Engineering Division 611 N Exchange Ave

Gillette, WY 82716
307-686-5277 (Main Office)
307-687-2530 (Field Inspection)
~~ceprojects@gillettewy.gov~~

City of Gillette Central Warehouse
800 N Burma Ave
Gillette, WY 82716
307-686-5263 (Main Office)

Planning Division
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5281 (Main Office)

Building Inspection
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5260 (Main Office)

Applicable Regulations

- NEC: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the NEC.
- NESC: All extensions of the City's electrical distribution system shall be installed to meet the minimum requirements of the NESC.
- City of Gillette Code: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the City of Gillette Code.
- City of Gillette Standard Construction Specifications: All extensions and modifications of the City's electrical distribution system shall be installed following the latest version of the City of Gillette Standard Construction Specifications (i.e., warranty, safety, etc.).
- Conflicts in Regulations: These standards are issued with the intent of complying with all applicable codes, ordinances, and standards; however, in the case of a conflict, the most stringent code, ordinance, or standard will supersede. If there is a conflict between the applicable regulations contact the City of Gillette Electrical Engineering Division for clarification.

Application for Electrical Distribution System Extension

- All electrical service system extensions or upgrades require an application submitted through the Planning Division.
- It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.

Application for Electrical Service Line System Extension

- All electrical service line system extensions or upgrades require an ~~application~~ permit submitted through Building Inspection ~~or the Planning Division.~~
- ~~It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.~~
- All new services or modifications of existing services shall be coordinated with the Electrical Engineering Division.

Permitting, Inspection and Acceptance

- Electrical Permits: service line extensions and upgrades are under NEC jurisdiction and permits shall be obtained from Building Inspection.
- Electrical Permit to Construct: prior to the installation of any portion of the electrical distribution system, the customer shall obtain an "Electrical Permit to Construct" from the Electrical Engineering Division. This permit shall be required for the release of City material issued from the City's Warehouse.
- Electrical Service System Inspection: All new or upgraded services lines shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections. ~~inspected by Building Inspection.~~

- Electrical Service Line Extension Acceptance: Building Inspection shall issue a "green tag" when all aspects of the service have been installed to meet the NEC. The Electrical Services Division will be notified that the service has passed inspection and is ready for connection to the Utility System.
- Electrical Distribution System Inspection: All installations or modifications on the electrical distribution system shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.
- Electrical Distribution Extension Acceptance: The customer must submit compaction test results and any other data relevant to the installation of the distribution system as required by the Electrical Engineering Division. A final inspection will be completed by the Electrical Engineering Division with the customer to ensure all design criteria have been met.
- Variations to Design: ~~-~~When conditions are encountered during construction which require changes to the provided system design, changes shall be approved by an Electrical Engineering Division ~~-~~ representative
- After project acceptance, the Distribution Extension will be completed by the Electrical Services Division.

Customer Equipment Compatibility & Protection

- The Customer's electrical equipment and devices are required to have characteristics such that the Utility's distribution system is efficiently utilized and shall not interfere with the Utility's service or power quality to other customers (i.e. harmonics, power factor, etc.).
- The Utility reserves the right to inspect and test any equipment connected to its distribution system and to require any information necessary to determine the operational characteristics of the equipment.
- The Customer's equipment shall be designed to perform adequately within the standard voltage ranges and frequency provided on the Utility System.
- Prior to the installation of any large, motorized equipment over 75 horsepower, the Customer shall submit specifications to the Utility regarding this equipment.
- Prior to the installation of sensitive computerized equipment, the Customer shall submit specifications to the Utility regarding this equipment (this does not pertain to normal household appliances or personal computers).
- Electric Service provided by the Utility may be subject to voltage disturbances which will not normally affect the performance of typical electrical equipment; however, voltage sensitive equipment may be impacted by these voltage disturbances. It is the Customer's responsibility to provide power conditioning devices necessary for protection of their equipment.
- Electric Service provided by the Utility may be subject to a "loss of phase" type of disturbance. It is the Customers responsibility to provide protective devices for their equipment.

Easements

- All utility owned equipment, ~~excepting~~ with the exception of the customer's service line, shall be installed in a recorded easement, platted easement or in a dedicated right-of-way.

- It is the customer's responsibility to provide all required easements to the Utility at no cost. ~~All required easements shall be recorded at the Campbell County Clerk's office. Documentation of this recorded easement must be provided to the Electrical Engineering Division~~All required easements shall be provided to Electrical Engineering and verified prior to the ~~Utility providing service to the customer.~~ customer receiving a Certificate of Occupancy.
- Minimum width of easements shall be ten (10) feet unless otherwise determined by the Electrical Engineering Division. ~~with the exception of a street light circuit secondary voltage circuits which may be five (5) feet. Larger easements may be required if determined by the Electrical Engineering Division.~~
- Access & Right of Way
- The Customer shall grant free access to the customer's premises for the Utility to complete all projects and to maintain continuity of service, at times this may be without notice.~~.~~

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Section II - Distribution Systems

General Information

- The Utility will provide electrical capacity to new developments for all electrical distribution system extensions. Distribution capacity up to 1MW will be provided, capacity over 1MW and its shared cost will be evaluated on a case-by-case basis.
- All electrical distribution system extensions will be designed by the Electrical Engineering Division and installed underground.
- All electrical underground distribution system extensions shall be installed in conduit.
- The Customer responsibilities for new developments are outlined in the section titled 'Customer Responsibilities'.
- The Utility responsibilities for new developments are outlined in the section titled 'Utility Responsibilities'.
- The Customer shall be responsible for notifying affected property owners prior to the beginning of construction.
- Any exceptions to the Utility design shall be approved by the Electrical Engineering Division and paid for by the customer including all design, material, Utility labor and Utility equipment costs.
- Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
- Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
- Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
- Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
- As a utility, we maintain a looped Distribution System to maintain reliability. The Customer shall be required to extend conduit to adjacent properties(s) according to Utility Design.

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- New residential developments shall have all equipment installed in the front of lots, unless otherwise approved by Electrical Engineering.
- It is the Utility's responsibility to deliver Class A voltage to a Utility owned meter.
- In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.
- There shall be no decorations on Utility owned electrical equipment. Examples include painting, decorative stickers, signage, etc.
- There shall be no customer building on or over Utility owned electrical equipment.

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Distribution System Upgrades

- Customers may request modifications of the system to the Electrical Engineering Division.
- The Customer will be responsible for all costs associated with the requested modifications including Utility labor, vehicle and equipment costs.
- City will provide transformers up to 1MW. Anything exceeding 1MW will be evaluated on a case-by-case basis.

Distribution System Extensions

Customer Responsibilities

- Customer shall provide and install per project design:
  - Trench to required depth
  - Backfill and compact trench
  - Required conduit
  - Ground rods
  - Street light conductors and connectors
  - Compaction test(s), as required
  - Other components, as required
  - Conduit extension to adjacent property(ies).
- Customer shall purchase from the City of Gillette Warehouse and install:
  - Equipment pads
  - Primary junction boxes
  - Secondary pedestals
  - Street light pedestals, poles, luminaires and photo eyes
  - Other components, as required
- Customer shall be invoiced from the Utility:
  - Primary cable
  - Secondary conductors
  - Grounding wire
  - Terminations and connectors
  - Other components, as required

Utility Responsibilities

- Utility shall provide and install the following:
  - Project design and inspection
  - All transformers up to 1MW and switch cabinets within the development
  - Labor to install conductors, components and connectors
  - Equipment and vehicles associated with the installation of distribution system extensions

Conduit Specifications

- PVC conduit shall be schedule 40 grade.
- P.E. conduit shall be SDR 13.5. (Note: only Utility approved connectors shall be used when transitioning from P.E. conduit to any other type of conduit.)
- Horizontal sweeps shall be 48" radius GRC (Galvanized Rigid Conduit) conduit for primary cable installations.
- Any transition from GRC to PE or PVC conduit shall have only approved connectors per specs
- Acceptable conduit sizes are: 1", 2", 2.5", 4", and 6".
- All sweeps shall be a standard factory 90 degree ~~24"~~ radius ~~2.5"~~ PVC conduit. ~~for secondary conductor.~~
- All sweeps shall be 12" radius 1" PVC conduit for street light conduit.
- Sweeps shall be 24" inch radius GRC with 10' length of GRC attached horizontally for primary voltage junction boxes and transformer box pads.
- ~~Conduit into primary voltage vaults shall be installed into the provided knockouts of the vault. Exception; as approved by the Electrical Engineering Division, a 24" GRC sweep with a 10' length of GRC conduit may be used in place of primary vault knockouts.~~
- The following sizes of conduit shall be required for the corresponding installations:
  - Three-Phase primary - 4/0 cable: 6" conduit
  - Three-Phase primary - 1/0 cable: 4" conduit
  - Single-Phase primary - 1/0 cable: 2.5" conduit
  - Secondary distribution – 350 mcm triplex ~~cable in~~ 2.5" conduit
  - Secondary distribution - 350 mcm quad in 4" conduit
  - Secondary distribution – 4/0 triplex in ~~cable~~ 2.5" conduit
  - Secondary distribution - 4/0 quad in 4" conduit
  - Service runs: minimum 2" conduit (depending on service size)
  - Street Lighting circuits: 1" conduit

Conduit Installation

- All trenching and backfill shall be in accordance with the latest edition of the City of Gillette Standard Construction Specifications.
- All conduit installed by the Customer shall be inspected by the Utility after installation and prior to backfill.
- Conduit for primary voltage cable shall be installed with a minimum of 48 inches of cover based on the Final Established Grade.

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- Conduit for secondary voltage cable shall be installed with a minimum of 24 inches of cover based on the Final Established Grade.
- All conduit systems shall have a nylon pull string with a minimum tensile strength of 200 pounds installed. The pull string shall not be installed prior to the complete conduit system being installed. The Utility shall be contacted by the Customer prior to the installation of pull string
- Quality of conduit installation must be proofed using a rigid foam mouse while installing string.

Riser Poles

- The Customer shall furnish all conduit material necessary, including conduit straps, for the Utility to construct the riser. The first 10 feet above the ground line on all risers shall be GRC, the remaining conduit for the riser shall be schedule 40 PVC. This includes both primary and secondary voltage risers.
- A weather head shall be provided by the Customer for all secondary riser applications.

Primary Voltage Junction Boxes and Switch Cabinet Bases

- The Customer shall provide excavation, backfill, compaction and installation of junction boxes and switch bases
- Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.
- The Customer shall have a minimum of one compaction test over the compacted trench at all equipment pad and junction box locations. Additional compaction tests may be required at the discretion of Electrical Engineering.
- The top of all conduit risers ~~sweeps~~ shall not extend more than 4" above the bottom of the ground sleeve. Sweeps shall not be cut off without prior approval of Electrical Engineering.
- Extreme caution must be exercised during compaction so as not to damage or deform the ground sleeve or junction box during construction, wheel compaction using a backhoe or trencher shall not be permitted.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod(s) placement in equipment pads/bases.
- All installed equipment pads shall be a minimum of 45' from fire hydrants.
- Gravel shall be installed in the bottom of equipment. Consisting of 1-½" minus crushed limestone, at a depth of 4".
- Burial depth of equipment to be determined in the field by Electrical Engineering based on the Final Established Grade.

Transformer Pads

- The Customer shall provide excavation, backfill, compaction and installation of transformer pads.
- Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.

- The Customer shall have a minimum of one compaction test over the compacted trench at equipment pad location. Additional compaction tests may be required at the discretion of Electrical Engineering.
- The Customer may incorporate the transformer pad as an integral portion of a total equipment pad with the approval of the Electrical Engineering Division.
- Transformer pads shall be located a minimum of 3' from any obstructions on the sides and the back. The front of the transformer will require a minimum of 10' of unobstructed area.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod placement in transformer pads.
- All installed transformer pads shall be a minimum of 4' ~~5~~' from fire hydrants.
- The top of transformer pads shall be installed at 6" above the Final Established Grade.

Utility Equipment Protection

- Bollards, when required by Electrical Engineering, shall be provided and installed by Customer for utility equipment to protect from physical harm.
- A standard drawing for bollards will be provided with the detailed Electrical Engineering design.

Secondary Voltage Pedestals

- Adequate compaction at each pedestal location shall be completed by the Customer.
- All Pedestals shall be above ground style and- installed so the locking mechanism is ~~above~~ 4" above Final Established Grade as per engineered drawings, with the exception of installation in concrete or asphalt.
- Pedestals installed in concrete or asphalt shall be set flush with the top of the surface and shall be incidental drive over rated.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit placement.

Street Lights

- Drawings will be provided to the Customer with the detailed Electrical Engineering design for street light and pedestal locations, conduit size and route, and conductor size and type.
- All street light poles shall be installed such that centerline of the pole is plumb.
- Customer shall compact soil around the pole as it is backfilled to ensure it remains plumb.
- Street light foundation design shall be provided by the Electrical Engineering Division.
- Any Sonotube used to install street light bases shall be removed from the concrete base on the portion above ground.

Joint Use of Trench

- Dry utility conduits and cables may be placed in the same trench with the Utility conduits and cables.
- In a joint use trench, a minimum of 12" of vertical separation shall be maintained between conduits owned by the Utility and any other installed conduit owned by another entity.

- Non wire utilities such as gas, water and sewer shall not be installed in a joint trench with electrical and communication conduits.
- There shall be a 3' radial clearance between electric and Gas lines. ~~shall have a minimum 2' radial clearance from dry utilities.~~

Surface Restoration

- After installation is complete, the Customer is responsible for all surface restoration within their development and any other areas of disturbance associated with their project.

Section III - Customer Service Line Extension

General:

Payment for Distribution System invoices shall be paid in full before obtaining Certificate of Occupancy and/or Power being delivered.

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General Information

- Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
- Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
- Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
- Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
- All service lines shall reside on their respective lot or in an electrical easement.

Utility Provided Service Line

- The Utility shall provide and install one single phase residential service up to 320 amps per lot.
- The route of the service line shall be mutually agreed upon between the Customer and the Utility.
- The route shall be as short as practical and shall avoid all obstructions.
- No permanent structure shall be constructed over any Utility owned electrical line
- The Point of Service for all underground service lines shall be the line side of the Customer owned meter socket.
- The Point of Service for all overhead service lines shall be the connections at the weather head.
- All overhead service lines shall properly anchored. No screw in house knobs or eye screws allowed.
- The Customer shall provide and install the appropriate size meter base with a main breaker built in for single phase services.
- The Utility shall consult with the Customer to determine a mutually agreed upon location of the Customer owned meter socket.

- The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration~~.~~, at times this may be without notice.
- The Customer is responsible for all permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.
- At its discretion, the Utility may elect to install an overhead service within an overhead service area.

Customer Provided Residential Underground Service Line ~~Underground~~

- The Customer is responsible for service 400-amp service and above ~~320 amps in size~~ for single phase residential service.
- Access and availability for residential 3 phase service is extremely limited and at the discretion of Electrical Engineering.
- The Customer is responsible for all three phase services and self-contained meter bases.

Customer Provided Commercial and Industrial Underground Service Line

- Services 200 amps and below shall be installed to Utility design by the customer and maintained by the Utility for lots with only one service.
- All services 320 amps and above shall be installed per NEC requirements and maintained by the Customer.
- An address with multiple suites shall have individual Utility-owned meters.
- The Customer shall install the ~~three phase~~three-phase meter base along with an NEC approved disconnect.
- The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
- The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration.
- ~~Service above 320 amps single phase and all three phase services shall be under the jurisdiction of the City of Gillette Building Inspection Division and shall be installed to NEC.~~
- The Customer is responsible for permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

Service Line Upgrades, Modifications & Relocations

- All service line upgrades, modifications or relocations are the Customer's responsibility and shall be coordinated through Electrical Engineering.
- The Customer is responsible for permit fees and any additional Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

Multiple Services per Lot

- The Customer is responsible for all services for lots with more than one meter (i.e. a strip mall, four-plex or larger apartment buildings).
- The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.

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- Any project requiring more than 6 meter/disconnects shall be installed to meet NEC and be inspected and approved by the City of Gillette Building Inspection Division.
- All communication towers will be installed with a multi-gang meter base.

Disconnection & Reconnection of Service

- Only authorized Utility employees shall make connections or disconnections for all electric services.

Temporary Service

- The Customer is responsible for all costs to install temporary service(s) to the Utility point of service.
- A location usable throughout the construction period shall be selected.
- The Customer shall be responsible for stubbing into Utility equipment, as well as all removal and restoration.
- Should relocation become necessary, it shall be treated as a separate temporary service and require an additional fee.
- Temporary service for construction sites shall be located such that the meter is protected from physical damage.
- Permit for temporary service shall be obtained from Building Inspection.
- An account for temporary service shall be opened with Customer Service.
- Customer shall pay the current temporary service fee(s) to Customer Service.

Section IV - Mobile Home Parks (MHP)

New Mobile Home Parks

- The Customer shall install electrical systems in compliance with Utility construction standards following design provided by Electrical Engineering.
- The Customer shall install all service lines from transformer to meter pedestals.
- The Utility shall maintain service to each individual meter in the MHP. The point of service shall be the line side of the Customer owned meter pedestal.
- The Customer shall provide meter pedestals for each lot and this meter pedestal must comply with NEC.
- The Customer shall provide service from meter pedestal to the mobile home.
- The Customer owned meter pedestals and service line to the home shall be inspected by Building Inspection.
- The entire electrical system including meter pedestals shall be installed in permanent recorded easements.

Existing Mobile Home Parks

- All upgrades to existing MHP services shall be in compliance with current Utility construction standards.

- In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.

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Section V - Metering

General

- The Utility's tariff, rate schedule and the NEC require the delivery of each type and class of electrical service through one meter to one customer at one location.
- Customers are not authorized to relocate any meter belonging to the Utility or interfere in any way with the meter, its connections, or operation. This shall include removal or tampering with meter seals.
- ~~The meter~~ All metering equipment must be installed outdoors at a location that is readily accessible to Utility employees.
- ~~The meter~~ All metering equipment shall be accessible and shall not be installed over window wells, under stairways, under decks, inside enclosed porches, ~~-~~behind doors, or in other unsafe locations.
- The meter and metering equipment shall be at least 36" horizontally from a gas meter.
- Minimum space shall be maintained in front of all metering in accordance with the NEC
- The Customer shall consult with the Utility to find the best location for the meter that will facilitate meter reading, testing and replacement of meters.
- If a meter is made inaccessible by the installation of a fence, enclosure or other obstruction, the Customer shall, at their expense, move the meter to an accessible location approved by the Utility or remove the obstruction.
- All meter installations shall utilize the latest Utility metering technology. (i.e. AMI)

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Meter Sockets

- Customer shall provide and install the meter socket for single phase service up to 320 amps. The meter socket shall have a main breaker built into the assembly.
- Customer shall purchase from the City of Gillette Warehouse and install meter sockets for single or three phase services 400 amps and above.
- ~~Customer shall purchase from the City of Gillette Warehouse and install meter sockets for all three phase services.~~
- Ringed or ringless meter socket types shall be permitted.

Mounting of Meter Sockets

- The meter shall have a mounting height such that the center of the meter is not less than 4' or more than 5' above the Final Established Grade immediately in front of the meter location.
- Meter sockets must be plumb and level in all directions and securely mounted to a rigid structure.
- Meter sockets mounted on a building must be secured to wall studs. Where it is not possible to mount to wall studs, blocking between wall studs of at least two 2x4's shall be used.

- Conductors shall be securely fastened to their respective terminals and must be installed in a manner that will not interfere with the installation of the meter cover.
- Metering equipment shall not be installed on or in Utility owned transformers.
- Installation of finish surfaces (i.e. siding, brick, etc.) shall not interfere with the use of the factory knock-outs.

Instrument Rated Metering

- This type of metering applies to services ~~over 320~~ 400 amps and above single phase and ~~320~~ 400 amps and above three phase.
- The Utility shall provide the current transformers to the Customer for all instrument rated services.
- The Customer shall provide and install an enclosure to house the current transformers.
- Minimum size required for current transformer enclosure shall be:
  - 36" x 36" x 8" for three phase services ~~over 200~~ 400 amps and above
  - 24" x24" x 8" for single phase services ~~over 320~~ 400 amps and above.
- A larger size current transformer enclosure may be substituted if determined by the Customer's electrical professional.
- The Utility shall provide only window type current transformers. Customer provided current transformer enclosure shall accept only window type current transformers.
- Current transformers shall not be installed in Customer owned indoor switch gear.
- Current transformers must be installed outdoors at a location that is readily accessible to Utility employees.
- Current transformers shall not be installed in Utility owned transformers.
- Meter sockets shall not be installed on Utility owned transformers.
- The Utility shall be responsible for meter circuit wiring of all instrument rated meter installations.

Utility Approved Current Transformer Enclosure Alternatives

- Alternative 1:
  - The Customer shall provide a transition cabinet rated for the service. Customer shall install Utility provided current transformers over the bus inside the transition cabinet. Customer shall install the meter socket purchased from the Utility on the transition cabinet.
  - The utility shall be responsible for meter circuit wiring within the transition cabinet.
- Alternative 2:
  - The Customer shall provide outdoor rated switchgear with a Utility compartment included to house Utility provided current transformers. Customer shall install the meter socket purchased from the Utility on the outside of the Customer provided outdoor rated switchgear.
  - The utility shall be responsible for meter circuit wiring within the outdoor rated switchgear.

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Appendix 1

Standard Drawings

- Typical Trenching Detail
- Secondary Pedestal Installation
- Drive Over Secondary Pedestal Installation
- Single Phase Fiberglass Transformer Pad
- Three Phase Fiberglass 20" Transformer Pad
- Nordic Junction Box Ground Installation
- Switch Cabinet Base Installation
- Pad Mounted Equipment Clearances
- Equipment Placement – Front Lot Lines
- Equipment Placement – Rear Lot Lines
- Fire Hydrant Clearances
- Street Light Detail - Direct Bury – Residential
- Street Light & Foundation Detail – Highway
- Street Light & Foundation Detail – Shakespeare Acorn
- Typical Bollard Detail
- Meter Socket Installation
- CT Can Installation

Appendix 2 OLD VERSION. PDF CONTAINS UPDATED

Available Fault Current Data

Approximate Available Fault Current Tables

Single Phase	Voltage		Bay-O-Net	
kVA	120/240V	240/480V	Manufacturer	Fuse
10	4.8 kA	2.4 kA	Cooper	C04
15	6.0 kA	3.0 kA	Cooper	C04
25	10.0 kA	5.0 kA	Cooper	C04
37.5	12.8 kA	6.4 kA	Cooper	C04
50	18.4 kA	9.2 kA	Cooper	C04
75	29.9 kA	15.0 kA	Cooper	C06
100	36.9 kA	18.4 kA	Cooper	C08
167	61.6 kA	30.8 kA	Cooper	C10

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Three Phase	Voltage		Bay-O-Net	
kVA	120/208V	277/480V	Manufacturer	Fuse
45	9.0 kA	3.0 kA	Cooper	C04
75	21.8 kA	7.4 kA	Cooper	C04
112.5	25.7 kA	11.1 kA	Cooper	C04
150	43.5 kA	18.9 kA	Cooper	C06
225	51.3 kA	25.9 kA	Cooper	C06
300	63.8 kA	31.9 kA	Cooper	C08
500	88.7 kA	38.4 kA	Cooper	C10
750	44.3 kA	21.6 kA	Cooper	C12
1000	59.1 kA	24.7 kA	Cooper	C12
1500	90.3 kA	38.4 kA	Cooper	C14
2500	137.6 kA	59.6 kA	Cooper	C16

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Fault currents shown are approximations for estimating purposes only. Values shown are at the secondary connections of transformers. Some values may vary significantly from those shown. As transformers may be replaced, source and transformer impedances shall not be provided.- Customers requiring more detail information should contact the City of Gillette's Electrical Services Division at (307) 686-5277.

Appendix 3

Net Metering

This rate is applicable for electrical customer owned parallel generation facilities of less than 25 kW. Generation equipment will be designed to be compatible with the characteristics of the service that the customer receives from the utility.

For each month, the City will record both the energy delivered to the customer and the energy received from the customer. If the energy delivered to the customer is greater than the energy received from the customer, the customer will be billed for the difference under the rate applicable to that electrical customer.

If the energy delivered by the City electrical system is less than the energy received from the customer, the customer will not be billed for energy in that billing period and the surplus energy will be carried forward to the next billing period. In the first billing period of each year, if the customer's account has a credit for energy received from that customer, the customer will be compensated for the surplus at a rate not less than the City's average avoided cost for energy for the previous calendar year.

The City will supply and install an electric meter that will record the power flow delivered to the customer and received from the customer. The customer will supply all other equipment needed to ensure operation of customer owned generation. A separate lockable disconnect is required for all service applicable to this rate. The disconnect shall be accessible to City electrical utility personnel at all times.

The customer will install and maintain a separate disconnecting means for the generator(s). This disconnect shall be located where it is accessible to City electrical utility personnel. The disconnect shall have provisions to be padlocked in the open position and provisions to allow its use in the Utility's energy control plans. The disconnect shall be labeled. If the generator disconnect is not located within sight of the utility supply disconnect, a plaque showing the location of all disconnects shall be placed by each disconnect serving the facility.

The Customer will maintain a Power Factor for the generation equipment between .9 leading and .9 lagging at all times. For purposes of this requirement, the Power Factor for the generator will be measured at the generation disconnect. If the customer fails to maintain the Power Factor within this range, the City may require the customer to disconnect the generation equipment from interconnection with the City's system until the customer can demonstrate compliance.

The Customer is responsible for compliance with all applicable codes and standards, including but not limited to the National Electrical Code, the National Electric Safety Code, IEEE standard 1547 and the City of Gillette's Electrical Distribution Standards. The Electrical Services Division will review the generation equipment and its installation to ensure that it will be compatible with the City electrical distribution system and their approval is required before the generation equipment shall be connected to the City electrical distribution system and energized. The Customer will allow utility access to the generator's disconnecting means to allow utility staff to perform measurements to independently verify compliance with the above referenced

codes and standards. In accordance with IEEE Standard 1547, the generation equipment shall automatically disconnect from the utility's system in the event of loss of utility supply to the customer's meter. (Ord. 3745, 12-19-2011)

Appendix 4

Capital Contribution Fee

Anyone who requires connection to the City of Gillette's electrical distribution system shall pay a Capital Contribution Fee. This Capital Contribution Fee is intended to be a contribution to the capital cost of providing electrical distribution services. In the case of an expansion of an existing service, the Capital Contribution Fee shall only be for the amount by which the service is expanded from the existing service. The amount of the Capital Contribution Fee shall be adjusted by the City of Gillette from time to time, taking into account the current cost of material, equipment, labor and overhead expenses. In case of multiple services per building, the service entrance size shall be based on total service disconnect sizing. The Capital Contribution Fee is based on the total service disconnect size.

All Capital Contribution Fees shall be paid prior to the issuance of a Building Permit for this project or an Electrical permit if no Building Permit is issued. Capital Contribution Fees may not be transferred and may not be paid by Plant Investment Fee Credits. (Ord. 3497, 7-2-2007; Ord. 3538, 3-3-2008).

Electrical Utility System Service Size
Capital Contribution Schedule

Service Size	Voltage	Fee for each 100 amps of service or part thereof
Single Phase	120/240	$175.00
	120/208	$180.00
Three Phase	120/208	$315.00
	277/480	$727.00

~~Costs for service voltages other than those shown above will be calculated on a dollar per kVA basis by the Gillette Utility Department.~~

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Bills and Claims
Bills and Claims - Prepaids
UMB Bank
Wire Transfers

Expenditure Approval Report
Check Approval Date of 09/02/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
195251	OFFICE SUPPLY INVENTORY	313.97
195252	OFFICE SUPPLY INVENTORY	35.88
195253	OFFICE SUPPLY INVENTORY	377.88
195254	CUSTODIAL INVENTORY	67.44
	VENDOR TOTAL:	**795.17**
1511-NORCO INC		
195293	OFFICE SUPPLY INVENTORY	385.65
	VENDOR TOTAL:	**385.65**
	DIVISION TOTAL:	**1,180.82**
	DEPARTMENT TOTAL:	**1,180.82**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
195209	EMPLOYEE BANQUET VENUE DEPSOIT	150.00
	VENDOR TOTAL:	**150.00**
1958-PCA ENGINEERING INC		
195160	ECSC RE-SUBDIVISION	1,694.30
	VENDOR TOTAL:	**1,694.30**
	DIVISION TOTAL:	**1,844.30**
	DEPARTMENT TOTAL:	**1,844.30**

Expenditure Approval Report
Check Approval Date of 09/02/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.03
	VENDOR TOTAL:	**2,118.03**
1099-LEXISNEXIS MATTHEW BENDER		
195131	WY CODE 2025 CITATOR	319.23
	VENDOR TOTAL:	**319.23**
	DIVISION TOTAL:	**2,437.26**
	DEPARTMENT TOTAL:	**2,437.26**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
5143-RYAN SCHROCK		
195048	DRUG AND ALCOHOL TESTING	293.10
195138	DRUGS AND ALCOHOL	1,279.00
	VENDOR TOTAL:	**1,572.10**
1804-SIMPSON'S PRINTING		
195139	PD TRADING CARDS	22.50
195140	PD TRADING CARDS	22.50
	VENDOR TOTAL:	**45.00**
4305-STERLING INFOSYSTEMS, INC		
195106	BACKGROUND CHECKS	359.72
	VENDOR TOTAL:	**359.72**
	DIVISION TOTAL:	**4,094.87**
21-SAFETY		
1381-CITY OF GILLETTE		
195159	PETTY CASH REIMBURSEMENT 8/21/25	4.26
	VENDOR TOTAL:	**4.26**
	DIVISION TOTAL:	**4.26**
	DEPARTMENT TOTAL:	**4,099.13**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	10,590.24
	VENDOR TOTAL:	**10,590.24**
	DIVISION TOTAL:	**10,590.24**
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
194965	JULY 2025 COLLECTIONS	135.46
	VENDOR TOTAL:	**135.46**
3369-POSTAL PROS SOUTHWEST INC		
194966	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,944.43
195112	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,850.04
	VENDOR TOTAL:	**4,794.47**
2070-SOUTHERN COMPUTER WAREHOUSE		
195300	ORIGINAL PO 2251452 * IT * CASHIERING PRINTERS * M	10,282.80
	VENDOR TOTAL:	**10,282.80**
	DIVISION TOTAL:	**15,212.73**
34-INFORMATION TECHNOLOGY		
4893-ADVANCED NETWORK MANAGEMENT INC		
195246	RUBRIK BACKUP	237,205.19
	VENDOR TOTAL:	**237,205.19**
1358-CENTURYLINK		
195054	LONG DISTANCE SERVICE	145.17
	VENDOR TOTAL:	**145.17**
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	8,472.19
	VENDOR TOTAL:	**8,472.19**
5164-KEEPER SECURITY, INC		
195055	KEEPER PASSWORD SOFTWARE EXPANSION	9,014.60
	VENDOR TOTAL:	**9,014.60**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
4929-SKYDIO, INC		
195137	SKYDIO	9,509.00
	VENDOR TOTAL:	**9,509.00**
	DIVISION TOTAL:	**264,346.15**
	DEPARTMENT TOTAL:	**290,149.12**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2238-AXON ENTERPRISE INC		
195088	TASER	37,736.89
195089	TASER	9,594.00
	VENDOR TOTAL:	**47,330.89**
4481-BALCO UNIFORM CO., INC		
195077	NAME TAPES	108.42
195078	NAME TAPES	15.08
	VENDOR TOTAL:	**123.50**
2483-CAMPBELL COUNTY SHERIFF		
195076	JUNE 2025 PRISONER BILLING	1,875.00
	VENDOR TOTAL:	**1,875.00**
1368-CHILDREN'S HOME SOCIETY		
195070	FORENSIC INTERVIEW	150.00
195071	FORENSIC INTERVIEW	150.00
195072	FORENSIC INTERVIEW	150.00
195073	FORENSIC INTERVIEW	150.00
	VENDOR TOTAL:	**600.00**
1381-CITY OF GILLETTE		
195159	PETTY CASH REIMBURSEMENT 8/21/25	80.00
	VENDOR TOTAL:	**80.00**
1407-COMPASSCOM SOFTWARE		
195056	ADDITIONAL AVL LICENSES	299.00
	VENDOR TOTAL:	**299.00**
5134-COURTNEY LORRAINE FULGINITI		
195096	DUI BLOOD DRAW	75.00
195097	DUI BLOOD DRAW	75.00
195098	DUI BLOOD DRAW	75.00
195099	DUI BLOOD DRAW	75.00
195100	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**375.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2597-CRAIG FURMAN		
195092	DUI BLOOD DRAW	75.00
195093	DUI BLOOD DRAW	75.00
195094	DUI BLOOD DRAW	75.00
195095	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**300.00**
3034-DERRIC CULEY		
195091	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
1798-ENTENMANN ROVIN COMPANY		
195075	BADGE - Z PARKER	147.50
	VENDOR TOTAL:	**147.50**
1916-GALLS INC		
195079	PANTS - DAWE	252.00
195080	PANTS - WITHAM	84.00
195081	PANTS - WITHAM	84.00
195082	SHIRTS - NORLANDER AND SPRAGUE	775.00
	VENDOR TOTAL:	**1,195.00**
55555-MISC EMPLOYEE VENDOR		
195243	FY25/26 BOOT ALLOWANCE	189.95
	VENDOR TOTAL:	**189.95**
2053-PRO FORCE LAW ENFORCEMENT		
195297	FIREARMS	5,640.00
	VENDOR TOTAL:	**5,640.00**
1804-SIMPSON'S PRINTING		
195139	PD TRADING CARDS	22.50
195140	PD TRADING CARDS	22.50
	VENDOR TOTAL:	**45.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
195074	TRAINING - B NASSETT	325.00
	VENDOR TOTAL:	**325.00**
5170-THE ICE CREAM CAFE		
194964	ICE CREAM FOR NATIONAL NIGHT OUT	1,614.00
	VENDOR TOTAL:	**1,614.00**
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
195083	PD COUNSELING	200.00
195084	PD COUNSELING	200.00
195085	PD COUNSELING	200.00
	VENDOR TOTAL:	**600.00**
2388-WYOMING PEACE OFFICER ASSOC		
195086	2025 DUES	750.00
	VENDOR TOTAL:	**750.00**
	DIVISION TOTAL:	**61,564.84**
	DEPARTMENT TOTAL:	**61,564.84**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
194946	RUG CLEANING	19.82
194947	RUG CLEANING	45.05
194948	RUG CLEANING	46.10
194956	RUG CLEANING	19.82
194957	RUG CLEANING	45.05
194958	RUG CLEANING	46.10
	VENDOR TOTAL:	**221.94**
1511-NORCO INC		
195047	CUSTODIAL SUPPLIES AT CITY HALL	16.08
	VENDOR TOTAL:	**16.08**
3690-PRO WINDMILL INC		
195153	CITY HALL AND CITY WEST PEST SPRAYING	175.00
	VENDOR TOTAL:	**175.00**
	DIVISION TOTAL:	**413.02**
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
195235	SCHEDULING FOR THE FIELDS	500.00
	VENDOR TOTAL:	**500.00**
	DIVISION TOTAL:	**500.00**
51-PARKS		
1040-ALSCO		
194943	UNIFORM CLEANING	44.80
194953	UNIFORM CLEANING	46.84
	VENDOR TOTAL:	**91.64**
5115-DANE SCHILLER		
195146	NET REMOVAL GILLETTE LITTLE LEAGUE	2,500.00
	VENDOR TOTAL:	**2,500.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1114-LONG'S PLUMBING & HEATING INC		
195058	WEST RIDGE BACKFLOW TESTING/REPAIR	1,174.31
	VENDOR TOTAL:	**1,174.31**
1919-PAINTBRUSH SEWER & DRAIN		
195149	PORTA TOILETS AT BARIOUS PARKS	13,028.20
	VENDOR TOTAL:	**13,028.20**
2400-WYOMING WATER SOLUTIONS		
195049	DRINKING WATER	21.00
	VENDOR TOTAL:	**21.00**
	DIVISION TOTAL:	**16,815.15**
53-FORESTRY		
1290-MID WEST PEST MANAGEMENT		
195051	HONEY LOCUST TREES SPRAYED FOR HL PLANT BUG	1,220.00
195052	HONEY LOCUST TREES SPRAYED FOR HL PLANT BUG	870.00
195053	SPIDER MITE SPRAYING	1,430.00
	VENDOR TOTAL:	**3,520.00**
	DIVISION TOTAL:	**3,520.00**
54-STREETS		
1040-ALSCO		
194941	UNIFORM CLEANING	70.28
194950	UNIFORM CLEANING	70.28
	VENDOR TOTAL:	**140.56**
4887-GMCO CORPORATION		
195236	FY 25/26 ICE SLICE	6,204.60
195237	FY 25/26 ICE SLICE	3,957.66
195238	FY 25/26 ICE SLICE	4,890.78
	VENDOR TOTAL:	**15,053.04**
4239-JOSE GUERRERO		
195068	HYDROVAC	1,180.00
	VENDOR TOTAL:	**1,180.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
5167-KEYLA HODGES		
195067	JUNK REMOVAL	600.00
	VENDOR TOTAL:	**600.00**
1897-ONE CALL OF WYOMING COPR		
195231	ONE-CALL OF WYOMING	233.25
	VENDOR TOTAL:	**233.25**
1919-PAINTBRUSH SEWER & DRAIN		
195150	PORTA TOILETS	265.00
	VENDOR TOTAL:	**265.00**
2033-POWDER RIVER CONSTRUCTION		
195156	CONCRETE REPAIR 7TH ST AND GILLETTE AVE	20,000.00
	VENDOR TOTAL:	**20,000.00**
2035-POWDER RIVER ENERGY CORPORATION		
195059	ELECTRIC - SIGN LIGHTING HWY 14/16	44.12
195060	ELECTRIC - SIGN LIGHTING HWY 50	42.87
195061	ELECTRIC - WELCOME TO GILLETTE SIGN ON S HWY 59	46.13
	VENDOR TOTAL:	**133.12**
1802-SIMON CONTRACTORS		
195147	C CHIPS	453.34
	VENDOR TOTAL:	**453.34**
	DIVISION TOTAL:	**38,058.31**
	DEPARTMENT TOTAL:	**59,306.48**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	8,472.19
	VENDOR TOTAL:	**8,472.19**
1250-FIRST AMERICAN TITLE		
195101	RED HILLS TANK TITLE SEARCH	250.00
	VENDOR TOTAL:	**250.00**
2406-XEROX CORPORATION		
195310	ORIGINAL PO 2250989 * REPLACEMENT ENGINEERING MULT	235.00
	VENDOR TOTAL:	**235.00**
	DIVISION TOTAL:	**8,957.19**
61-BUILDING INSPECTION		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	4,207.06
	VENDOR TOTAL:	**4,207.06**
	DIVISION TOTAL:	**4,207.06**
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
195113	XP21 REPAIRS	735.00
	VENDOR TOTAL:	**735.00**
	DIVISION TOTAL:	**735.00**
	DEPARTMENT TOTAL:	**13,899.25**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
03-PUBLIC ACCESS		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	4,207.07
	VENDOR TOTAL:	**4,207.07**
	DIVISION TOTAL:	**4,207.07**
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
195159	PETTY CASH REIMBURSEMENT 8/21/25	27.00
	VENDOR TOTAL:	**27.00**
	DIVISION TOTAL:	**27.00**
32-JUDICIAL		
4966-APRIL SHIPPY		
195210	INTERPRETER	40.00
	VENDOR TOTAL:	**40.00**
2483-CAMPBELL COUNTY SHERIFF		
195076	JUNE 2025 PRISONER BILLING	1,625.00
	VENDOR TOTAL:	**1,625.00**
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
5147-LAP PACIFIC ENTERPRISES, LLC		
195136	DRY CLEANING	13.36
	VENDOR TOTAL:	**13.36**
1099-LEXISNEXIS MATTHEW BENDER		
195131	WY CODE 2025 CITATOR	319.23
	VENDOR TOTAL:	**319.23**
	DIVISION TOTAL:	**4,115.64**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
65-PUBLIC AFFAIRS ADMINISTRATION		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
	DIVISION TOTAL:	**2,118.05**
	DEPARTMENT TOTAL:	**10,467.76**
	FUND TOTAL:	**444,948.96**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1381-CITY OF GILLETTE		
195159	PETTY CASH REIMBURSEMENT 8/21/25	25.00
	VENDOR TOTAL:	**25.00**
1754-KLJ ENGINEERING LLC		
195244	2023 MCCANN HEIGHTS PROJECT	2,003.51
	VENDOR TOTAL:	**2,003.51**
1313-MOTOROLA		
195090	DISPATCH UPGRADE	142,180.75
	VENDOR TOTAL:	**142,180.75**
2033-POWDER RIVER CONSTRUCTION		
195156	CONCRETE REPAIR 7TH ST AND GILLETTE AVE	21,040.00
	VENDOR TOTAL:	**21,040.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
195114	SWITCHES TO CONNECT FIBER; SETUP IP ADDRESSES	665.00
	VENDOR TOTAL:	**665.00**
2415-ZABEL & ASSOCIATES		
195157	PROPERY APPRAISALS	5,000.00
	VENDOR TOTAL:	**5,000.00**
	DIVISION TOTAL:	**170,914.26**
	DEPARTMENT TOTAL:	**170,914.26**
	FUND TOTAL:	**170,914.26**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
71-ELECTRICAL ENGINEERING		
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	4,207.06
	VENDOR TOTAL:	**4,207.06**
	DIVISION TOTAL:	**4,207.06**
76-SCADA		
1447-ANIXTER POWER SOLUTIONS		
195247	SCADA-FR JEANS	902.46
	VENDOR TOTAL:	**902.46**
5151-CONDUX INTERNATIONAL INC.		
195261	ORIGINAL PO 2251524 * EE * FIBER MACHINE * TRON	5,578.82
	VENDOR TOTAL:	**5,578.82**
	DIVISION TOTAL:	**6,481.28**
	DEPARTMENT TOTAL:	**10,688.34**
	FUND TOTAL:	**10,688.34**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
195066	UE 39590 2100 FOX PARK	1,482.60
	VENDOR TOTAL:	**1,482.60**
	DIVISION TOTAL:	**1,482.60**
	DEPARTMENT TOTAL:	**1,482.60**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
194942	UNIFORM CLEANING	20.14
194951	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**40.28**
3894-CAMPBELL COUNTY LANDFILL		
195057	JULY 2025 LANDFILL	87,051.00
	VENDOR TOTAL:	**87,051.00**
	DIVISION TOTAL:	**87,091.28**
	DEPARTMENT TOTAL:	**87,091.28**
	FUND TOTAL:	**88,573.88**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2594-BOMGAARS SUPPLY		
195115	CLOTHING	103.98
195116	CLOTHING	119.97
195117	CLOTHING	120.84
	VENDOR TOTAL:	**344.79**
1211-BRENNTAG PACIFIC, INC		
195260	WATER * SALT FOR PINE RIDGE DISINFECTION FACILITY	14,833.00
	VENDOR TOTAL:	**14,833.00**
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
1684-DRM INC		
195118	REPLACE HYDRANT	2,220.75
	VENDOR TOTAL:	**2,220.75**
1792-ENERGY LABORATORIES INC		
194960	TESTING	69.00
195128	TESTING	119.00
195129	TESTING	66.00
195134	TESTING	119.00
195135	TESTING	69.00
195161	TESTING	708.30
195162	TESTING	63.60
	VENDOR TOTAL:	**1,213.90**
2028-FERGUSON ENTERPRISES LLC #3325		
195123	PARTS	524.44
	VENDOR TOTAL:	**524.44**
1858-FIREMASTER DEPT 1019		
194963	FIRE EXTINGUISHER	73.25
	VENDOR TOTAL:	**73.25**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
4895-HD SUPPLY INC		
195125	CHEMICALS	343.05
195126	CHEMICALS	284.32
195127	CHEMICALS	563.35
	VENDOR TOTAL:	**1,190.72**
1450-HDR ENGINEERING INC		
195241	PUMP STATION #1 UPGRADES - DES	5,195.44
	VENDOR TOTAL:	**5,195.44**
1575-HOMAX OIL		
194962	HYDRAULIC FLUID	626.70
	VENDOR TOTAL:	**626.70**
1511-NORCO INC		
195124	MULTIGAS DETECTOR	1,309.52
	VENDOR TOTAL:	**1,309.52**
1897-ONE CALL OF WYOMING COPR		
195231	ONE-CALL OF WYOMING	233.25
	VENDOR TOTAL:	**233.25**
4997-PVS DX INC		
195132	CHEMICALS	8,310.55
	VENDOR TOTAL:	**8,310.55**
2554-QUALITY AGG AND CONSTRUCTION INC		
195120	J-BASE	1,812.17
	VENDOR TOTAL:	**1,812.17**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
195119	REPAIRS AT DONKEY CREEK #1	1,827.66
	VENDOR TOTAL:	**1,827.66**
1802-SIMON CONTRACTORS		
194959	ROAD BASE	1,433.44
195121	ROAD BASE	1,033.47
195122	ROAD BASE	901.42

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1802-SIMON CONTRACTORS		
195133	ROAD BASE	2,793.57
	VENDOR TOTAL:	**6,161.90**
2731-WATERWORKS INDUSTRIES		
195304	WATER - 3" VALVE FOR M-11 *ELI	1,100.00
	VENDOR TOTAL:	**1,100.00**
	DIVISION TOTAL:	**49,096.09**
	DEPARTMENT TOTAL:	**49,096.09**
	FUND TOTAL:	**49,096.09**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
194935	UE 4234 201 LAUREL	39.72
194982	UE 41276 503 KILKENNY	12.28
194983	UE 19228 801 4TH	2.60
194984	UE 38002 3000 SADDLE STRING	203.23
194985	UE 40294 2705 SANDALWOOD	75.71
194986	UE 27604 1101 DESERT HILLS	9.94
194987	UE 10166 519 OVERDALE	23.96
194988	UE 11168 3201 ECHETA	14.99
194989	UE 7062 2413 LODAHL	59.60
194990	UE 14974 14 INDEPENDENCE	412.39
194991	UE 3860 407 LAUREL	164.00
194992	UE 8230 800 ROHAN	133.35
194993	UE 4570 2365 MAHOGANY	48.26
194994	UE 40662 2103 APPLECREEK	24.70
194995	UE 18134 803 STANLEY	17.43
194996	UE 27686 1101 DESERT HILLS	610.03
194997	UE 37086 3708 RED LODGE	332.98
194998	UE 14492 509 LINCOLN	85.02
194999	UE 20567 7125 ROBIN	32.52
195000	UE 36330 4505 ALISON	24.06
195001	UE 7048 3201 FITZPATRICK	164.32
195002	UE 35610 1054 COUNTRY CLUB	81.46
195023	UE 12174 272 KAROK	0.41
195024	UE 3766 201 BOXELDER	145.87
195025	UE 3708 201 BOXELDER	60.02
195026	UE 16795 5441 SWANSON	311.92
195027	UE 18348 1003 CHURCH	32.94
195028	UE 20637 7135 ROBIN	168.96
195029	UE 31904 810 LARAMIE	162.05

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
195030	UE 35412 717 EXPRESS	155.45
195031	UE 32494 4520 RUNNING W	94.36
195032	UE 9200 702 RICHARDS	126.40
195033	UE 27672 1101 DESERT HILLS	36.49
195034	UE 32442 4516 RUNNING W	11.69
195035	UE 35196 707 EXPRESS	40.64
195036	UE 21035 341 NOGALES	66.03
195037	UE 42612 2677 LEDOUX	191.47
195039	UE 35566 1068 COUNTRY CLUB	479.70
195040	UE 27290 1001 DESERT HILLS	134.28
195041	UE 25226 34 MERCANTILE	17.92
195042	UE 11444 2301 NOGALES	190.22
	VENDOR TOTAL:	**4,999.37**
	DIVISION TOTAL:	**4,999.37**
	DEPARTMENT TOTAL:	**4,999.37**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
4968-COMPUTERSHARE TRUST COMPANY, N.A.		
195130	CTII BOND TRUSTEE FEES	2,750.00
	VENDOR TOTAL:	**2,750.00**
3004-DEPARTMENT OF ENERGY		
195110	JULY 2025 ENERGY	83,879.29
	VENDOR TOTAL:	**83,879.29**
1450-HDR ENGINEERING INC		
195224	WESTERN TIE 69KV TRANSMISSION	6,663.75
	VENDOR TOTAL:	**6,663.75**
1264-MCM GENERAL CONTRACTORS		
195225	ANNUAL TRENCHING AND BORING AG	10,079.50
195226	ANNUAL TRENCHING AND BORING AG	24,167.50
195227	ANNUAL TRENCHING AND BORING AG	5,665.50
195228	ANNUAL TRENCHING AND BORING AG	1,473.75
195230	ANNUAL TRENCHING AND BORING AG	16,362.85
	VENDOR TOTAL:	**57,749.10**
55555-MISC EMPLOYEE VENDOR		
195211	TRAVEL REIMBURSEMENT	520.34
	VENDOR TOTAL:	**520.34**
1897-ONE CALL OF WYOMING COPR		
195231	ONE-CALL OF WYOMING	233.70
	VENDOR TOTAL:	**233.70**
2035-POWDER RIVER ENERGY CORPORATION		
195111	JULY 2025 69KV WHEELING	6,955.40
	VENDOR TOTAL:	**6,955.40**
2071-PROELECTRIC INC		
195232	ANNUAL MISCELLANOUS ELECTRICAL	727.26
195233	ANNUAL MISCELLANOUS ELECTRICAL	749.76

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2071-PROELECTRIC INC		
195234	ANNUAL MISCELLANOUS ELECTRICAL	942.76
	VENDOR TOTAL:	**2,419.78**
	DIVISION TOTAL:	**161,171.36**
	DEPARTMENT TOTAL:	**161,171.36**
	FUND TOTAL:	**166,170.73**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
195038	UE 36222 1410 MICHELLE	52.06
	VENDOR TOTAL:	**52.06**
	DIVISION TOTAL:	**52.06**
	DEPARTMENT TOTAL:	**52.06**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
195102	UNIFORM CLEANING	147.18
195141	UNIFORM CLEANING	146.58
	VENDOR TOTAL:	**293.76**
1197-BORDER STATES ELECTRIC		
195258	ORIGINAL PO 2251519* WW * HOIST LIFT * BRETT	6,249.00
	VENDOR TOTAL:	**6,249.00**
1363-CHEMSEARCH		
195207	CHEMICALS	8,104.15
	VENDOR TOTAL:	**8,104.15**
1522-CUES INC		
195144	PARTS	1,135.32
195145	PARTS	205.72
	VENDOR TOTAL:	**1,341.04**
2442-DAVIS & CANNON LLP		
195107	DEFEND CLAIMS FOR BREACH OF CONTRACT	1,567.50
195108	DEFEND CLAIMS FOR BREACH OF CONTRACT	852.50
195109	DEFEND CLAIMS FOR BREACH OF CONTRACT	330.00
	VENDOR TOTAL:	**2,750.00**
1792-ENERGY LABORATORIES INC		
195104	TESTING	34.80
195105	TESTING	77.70
195142	TESTING	105.60
195206	TESTING	1,602.30
	VENDOR TOTAL:	**1,820.40**
1892-FRANDSON SAFETY INC		
195103	MULTI-GAS MONITOR CALIBRATION	105.00
	VENDOR TOTAL:	**105.00**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
5118-MANDROS PAINTING INC		
195154	WWTP REHAB OVERCOATING	218,468.00
	VENDOR TOTAL:	**218,468.00**
1264-MCM GENERAL CONTRACTORS		
195229	ANNUAL TRENCHING AND BORING AG	13,982.33
	VENDOR TOTAL:	**13,982.33**
5025-MECHANICAL DESIGN WORKS		
195143	ENGINEERING SERVICES	500.00
	VENDOR TOTAL:	**500.00**
1897-ONE CALL OF WYOMING COPR		
195231	ONE-CALL OF WYOMING	233.25
	VENDOR TOTAL:	**233.25**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
195208	REPLUM PVC DOWN SPOUT	1,042.86
	VENDOR TOTAL:	**1,042.86**
5133-SLETTEN CONSTRUCTION OF WYOMING, INC		
195240	WWTP PH II CMAR	19,690.00
	VENDOR TOTAL:	**19,690.00**
2406-XEROX CORPORATION		
195310	ORIGINAL PO 2250989 * REPLACEMENT ENGINEERING MULT	235.00
	VENDOR TOTAL:	**235.00**
	DIVISION TOTAL:	**274,814.79**
	DEPARTMENT TOTAL:	**274,814.79**
	FUND TOTAL:	**274,866.85**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1019-ADECCO EMPLOYMENT SERVICES		
195152	TEMP HELP AT CITY WEST	812.80
195164	TEMP HELP AT CITY WEST	1,955.80
	VENDOR TOTAL:	**2,768.60**
1040-ALSCO		
194940	RUG CLEANING	57.75
194949	RUG CLEANING	57.75
	VENDOR TOTAL:	**115.50**
1077-ARCHITECTURAL SPECIALTIES LLC		
195151	REPAIR SOUTH GATE AT WAREHOUSE YARD	346.94
	VENDOR TOTAL:	**346.94**
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
1511-NORCO INC		
195163	CITY WEST SIGN	41.94
	VENDOR TOTAL:	**41.94**
1919-PAINTBRUSH SEWER & DRAIN		
195148	TRASH AT SHOP	100.00
	VENDOR TOTAL:	**100.00**
	DIVISION TOTAL:	**5,491.03**
	DEPARTMENT TOTAL:	**5,491.03**
	FUND TOTAL:	**5,491.03**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1016-ADAMSON POLICE PRODUCTS		
195245	PD INVENTORY	800.00
	VENDOR TOTAL:	**800.00**
1447-ANIXTER POWER SOLUTIONS		
195248	WATER INVENTORY	671.50
195249	VEHICLE MAINTANCE INVENTORY	69.00
195250	ELECTRICAL INVENTORY	467.88
	VENDOR TOTAL:	**1,208.38**
2594-BOMGAARS SUPPLY		
195257	VEHICLE MAINTENANCE WAREHOUSE	133.92
	VENDOR TOTAL:	**133.92**
1197-BORDER STATES ELECTRIC		
195259	ELECTRICAL INVENTORY	180.90
	VENDOR TOTAL:	**180.90**
2852-CORE & MAIN		
195272	WATER INVENTORY	1,532.85
195273	WATER INVENTORY	42.72
195274	WATER INVENTORY	6,597.80
	VENDOR TOTAL:	**8,173.37**
1870-FLAGSHOOTER LLC		
195277	WATER INVENTORY	835.37
195278	ELECTRICAL INVENTORY	835.37
	VENDOR TOTAL:	**1,670.74**
1422-GILLETTE CONTRACTORS SUPPLY INC		
195262	WATER INVENTORY	268.92
195263	WATER INVENTORY	438.90
195264	WATER INVENTORY	258.48
195265	WATER INVENTORY	622.82
195266	PARKS INVNETORY	667.98
195267	WATER INVENTORY	89.88

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
195268	PARKS INVENTORY	1,496.52
195269	STREETS INVENTORY	1,260.12
195270	PARKS INVNETORY	1,972.20
195271	WATER INVENTORY	748.80
	VENDOR TOTAL:	**7,824.62**
1479-NEWMAN SIGNS INC		
195287	TRAFFIC INVENTORY	900.00
195288	TRAFFIC INVENTORY	1,056.00
	VENDOR TOTAL:	**1,956.00**
1511-NORCO INC		
195291	ELECTRICAL INVENTORY	59.84
195292	ELECTRICAL INVENTORY	129.96
195294	ELECTRICAL INVENTORY	68.88
195295	ELECTRICAL INVENTORY	181.83
	VENDOR TOTAL:	**440.51**
5078-PARTSONE LLC		
195296	VEHICLE MAINTANCE WAREHOUSE	125.64
	VENDOR TOTAL:	**125.64**
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
195301	ELECTRICAL INVENTORY	40.15
195302	VEHICLE MAINTANCE WAREHOUSE	327.42
	VENDOR TOTAL:	**367.57**
2731-WATERWORKS INDUSTRIES		
195303	WATER INVENTORY * SAMPLE STATION ORDER	1,798.00
	VENDOR TOTAL:	**1,798.00**
2289-WESCO DISTRIBUTION INC		
195305	ELECTRICAL INVENTORY	448.00
195306	ELECTRICAL INVENTORY	1,428.00
195307	ELECTRICAL INVENTORY	2,738.37

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2289-WESCO DISTRIBUTION INC		
195308	WATER INVENTORY	372.48
195309	ELECTRICAL INVENTORY	126.80
	VENDOR TOTAL:	**5,113.65**
2410-XYLEM WATER SOLUTIONS USA INC		
195311	WASTE WATER INVENTORY	31,113.00
	VENDOR TOTAL:	**31,113.00**
	DIVISION TOTAL:	**60,906.30**
	DEPARTMENT TOTAL:	**60,906.30**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
194945	RUG CLEANING	28.69
194955	RUG CLEANING	28.69
195205	RUG CLEAINNG	28.69
	VENDOR TOTAL:	**86.07**
	DIVISION TOTAL:	**86.07**
	DEPARTMENT TOTAL:	**86.07**
	FUND TOTAL:	**60,992.37**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1167-BIG HORN TIRE INC		
195255	VM INVENTORY	163.00
195256	VM INVENTORY	166.00
	VENDOR TOTAL:	**329.00**
4909-COULTER WEST		
195299	VM INVENTORY	504.00
	VENDOR TOTAL:	**504.00**
4417-DOOLEY OIL, INC		
195276	VM INVENTORY	3,723.30
	VENDOR TOTAL:	**3,723.30**
1575-HOMAX OIL		
195285	VM INVENTORY	3,293.18
	VENDOR TOTAL:	**3,293.18**
5050-HUGHES FIRE EQUIPMENT, INC.		
195286	VM INVENTORY	888.74
	VENDOR TOTAL:	**888.74**
3398-JACK'S TRUCK CENTER INC		
195281	VM INVENTORY	14.05
195282	VM INVENTORY	12.49
195283	VM INVENTORY	41.64
195284	VM INVENTORY	59.46
	VENDOR TOTAL:	**127.64**
4967-RDO EQUIPMENT CO		
195298	VM INVENTORY	234.80
	VENDOR TOTAL:	**234.80**
	DIVISION TOTAL:	**9,100.66**
	DEPARTMENT TOTAL:	**9,100.66**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
194944	UNIFORM CLEANING	119.68
194954	UNIFORM CLEANING	120.36
	VENDOR TOTAL:	**240.04**
1167-BIG HORN TIRE INC		
195006	TIRE REPAIR	57.75
195007	TIRES	5,776.48
195008	TIRE REPAIRS	32.75
195167	TIRES	1,317.00
195168	TIRE REPAIR	30.95
	VENDOR TOTAL:	**7,214.93**
1171-BIGHORN HYDRAULICS INC		
195012	PARTS	164.86
195169	PARTS	10.00
	VENDOR TOTAL:	**174.86**
1525-CUMMINS ROCKY MOUNTAIN INC		
195044	RE	4,696.64
195045	REPAIRS	3,520.46
	VENDOR TOTAL:	**8,217.10**
3862-DADS TRUCK AND AUTO LLC		
195019	TOW	560.00
	VENDOR TOTAL:	**560.00**
1606-DELL MARKETING LP		
195275	REPLACEMENT LAPTOP COMPUTER	2,118.05
	VENDOR TOTAL:	**2,118.05**
2645-GREINER MOTOR COMPANY		
195009	PARTS	430.10
195010	PARTS	1,626.48
195011	PARTS	447.40
195193	RETURN PARTS	-561.74

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2645-GREINER MOTOR COMPANY		
195194	PARTS	29.33
195195	PARTS	312.16
195196	PARTS	211.14
195197	PARTS	57.25
195198	PARTS	109.55
	VENDOR TOTAL:	**2,661.67**
4128-GROSSENBURG IMPLEMENT INCORPORATED		
195170	PARTS	484.60
195171	PARTS	479.60
195172	PARTS	227.20
	VENDOR TOTAL:	**1,191.40**
1575-HOMAX OIL		
194961	CORE DEPOSIT	-80.00
	VENDOR TOTAL:	**-80.00**
3398-JACK'S TRUCK CENTER INC		
194980	PARTS	146.65
194981	PARTS	62.79
195003	PARTS	292.54
195190	PARTS	30.45
195191	PARTS	162.63
195192	PARTS	129.32
	VENDOR TOTAL:	**824.38**
4462-JOE JOHNSON EQUIPMENT, LLC		
195043	PARTS	1,257.27
	VENDOR TOTAL:	**1,257.27**
4987-LAWSON PRODUCTS, INC.		
195165	PARTS	471.60
	VENDOR TOTAL:	**471.60**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
195020	TESTING	207.90
195166	TESTING	20.95
	VENDOR TOTAL:	**228.85**
1511-NORCO INC		
195004	FIRST AID KIT	45.22
195005	FIRE EXTINGUISHER AND FIRST AID KIT	197.15
	VENDOR TOTAL:	**242.37**
5078-PARTSONE LLC		
194967	PARTS	6.46
194968	PARTS	103.04
194969	PARTS	16.82
194970	PARTS	35.69
194971	PARTS	177.62
194972	PARTS	520.53
194973	PARTS	177.62
194975	PARTS	25.95
194976	PARTS	10.53
194977	PARTS	12.26
194978	PARTS	6.29
194979	PARTS	16.75
195199	RETURN PARTS	-27.00
195200	PARTS	19.64
195201	PARTS	4.53
195202	PARTS	16.00
195203	PARTS	16.48
195204	PARTS	107.18
	VENDOR TOTAL:	**1,246.39**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2120-RAZOR CITY RENTAL		
195176	PARTS	225.82
	VENDOR TOTAL:	**225.82**
4967-RDO EQUIPMENT CO		
195017	PARTS	772.47
195018	RETURN PARTS	-60.42
	VENDOR TOTAL:	**712.05**
2152-ROCKY MOUNTAIN HOIST SERVICE		
195173	ANNUAL LIFT AND HOIST INSPECTION	2,160.00
	VENDOR TOTAL:	**2,160.00**
1976-STOTZ EQUIPMENT		
195046	PARTS	778.39
	VENDOR TOTAL:	**778.39**
2315-THUNDER BASIN FORD LLC		
195013	PARTS	123.18
195014	PARTS	148.68
195015	PARTS	12.34
195016	REPAIRS	292.50
195174	PARTS	22.30
	VENDOR TOTAL:	**599.00**
2309-WHITE'S FRONTIER MOTORS		
195021	REPAIRS	7,402.42
	VENDOR TOTAL:	**7,402.42**
2385-WYOMING MACHINERY CO		
195022	REPAIRS	24,912.21
195177	PARTS	50.85
	VENDOR TOTAL:	**24,963.06**
	DIVISION TOTAL:	**63,409.65**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
4292-CAR-KNACK INC		
195178	FLOOR LINERS	150.00
195179	FLOOR LINERS	150.00
195180	FLOOR LINERS	150.00
195181	FLOOR LINERS	150.00
195182	FLOOR LINERS	150.00
	VENDOR TOTAL:	**750.00**
4909-COULTER WEST		
195183	WRAP KIT	750.00
195184	WRAP KIT	750.00
195185	WRAP KIT	750.00
195186	WRAP KIT	1,000.00
195187	WRAP KIT	750.00
195188	WRAP KIT	750.00
195189	WRAP KIT	750.00
	VENDOR TOTAL:	**5,500.00**
3398-JACK'S TRUCK CENTER INC		
195279	ORIGINAL PO 2250262 * TRASH TRUCK	408,532.00
195290	ORIGINAL PO 2251351 * 2 NEW REFUSE TRUCKS	342,514.00
	VENDOR TOTAL:	**751,046.00**
5078-PARTSONE LLC		
194974	PARTS	18.08
	VENDOR TOTAL:	**18.08**
2315-THUNDER BASIN FORD LLC		
195175	PARTS	6.17
	VENDOR TOTAL:	**6.17**
	DIVISION TOTAL:	**757,320.25**
	DEPARTMENT TOTAL:	**820,729.90**
	FUND TOTAL:	**829,830.56**
	GRAND TOTAL:	**2,101,573.07**

Expenditure Approval Report
Check Approval Date of 08/19/2025

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
194920	UE 23538 1200 LINCOLN	3,574.41
194921	UE 16398 1607 LINCOLN	1,155.40
194922	UE 42928 1022 ROBERTSON	7,408.76
194923	UE 39784 3917 ARIEL	1,393.30
194924	UE 39734 3907 ARIEL	1,317.30
194925	UE 39744 3909 ARIEL	1,365.66
194926	UE 39754 3911 ARIEL	1,231.91
194927	UE 39764 3913 ARIEL	1,251.53
194928	UE 39866 3933 ARIEL	1,325.59
194929	UE 6338 614 VIVIAN	1,054.53
	VENDOR TOTAL:	**21,078.39**
	DIVISION TOTAL:	**21,078.39**
	DEPARTMENT TOTAL:	**21,078.39**
	FUND TOTAL:	**21,078.39**
	GRAND TOTAL:	**21,078.39**

Expenditure Approval Report
Check Approval Date of 08/19/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
194930	VOID DONE IN ERROR	13.00
	VENDOR TOTAL:	**13.00**
	DIVISION TOTAL:	**13.00**
	DEPARTMENT TOTAL:	**13.00**
	FUND TOTAL:	**13.00**
	GRAND TOTAL:	**13.00**

Expenditure Approval Report
Check Approval Date of 08/20/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
1197-BORDER STATES ELECTRIC		
194911	IT * ADDITIONAL RSLOGIX LICENSE FOR SCADA * MIKE P	4,697.40
	VENDOR TOTAL:	**4,697.40**
	DIVISION TOTAL:	**4,697.40**
	DEPARTMENT TOTAL:	**4,697.40**

Expenditure Approval Report
Check Approval Date of 08/20/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
194931	SCHEDULING FOR THE FIELDS	325.00
	VENDOR TOTAL:	**325.00**
	DIVISION TOTAL:	**325.00**
54-STREETS		
4267-HECTOR FUENTES		
194883	CONCRETE REPAIR	14,993.00
	VENDOR TOTAL:	**14,993.00**
	DIVISION TOTAL:	**14,993.00**
	DEPARTMENT TOTAL:	**15,318.00**
	FUND TOTAL:	**20,015.40**
	GRAND TOTAL:	**20,015.40**

Expenditure Approval Report
Check Approval Date of 08/21/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
194884	NATURAL GAS - 528 EXCHANGE AVE	34.90
	VENDOR TOTAL:	**34.90**
	DIVISION TOTAL:	**34.90**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
194885	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	149.63
	VENDOR TOTAL:	**149.63**
	DIVISION TOTAL:	**149.63**
	DEPARTMENT TOTAL:	**184.53**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
194886	NATURAL GAS - 950 W WARLOW DR	42.25
194887	NATURAL GAS - 808 W WARLOW DR	42.25
194888	NATURAL GAS - 201 E 5TH, 3903 FOOTHILLS BLVD	1,591.36
	VENDOR TOTAL:	**1,675.86**
	DIVISION TOTAL:	**1,675.86**
51-PARKS		
3379-BLACK HILLS ENERGY		
194889	NATURAL GAS - 2909 S DOUGLAS HWY	45.03
	VENDOR TOTAL:	**45.03**
	DIVISION TOTAL:	**45.03**
54-STREETS		
3379-BLACK HILLS ENERGY		
194890	NATURAL GAS - 800 N BURMA AVE, BLD 414	101.05
	VENDOR TOTAL:	**101.05**
	DIVISION TOTAL:	**101.05**
	DEPARTMENT TOTAL:	**1,821.94**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
62-TRAFFIC SAFETY		
3379-BLACK HILLS ENERGY		
194905	TRAFFIC SAFETY STORAGE SHED GAS SERVICE INSTALL	5,046.08
	VENDOR TOTAL:	**5,046.08**
	DIVISION TOTAL:	**5,046.08**
	DEPARTMENT TOTAL:	**5,046.08**
	FUND TOTAL:	**7,052.55**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
194888	NATURAL GAS - 201 E 5TH, 3903 FOOTHILLS BLVD	45.03
194891	NATURAL GAS - 200 ROCK RD, GEN	43.62
194892	NATURAL GAS - 816 W WARLOW DR	101.71
194899	NATURAL GAS - N EXCHANGE, DOUD, W LAKEWAY	86.59
	VENDOR TOTAL:	**276.95**
	DIVISION TOTAL:	**276.95**
77-SWIMMING POOL		
3379-BLACK HILLS ENERGY		
194893	NATURAL GAS - 909 S GILLETTE AVE	3,542.27
	VENDOR TOTAL:	**3,542.27**
	DIVISION TOTAL:	**3,542.27**
	DEPARTMENT TOTAL:	**3,819.22**
	FUND TOTAL:	**3,819.22**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
194894	NATURAL GAS - 940 W WARLOW DR	42.25
	VENDOR TOTAL:	**42.25**
	DIVISION TOTAL:	**42.25**
	DEPARTMENT TOTAL:	**42.25**
	FUND TOTAL:	**42.25**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
194895	NATURAL GAS - 4520 UNIVERSITY RD	45.03
194896	NATURAL GAS - 1700 PLUM CREEK	36.98
194897	NATURAL GAS - 3101 S GARNER LAKE RD	333.02
194898	NATURAL GAS - 2881 S GARNER LAKE RD	44.34
	VENDOR TOTAL:	**459.37**
	DIVISION TOTAL:	**459.37**
	DEPARTMENT TOTAL:	**459.37**
	FUND TOTAL:	**459.37**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
194899	NATURAL GAS - N EXCHANGE, DOUD, W LAKEWAY	42.25
194901	NATURAL GAS - 611 N EXCHANGE AVE, 22	140.20
194902	NATURAL GAS - 561 COMMERCIAL DR	110.49
194903	NATURAL GAS - 624 COMMERCIAL DR	211.36
	VENDOR TOTAL:	**504.30**
	DIVISION TOTAL:	**504.30**
	DEPARTMENT TOTAL:	**504.30**
	FUND TOTAL:	**504.30**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
194904	NATURAL GAS - 800 BURMA AVE	115.90
	VENDOR TOTAL:	**115.90**
	DIVISION TOTAL:	**115.90**
	DEPARTMENT TOTAL:	**115.90**
	FUND TOTAL:	**115.90**
	GRAND TOTAL:	**11,993.59**

Expenditure Approval Report
Check Approval Date of 08/22/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
194938	ENERGOV REFUND	25.00
	VENDOR TOTAL:	**25.00**
	DIVISION TOTAL:	**25.00**
	DEPARTMENT TOTAL:	**25.00**
	FUND TOTAL:	**25.00**

Expenditure Approval Report
Check Approval Date of 08/22/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
194939	BALANCE DUE - ENTERED WRONG AMOUNT	437.07
	VENDOR TOTAL:	**437.07**
	DIVISION TOTAL:	**437.07**
	DEPARTMENT TOTAL:	**437.07**
	FUND TOTAL:	**437.07**
	GRAND TOTAL:	**462.07**

Expenditure Approval Report
Check Approval Date of 08/18/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2503-DELTA DENTAL OF WYOMING		
194906	JULY 2025 ADMIN FEES AND CLAIMS	27,025.55
	VENDOR TOTAL:	**27,025.55**
1912-GALLAGHER BENEFIT SERVICES, INC		
194910	AUGUST 2025 SHORT TERM DISABILITY ADMIN FEES	156.25
	VENDOR TOTAL:	**156.25**
3687-OPTUM HEALTH FINANCIAL SERVICES		
194907	JULY 2025 HSA MONTHLY MAINTENANCE FEE	217.25
194908	JULY 2025 COBRA PARTICIPANT FEE	140.80
	VENDOR TOTAL:	**358.05**
	DIVISION TOTAL:	**27,539.85**
	DEPARTMENT TOTAL:	**27,539.85**
	FUND TOTAL:	**27,539.85**
	GRAND TOTAL:	**27,539.85**

Expenditure Approval Report
Check Approval Date of 07/31/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
66666-MISC P-CARD VENDOR		
194374	NATL LEAGUE OF CITIES CONF - MAYOR LUNDVALL - SEAT	19.34
194375	NATL LEAGUE OF CITIES CONF - MAYOR LUNDVALL - SEAT	19.34
194377	DC TRIP - AIRFARE - MAYOR LUNDVALL	2,445.97
194395	DINNER MEETING - ANTARES	353.21
194405	RECOGNITION PLAQUES FOR OUTGOING CITIZEN ADVISORY	210.00
194425	DC TRIP - TIM CARSRUD - SEAT & BAGGAGE CHARGE	120.00
194426	DC TRIP - TIM CARSRUD - BAGGAGE & SEAT CHARGE	120.00
194427	DC TRIP - TIM CARSRUD - AIRFARE	1,178.71
194442	DC TRIP - CAR RENTAL	595.41
194563	LUNCH MTG - MAYOR, COUNCILMAN CLARY, MIKE COLE, SE	65.00
194609	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE	342.21
194633	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE, HARPSTR	211.02
194634	DC TRIP - PARKING	30.00
194635	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE, HARPSTR	312.35
194661	DC TRIP - MEAL - MIKE COLE	9.67
194662	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE, JIM FOR	273.65
194663	DC TRIP - PARKING	31.00
194671	HEIDI GROSS - IDAHO NATL LABS TRIP - HOTEL	404.54
194672	NATHAN MCLELAND - IDAHO NATL LAB TRIP - HOTEL	404.54
194673	CHRIS SMITH - IDAHO NATL LAB TRIP - HOTEL	404.54
194694	DC TRIP - PARKING	21.00
194695	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE	41.81
194696	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE	177.45
194697	DC TRIP - MEALS - LUNDVALL, CARSRUD, COLE, JIM FOR	54.13
194707	NATL LEAGUE OF CITIES CONF - MAYOR LUNDVALL - SEAT	19.34
194708	NATL LEAGUE OF CITIES - MAYOR LUNDVALL - SEAT CHAR	49.44
194709	NATL LEAGUE OF CITIES - MAYOR LUNDVALL - SEAT CHAR	58.04
194710	NATL LEAGUE OF CITIES CONF - MAYOR LUNDVALL - SEAT	19.34
194711	NATL LEAGUE OF CITIES MTG - AIRFARE - MAYOR LUNDVA	817.93

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
66666-MISC P-CARD VENDOR		
194725	EXXON FREDERICK TRAVEL	15.31
194726	TRAVEL TO DENVER TO PICK UP COUNCIL MEMBERS GROSS/	42.87
194735	TIM CARSRUD - DC TRIP - HOTEL	837.16
194736	MAYOR LUNDVALL - DC TRIP - HOTEL	837.16
194739	MIKE COLE - DC TRIP - CAR RENTAL	468.62
194823	IDAHO NATL LAB TRIP - HEIDI GROSS - AIRFARE REFUND	-120.99
	VENDOR TOTAL:	**10,889.11**
	DIVISION TOTAL:	**10,889.11**
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
194760	CASPER STAR TRIBUNE SUBSCRIPTION	33.99
	VENDOR TOTAL:	**33.99**
66666-MISC P-CARD VENDOR		
194372	DC TRIP - MIKE COLE - TRAVEL (SEAT & BAGGAGE CHARG	120.00
194373	DC TRIP - MIKE COLE - TRAVEL (BAGGAGE & SEAT CHARG	120.00
194376	DC TRIP - AIRFARE - MIKE COLE	1,177.64
194737	MIKE COLE - DC TRIP - HOTEL & PARKING	1,095.42
194738	DC TRIP - MIKE COLE - TRAVEL (BAGGAGE FEE)	40.00
194858	OFFICE SUPPLIES	25.47
	VENDOR TOTAL:	**2,578.53**
	DIVISION TOTAL:	**2,612.52**
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
194370	4TE*CULLIGAN OF GILLETTE WATER	48.00
194550	ALBERTSONS #0067 SNACKS WELLNESS PRESENTATION	38.96
194817	ALBERTSONS #0067 SNACKS FOR WELLNESS/HR PRESENTATI	38.96
194851	4TE*CULLIGAN OF GILLETTE WATER	60.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
194865	EMPLOYEE APPRECIATION ENTERTAINMENT 2026	1,000.00
	VENDOR TOTAL:	**1,185.92**
	DIVISION TOTAL:	**1,185.92**
	DEPARTMENT TOTAL:	**14,687.55**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
194402	SNOOZE BREAKFAST FOR MAYRA & BETH	61.50
194404	UBER *TRIP TAXI	24.97
194409	TST*HASTA MANANA DINNER MAYRA & BETH	58.81
194421	TST*MIKES RED TACOS - R FOOD	5.38
194422	TST*MIKES RED TACOS - R DINNER	26.77
194437	TST*MIKES RED TACOS - R LUNCH	29.33
194446	IN *INNOVATIVE CREDIT CREDIT REPORT	25.00
194447	TST*HASTA MANANA DINNER FOR MAYRA & BETH	49.43
194448	SOCIETYFORHUMANRESOURCE MEMBERSHIP	299.00
194464	PORTO VISTA HOTEL BETHS ROOM	621.32
194465	PORTO VISTA HOTEL	621.32
194466	UBER *TRIP TAXI	18.95
194472	TST*HARUMAMA NOODLES AND LUNCH	40.38
194481	TST*HARUMAMA NOODLES AND LUNCH	35.27
194656	REWARD GATEWAY (US) ERC	2,000.00
194818	OFFICE DEPOT #2635 SIGN HOLDER	9.99
194839	MOUNTAIN STATE EMPLOYE TRAINING FOR MAYRA & WARRIE	550.00
	VENDOR TOTAL:	**4,477.42**
	DIVISION TOTAL:	**4,477.42**
21-SAFETY		
66666-MISC P-CARD VENDOR		
194751	LYFT *RIDE SUN 1PM Taxi	37.19
194757	UNITED 0164315098917 Checked bags	40.00
194758	DEN SMASH BURGER B 2138 Dinner	23.96
194759	HYATT REG ORLANDO FB Food	12.78
194773	TST*JOJOS SHAKE BAR - O Dinner	12.65
194820	SQ *SHAKE SHACK Food	7.44
194852	HYATT REGENCY ORLANDO Hotel & Food	1,197.93
194853	1519 JCS ORLANDO I-DR Dinner	80.56

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
21-SAFETY		
66666-MISC P-CARD VENDOR		
194854	DEN SMASH BURGER B 2138 Dinner	31.42
194855	UNITED 0164316658373 Checked Bags	40.00
194856	LYFT *RIDE FRI 1PM Taxi	27.37
	VENDOR TOTAL:	**1,511.30**
1458-NATIONAL SAFETY COUNCIL		
194615	NATIONAL SAFETY COUNCIL MEMBERSHIP	849.00
	VENDOR TOTAL:	**849.00**
	DIVISION TOTAL:	**2,360.30**
	DEPARTMENT TOTAL:	**6,837.72**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
66666-MISC P-CARD VENDOR		
194386	QDOBA 2748 INVESTMENT ADVISORY COMMITTEE MEETING L	210.00
194487	NGMA MEMBERSHIP RENEWAL FOR CHEYENNE	174.00
	VENDOR TOTAL:	**384.00**
	DIVISION TOTAL:	**384.00**
27-PURCHASING		
66666-MISC P-CARD VENDOR		
194390	AMAZON MKTPL*N353R1OX2 - GROCERY BAG HOLDER/ELECTR	21.80
	VENDOR TOTAL:	**21.80**
	DIVISION TOTAL:	**21.80**
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
194424	SSL.COM CLOUD SERVICES SSL CERTIFICATES	14.99
194483	CIS BENCHMARK MS-ISAC MEMBERSHIP	4,995.00
194516	AMAZON MKTPL*NL8S00360 DESK SECURITY MIRROR	40.97
194577	AMAZON MKTPL*NR44W84G0 POWER INJECTORS	337.39
194578	MENARDS GILLETTE WY SURFACE CONDUIT & BATTERY	14.47
194699	PADDLE.NET* IMAZING PHONE BACKUP SOFTWARE	140.00
194700	SHELTERMANAGER LTD SHELTER MANAGER	395.00
194862	AMAZON MKTPL*EX9EO0CW3 LABELS	58.85
	VENDOR TOTAL:	**5,996.67**
	DIVISION TOTAL:	**5,996.67**
	DEPARTMENT TOTAL:	**6,402.47**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
194381	ALBERTSONS #0067 - NIBRS TRAINING	25.61
194392	AMAZON MKTPL*N393773W2 - TICKETS FOR NATIONAL NIGH	36.92
194434	ROCKY MOUNTAIN TACTICA - PRATHER TRAINING	442.90
194441	SP SHOPPRIMETIME - BIKE PATROL SUPPLIES	295.95
194459	SPORTSMANS WAREHOUSE 255 - SLINGS FOR FIREARMS	142.96
194460	AMERICAN ASSOCIATION OF P - ROZIER MEMBERSHIP	125.00
194461	VOIANCE LLC - INTERPRETATION SERVICES	130.64
194462	BEARS NATURALLY CLEAN - DRY CLEANING	98.50
194463	PRESENT A PLAQUE - CERTIFICATES	325.00
194479	JIMMY JOHNS - 2009 - ECOM - CAPTAIN INTERVIEWS	83.27
194480	UPS*1902799914 - PACKAGE SENT FOR DETECTIVES	46.01
194503	SQ *MANNING WRECKER SERVI - TOW	120.00
194504	AMAZON MKTPL*NL1WZ7ZD0 - PATROL CAR FIRST AID KITS	96.50
194505	SQ *FIXIN' STITCHES - PATCHES ON SHIRTS	147.00
194520	JIMMY JOHNS - 2009 - ECOM - INTERVIEWS	60.64
194522	AMAZON MKTPL*NL2C45TQ1 - PATROL CAR ITEMS	271.84
194535	BOZEMAN TRAIL STEAKHOU - INVESTIGATOR MEETING & LU	50.86
194536	WM SUPERCENTER #1485 - FIREARMS SUPPLIES	12.78
194537	THE HOME DEPOT #6005 - SPEAKER FOR SRT	41.98
194538	SPORTSMANS WAREHOUSE 255 - FIREARMS SUPPLIES	19.99
194541	IN *PATCH SUPPLY INC - CHEVRONS	54.00
194542	WALMART.COM 8009256278 - WATER FOR PD & ACO	49.20
194558	POCKETPRESS - WY CRIMINAL LAW BOOKS	109.40
194559	SPORTSMANS INTERNET STORE - AMMO CABINET X 2	566.98
194574	NATIONAL NIGHT OUT TEMPORARY TATTOOS	44.00
194575	NATIONAL NIGHT OUT TEMPORARY TATTOOS	171.00
194581	SPORTSMANS WAREHOUSE 255 - FIREARMS SUPPLIES	79.90
194586	POCKETPRESS - CREDIT FOR OVERCHARGE	-9.99
194587	AMERICAN ASSOCIATION OF P - WAGEMAN MEMBERSHIP DUE	125.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
194602	TEXAS ROADHOUSE #2157 - SRO BASIC	61.04
194603	WM SUPERCENTER #1956 - SRO BASIC	53.13
194605	BLUE360 MEDIA LLC - LAW BOOKS	1,278.49
194617	JERSEY MIKES 41004 - SRO BASIC	28.07
194618	PANDA EXPRESS #2068 - SRO BASIC	26.50
194619	CAFE RIO 0049 BILLINGS - SRO BASIC	31.75
194628	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	165.00
194653	TRACTOR SUPPLY CO #1896 - STOCK TANK FOR NATIONAL	114.99
194682	TST*CITY BREW COFFEE - C - SRO BASIC	15.20
194683	MACKENZIE RIVER BLGS HTS - SRO BASIC	56.00
194684	CHICK-FIL-A #04733 - SRO BASIC	26.18
194688	BEARS NATURALLY CLEAN - DRY CLEANING	189.75
194717	DOUBLETREE HOTELS - SRO BASIC LEWIS	614.00
194718	DOUBLETREE HOTELS - SRO BASIC MUSSELL	614.00
194719	JERSEY MIKES 41004 - SRO BASIC	30.08
194720	TST*CITY BREW COFFEE - C - SRO BASIC	21.00
194721	TST*CITY BREW COFFEE - C - SRO BASIC	15.65
194722	TEXAS ROADHOUSE #2157 - SRO BASIC	72.00
194723	CAFE RIO 0049 BILLINGS - SRO BASIC	36.65
194746	SP ZERO9 SOLUTIONS LLC - K9 FRITZ COLLAR CASE	59.99
194761	ANIMAL MEDICAL CENTER OF - K9 GRU	1,154.93
194774	360TRAINING.COM - SMALL TIPS	499.00
194797	LAWENFORCEMENT SUPPORT - WARRANT FOR DETECTIVES	150.00
194822	NATIONAL NIGHT OUT TEMPORARY TATTOOS	70.00
194870	AMAZON MKTPL*OB8RY3O03 - IPHONE CASES FOR UPGRADE	920.74
194871	SAMSCLUB.COM - CONDIMENTS FOR NATIONAL NIGHT OUT	71.84
194880	PILOT_00759 - HOANG TRAVEL	39.93
	VENDOR TOTAL:	**10,179.75**
	DIVISION TOTAL:	**10,179.75**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
41-DISPATCH		
66666-MISC P-CARD VENDOR		
194847	ODP BUS SOL LLC # 101080 - DISPATCH CHAIR	315.99
	VENDOR TOTAL:	**315.99**
	DIVISION TOTAL:	**315.99**
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
194764	MCDONALD'S F33714 - EMERGENCY FINANCIAL FOR VICTIM	5.41
	VENDOR TOTAL:	**5.41**
	DIVISION TOTAL:	**5.41**
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
194511	SQ *THAT EMBROIDERY PLACE - ANIMAL CONTROL UNIFORM	57.96
	VENDOR TOTAL:	**57.96**
	DIVISION TOTAL:	**57.96**
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
194394	BOMGAARS #66 GILLETTE - ANIMAL CARE	9.49
194401	ANIMAL MEDICAL CENTER OF - GRANT	185.50
194438	MWI ANIMAL HEALTH - ANIMAL CARE	209.00
194468	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	185.50
194470	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	185.12
194486	ANIMAL MEDICAL CENTER OF - RABIES	26.00
194490	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	273.60
194491	ANIMAL MEDICAL CENTER OF - RABIES	9.50
194497	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	196.00
194498	ANIMAL MEDICAL CENTER OF - RABIES	132.00
194499	MENARDS GILLETTE WY - ANIMAL CARE	22.97
194523	RED HILLS VETERINARY HOSP - DONATIONS	38.20
194529	ANIMAL MEDICAL CENTER OF - RABIES	19.00
194543	ANIMAL MEDICAL CENTER OF - GRANT	165.50

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
194544	ANIMAL MEDICAL CENTER OF - RABIES	33.00
194561	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	422.50
194569	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	63.75
194589	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	468.41
194640	WOEHL VETERINARY SERVICE - RABIES	99.00
194641	WOEHL VETERINARY SERVICE - RABIES	153.00
194642	WOEHL VETERINARY SERVICE - RABIES	108.00
194643	WOEHL VETERINARY SERVICE - RABIES	45.00
194644	WOEHL VETERINARY SERVICE - RABIES	18.00
194645	ANIMAL MEDICAL CENTER OF	234.00
194657	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	95.75
194668	ANIMAL MEDICAL CENTER OF - RABIES	176.00
194669	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	117.00
194689	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	432.70
194690	ANIMAL MEDICAL CENTER OF - GRANT / SPAY & NEUTER	225.50
194743	THE HOME DEPOT #6005 - SHELTER SUPPLIES	8.98
194744	WAL-MART #1485 - OFFICE SUPPLIES	7.88
194745	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	218.50
194753	MUIRLANDS/ FRD ADJ - REIMBURSEMENT FOR UNAUTHORIZE	-10.00
194754	HEARING CHAR/FRD ADJ - REIMBURSEMENT FOR UNAUTHOR	-15.00
194755	HEARING CHAR/ FRD AD - REIMBURSEMENT FOR UNAUTHOR	-20.00
194765	AMAZON RETA* 5L8YL2BH3 - ANIMAL CARE	3.95
194766	AMAZON MKTPL*7Z3D57YV3 - OFFICE SUPPLIES / ANIMAL	51.22
194780	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	68.50
194840	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	367.61
194872	ANIMAL MEDICAL CENTER OF - RABIES	121.00
194877	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	401.50
194879	RED HILLS VETERINARY HOSP - SPAY & NEUTER	172.75
	VENDOR TOTAL:	**5,725.88**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
2163-ZOETIS INC		
194410	ZOETIS INC - SHELTER VACCINATIONS	247.00
194411	ZOETIS INC - SHELTER VACCINATIONS	1,003.50
	VENDOR TOTAL:	**1,250.50**
	DIVISION TOTAL:	**6,976.38**
	DEPARTMENT TOTAL:	**17,535.49**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
66666-MISC P-CARD VENDOR		
194389	WALL MOUNTED COMPUTER MOUNTS FOR TV'S/ CONF. ROOMS	113.96
194391	CUSTODIAL SUPPLIES	142.64
194399	ELEVATOR FLOORING	329.95
194413	WEED SPRAYER	949.99
194457	CHAMBERS REPLACEMENT LIGHTS	89.64
194458	INSTALL NEW TV IN PD NOC	31.95
194495	CH ELEVATOR FLOORING	110.32
194515	LIGHTING WIRE PD EOC LIGHTING	155.60
194584	REPAIR PARTS FOR PD WEST	80.89
194585	PD EOC LED LIGHTING UPGRADE	95.68
194620	CW COFFEE POT REPLACEMENT PARTS	449.46
194623	CITY HALL DOOR REPAIRS	520.00
194777	PD DRONE ROOM	153.08
194801	PD DRONE ROOM	407.91
194844	LIGHTING PARTS	268.78
	VENDOR TOTAL:	**3,899.85**
	DIVISION TOTAL:	**3,899.85**
50-PUBLIC WORKS ADMIN		
66666-MISC P-CARD VENDOR		
194638	MATERIAL TO BUILD FORM FOR MEMORIAL BENCH	14.85
194639	MATERIAL FOR MEMORIAL BENCH AT DALBEY	39.20
194666	MATERIAL FOR MEMORIAL BENCH AT DALBEY	18.42
	VENDOR TOTAL:	**72.47**
	DIVISION TOTAL:	**72.47**
51-PARKS		
66666-MISC P-CARD VENDOR		
194378	DALBEY PARK IRRIGATION REPAIRS	79.00
194387	GIFT CARD FOR ANGI KLAMM	62.90
194414	PARTS TO REPAIR SPRAYER ON UNIT 150121	34.98

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
194428	DALBEY PARK IRRIGATION REPAIRS	30.96
194449	DALBEY PARK DRINKING FOUNTAIN REPAIR	14.07
194467	DALBEY MEMORIAL PARK	3.06
194474	DALBEY PARK IRRIGATION REPAIRS	10.02
194484	REPLACEMENT OUTLET FOR FIRESTATION	3.58
194485	REPLACEMENT FOR OUTDATED ITEMS IN FIRST AID KIT	21.12
194492	ECSC BATTING CAGES	190.05
194496	REPAIR PARTS SUNFLOWER	19.14
194506	BACK FLOW REPAIR PARTS	298.40
194507	REPAIR PARTS FOR WILLEMETTE	233.47
194532	INSECTICIDE DALBEY PARK	628.21
194533	REPLACEMENT POWER WASHER	458.48
194545	HWY 59	290.71
194567	ANT KILLER FOR CITY PARK UTILITY ROOM	11.97
194576	BOYD ABELSETH SAFETY BOOTS	150.00
194588	VISE FOR TRUCK/ VALVE BOXES HWY 59	455.76
194590	DISTILLED WATER FOR SPLASH PAD/ CAULK FOR SPLASH P	13.71
194595	REFUND WRONG BREAKER	-18.26
194596	REPLACEMENT BREAKER AND OUTLET FOR LIONS POINT	32.24
194597	REPLACEMENT BREAKER AND OUTLET FOR LIONS POINT	25.45
194606	BACK FLOW REPAIR PARTS ECSC MULTI	361.43
194610	DALBEY IRRIGATION SUPPLIES	203.36
194613	ECSC BATTING CAGES	-190.05
194614	ECSC BATTING CAGES	190.05
194616	GRASS PATCH FOR IRRIGATION	194.91
194630	BACK FLOW REPAIR PARTS FOR SUNBURST PARK	209.48
194646	BABY CHANGING STATIONS SHIPPING	58.24
194647	MAIN RR REPAIR HAND DRYER DALBEY PARK	23.77
194658	U BOLTS FOR PITCHING SCREEN WHEELS	13.20

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
194675	DALBEY PARK BRATTON SHELTER REPAIR	16.19
194676	DALBEY PARK REPAIR DRINKING FOUNTAIN EDWARDS SHELT	18.46
194677	DALBEY PARK MAIN RR REPAIR	25.35
194685	BOLTS FOR PARK SIGNS	33.84
194691	RETURN U BOLTS WRONG SIZE	-4.04
194692	POWER WASHER FOR FIRE STATION	499.99
194702	DALBEY SUPPLIES	29.99
194705	PHONE CASE	36.98
194706	BABY CHANGING STATIONS	1,173.56
194733	CABLES TO LOCK DOWN GOALS	23.98
194742	SUNFLOWER PARK REPAIR	1.39
194781	PARKS EDGER	399.99
194786	FOR HOLE AT GILLETTE CAMPUS	42.90
194809	MATERIAL TO REPAIR LITTLE LEAGUE CONCESSION STAND	11.60
194830	SPRAY PAINT FOR CITY PARK	6.88
194831	PLAY SAND FOR CITY PARK HORSE SHOE PITS	27.92
194832	PLAY SAND FOR CITY PARK HORSE SHOE PITS	55.84
194841	TURF TAPE FOR MULTIPURPOSE FIELD PATCHES	26.22
194843	LAKESIDE PARK	8.36
194845	MATERIAL TO REPLACE LATCH ON CONCESSION STAND DOOR	5.61
194846	SUPPLIES TO WASH UNIT #70	23.96
194878	DALBEY SUPPLIES	16.99
194881	ECSC MULTI DRINKING FOUNTAIN REPAIR	38.31
	VENDOR TOTAL:	**6,633.68**
2038-POWDER RIVER POWER		
194674	DALBEY PARK REPAIRS DRINKING FOUNTAIN	41.55
	VENDOR TOTAL:	**41.55**
	DIVISION TOTAL:	**6,675.23**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
53-FORESTRY		
66666-MISC P-CARD VENDOR		
194665	KEYS/ KEY RINGS FOR NEW POSITIONS/ HIRES	228.08
194701	CLEANER FOR CABS OF VEHICLES	13.98
	VENDOR TOTAL:	**242.06**
	DIVISION TOTAL:	**242.06**
54-STREETS		
66666-MISC P-CARD VENDOR		
194493	BAKED GOODS	44.95
194687	FOR PATCH TRUCK	29.97
194712	POWER WASHER HOSE EXTENTION FOR STREETS MOW CREW	29.98
194772	DRILL BITS/GILLETTE AVENUE STREET LIGHTS	99.60
194790	TOOLS/GILLETTE AVENUE STREET LIGHTS	20.77
194791	BLOWER	550.00
194834	IMPACT/ DRILL BITS	153.03
194835	NEW INSOLES FOR WORK BOOTS	22.49
194850	SAFETY BOOTS FOR LONNIE	168.29
	VENDOR TOTAL:	**1,119.08**
	DIVISION TOTAL:	**1,119.08**
	DEPARTMENT TOTAL:	**12,008.69**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
194418	AIRLINE TICKET - ICMA CONFERENCE - RY M.	618.84
194419	AIRLINE TICKET - WESTERN PLANNER CONF. - RY M.	842.19
194433	OAPA CONFERENCE - RY M.	470.91
194445	ICMA CONFERENCE - RY M.	555.00
194654	EN/BI MEETING - JOE S., MATT O., ALEX B., KERWIN B	324.45
194655	EN MEETING - JOE S., MATT O., ALEX B., TOBY F., KE	226.60
	VENDOR TOTAL:	**3,037.99**
	DIVISION TOTAL:	**3,037.99**
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
194787	INT'L CODE COUNCIL INC - ANNUAL MEMBERSHIP DUES	170.00
194869	Amazon.com*LK7J12YV3 - OFFICE SUPPLIES	34.43
	VENDOR TOTAL:	**204.43**
	DIVISION TOTAL:	**204.43**
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
194380	SIGN HEIGHT SIGNS - GREG BOWMAN	430.91
194649	POLARIZED SAFETY GLASSES	36.89
194650	SIGN SUPPLIES - LAG SCREWS	11.48
194826	SIGN BOSS LLC - SIGN BLANK	27.60
	VENDOR TOTAL:	**506.88**
	DIVISION TOTAL:	**506.88**
63-PLANNING		
66666-MISC P-CARD VENDOR		
194500	OAPA CONFERENCE - MEREDITH D. AND SHANNON S.	733.80
	VENDOR TOTAL:	**733.80**
	DIVISION TOTAL:	**733.80**
	DEPARTMENT TOTAL:	**4,483.10**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
194430	WAMCAT DUES - CITY CLERK	77.84
194431	WAMCAT DUES - DEPUTY CLERK	77.84
194502	TRAINING - DEPUTY CLERK	180.00
194546	AMAZON MKTPL*NL1G77XO1 PHONE EXPANSION MODULES	280.00
194686	STAMPS STMNT. 6.17.25-7.17.25	48.74
	VENDOR TOTAL:	**664.42**
	DIVISION TOTAL:	**664.42**
65-PUBLIC AFFAIRS ADMINISTRATION		
66666-MISC P-CARD VENDOR		
194371	PIO NETWORK MEETING EXPENSE	23.40
194573	ASCAP ANNUAL SUBSCRIPTION FEE	450.50
194821	MEETING EXPENSE	24.00
194857	CANVA MONTHLY SUBSCRIPTION	30.00
	VENDOR TOTAL:	**527.90**
	DIVISION TOTAL:	**527.90**
	DEPARTMENT TOTAL:	**1,192.32**
	FUND TOTAL:	**63,147.34**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
66666-MISC P-CARD VENDOR		
194420	S-STATION BOARDS AT DALBEY - CENTRAL CONTROL PH 2	675.00
	VENDOR TOTAL:	**675.00**
	DIVISION TOTAL:	**675.00**
	DEPARTMENT TOTAL:	**675.00**
	FUND TOTAL:	**675.00**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
66666-MISC P-CARD VENDOR		
194415	MEADOW SPRING CB	112.15
194416	MEADOW SPRING CB	275.06
194417	MADISON M13	655.19
194423	BORDER STATES INDUSTRIES CLAMPS FOR REGIONAL WATER	3.36
194443	MADISON M13	421.00
194444	MADISON M13	36.45
194469	AMERICAN RD CB	230.13
194473	BORDER STATES INDUSTRIES CONDUIT REGIONAL WATER SI	99.01
194488	AMERICAN RD CB	18.68
194489	AMERICAN RD CB	83.26
194747	MADISON M13	24.74
194748	MADISON M15	98.96
194749	MADISON M15	554.32
194810	MADISON M15	376.18
	VENDOR TOTAL:	**2,988.49**
	DIVISION TOTAL:	**2,988.49**
	DEPARTMENT TOTAL:	**2,988.49**
	FUND TOTAL:	**2,988.49**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
194604	PUBLIC HEARING NOTICE	116.29
194625	SERVICE CHARGE (06.15.25 TO 07.15.25)	37.49
	VENDOR TOTAL:	**153.78**
	DIVISION TOTAL:	**153.78**
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
194385	REFUND OF TAX/CITY DISCOUNT	-37.40
	VENDOR TOTAL:	**-37.40**
	DIVISION TOTAL:	**-37.40**
76-SCADA		
66666-MISC P-CARD VENDOR		
194365	SIDE CUTTERS FOR FIBER LABEL KIT	60.57
194454	THE HOME DEPOT #6005 - JACOB TOOLS	57.57
194455	BOOT BARN #77 - STEEL TOE WORK BOOTS	179.99
194456	WYOMING WORK WAREHOUSE - 26SC01 Safety Boots	179.99
194553	GRAY MATTER SYSTEMS LLC - Jacob Norfolk IFIX Train	2,569.85
194815	CORDLESS HAMMER DRILL FOR JACOBS TRUCK	620.00
	VENDOR TOTAL:	**3,667.97**
	DIVISION TOTAL:	**3,667.97**
	DEPARTMENT TOTAL:	**3,784.35**
	FUND TOTAL:	**3,784.35**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
194382	PAINT FOR SIGNS AT DONKEY CREEK/PINE RIDGE & MADIS	41.30
194383	TRUCK STOCK	21.35
194396	SUPPLIES FOR SANITARY SURVEY	11.76
194397	PAINT BRUSHES & LINERS FOR REGIONAL BLDGS	26.02
194406	BORDER STATES INDUSTRIES - PS1 ANALYZER RACK RECEP	258.75
194407	SUPPLIES FOR MAIN BREAK @ 3114 SUTHERLAND	154.74
194439	HYDRANT EXTENSION FOR WW	830.07
194440	FORMING CONCRETE OUT EAST	117.36
194453	THE HOME DEPOT #6005 - PS1 ANALYZER RACK RECEPTACL	70.30
194477	SUPPLIES FOR CLEANING TRUCK & TRAILOR FOR PARADE	37.85
194478	FLAGS & FLAG HOLDERS FOR PARADE FLOAT	149.92
194482	TRUCK STOCK UNIT 148	21.97
194494	ORANGE JERSEY FLAG/MAGNETIC BANNER & FLAG HOLDER	49.76
194501	SHACKLE FOR RENTED MACHINE & 4 STRAPS RATED TO LIF	233.63
194510	30" MADISON B.O. REPAIR	54.98
194517	PIPETTE FOR PRDF	66.40
194518	SUPPLIES FOR D-ROAD	30.22
194530	BLADES FOR MULTI TOOL ON UNIT 33/ DRILL BITS FOR C	70.94
194547	LED LIGHT FIXTURE FOR STONEGATE	196.25
194549	TOOLS FOR UNITS 159 & 119	122.81
194551	LCRR/LCR UPDATED COURSE FOR CJ	196.00
194555	SUPPLIES FOR PRDF	12.76
194564	TOOLS FOR TRUCK 228	103.55
194565	CURB STOP KEY	9.63
194566	TOOLS FOR TRUCK 228	129.16
194570	PUMP FOR SWAMP COOLER @ PS-3	52.52
194582	WORK CLOTHES	65.69
194591	TRUCK STOCK UNIT 148	76.93
194592	OPERATOR HOURS TRAINING	75.00

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
194593	PARTS FOR REPAIR ON TRITON	395.96
194594	TOOL FOR TRUCK 119/CABLES TO JUMP GENERATOR ON F45	44.47
194598	SUPPLIES FOR PAINTING REGIONAL BLDGS, DOORS & PIPE	66.90
194600	WORK CLOTHES	189.22
194601	WORK SHIRTS	20.48
194621	BRICKS TO HOLD UP "T" OF B.O. FOR BACKFILL	5.60
194622	EROSION CONTROL ON THE 30"	517.45
194636	PART FOR PRESSURE TESTING	40.76
194637	FLASHLIGHTS	99.99
194651	DEF FOR RENTAL MACHINE ON B.O.	94.63
194664	PARTS FOR APACHE	75.34
194667	WAT - REGIONAL PSS3	691.52
194693	30" MADISON B.O. REPAIR	124.23
194698	WORK CLOTHES	135.95
194713	WYDOT ORANGE SAFETY VESTS (NOT STOCKED @ WAREHOUSE	217.11
194714	PLANNER	24.99
194715	SHRINK WRAP FOR GREASE GUN	19.79
194716	SUPPLIES FOR WELL BOOKS	101.88
194727	HYDROLIC FLUID FOR RENTAL MACHINE	157.59
194728	DC1 OIL CHANGE REPAIR	80.19
194729	RATCHET STRAPS (2 FOR TRUCK 129 & 1 FOR TRUCK 42	81.00
194730	REGULATOR FOR AIRLINES (TRUCK 42)	172.25
194734	WYOMING LEVEL 1 WATER TREATMENT PLANT EXAM	106.00
194740	AIR LINES	423.39
194741	SUPPLIES TO UPDATE THE WELL BOOKS	150.23
194750	TABS FOR WELL BOOKS	58.40
194752	WORK CLOTHES	187.97
194756	LEADVILLE OPERATOR CLASS LINEN FOR HOUSING	45.00
194762	REGISTRATION FOR WWA ANNUAL MEETING	360.50

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
194763	PRDF GENERATOR REPAIR (GEN 20)	175.49
194768	LEADVILLE OPERATOR CLASS (7/20/25 DINNER)	36.99
194769	FUEL FOR TAVEL TO LEADVILLE OPERATOR CLASS	23.00
194775	WYOWARN/WYDEQ MEETING (7/22/25 DINNER)	36.89
194776	SUPPLIES FOR RENTED EQUIPMENT	73.48
194784	FUEL TO TRAVEL TO LEADVILLE OPERATOR CLASS	68.00
194785	LEADVILLE OPERATOR CLASS (7/21/25 DINNER)	47.00
194788	PAINT SUPPLY FOR REGIONAL DOORS & PIPE	45.54
194789	WORK BOOTS & CLOTHES	298.97
194792	REGIONAL 30" MADISON B.O. SPLASH PAD	284.01
194793	WYOWARN/WYDEQ MEETING (7/22/25 LUNCH)	30.07
194795	CRUM ELECTRIC SUPPLY CO - DC2 BP4 WIRE UP	259.14
194796	THE HOME DEPOT #6005 - PINE RIDGE WELL FIELD FIBER	71.85
194798	NEW WORK BOOTS	200.00
194800	LABEL MAKER TAPE/OFFICE SUPPLIES	51.48
194808	LEADVILLE OPERATOR CLASS (7/22/25 LUNCH)	29.99
194811	HOSE FOR PUMP ON UNIT 33	219.18
194812	WORK CLOTHES - M. PIERINI	229.46
194814	PRDF COMMUNICATIONS CARD FOR VFD	258.50
194816	M9 VFD HEAT SINK FANS	1,303.68
194827	WYOWARN/WYDEQ MEETING (7/24/25 BREAKFAST)	25.61
194828	WYOWARN/WYDEQ (7/23/25 DINNER)	27.20
194829	WYOWARN/WYDEQ MEETING (7/23/25 LUNCH)	22.02
194833	SUPPLIES TO FIX 501 MILLS IRRIGATION LINE BROKEN W	67.54
194842	LEADVILLE OPERATOR CLASS (7/23/25 LUNCH)	24.99
194848	LED LIGHT FIXTURES FOR TOWN WELLS	351.36
194849	LED LIGHT FIXTURES FOR TOWN WELLS	117.12
194860	LODGING FOR WYOWARN/WYDEQ MEETING	220.00
194861	WYOWARN/WYDEQ MEETING (7/24/25 LUNCH)	27.28

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
194863	GREASE FOR ALL MOTORS	149.60
194874	FORM BOARDS FOR REGIONAL 30"	34.64
194875	FUEL TO TRAVEL TO LEADVILLE OPERATOR CLASS	55.10
194876	FUEL TO TRAVEL TO LEADVILLE OPERATOR CLASS	57.01
	VENDOR TOTAL:	**12,898.60**
	DIVISION TOTAL:	**12,898.60**
77-SWIMMING POOL		
66666-MISC P-CARD VENDOR		
194366	24" BOLT CUTTER - POOL	61.97
194367	POOL SUPPLIES	328.00
194368	POOL SUPPLIES	54.80
194512	HYDROFLEX HOSE/POOL	54.99
194703	POOL SUPPLIES	57.38
	VENDOR TOTAL:	**557.14**
	DIVISION TOTAL:	**557.14**
	DEPARTMENT TOTAL:	**13,455.74**
	FUND TOTAL:	**13,455.74**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
66666-MISC P-CARD VENDOR		
194393	NAILS	14.74
194400	REBUILD SWITCH HANDLE	16.65
194432	FEDEX38321634 MISC SHIPPING	355.91
194521	APPRECIATION MEAL/NATE SCHILD LAST DAY	125.70
194540	EMBROIDERY/JOSH MITCHELL UNIFORMS	28.00
194557	MMUA ELEC CROSS TRAINING 2025 TUITION/JOSH MITCHEL	835.00
194560	DISTILLED WATER/BATTERIES	4.11
194626	PARTS SUBSTATION SECURITY	8.51
194627	MATERIAL/SUBSTATION SECURITY	585.16
194681	STEEL TOE BOOTS/JOSH MITCHELL	134.99
194704	TOOLS	668.95
194803	APPRENTICESHIP BOOK/CODY SMITH	751.00
194864	F.R. PAINT TRAILER SET UP	27.07
194867	TRAILER FOR FR PAINTING	49.13
194868	TRAILER FOR FR PAINTING	399.99
	VENDOR TOTAL:	**4,004.91**
	DIVISION TOTAL:	**4,004.91**
	DEPARTMENT TOTAL:	**4,004.91**
	FUND TOTAL:	**4,004.91**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
194379	FENCE MATERIALS	43.48
194384	STORAGE/ORGANIZATION/TOOLS FOR NEW SHOP TOOL CHEST	423.29
194403	BLDG 600 PIPE HANGER PROJECT SUPPLIES	184.55
194408	PARTS FOR FENCE	167.97
194412	STOCK BOLTS	65.20
194429	REPLACEMENT FILTERS FOR WWTF	408.72
194435	PARTS FOR FENCE	15.67
194436	PARTS FOR FENCE	82.84
194450	PIPE REPAIR PARTS POLYMER PUMPS	24.96
194451	PIPE REPAIR PARTS - POLYMER PUMP IIII	36.21
194452	ANCHORS & 2.5" PVC - AERATOR BASIN	159.17
194471	EXPLOSION PROOF LIGHT SWITCH COVERS FOR DIGESTER B	339.20
194475	ROPE FOR CACTOR/CAMPLEX MAGNET	44.67
194476	THREADED STOCK - CHLORINE BLDG WATER LINE	24.00
194508	ALL TREAD FOR ROLL OF GUIDE RAIL	411.60
194509	RETURNED 1 STICK OF ALL THREAD	-82.32
194527	NUT & TORX DRIVER SETS	50.58
194531	PARTS FOR AUTOGATES	208.15
194534	PLUMBING PARTS/ SEC. DIG. CLEAN-OUT	355.80
194548	2 POLE CIRCUIT BREAKERS FOR NEW AUTOGATES	30.07
194554	EPOXY FOR BASIN HANGERS	365.76
194568	WYOMING LEVEL 2 WWTP EXAM	106.00
194571	REPLACEMENT PARTS FOR NEW SAMPLER IN HEADWORKS BLD	574.00
194572	PARTS FOR AUTOGATES	63.49
194579	LOCKOUT TAGS/ BOLT TOOL	148.46
194580	CRESCENT ELECTRIC 062 - INPLANT P-1402 UPGRADE	76.84
194583	BOLTS PICK-UP	131.52
194599	SHIP CAMERA WHEELS	31.54
194607	PRIMARY CLARIFIER PIT VALVE STEM GUIDE	325.33

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
194608	CONCRETE ANCHORS FOR PRIMARY CLARIFIER PIT VALVE S	55.20
194629	TEST STATION FOR STORAGE UNIT 1900	62.24
194632	REDUCER FOR PRIMARY CLARIFIER PIT VALVE	16.08
194648	OIL SUPPLIES FOR WWTF	157.97
194660	DRYWALL ANCHORS FOR INSTALLING AED, FIRST AID KIT	36.47
194678	PARTS FOR BP1901	593.65
194679	TOOLS	28.99
194680	WEDGES FOR PIPE INSTALLATION	41.94
194724	GROMMET FOR COLLINS HEIGHTS PUMP 2	7.50
194731	STEP LADDER FOR SHOP PARTS ROOM	139.00
194767	SNAP HOOK & QUICK LINKS FOR PRIMARY CLARIFIER PIT	34.13
194770	BRASS FITTINGS FOR P1110 SEAL WATER TRANSDUCER	72.98
194771	EXPLOSION PROOF LLIGHT SWITCH COVERS	380.60
194778	CHIPPER/GRINDER DEMOS IN DENVER (DINNER 7/21/25)	22.98
194779	CHIPPER/GRINDER DEMOS IN DENVER (DINNER 7/21/25)	23.39
194782	BLDG 300 GARDEN HOSE	55.59
194783	BLDG 300 HOSE REEL	225.97
194802	CHIPPER/GRINDER DEMOS IN DENVER (DINNER 7/22/25)	46.77
194804	CHIPPER/GRINDER DEMOS IN DENVER (DINNER 7/22/25)	50.05
194806	V405, V402, V401 VALVE STEM SUPPORTS	975.99
194807	PAINT FOR PRIMARY CLARIFIER PIT VALVE SUPPORTS	13.42
194813	CHEMICAL SPILL CONTAINMENT FOR FERRIC LOAD-OFF SIT	882.72
194824	AIR BLOW GUNS FOR VAN SPRAYER	9.98
194825	WYOMING LEVEL 2 WWTP EXAM	106.00
194836	HOTEL STAY IN DENVER FOR CHIPPER/GRINDER DEMOS	301.52
194837	REFUND OF TAXES FOR HOTEL STAY IN DENVER FOR CHIPP	-20.36
194838	HOTEL STAY IN DENVER FOR CHIPPER/GRINDER DEMOS	321.88
194859	BRASS FITTINGS FOR INTAKE	323.20
194882	CONCRETE GRINDING WHEEL & CONCRETE DRILL BIT FOR P	48.48

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	**9,831.08**
1697-NORTHWEST SCIENTIFIC INC		
194369	LAB SUPPLIES	159.55
194513	LAB CHEMICALS	109.22
194514	GAS TUBES	452.54
194611	LAB SUPPLIES	995.93
194612	LAB CHEMICALS	62.31
	VENDOR TOTAL:	**1,779.55**
2038-POWDER RIVER POWER		
194805	P1408, P1409 DISCHARGE HOSES	167.42
	VENDOR TOTAL:	**167.42**
	DIVISION TOTAL:	**11,778.05**
	DEPARTMENT TOTAL:	**11,778.05**
	FUND TOTAL:	**11,778.05**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
66666-MISC P-CARD VENDOR		
194398	SCREWS FOR STOCK	111.93
194528	TAX REFUND	-159.90
194539	REPAIR HOSE REEL CW	165.47
194652	REPAIR DOORS ON WEST OSID BUILDING	145.07
194732	CITY WEST SIGN	57.70
194819	CW SIGN	117.64
194866	FAN FOR FM SHOP	139.46
	VENDOR TOTAL:	**577.37**
	DIVISION TOTAL:	**577.37**
	DEPARTMENT TOTAL:	**577.37**
	FUND TOTAL:	**577.37**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
66666-MISC P-CARD VENDOR		
194390	AMAZON MKTPL*N353R1OX2 - GROCERY BAG HOLDER/ELECTR	81.07
194799	AMAZON MKTPL*6U6Q81QU3 - NEW PHONE CASE/SCREEN PRO	43.74
	VENDOR TOTAL:	**124.81**
	DIVISION TOTAL:	**124.81**
	DEPARTMENT TOTAL:	**124.81**
	FUND TOTAL:	**124.81**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
194388	JIM'S RETIREMENT PARTY	103.53
194524	IDENTIFIX SUBSCRIPTION	119.00
194525	IDENTIFIX SUBSCRIPTION	119.00
194526	IDENTIFIX SUBSCRIPTION	1,428.00
194552	EXHAUST WORK 150455	150.00
194556	ERIC ASE TEST/ RECERT	152.00
194562	ASE TEST	152.00
194624	PUMP REPAIR PARTS	2,818.95
194631	FUEL UPGRADE/ AIM SYSTEMS	250.64
194659	KEYS FOR VM KEYBOX	39.90
194670	BILLINGS 11 #1053 - FUEL PD 53	46.83
194794	STREETS WEED EATER REPLACEMENT	530.00
194873	000152 EXHAUST WORK	175.00
	VENDOR TOTAL:	**6,084.85**
	DIVISION TOTAL:	**6,084.85**
	DEPARTMENT TOTAL:	**6,084.85**
	FUND TOTAL:	**6,084.85**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
66666-MISC P-CARD VENDOR		
194519	DOORS FOR RESCUE TRUCK	2,925.56
	VENDOR TOTAL:	**2,925.56**
	DIVISION TOTAL:	**2,925.56**
	DEPARTMENT TOTAL:	**2,925.56**
	FUND TOTAL:	**2,925.56**
	GRAND TOTAL:	**109,546.47**

Expenditure Approval Report
Check Approval Date of 08/25/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
195218	HRA/FSA DEDUCTION	1,080.88
195219	WEEKLY CLAIMS	2,535.98
195220	WEEKLY CLAIMS	1,098.09
	VENDOR TOTAL:	**4,714.95**
2672-UMB BANK		
195221	JULY 2025 P-CARDS	109,546.47
	VENDOR TOTAL:	**109,546.47**
	DIVISION TOTAL:	**114,261.42**
	DEPARTMENT TOTAL:	**114,261.42**
	FUND TOTAL:	**114,261.42**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
195212	JULY 2025 WYGEN III CAPITAL AND O&M	545,294.17
195213	JULY 2025 CTII ENERGY	51,490.29
195214	JULY 2025 WYGEN III ANCILLARY SERVICES	1,065,667.15
195215	JULY 2025 TRANSMISSION	306,666.79
	VENDOR TOTAL:	**1,969,118.40**
2697-BLACK HILLS WYOMING LLC		
195216	JULY 2025 CTII CAPITAL AND O&M	249,311.04
195217	JULY 2025 CTII ENERGY	340,476.08
	VENDOR TOTAL:	**589,787.12**
2365-WYODAK RESOURCES DEVELOPMENT CORP		
195222	JULY 2025 WYGEN III COAL	554.29
	VENDOR TOTAL:	**554.29**
	DIVISION TOTAL:	**2,559,459.81**
	DEPARTMENT TOTAL:	**2,559,459.81**
	FUND TOTAL:	**2,559,459.81**

Expenditure Approval Report
Check Approval Date of 08/25/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
195223	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW	130,059.98
	VENDOR TOTAL:	**130,059.98**
	DIVISION TOTAL:	**130,059.98**
	DEPARTMENT TOTAL:	**130,059.98**
	FUND TOTAL:	**130,059.98**
	GRAND TOTAL:	**2,803,781.21**

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

A Proclamation Designating September 2025 as *Childhood Cancer Awareness Month.*
~ Jason's Friends Foundation

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Childhood Cancer Awareness 2025 Proclamation

Proclamation

WHEREAS, Jason's Friends Foundation is currently supporting over 175 Wyoming families who have had the misfortune of having a child diagnosed with cancer, brain and spinal cord tumors, and will continue to help these families until their child reaches 21 years of age; and,

WHEREAS, Jason's Friends Foundation has enrolled 19 new families so far in 2025 alone compared to 21 total in 2024 and 21 total in 2023, this sharp increase is a sobering reminder of the ongoing need in Wyoming; and,

WHEREAS, Jason's Friends Foundation has expended over $8,650,000 directly to Wyoming families of children with cancer, brain or spinal cord tumors since its inception in 1996, preventing financial instability and relieving much of their financial burden; and,

WHEREAS, over 70 Wyoming children have lost their battle with cancer, brain, or spinal cord tumors in the last 29 years; and,

WHEREAS, cancer affects children and young adults differently from adults as their bodies are still developing and the side effects of the treatment alone can cause more harm to their maturing systems; and,

WHEREAS, September is observed internationally as Childhood Cancer Awareness Month.

NOW, THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, Wyoming, do hereby proclaim September 2025, as

Childhood Cancer Awareness Month

in the City of Gillette and encourage our citizens to help raise awareness for pediatric cancer and to support programs such as Jason's Friends Foundation that give financial and emotional assistance to the victims and their families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Gillette, Wyoming, to be affixed this 2nd day of September 2025.

_____ _____

Shay Lundvall, Mayor Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

A Proclamation Designating September 2025 as *Hunger Action Month*.
~ Jenny Nell, Salvation Army Executive Director

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Hunger Action Month 2025.pdf



PROCLAMATION

WHEREAS, this month communities across the country are remembering more than 47 million Americans suffering from hunger or food insecurity; and,

WHEREAS, in Wyoming more than 90 thousand people, nearly 27 thousand of which are children, struggle to meet their basic nutritional needs and don't know where their next meal will come from; and,

WHEREAS, the City of Gillette is committed to working with Food Bank of Wyoming, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and,

WHEREAS, more than 14% of individuals in Campbell County rely on food provided by the members of Food Bank of Wyoming annually; and

WHEREAS, the members of Food Bank of Wyoming distributed more than 10 million meals to more than 55,000 Wyoming neighbors in 2024 through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive.

NOW, THERFORE, I, Shay Lundvall, do hereby recognize September 2025, as

HUNGER ACTION MONTH

And encourage all citizens of Gillette to increase their understanding and awareness of food insecurity and how it impacts our nation, state and communities.

IN WITNESS WHEREOF, I hereunto set my hand and cause the official seal of the City of Gillette, Wyoming, to be affixed this 2nd day of September 2025.

_____ _____

Shay Lundvall, Mayor Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

A Proclamation Designating September 2025 as *Suicide Prevention Month.*
~ Teddric Walker, Campbell County Prevention Specialist

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Suicide Prevention Week 2025 Proclamation.pdf

PROCLAMATION

WHEREAS; with September being recognized as "Suicide Awareness and Prevention Month", the Suicide Awareness and Prevention Month Proclamation was created to raise the visibility of mental health and pro-active suicide prevention resources in our community. We also want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

WHEREAS; suicide is a major public health issue that requires vigilant attention and prevention action with 11 deaths by suicide recorded in Campbell County so far in 2025; and

WHEREAS; each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire community; and

WHEREAS; Campbell County Suicide Coalition is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma; and

WHEREAS; the City of Gillette is committed to ensuring that those in need have access to services by healthcare providers trained in best practices to reduce suicide risk, to reducing the stigma associated with using behavioral health treatment or losing a loved one to suicide; and

WHEREAS; Campbell County Suicide Prevention Coalition conducts suicide alertness, awareness, and prevention training monthly for community members with dozens of individuals trained last year; and

WHEREAS; no single suicide prevention effort will be sufficient or appropriate for all populations or communities; all community members are asked to join together to take a stand and help those who are contemplating suicide; and

WHEREAS; the week of September 7-13, 2025 is recognized across the United States as a suicide prevention week; and September is recognized across the United States and provides the opportunity to educate oneself about the warning signs, and how to help those in a suicidal crisis;

NOW THEREFORE, I, Mayor Shay Lundvall and the Gillette City Council declare September 2025 as

"Suicide Awareness and Prevention Month"

in the City of Gillette, Wyoming and call upon all members of our City to support efforts that increase community awareness, understanding and action to promote mental health awareness in Gillette and across our Nation.

Signed this 2nd day of September 2025

_____ _____

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Things to Know Video for September, 2025

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Special Event Permit including a Street Closure on Gillette Avenue between 5th and 6th Street for a 9/11 run/walk and outdoor service from 7:00 a.m. until 11:30 a.m., on September 7, 2025, Requested by First Baptist Church.

SUGGESTED ACTION:

I move to approve a Special Event Permit including a Street Closure on Gillette Avenue between 5th and 6th Street for a 9/11 run/walk and outdoor service from 7:00 a.m. until 11:30 a.m., on September 7, 2025, requested by First Baptist Church.

CASE BACKGROUND:

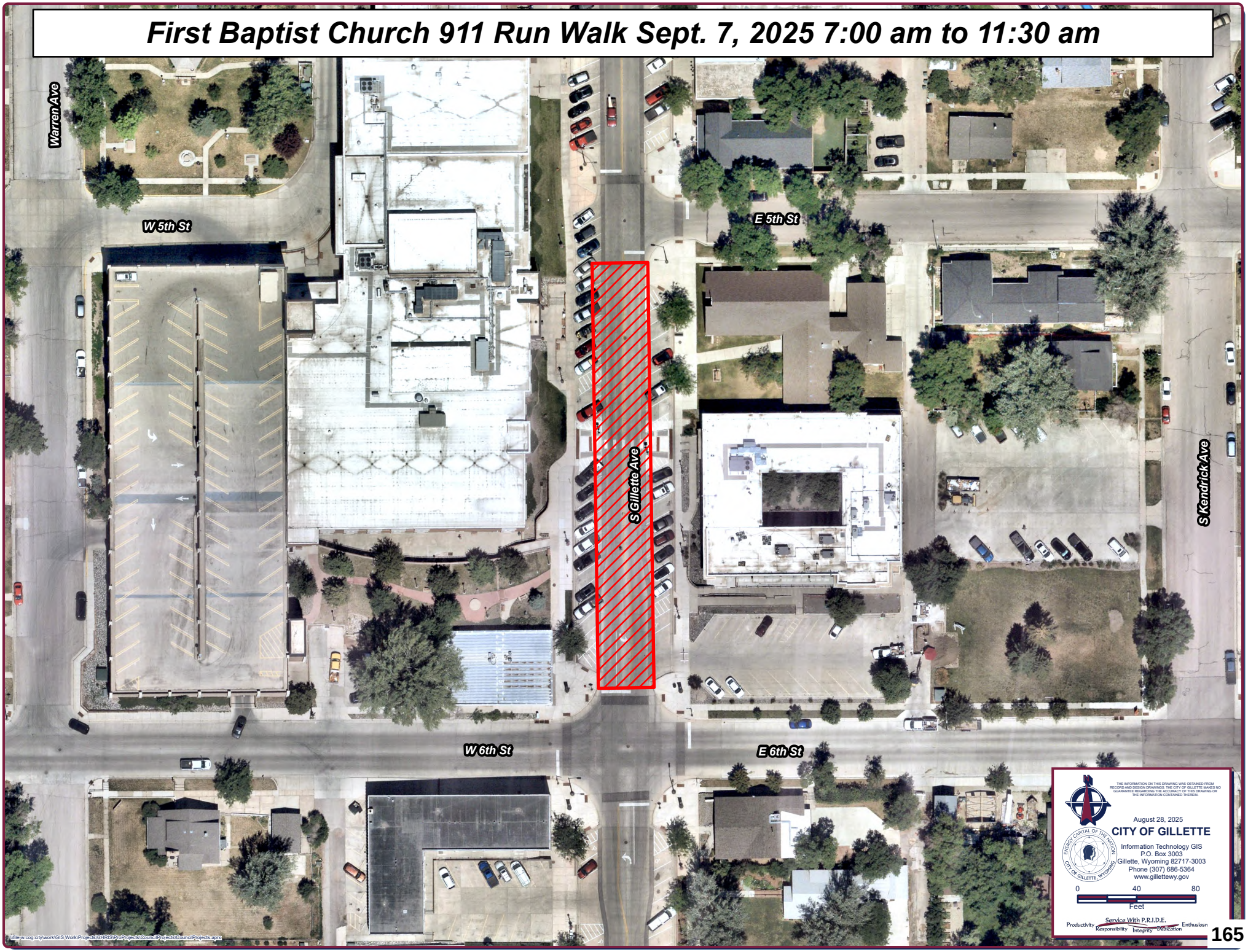
First Baptist Church is sponsoring a 9-11 event honoring police and fire departments, sheriff's office and first responders. It will feature a 9.11km run/walk, breakfast and an outdoor service w representatives from all the departments giving comments. We would like to have Gillette Avenue blocked off between 5th and 6th Streets that morning from 7:00 am-11:00 am. We would use that area to have several patrol and emergency vehicles parked to show both children and adults.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP
Certificate of Insurance

First Baptist Church 911 Run Walk Sept. 7, 2025 7:00 am to 11:30 am



POLICY NUMBER: 0204264 25-884676

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COMPANY NAME	PRODUCER NAME
Church Mutual Insurance Company, S.I. 3000 Schuster Lane Merrill, WI 54452	JANESSA GOODE CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452

NAMED INSURED FIRST BAPTIST CHURCH OF GILLETTE

MAILING ADDRESS 501 S GILLETTE AVE
GILLETTE, WY 82716-4203

POLICY PERIOD: FROM 06/01/2025 TO 06/01/2026 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$100,000	Any one premises
MEDICAL EXPENSE LIMIT	$10,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		$1,000,000

RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: _____
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☐ LIMITED LIABILITY COMPANY ☒ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: _____

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Original

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Special Event Permit, including a Street Closure on 3rd Street Plaza, an Open Container Permit and Live Music, for a Mexican Independence Day Celebration on September 13, 2025 from 4:00 PM to 10:00 PM, requested by Cinco De Mayo Restaurant.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit.

CASE BACKGROUND:

Cinco De Mayo Restaurant has requested a street closure on 3rd Street starting at Gillette Avenue to the alley between Cinco de Mayo and The Local, leaving the ally open for access to other businesses, from 4 pm - 10 pm for a Mexican Independence Day celebration. An open container has been requested in conjunction with the special event permit. The event will include a PA system/live music, and a bouncy house. A Certificate of Insurance has been provided with $1M per occurrence, $2M General Aggregate coverage.

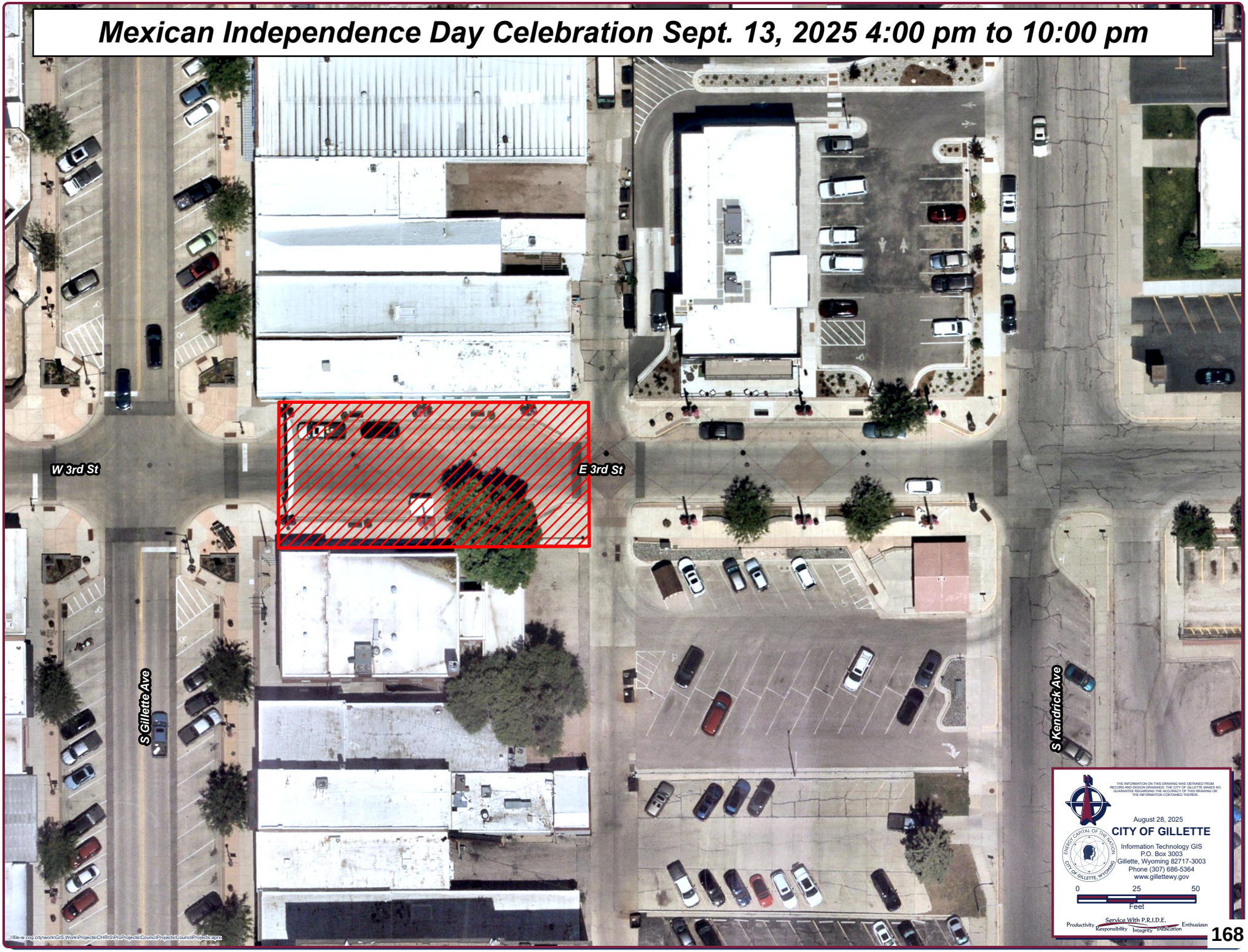
BARRICADES NEEDED
ROLL-OUTS: 10
ELECTRICAL OUTLETS: 5

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP
Certificate of Insurance

Mexican Independence Day Celebration Sept. 13, 2025 4:00 pm to 10:00 pm



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

August 28, 2025

CITY OF GILLETTE

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

0 25 50
Feet

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Holly Cremer
Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103	PHONE (A/C, No, Ext): (877)229-4553 FAX (A/C, No): (866)751-8096 E-MAIL ADDRESS: holly-cremer@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flores, LLC, DBA: Cinco de Mayo
900 E Lincoln St
Unit D
Gillette WY 82716

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPWY0560139951	6/11/2024	6/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CPWY0560139951	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CPWY0560139951	6/11/2024	6/11/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Holly Cremer/HOCREM

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CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Request from the Boys & Girls Club of Campbell County for the City to Donate Materials to Replace Existing Playground Surfacing with Engineered Wood Fiber Material.

CASE BACKGROUND:

Please see attached letter from Brittney Locken of the Boys & Girls Club.

The Boys & Girls Club needs to replace existing rock surfacing material with engineered wood fiber material on their playgrounds for safety and fall protection purposes. The area of their playground is approximately 11,500 square feet. The engineered wood fiber material needs to be installed at a minimum depth of 10" to 12". Based on these dimensions, the requested amount is approximately 426 cubic yards.

The City uses the same engineered wood fiber material on its playgrounds and other park surfaces. The City currently has 100 to 150 cubic yards of this material in our inventory. We intend to order additional material during the next 12 months. The City's estimated cost to purchase this material is $36.50 per cubic yard.

If this request is approved, the City will provide up to 426 cubic yards for use by the Boys & Girls Club. As mentioned in the attached letter, the Boys & Girls Club will need to coordinate the pick-up and transportation of this material from the City's Warehouse on Warlow Drive.

The total estimated amount for this request is $15,550. If approved, the City will pay for this amount from the City's General Fund and prepare a future Budget Amendment to account for this request.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
BGCCC Council Consideration

Boys & Girls Club of Campbell County
410 Lakeside Drive
Gillette, WY 82716
(307)-685-1050
blocken@bgccampbell.org

24 August 2025

The Honorable Shay Lundvall
Members of the City Council

Dear Mayor Lundvall and Members of the City Council,

On behalf of the Boys & Girls Club of Campbell County, I am writing to respectfully request your consideration and support for an important project to increase the safety of our playground.

Currently, the playground surface at our Club is covered with rock material, which does not provide the necessary level of protection for children at play. In fact, we have had two injuries on our playground in the past three months directly related to the lack of an adequate protective surface. This has heightened our concern and reinforced the urgent need to make this change.

Our goal is to remove the rock and replace it with a safer, impact-absorbing surface: wood fiber mulch. We believe this change will greatly enhance the safety and well-being of the hundreds of youth who play, learn, and grow at the Club each year.

Our plan is to work alongside volunteers to remove the existing rock material, reducing the overall project cost. After the rock removal, a private contractor could then install the wood fiber mulch. If the City of Gillette would be willing to provide the wood fiber mulch, this partnership would significantly reduce expenses for the Club while ensuring this essential safety upgrade can move forward.

We understand this is a large ask, but it represents a tremendous opportunity to collaborate for the benefit of the youth in our community. The Boys & Girls Club is deeply grateful for the City's past support and for your ongoing commitment to the safety and well-being of our children.

Thank you very much for your consideration of this request. We would welcome the opportunity to discuss the project further and answer any questions you may have.

With gratitude,
Brittney Locken
Chief Executive Officer
Boys & Girls Club of Campbell County

BOYS & GIRLS CLUB
OF CAMPBELL COUNTY

Boys and Girls Club of Campbell County
410 Lakeside Drive
Gillette, WY 82716
Tel: 307-685-1050
Fax: 307-336-7289
www.bgccampbel.org

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Board Chair

Charity Bockgoff
Vice Chair

Sarah Weerstra
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Pam Munoz
RJ Thomas
Kaycee Smith
Shawna Lupe-Hikness
Shantel Moore

Executive Director
Brittney Locken

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Professional Engineering Evaluation Services Associated with the Gurley Overpass Project, to HDR Engineering, Inc., in the Amount of $56,270.27 (1% Project).

SUGGESTED ACTION:

I move for the approval of a Professional Services Agreement for Professional Engineering Evaluation Services Associated with the Gurley Overpass Project, to HDR Engineering, Inc., in the Amount of $56,270.27 (1% Project).

PROJECT NUMBER:

26EN04

CASE BACKGROUND:

A request for the "long-list" of bridge design consultants was submitted to WYDOT on July 22, 2025. City Engineering selected a bridge design consultant in accordance with the WYDOT Consultant Services Policy, Section III(A), "Small Agreement – Estimated Cost at or less than the Simplified Acquisition Threshold (SAT)". This is an established process by WYDOT for selecting consultants based on their qualifications for the specific type of work to be performed.

Evaluation of experience, current workload, and personnel qualifications led to the selection of HDR Engineering, Inc.

Professional services to be provided by the Consultant under this agreement shall consist of updating the cost estimates, environmental review, and alternate options for the Gurley Overpass from the 2021 Gillette Railroad Overpass Study.

ACTUAL COST VS BUDGET:

Actual Cost = $56,270.27; Budget = $100,000.00

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Agreement

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

AGC of America
The Associated General Contractors of America
Quality People. Quality Projects.

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _City of Gillette_ ("Owner") and HDR Engineering, Inc._ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Mike Enzi Memorial Overpass Evaluation_ ("Project").

Engineer's Services under this Agreement are generally identified as follows:
See Exhibit A for HDR's Scope of Services

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: *Completion date of April 30, 2026.*

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the 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. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

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a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.

C. In the event of any termination under Paragraph 3.01, 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.

4.01 *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 4.01.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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is

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mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. 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.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such

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documents, whether or not the Project is completed. Owner shall have 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 for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants 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 (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Other Provisions*

A. **Governmental Immunity.** City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to W.S.

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1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, 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.

B. **Availability of Funds.** Each payment obligation of City 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 Contractor, the Agreement may be terminated by City at the end of the period for which the funds are available. City shall notify 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 City in the event this provision is exercised, and City 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 City to terminate this Contract to acquire similar services from another party.

C. **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.

D. **Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the negligent acts, errors, or omissions, of Contractor or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the obligations or duties contained in this Agreement; or (c) any violation of any applicable federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

E. **Applicable Law/Venue.** 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.

8.01 *Basis of Payment—Direct Labor Costs Plus Fixed Fee*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

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1. An amount equal to Engineer's Direct Labor Costs Plus Fixed Fee as outlined in Exhibit B: Fee Sheet for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.

   a. Overhead Multiplier: 2.612

   b. FCCM: 0.005

   c. Fixed Fee: 12%

2. The total compensation for services and reimbursable expenses is estimated to be **$56,270.27**. Fixed-fee profit of **$5,930.54** shall be paid as 12% of the adjusted direct labor billed on each invoice, with any remainder to be paid upon Agreement completion.

Attachments:

Exhibit A: Scope of Services

Exhibit B: Fee Sheet

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

OWNER:	ENGINEER:
By: _____	By: _____
Title: _____	Title: Sr Vice President
Date Signed: _____	Date Signed: _____
	Engineer License or Firm's Certificate Number: E-004
	State of: Wyoming
Address for giving notices:	Address for giving notices:
_____	601 Metz Drive
_____	Gillette, WY 82718

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EXHIBIT A
SCOPE OF ENGINEERING SERVICES
CITY OF GILLETTE
GURLEY OVERPASS EVALUATION

PROJECT DESCRIPTION

The Evaluation Phase of the project will include the following:

1. Review conceptual design information available for the Mike Enzi Memorial Overpass Project.
2. Development of updated probable construction cost estimates (3 options).
3. Updates of exhibits previously developed during conceptual design (3 options).
4. Evaluation of overpass alternatives (3 options).
5. Meetings (2) with City staff members to discuss information requests and respond to questions.
6. Note: All meetings will be held virtually.

Progress Meetings. It is anticipated that there will be up to 2 progress meetings.

PROJECT SCHEDULE

Notice to Proceed (NTP)	Anticipated September 2, 2025
Presentation Information Submittal:	On or before April 2026

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

***Task 1.1* – Project Management**

This task consists of project management services necessary to take the project from the beginning through the Presentation Information stage including the following:

- Project Monitoring
- Resource Management
- Budget and Invoice Management
- Communication with City Staff
- Overall Project Coordination
- Facilitate Independent Internal quality control reviews of Engineer deliverables.

TASK 2 – OVERPASS OPTION EVALUATION UPDATES:

***Task 2.1* – Option Evaluation**

This task consists of the services necessary to take the project from the beginning through the Presentation Information submittal stage including the following itemized services. The two options that will be considered are 1) complete replacement (on alignment or adjacent) and 2) rehabilitation that includes a new deck with targeted repairs on the piers, abutments, and girders.

- Cost Updates: Review and update cost estimates previously developed for two options.
- Plan Exhibit Updates: Review and update exhibits previously developed for two options.
- Option Evaluation: Develop lists of pros and cons based on project needs and other criteria for two options.

- Coordination with Client: Discuss information requests and respond to questions (up to two 30-minute meetings).

HDR assumes the following:

- The City will provide the 2025 Inspection Report prior to beginning work.
- Repair recommendations to extend the service life of the structure will be based on available inspection reports and photos of areas of known deterioration.
- The scope of bridge replacement alternatives will be as outlined in the Bridge Type and Location Technical Memo dated 11/24/2021.
- Cost estimates will be updated on the basis for which they were previously developed, with contingency.
- Real estate costs for required land acquisitions and temporary access agreements will not be included.
- Replacement alternatives and rehabilitation repairs will be summarized in a decision matrix. See Task 5.

Project Deliverables will include:

- Alternatives Cost Estimates (Excel format)
- Alternatives Exhibits (PDF format, up to 3 sheets)
- Alternatives Evaluation (Word format)
- Responses to questions (Meeting minutes or email).

TASK 3 – DESIGN PROCESS AND SCHEDULE

Task 3.1 – BNSF Coordination

Kick-off meeting, General Railroad Coordination, MOU for initial work

HDR shall coordinate a kick-off meeting with key personnel from project stakeholders (City of Gillette and BNSF) to discuss general railroad requirements for maintenance of railroad traffic, review of railroad utility information, and general requirements for rehabilitation and/or replacement of the existing structure. The kick-off meeting is anticipated to be an in-person meeting consisting of railroad staff as coordinated by the regional Manager of Public Projects, HDR project staff, and Gillette project staff. HDR shall prepare draft minutes of the meeting for review by attendees within 5 working days of the meeting.

HDR shall assume five (5) conference calls with BNSF during this phase to coordinate meetings, flagging, document reviews and design considerations. HDR shall document the conference calls and provide a summary of calls to the City of Gillette via email.

HDR shall prepare a draft Memorandum of Understanding (MOU) which clearly identifies key personnel from the project stakeholders (City of Gillette and BNSF) that will have primary responsibility for review and approval of key elements of the project and incorporate input received from project stakeholders at the railroad coordination kick-off meeting. Elements include but are not limited to; bridge design standards for rehabilitation and replacement, track design standards and operational requirements, rights of way, easements, utilities, construction coordination and coordination protocols between City of Gillette and BNSF. Upon review and comments of the Draft MOU, HDR will prepare a final MOU based on comments received from project stakeholders.

Discussion of Alternatives

HDR shall coordinate a review meeting with key personnel from project stakeholders (City of Gillette and BNSF) to discuss the preferred alternative (rehabilitation or replacement).

The meeting is anticipated to be an in-person meeting consisting of railroad staff as coordinated by the regional Manager of Public Projects, City of Gillette project staff, and HDR project staff. HDR shall prepare draft minutes of the meeting for review by attendees within 5 working days of the meeting.

***Task 3.2* – Program Overview**

Design, Real Estate Acquisition, NEPA, Public Involvement

HDR will develop an overview for the program process to deliver this program from the current preliminary stage through to construction. A summary of items to be included in the overview with a timeline are as follows:

- Perform Program Management Services as owner's representative to perform preliminary engineering, environmental permitting, right-of-way (ROW) acquisition, utility coordination, survey, traffic, design & miscellaneous engineering activities in the delivery of Mike Enzi Memorial Bridge through Final Plans for Construction
- Prepare Environmental Document
- Individual landowner meetings
- Preliminary and final design meetings
- Public Communications
- Preliminary and Final Design Plans for Construction
- Development of ROW Plats and ROW Plans for properties affected by the project as necessary
- Right-of-Way Negotiation and Acquisition Services
- Coordination activities with City of Gillette and FHWA staff as necessary
- Construction Timeline

TASK 4 – FUNDING

***Task 4.1* – Funding Opportunities**

HDR shall identify existing and potential funding opportunities, incentives, and rebates, including grants and funding sources for the rehabilitation and/or replacement of the bridge. This may include local funds, public and private grants, and other funding mechanisms.

TASK 5 –REPORT

***Task 5.1* – Draft Report**

Upon completion of the aforementioned tasks, HDR shall provide a draft report for review by the City.

***Task 5.2* – Final Report**

Once comments on the draft report have been received and addressed, HDR shall assemble the final report. The final report shall be in PDF format.

HDR assumes the following:

- The report will include a decision matrix which will evaluate the investigated replacement options and rehabilitation repairs, their pros/cons, and estimated costs. Consideration will be given to criteria such as constructability, traffic impacts and maintenance of traffic, bridge durability and life-cycle costs, and other non-structural factors.
- If rehabilitation is recommended in the report or selected by the City, additional field work, sampling, and lab work should be performed in the next phase of work to

accurately assess the level of corrosion to reinforcing in Pier No. 5 and the proposed repair strategies, as well as check for other areas of concern throughout the bridge.

Exhibit B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF GILLETTE
AND
HDR ENGINEERING, INC.
Gurley Overpass Evaluation

Gurley Overpass Evaluation

Prepared by:

HDR Engineering, Inc.
601 Metz Drive
Gillette WY 82717 -0457
(307) 228-6019

$	50,339.73	Cost-Not-To-Exceed
$	5,930.54	Fixed Fee Profit
$	56,270.27	Total

Total Fee: $ 56,270.27

By

Jason L. Kjenstad

8/15/2025
Date

Wyoming Department of Transportation

Direct Salary Multiplier (Without Profit) 2.612 Factor

(See Attachment A)

In support of the costs shown on the previous page, we offer the following:

DIRECT LABOR COST
MAN-HOUR ESTIMATE

Strategic Communications						
Heath Turbiville	3	Man-hours @	$ 79.05	/Hour	= $	237.15
Michael Oakley	35	Man-hours @	$ 79.22	/Hour	= $	2,772.70
Daniel Allard	29	Man-hours @	$ 94.41	/Hour	= $	2,737.89
Luke Rogers	76	Man-hours @	$ 57.83	/Hour	= $	4,395.08
Ian Meyer	80	Man-hours @	$ 34.92	/Hour	= $	2,793.60
Scott Miller	20	Man-hours @	$ 41.68	/Hour	= $	833.60
Julianna Oakley	14	Man-hours @	$ 40.25	/Hour	= $	563.50
John Mion	18	Man-hours @	$ 53.85	/Hour	= $	969.30
Kenneth Sisson	18	Man-hours @	$ 36.99	/Hour	= $	665.82
Eric Rouse	16	Man-hours @	$ 147.97	/Hour	= $	2,367.52
Carmen Heer	12	Man-hours @	$ 23.40	/Hour	= $	280.80
Erin Schramm	8	Man-hours @	$ 37.98	/Hour	= $	303.84
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
		Man-hours @		/Hour	= $	
DIRECT LABOR COST					$	18,920.80

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

Roadway Design		$ 18,920.80	
DIRECT LABOR SUBTOTAL			$ 18,920.80
Adjusted Direct Labor Cost			
Direct salary times multiplier	2.612		$ 49,421.13
Fixed Fee Profit			
Percent of profit	12%		$ 5,930.54
FCCM			
FCCM Adjustment	0.005		$ 94.60
Construction Phase (Contingency)			
Contingency Amount			$ -
Fixed Fee Profit (Contingency)			
Percent of profit	12%		$ -

Direct Non-Labor Charges

Misc Miles	$ 70.00	
Miles for project visits (assume 2 visits)	$ -	
Rental Car	$ 300.00	
Hotel	$ 250.00	
Per Diem	$ 204.00	
Online meeting URL	$ -	
Meals (2)	$ -	
Cultural Records Search Windshield Survey	$ -	
Structural Dynamics, LLC	$ -	
Bob Zabel/Land Comp Book	$ -	
DIRECT NON-LABOR CHARGES SUBTOTAL		$ 824.00
TOTAL FEE REQUESTED		$ 56,270.27

Design Cost Not To Exceed	$ 50,339.73
Design Fixed Fee Profit	$ 5,930.54

Construction Cost Not To Exceed	$ -
Construction Fixed Fee Profit	$ -

Total	$ 56,270.27

REIMBURSABLE EXPENSES BILLING RATES

ITEM	BILLING RATES
2 Wheel Drive Personal Vehicle	Current Federal Government Rate
B&W and color prints	No Charge
Outside Services (overnight, printing, etc.)	Bill at cost
Meals	Bill at cost
Travel	Bill at cost
Miscellaneous Expenses	Bill at cost
Lodging	Bill at Cost (not to exceed CONUS)

SUMMARY OF EXPENSES

Item	Quantity	Price	Cost
Misc Miles	100	$ 0.700	$ 70.00
Miles for project visits (assume 2 visits)	0	$ 0.700	$ -
Rental Car	3	$ 100.000	$ 300.00
Hotel	2	$ 125.000	$ 250.00
Per Diem	3	$ 68.00	$ 204.00
Online meeting URL	0	$ -	$ -
Meals (2)	0	$ -	$ -
Cultural Records Search Windshield Survey	0	$ -	$ -
Structural Dynamics, LLC	0	$ -	$ -
Bob Zabel/Land Comp Book	0	$ -	$ -

Name	Business Title	2025 Hourly Rate (A)	Multiplier (2.612) (B)	FCCM (0.005) (C)	Total Billing Rate *
Heath Turbiville	Principal	$ 79.05	2.612	0.005	$ 206.87
Michael Oakley	Transportation Section Manager	$ 79.22	2.612	0.005	$ 207.32
Daniel Allard	Senior Bridge Engineer	$ 94.41	2.612	0.005	$ 247.07
Luke Rogers	Area Bridge Operations Lead	$ 57.83	2.612	0.005	$ 151.34
Ian Meyer	Bridge EIT	$ 34.92	2.612	0.005	$ 91.39
Scott Miller	Civil BIM Specialist	$ 41.68	2.612	0.005	$ 109.08
Julianna Oakley	Civil BIM Specialist	$ 40.25	2.612	0.005	$ 105.33
John Mion	Environmental Science Project Manager	$ 53.85	2.612	0.005	$ 140.93
Kenneth Sisson	Area Lead Agent	$ 36.99	2.612	0.005	$ 96.80
Eric Rouse	Grant Funding Lead	$ 147.97	2.612	0.005	$ 387.24
Carmen Heer	Project Assistant	$ 23.40	2.612	0.005	$ 61.24
Erin Schramm	Project Accountant	$ 37.98	2.612	0.005	$ 99.39
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -
			2.612	0.005	$ -

*** Total Billing Rate = (A)(B) + (A)(C)**

Billing rate does not include 12% fixed fee profit.

SUMMARY OF HOURS - PUBLIC INVOLVEMENT

Task	Activity	Heath Turbiville Principal	Michael Oakley PM	Daniel Allard Sr Bridge	Luke Rogers Bridge PM	Ian Meyer Bridge EIT	Scott Miller Bridge Cad	Julianna Oakley Civil CAD	John Mion Environmental	Kenneth Sisson Real Estate	Eric Rouse Grant Lead	Carmen Heer Admin	Erin Schramm Accounting	Task Total
														0
1	**Project Management**													0
	Project Set Up	1	2		2							4	2	11
	Budget and Invoice Management		4										6	10
	Overall Project Coordination		6		6							4		16
	QC/QA			6	8									14
														0
2	**Overpass Option Evaluation (2 Options)**													0
	Cost Updates	1	4		12	22								39
	Plan Exhibit Updates				8	16								24
	Option Evaluation			4	8	30	20	8	8	8				86
	Coordination with Client		4	2	4				2	2				14
														0
3	**Design Process and Schedule**													0
	BNSF Coordination		6	6										12
	Program Overview		2	4	4	8								18
														0
4	**Funding**		1	2	2						12			17
														0
														0
5	**Report**													0
	Draft Report			4	12	2		4	4	4	2	2		34
	Final Report			1	2	2		2	2	2	1	2		14
	Presentation	1	6		8				2	2	1			20
														0
														0
														0
	Total	**3**	**35**	**29**	**76**	**80**	**20**	**14**	**18**	**18**	**16**	**12**	**8**	**329**

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Foothills Boulevard Reconstruction Project, with Morrison-Maierle, in the Amount of $415,800.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Construction Management Services Associated with the Foothills Boulevard Reconstruction Project, with Morrison-Maierle, in the Amount of $415,800.00 (1% Project).

PROJECT NUMBER:

24EN02

CASE BACKGROUND:

The Foothills Boulevard Reconstruction Project includes the reconstruction and realignment of Foothills Boulevard from Highway 14-16 to Greenway Drive (see attached map). The realignment section is from Bridger Avenue to Greenway Drive. New utilities (water, sewer, storm drain), surfacing, curb and gutter and approaches will be installed along the new alignment. The storm drain system will be upgraded to decrease the amount of storm water run-off ponding at the intersections of Foothills Boulevard and Bridger Street and Foothills Boulevard and Mountain Meadow Lane. The new alignment will remove the 90 degree turns which currently exist on Foothills Boulevard creating safer travel. Foothills Boulevard has areas of significant surfacing distresses from Greenway Drive to Highway 14-16. During large storm events the intersections at Bridger Street and Mountain Meadow Lane flood and overtop the curb and gutter. There have been multiple repairs including overlays to Foothills Boulevard over the course of a number of years. The surface has reached it's end of serviceable life and is need of complete reconstruction. Schedule: This project is anticipated to begin in the Fall of 2025 and be completed in the summer of 2027 (with winter shutdown).

As part of the Foothills Boulevard Reconstruction, this contract will provide Construction Management Services during the reconstruction of Foothills Boulevard. These services will include full time daily inspection, administering daily reports, weekly meetings, all quantities and pay estimates as well as

ensuring the project is completed per the plans and specifications. In August 2025 the City Council approved a construction agreement with DRM, Inc.

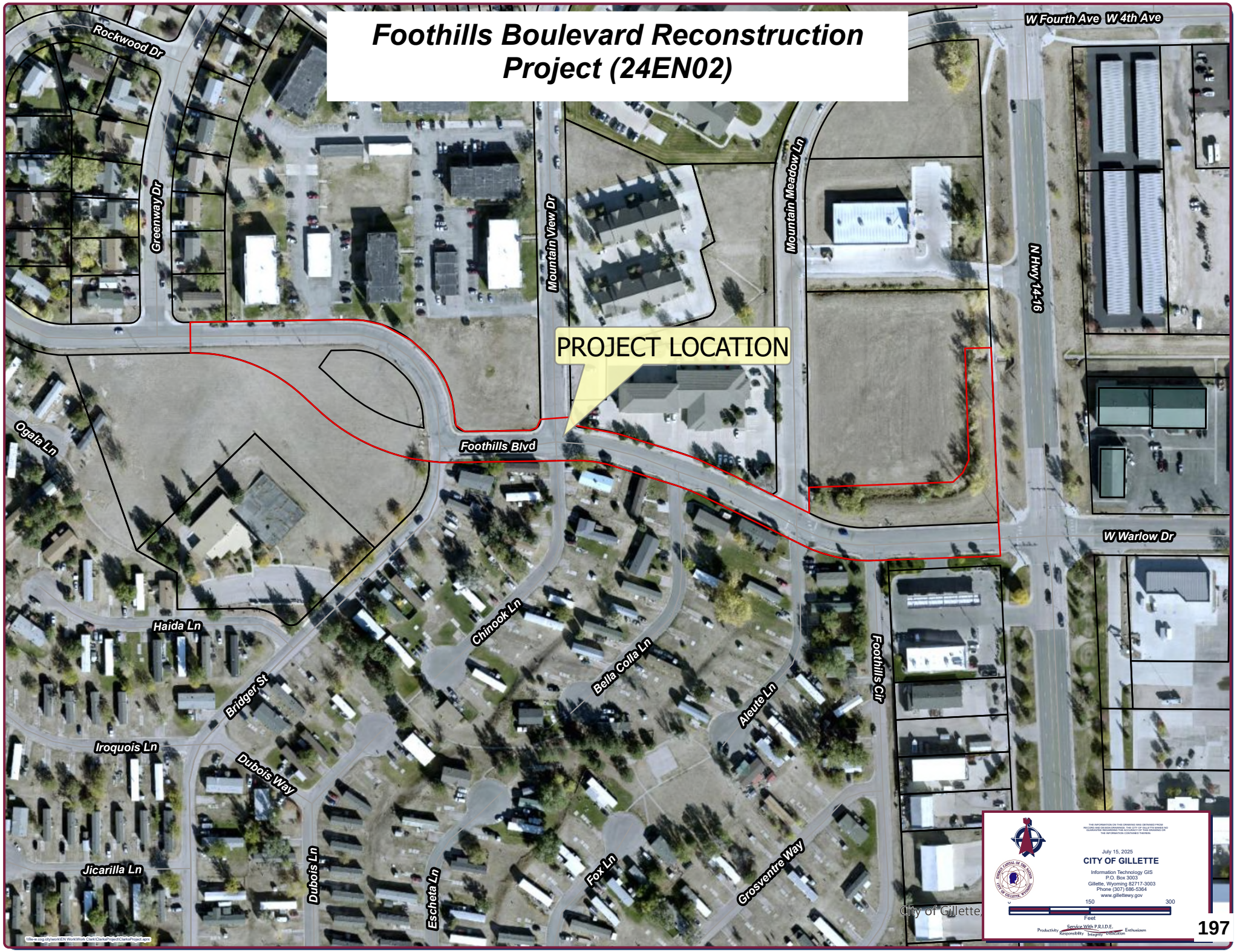
ACTUAL COST VS BUDGET:

Actual Cost: $415,800.00 Budget: $430,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Aerial and Vicinity Map
Contract


Foothills Boulevard Reconstruction Project (24EN02)
PROJECT LOCATION
Rockwood Dr
Greenway Dr
Mountain View Dr
Mountain Meadow Ln
W Fourth Ave
W 4th Ave
N Hwy 14-16
W Warlow Dr
Foothills Blvd
Ogala Ln
Haida Ln
Chinook Ln
Bella Colla Ln
Foothills Cir
Aleute Ln
Bridger St
Iroquois Ln
Dubois Way
Dubois Ln
Escheta Ln
Fox Ln
Grosventre Way
Jicarilla Ln
City of Gillette
July 15, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gilletewy.gov
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Integrity
Dedication
Enthusiasm

License Agreement

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4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

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

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

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www.nspe.org

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(202) 347-7474
www.acec.org

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

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Reserved 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 6
6.04 Electronic Transmittals 6
6.05 Insurance 7
6.06 Suspension and Termination 7
6.07 Controlling Law/Venue 9
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 10
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 10
6.13 Miscellaneous Provisions 11
6.14 Force Majeure 11

ARTICLE 7 – DEFINITIONS 12
7.01 Defined Terms 12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 16
8.01 Exhibits Included: 16
8.02 Total Agreement 16
8.03 Designated Representatives 16
8.04 Engineer's Certifications 16

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [September 2, 2025] ("Effective Date") between

The City of Gillette ("Owner") and

Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
24EN02 – Foothills Boulevard Realignment

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Construction Management

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and

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Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

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

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

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. All insurance policies required by this Agreement, except workers' compensation and professional liability insurance, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.

E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.

The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.

F. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements. The minimum insurance requirements in Exhibit G may consist of primary coverage of a minimum of $1,000,000 and umbrella and/or excess liability insurance.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

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

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

1. For cause,

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

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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

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

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

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6.07 *Controlling Law/Venue*

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

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

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6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.

6.12 *Records Retention*

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

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

F. Governmental Immunity. The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

6.14 *Force Majeure*

A. 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.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

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and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used.

E. Exhibit E, Notice of Acceptability of Work. Not Used.

F. Exhibit F, Not Used.

G. Exhibit G, Insurance.

H. Exhibit H, Not Used.

I. Exhibit I, Not Used.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette, Wyoming	Engineer: Morrison-Maierle, Inc.
By:	By:
Print name: Shay Lundvall	Print name: Zane Green, PE
Title: Mayor	Title: Gillette Operations Manager
Date Signed:	Date Signed:
	Engineer License or Firm's Certificate No. (if required): 6505
	State of: Wyoming
Address for Owner's receipt of notices: 201 E. 5th Street Gillette, WY 82716	Address for Engineer's receipt of notices: 2200 Foothills Blvd., Suite A Gillette, WY 82716
Designated Representative (Paragraph 8.03.A): Clark Sanders	Designated Representative (Paragraph 8.03.A): Tim Lowman, PE
Title: Project Manager	Title: Water/Wastewater Engineer
Phone Number: 307-686-5265	Phone Number: 307-687-1815
E-Mail Address: clarks@gillettewy.gov	E-Mail Address: tlowman@m-m.net

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This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 *Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Have bi-weekly design review meetings with the Owner.~~

~~6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study~~

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

7. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

9. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Eng
10. ineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services
11. to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

12. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

13. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, c
14. onstruction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

15. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

16. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

17. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

18. Perform or provide the following other Study and Report Phase tasks or deliverables: [electronic versions of the study results and recommendations]

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19. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

20. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [1 electronic] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss a

B. nd resolve any necessary

C. revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, ou
2. tline specifications, and written descriptions of the Project.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorize
5. d
6. , then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

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7. Visit the Site as needed to prepare the Preliminary Design Phase documents.

8. Have bi-weekly design review meetings with the Owner.

9. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

10. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

11. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

12. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

13. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. Provide a 50% level Project Manual & Plan Set. This includes:

14. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ ] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

15. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

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revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be
2. performed and furnished by Contractor.

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

4. Have bi-weekly design review meetings with the Owner

5. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

7. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contracto
8. r during the Construction Phase and Post-Construction Phase, and unless agreed otherwise s
9. hall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

10. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

11. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

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12. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

13. Perform or provide the following other Final Design Phase tasks or deliverables:

    a. Provide a 90% level Project Manual & Plan Set. This includes:

14. Furnish for review by Owner, its legal counsel, and other advisors, [3] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [ ] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

15. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 electronic] final copies of such documents to Owner within [ ] days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to se
D. quence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and in
E. cluded in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

F. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and biddi
2. ng-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

4. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

5. Consult with Owner as to the qualifications of prospective contractors.

6. 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.

7. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

8. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

10. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

a. Manage the Bidding Process including:

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~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 *Construction Phase*

A. Upon ~~successful completion of the Bidding and Negotiating Phase, and upon~~ written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Reserved.*

4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by

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Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* ~~As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Engineer anticipates providing the following:~~

   ~~a. This scope includes staking the items of work only once. Any re-staking will be outside this scope.~~

   ~~b. Construction staking in accordance with the City of Gillette Standard Construction Specifications 2020.~~

   c. The Engineer's surveyor shall prepare data files for use by Contractor's surveyor.

   This task includes up to 24 hours of surveyor time. Any effort beyond this is outside this scope of work.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. The Owner, through agreement with the Contractor, intends to install:

      1) Approximately 7,800 sy of asphalt and concrete pavement by realigning Foothills Blvd between Greenway Dr and Mountain View Dr and repaving to US Hwy 14-16,
      2) Approximately 500 lf of 8-inch sanitary sewer main with 5 new manholes through the realigned roadway and connecting to the sewer network,
      3) Approximately 800 lf of 8-inch water main through the realigned roadway, connection to the water network, and replacement of valves and fittings throughout the project,
      4) Approximately 1,700 lf of 15-, 18-, and 30-inch RCP and larger box culvert storm sewer.

   b. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of

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general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

c. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

d. Engineer shall provide the following on-site observation and project services:

1) 40 hours for submittal review
2) 24 hours for survey control and data delivery
3) 2,070 hours for a resident project representative to conduct on-site observation and progress meetings (9 hours/day for 230 days)
4) 16 hours for public meetings
5) 90 hours for project closeout
6) 8 hours for quality assurance

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any

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of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

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18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility

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to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

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a. Provide Closeout Documents:

1) Any Permit Certificates of Substantial Completion
2) One (1) Electronic Copy of Record Drawings (in PDF & DWG formats)
3) One (1) Electronic Copy of Record Drawing Exhibit for WYDOT (PDF format)
4) One (1) Electronic Copy of Closeout Report
5) One (1) Electronic Copy of Location Data tables for fittings, manholes, and other appurtenances.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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

C. *Limitation of Responsibilities*. Engineer shall not be responsible for the acts of omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

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1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

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5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies,

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reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Reserved.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Reserved.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Reserved.

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

~~1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether pr~~
~~3. oposed before or after award of the Construction Contract.~~
~~4.~~

~~5. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~

~~6. 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) accelera~~
~~7. tion of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~

~~8. 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.~~

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9. ~~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.~~

10. ~~Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~

11. ~~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.~~

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contracto~~

~~H. r.~~

I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

N. 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.

O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

Q. Place and pay for advertisement for Bids in appropriate publications.

R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

S. 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.

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T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

U. Perform or provide the following: [NONE]

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This is **EXHIBIT C**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $[415,800.00] based on the following estimated distribution of compensation:

~~a. Study and Report Phase~~	~~$[~~	~~0.00]~~
~~b. Preliminary Design Phase~~	~~$[~~	~~0.00]~~
~~c. Final Design Phase~~	~~$[~~	~~0.00]~~
~~d. Bidding or Negotiating Phase~~	~~$[~~	~~0.00]~~
e. Construction Phase	$[	415,800.00]
f. Post-Construction Phase	$[	0.00]

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

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

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.0].

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Reimbursable Expenses Schedule

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

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Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Through
December 31, 2025

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$1.100/mile
highway miles – Medium SUV	$.838/mile
highway miles - Small SUV	$.710/mile
highway miles - Sedan	$.704/mile
on-site mileage	$ .704/mile plus $5.00/hour
Private Vehicle	$.700/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$50.00/hour, $400.00/day
Nuclear Density Meter	$15.00/hour, $50.00/day, $200.00/week
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$63.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

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

B. *Schedule:*

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

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	$319.00	$319.00
	Supervising Engineer IV	$310.00	$310.00
	Supervising Engineer III	$279.00	$279.00
	Supervising Engineer II	$269.00	$269.00
	Supervising Engineer I	$253.00	$253.00
	Senior Engineer II	$235.00	$235.00
	Senior Engineer I	$212.00	$212.00
	Design Engineer II	$203.00	$203.00
	Design Engineer I	$182.00	$182.00
	Engineer Intern II	$149.00	$149.00
	Engineer Intern I	$134.00	$134.00
Planner	Supervising Senior Planner	$247.00	$247.00
	Senior Planner	$217.00	$217.00
	Planner III	$166.00	$166.00
	Planner II	$152.00	$152.00
	Planner I	$133.00	$133.00
Scientist	Environmental Scientist III	$202.00	$202.00
	Environmental Scientist II	$153.00	$153.00
	Environmental Scientist I	$132.00	$132.00
	Supervising Geologist	$291.00	$291.00
	Senior Geologist	$243.00	$243.00
	Geologist III	$217.00	$217.00
	Geologist II	$177.00	$177.00
	Geologist I	$150.00	$150.00

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Designer and Technician	Senior ICT Designer	$261.00	$261.00
	Senior Distribution Designer	$261.00	$261.00
	CAD Designer III	$183.00	$183.00
	CAD Designer II	$156.00	$156.00
	CAD Designer I	$142.00	$213.00
	CAD Tech III	$139.00	$208.50
	CAD Tech II	$120.00	$180.00
	CAD Tech I	$107.00	$160.50
	Senior Engineering Designer	$199.00	$199.00
	Engineering Designer	$136.00	$136.00
Resident Project Representative	Senior Resident Project Representative	$201.00	$201.00
	Resident Project Representative IV	$193.00	$193.00
	Resident Project Representative III	$181.00	$181.00
	Resident Project Representative II	$153.00	$229.50
	Resident Project Representative I	$137.00	$205.50
Administrative	Administrative Manager	$138.00	$138.00
	Administrative Coordinator III	$127.00	$127.00
	Administrative Coordinator II	$121.00	$181.50
	Administrative Coordinator I	$98.00	$147.00
	Grant Manager	$131.00	$131.00
	Graphic Designer	$131.00	$131.00
	Project Coordinator III	$123.00	$123.00
	Project Coordinator II	$111.00	$166.50
	Project Coordinator I	$100.00	$150.00
	Technical Intern	$92.00	$138.00
Survey	Survey Group Leader	$249.00	$249.00
	Survey Group Office Leader II	$188.00	$188.00
	Survey Group Office Leader I	$179.00	$179.00
	Land Surveyor IV	$185.00	$185.00
	Land Surveyor III	$176.00	$176.00
	Land Surveyor II	$155.00	$155.00
	Land Surveyor I	$126.00	$126.00
	Survey Technician IV	$121.00	$181.50
	Survey Technician III	$117.00	$175.50
	Survey Technician II	$114.00	$171.00
	Survey Technician I	$102.00	$153.00

Expert Witness Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.

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This is **EXHIBIT D**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

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

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

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

15. *Completion*:

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

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

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This is **EXHIBIT F**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Reserved

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This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

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

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

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This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Reserved

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This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Reserved

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This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

Special Provisions

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

The following Milestones are added to deliverables defined in Exhibit A for the project timeline:

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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [9/2/2025].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Gillette

Engineer: Morrison-Maierle, Inc.

Project: 24EN02 – Foothills Boulevard Realignment

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

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

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

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

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

OWNER:	ENGINEER:
City of Gillette	Morrison-Maierle, Inc.
By:	By:
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:

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CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Engineering Services Associated with the Antelope Valley Subdivision Street Maintenance Project, with KLJ Engineering LLC, in the Amount of $64,700.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Engineering Services Associated with the Antelope Valley Subdivision Street Maintenance Project, with KLJ Engineering LLC, in the Amount of $64,700.00 (1% Project).

PROJECT NUMBER:

26EN01

CASE BACKGROUND:

The Antelope Valley Street Maintenance Project design will include selecting various streets in the Antelope Valley Subdivision, utilizing the PAVER software and record data, to provide maintenance and upgrades to the streets. The various treatment options will be asphalt patching, concrete patching repairs, roto-milling and overlaying and crack sealing.

The design for the street maintenance will be completed in the 25-26 Fiscal year and the bidding and construction will occur in the following fiscal year.

ACTUAL COST VS BUDGET:

Actual Cost: $64,700; Budget: $65,000

STAFF REFERENCE:

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

ATTACHMENTS:
Agreement

Aerial Exhibit

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 **Antelope Valley Road Maintenance (26EN01)** (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 roadway rehabilitation within the Antelope Valley Subdivision

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.

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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

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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.

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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,

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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)	$64,700	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.

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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

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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.

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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,

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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

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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.

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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~~ Engineer shall ~~each~~ 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.

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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.

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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

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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.

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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

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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~~

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~~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.

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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 constructed 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.

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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.

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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.

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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.

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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

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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

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canceled 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.

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This Agreement's Effective Date is _____.

Owner:	Engineer:
City of Gillette (name of organization)	PCA Engineering Inc. (name of organization)
By: _____ (individual's signature)	By: Thomas A. Sylte (individual's signature)
Date: _____ (date signed)	Date: 8/19/2025 (date signed)
Name: Shay Lundvall (typed or printed)	Name: Thomas A. Sylte (typed or printed)
Title: Mayor (typed or printed)	Title: President (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: Tracy L. Carr (individual's signature)
Title: _____ (typed or printed)	Title: Bookkeeper (typed or printed)
Address for giving notices: 201 E. 5th Street Gillette, WY 82716	Address for giving notices: P.O. Box 2185 Gillette, WY 82717
Designated Representative:	Designated Representative:
Name: Clark Sanders (typed or printed)	Name: Thomas A. Sylte (typed or printed)
Title: Senior Project Manager (typed or printed)	Title: President (typed or printed)
Address: 201 E. 5th Street Gillette, WY 82716	Address: P.O. Box 2185 Gillette, WY 82717
Phone: 307.686.5265	Phone: 307.687.0600
Email: clarks@gillettewy.gov	Email: syltet@pcaengsur.com

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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:

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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:

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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

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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

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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.

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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

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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

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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.

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h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. Interim meetings if needed**.**

   d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

   a. Final Drawings, project manual, engineer's estimate.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); 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; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications;

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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.

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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.

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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.

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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.

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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.~~

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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.

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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 **120** days 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 **10** 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.

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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.~~

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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.~~

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

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

Owner: **City of Gillette**
Engineer: **PCA Engineering, Inc.**
Project: **Antelope Valley Road Maintenance 26EN01**
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)

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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

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(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

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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

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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

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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.

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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

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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	$

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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.

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

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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.

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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~~

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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.

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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 $64,700 based on the following estimated distribution of compensation:

a.	~~Study and Report Phase~~	$
b.	Preliminary Design Phase	$ 47,618
c.	Final Design Phase	$ 9,735
d.	Bidding/Proposal Phase	$ 7,347
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

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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.

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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.

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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.

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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.

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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%	

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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:

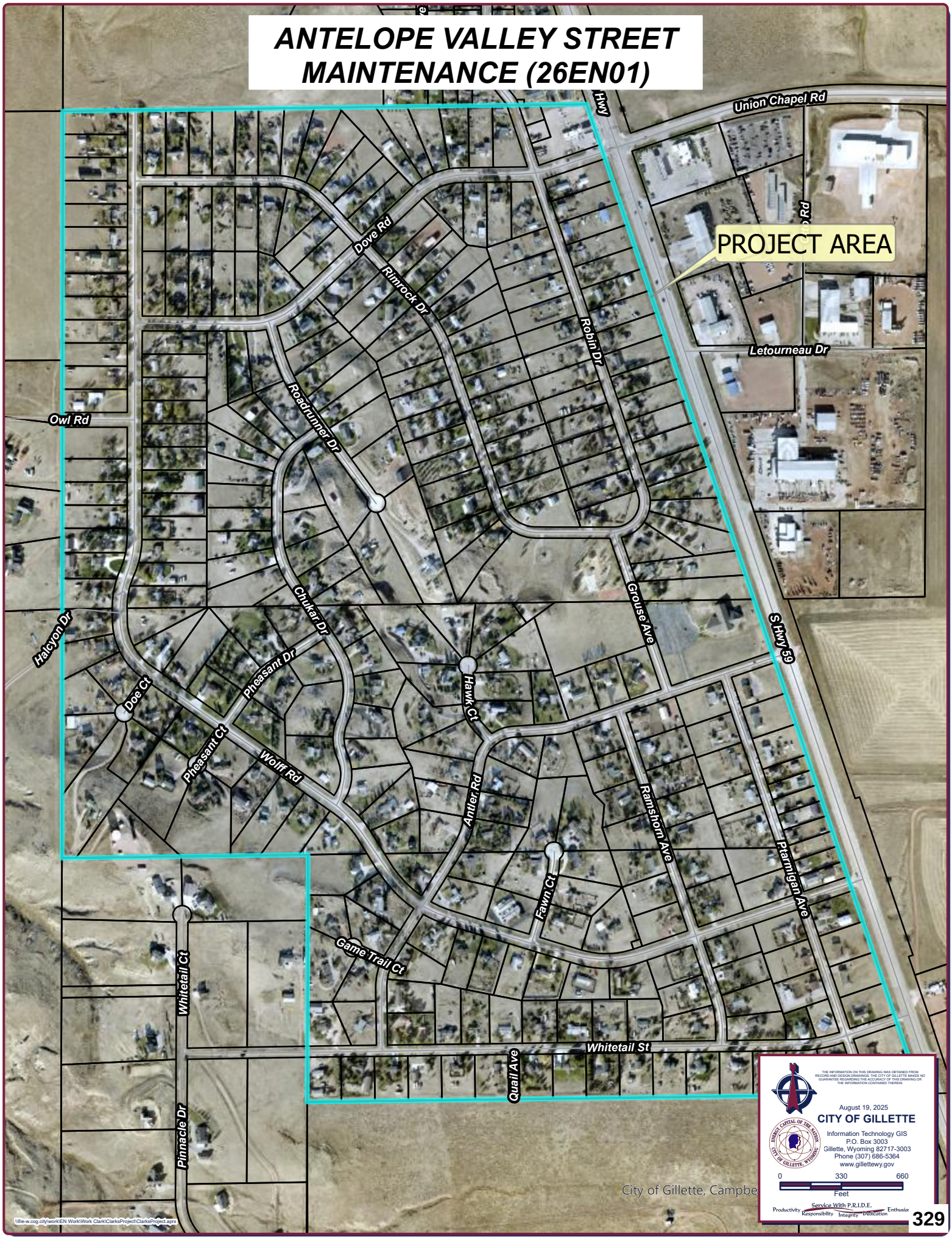


HOURLY RATES:

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	$ 80.00
Engineering Tech (Summer Intern)	$ 70.00
Bookeeper-Admin Asst.	$ 65.00
Receptionist Office Asst.	$ 60.00

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ANTELOPE VALLEY STREET MAINTENANCE (26EN01)



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August 19, 2025

CITY OF GILLETTE

Information Technology GIS
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CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Contract Amendment to a Professional Services Agreement with Morrison Maierle, Inc., for Additional Construction Management Services Related to the Gillette Regional Water Supply Project: Priority 5 in the Amount of $30,000.00.

SUGGESTED ACTION:

I move for approval of the Contract Amendment to the Professional Services Agreement with Morrison Maierle, Inc., for Additional Construction Management Services Related to the Gillette Regional Water Supply Project: Priority 5 in the Amount of $30,000.00.

PROJECT NUMBER:

20UT02

CASE BACKGROUND:

The final alignment of the Regional Water: Priority 5 Transmission line is approximately 5.4 miles in length. This is approximately 0.6 miles longer than the originally proposed alignment. This additional length equates to an anticipated additional fifteen (15) days of construction time. This contract amendment and its associated contract price increase provide for the additional Construction Observation services generated by the longer alignment.

Further, the original agreement was executed in 2020 at Morrison Maierle's original 2020 professional service and billing rate schedule. This amendment updates their bill rate schedule to their current 2025 service rates.

The Wyoming Water Development Commission (WWDC) has concurred with the Contract Amendment, their letter of concurrence is attached for reference.

FUNDING AND BUDGET: This project is partially funded through a grant from the Wyoming Water Development Commission. Per the Grant Agreement, the Commission will contribute 67% of eligible project costs up to certain limits spelled out in the original agreement signed in 2020. That agreement limits Construction Engineering Costs to $610,000.00. This amendment will increase the contract price

beyond that limit, requiring the City of Gillette to fully cover any remaining costs over that amount. The following table summarizes this breakdown and funding limits:

Description	Contract Value	Eligibility	WWDC Share	COG Share
Original Agreement	$587,861.00	Eligible	$393,966.87	$193,994.13
CO #1 (Right of Way Acquisition)	$15,000.00	Eligible	$10,050.00	$4,950.00
CO #2 (Realignment and Additional Right of Way Acquisition)	$43,000.00	Ineligible	$0.00	$43,000.00
CO #3 (Additional Construction Management and Billing Rate Update)	$30,000.00	Eligible (Up to Funding Cap of $610,000)	$4783.13	$25,126.87
Totals	**$676,161.00**		**$408,790.00**	**$267,371.00**

STAFF RECOMMENDATION:

Based on the additional contract time anticipated by the final alignment and the concurrence provided by the Wyoming Water Development Commission, staff recommends approval of the Contract Amendment to the Professional Services Agreement with Morrison Maierle, Inc. for additional Construction Management services related to the Gillette Regional Water Supply Project: Priority 5 in the amount of $30,000.00.

ACTUAL COST VS BUDGET:

Anticipated Total Costs: $3,619,642.38; Available Budget: $5,116,097.56

STAFF REFERENCE:

Ry Muzzarelli, P.E. - Development Services Director

ATTACHMENTS:
Engineer's Change Order 3
Amendment No 3 Concurrence Letter

CITY OF GILLETTE
ENGINEER'S CHANGE ORDER

CHANGE ORDER NO: 3 (Three)

ENGINEER: Morrison-Maierle, Inc.

PROJECT NAME: Gillette Regional Water Supply Project Priority V

PROJECT NO: 20UT02 CONTRACT DATE: October 6, 2020

MODIFY THE CONTRACT PER THE FOLLOWING CHANGES:

Requesting the rate sheets in Appendix C be updated to the current rate sheets attached.

Original CONTRACT PRICE:	$ 587,861.00
Net change by previous CHANGE ORDER:	$ 58,300.00
The CONTRACT PRICE due to this CHANGE ORDER will be (**increased**) (~~**decreased**~~) by:	$ 30,000.00
The new CONTRACT PRICE, including this CHANGE ORDER will be:	$ 676,161.00

THE DATE FOR COMPLETION OF ALL WORK WILL BE: Unchanged

Approved for Engineer by: _____ Date: 7/16/2025

Approved for Owner by: _____ Date: _____

Approved by City Administrator: _____ Date: _____

If Change Order exceeds 10% of the original contract price (cumulative)

Morrison Maierle
engineers • surveyors • planners • scientists

2200 FOOTHILLS BLVD, SUITE A • GILLETTE, WY 82716
307.685.3780 • www.m-m.net

July 16, 2025

Toby Fiske
City of Gillette
201 E. 5th St.
Gillette, WY 82716

RE: Gillette Regional Water Supply Project, Priority V
City of Gillette Project Number 20UT02

Amendment Request #3

Attachments

- Page 2 of 18 of Professional Services Contract
- Engineer's Change Order Request
- 2025 Morrison-Maierle Rate Sheets

Mr. Fiske,

Background

Morrison-Maierle has verbally raised the issue that a budget amendment may be forthcoming to address additional effort expended based on the duration of this project. This amendment request formalizes those verbal requests and provides the documentation and reasoning behind them.

The Gillette Regional Water Supply Project, Priority V contract was authorized in October 2020. Following the 15% design phase, which authorized the design to proceed to 50% design with an alignment along Hannum Road, delays to the project occurred associated with easement acquisition. In particular, discussions with Campbell County and private landowners, using a Land Man, resulted in changing the alignment of the proposed water line. Additional easement negotiations extended the timeline of this project beyond the intended design and construction schedule. The original schedule included bidding and constructing the job in 2021 and 2022 respectively. Currently, the project is being bid in 2025 with construction anticipated to go into 2026.

Contract Language

The professional services contract between the City of Gillette and Morrison-Maierle, Inc. outlines the scope of services. Relative to this issue, of particular importance is section 3.02 B. and C.:

> "B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's service is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's

services, and the rates and amounts of Engineer's compensation shall be adjusted equitably."

"C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably."

Costs

The design process, due to the acquisition of easements and the resulting realignment, has resulted in a 5-year delay of this project. Morrison-Maierle respectfully requests that our rate sheets in Exhibit C, Appendix 1 and Appendix 2 be updated from the 2020 rate sheets provided to the current 2025 rate sheets.

Additionally, the original alignment agreed upon was increased from ~4.8 miles to ~5.4 miles. The increased length adds additional contract time to the schedule that must be accounted for in RPR needs. This equates to approximately 15 more construction days to install the pipe and additional surface restoration. Additional funds are requested to cover the additional time needed for construction observation. Using the current rate sheet, our RPR on site for 9 hours and 2 hours of project management equates to $2,080/day. The agreement for the contractor stipulates $2,000/day in the case of Liquidated Damages to cover additional engineering costs. The lesser value of $2,000/day is requested.

$2,000/day x 15 additional days = $30,000

Total Amendment Request

Morrison-Maierle respectfully requests an amendment to our professional services contract for:

- Updating the rate sheet from 2020 to 2025 as attached, and
- An increase of $30,000 for Construction Administration needs due to the longer route.

Respectfully,

Zane Green, PE
Gillette Operations Manager

2. the presence at the Site of any Constituent of Concern; or

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to

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Morrison Maierle
engineers • surveyors • planners • scientists

Standard Rate Schedule

Effective Through
December 31, 2025

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	$305.00	$305.00
	Supervising Engineer IV	$297.00	$297.00
	Supervising Engineer III	$267.00	$267.00
	Supervising Engineer II	$257.00	$257.00
	Supervising Engineer I	$242.00	$242.00
	Senior Engineer II	$225.00	$225.00
	Senior Engineer I	$203.00	$203.00
	Design Engineer II	$194.00	$194.00
	Design Engineer I	$174.00	$174.00
	Engineer Intern II	$143.00	$143.00
	Engineer Intern I	$128.00	$128.00
Planner	Supervising Senior Planner	$236.00	$236.00
	Senior Planner	$208.00	$208.00
	Planner III	$159.00	$159.00
	Planner II	$145.00	$145.00
	Planner I	$127.00	$127.00
Scientist	Environmental Scientist III	$193.00	$193.00
	Environmental Scientist II	$146.00	$146.00
	Environmental Scientist I	$126.00	$126.00
	Supervising Geologist	$278.00	$278.00
	Senior Geologist	$233.00	$233.00
	Geologist III	$208.00	$208.00
	Geologist II	$169.00	$169.00
	Geologist I	$144.00	$144.00
Designer and Technician	Senior ICT Designer	$250.00	$250.00
	Senior Distribution Designer	$250.00	$250.00
	CAD Designer III	$175.00	$175.00
	CAD Designer II	$149.00	$149.00
	CAD Designer I	$136.00	$203.00
	CAD Tech III	$133.00	$199.00
	CAD Tech II	$115.00	$173.00
	CAD Tech I	$102.00	$153.00
	Senior Engineering Designer	$190.00	$190.00
	Engineering Designer	$130.00	$130.00
Resident Project Representative	Senior Resident Project Representative	$192.00	$192.00
	Resident Project Representative IV	$185.00	$185.00
	Resident Project Representative III	$173.00	$173.00
	Resident Project Representative II	$146.00	$218.00
	Resident Project Representative I	$131.00	$197.00
Administrative	Administrative Manager	$132.00	$132.00
	Administrative Coordinator III	$122.00	$122.00
	Administrative Coordinator II	$116.00	$173.00
	Administrative Coordinator I	$94.00	$140.00
	Grant Manager	$125.00	$125.00
	Graphic Designer	$125.00	$125.00
	Project Coordinator III	$118.00	$118.00
	Project Coordinator II	$106.00	$159.00
	Project Coordinator I	$96.00	$144.00
	Technical Intern	$88.00	$133.00
Survey	Survey Group Leader	$238.00	$238.00
	Survey Group Office Leader II	$180.00	$180.00
	Survey Group Office Leader I	$171.00	$171.00
	Land Surveyor IV	$177.00	$177.00
	Land Surveyor III	$168.00	$168.00
	Land Surveyor II	$148.00	$148.00
	Land Surveyor I	$121.00	$121.00
	Survey Technician IV	$116.00	$174.00
	Survey Technician III	$112.00	$168.00
	Survey Technician II	$109.00	$163.50
	Survey Technician I	$98.00	$147.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Through
December 31, 2025

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$1.100/mile
highway miles – Medium SUV	$.838/mile
highway miles - Small SUV	$.710/mile
highway miles - Sedan	$.704/mile
on-site mileage	$ .704/mile plus $5.00/hour
Private Vehicle	$.700/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$50.00/hour, $400.00/day
Nuclear Density Meter	$15.00/hour, $50.00/day, $200.00/week
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$63.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road
Cheyenne, WY 82002

Phone: (307) 777-7626
wwdc.state.wy.us

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Governor

Commissioners

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Mark Kot
John H. Lawson
Ronald E. Vore

Jason Mead, P.E.
Director

August 15, 2025

City of Gillette
Attn: Joe Schoen
201 East 5th Street
Gillette, WY 82176

Re: Gillette Regional Extensions Phase V 2020 Engineer's Change Order #3 WWDO Concurrence Letter

Dear Mr. Schoen,

The WWDO concurs with executing Gillette Regional Extensions Phase V 2020 Engineer's Change Order No. 3 under the condition that the maximum allowable amount the WWDO can provide sixty-seven percent (67%) reimbursement for is $610,000.00 as required in the project recommendation and the Wyoming Water Development Program Operating Criteria that limits the engineering contract to twenty percent (20%) of WWDC approved construction costs.
Regards,

Sol Brich
Project Manager
Wyoming Water Development Office

Cc: Toby Fiske, City of Gillette; file
Attachment: Gillette Regional Water Supply Project: Phase5 (Gillette Regional Airport & Means Subdivision) Request for Concurrence with Engineer's Change Order #3

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Resolution Authorizing the Submission of an Application to the Office of State Lands and Investments to request additional loan funds in the amount of $2,500,000 through the Drinking Water State Revolving Fund on Behalf of the Governing Body of the City of Gillette, Wyoming, for the Purpose of the 30" Madison Water Transmission Main Pipeline Repair Project.

SUGGESTED ACTION:

I move to approve a Resolution Authorizing City Staff to Submit an Application for the Request of Additional Loan Funding to our current Drinking Water State Revolving Fund Loan No. DW258 on behalf of the City of Gillette to the Office of State Lands and Investments for the Purpose of the City of Gillette 30" Madison Water Transmission Main Pipeline Repair Project.

PROJECT NUMBER:

23WA03

CASE BACKGROUND:

On July 18, 2023, by virtue of Resolution No. 2844, the City of Gillette authorized the submission of an application to the State Loan and Investment Board for a Loan through the Drinking Water State Revolving Fund for the purpose of repairing the 30" Madison Water Transmission Main Pipeline Repair Project. Subsequently, the City of Gillette was approved for a $10,000,000, twenty-year term loan (Loan # DW258) for the purpose of completing this project and is to be repaid from the City of Gillette's Water Fund and/or the City of Gillette's Optional One Percent Sales Tax Fund.

In June of 2025 the City received the Total Project Estimate (GMP, Owner Contingency, Engineering and Other Cost) for the 30" Madison Water Transmission Main Pipeline Repair Project and the Estimate came in above our current Loan amount of $10,000,000, for a total of $12,500,000. Due to the increase in the Total Project Estimate the City of Gillette would like to submit a request to the Office of State Lands and Investments to secure the additional $2,500,000 needed for the completion of this project, which would bring the Total Loan Amount to $12,500,000. The term of the DW258 Loan would remain at the same twenty year term with the same repayment source from the City of Gillette's Water Fund and/or the City of Gillette's Optional One Percent Sales Tax Fund.

As required by the Office of the State Loan and Investment Board, the City held a Public Meeting on August 20, 2025, in the Engineering Conference Room in City Hall at 12:00 p.m. This meeting was advertised in the Gillette News Record on August 5, 2025. There was no public input from this meeting.

ACTUAL COST VS BUDGET:

The additional loan request will be in the amount of $2,500,000, which would bring the total loan amount for loan # DW258 to $12,500,000.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMISSION OF AN UPDATED APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE DRINKING WATER STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF GILLETTE, WYOMING FOR THE PURPOSE OF THE 30" MADISON WATER TRANSMISSION MAIN PIPELINE REPAIR PROJECT.

RECITALS

A. On July 18, 2023, by virtue of Resolution No. 2844, the City of Gillette ("City") authorized submission of an application to the State Loan and Investment Board for a loan through the Drinking Water State Revolving Fund for the purpose of repairing the 30" Madison Water Transmission Main Pipeline Repair Project.

B. Subsequently, the City was approved for a Ten Million Dollar ($10,000,000.00), twenty-year term loan (loan #DW258) for the purpose of completing this project, to be repaid from the City of Gillette's Water Fund and/or the City of Gillette's Optional One Percent Sales Tax Fund.

C. The City now desires to update the original Loan Resolution via an increase in the amount of money requested by Two Million Five Hundred Thousand Dollars ($2,500,000.00), which would bring the total Loan Amount to Twelve Million Five Hundred Thousand Dollars ($12,500,000.00) total, due to the project needing additional time and resources for completion.

NOW, IT IS HEREBY RESOLVED THAT:

1. The Governing Body of the City of Gillette, Wyoming submits this loan application for an additional Two Million Five Hundred Thousand Dollars ($2,500,000.00), which would bring the total Loan Amount to Twelve Million Five Hundred Thousand Dollars ($12,500,000.00) total from Loan #DW258 to the Office of State Lands and Investments through the State Revolving Fund Loan program to assist in funding the 30" Madison Water Transmission Main Pipeline Repair Project.

2. The additional requested loan repayment would remain at the previous twenty (20) year term, and the same repayment source from the City of Gillette's Water Fund and/or City of Gillette's Optional One Percent Sales Tax Fund.

ADOPTED by a majority vote of the City Council of Gillette on **September 02, 2025**.

_____
Shay Lundvall, Mayor

(S EA L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the 30-inch Madison Transmission Repairs Project, with HDR Engineering Inc., in the Amount of $535,640.00.

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Construction Management Services Associated with the 30-inch Madison Transmission Repairs Project, with HDR Engineering Inc., in the Amount of $535,640.00.

PROJECT NUMBER:

23WA03

CASE BACKGROUND:

On May 4, 2021, during the performance testing of a newly installed well, a section of the 30-inch Madison Pipeline ruptured. The rupture and subsequent damage to 30-inch steel pipeline required it to be removed from service. Following the catastrophic rupture, in August – September 2021, Accurate Inspections (subcontractor) provided an initial Evaluation Summary report of the internal condition of the Madison.

On April 19, 2022, the City of Gillette contracted with HDR, Inc. for Design and Bidding Services and on December 19, 2023, the city contracted with Garney Construction to be the Construction Manager at Risk. Each of these companies represent the city to assist the city in inspecting, designing, and repairing or replacing the damaged sections of the 30-inch Madison pipeline.

In late 2024, Garney Construction completed inspection and testing on the 30" Madison Pipeline. Utilizing the inspection and testing results, HDR and Garney worked together to create plans and specifications to repair nearly 19,000 feet of the pipeline. Garney Construction has provided a Guaranteed Maximum Price for the completion of the repairs. These repairs will bring the 30" Madison back into service as part of our critical water infrastructure network.

The project will be bid this fall with construction intended to be during the 2026 construction season.

As part of the overall project, HDR will provide Construction Management services which includes full time inspection during the construction of the project. These services are necessary to insure proper installation of and repairs are made to the 30" Madison Pipeline.

ACTUAL COST VS BUDGET:

Actual Cost: $535,640.00 Budget: $1 Million

STAFF REFERENCE:

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

ATTACHMENTS:
Agreement
Aerial Exhibit

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

License Agreement

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

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7. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.

8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.

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

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2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

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

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

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www.nspe.org

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(202) 347-7474
www.acec.org

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

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Reserved 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 6
6.04 Electronic Transmittals 6
6.05 Insurance 7
6.06 Suspension and Termination 7
6.07 Controlling Law 9
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 10
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 11
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 12
7.01 Defined Terms 12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 16
8.01 Exhibits Included: 16
8.02 Total Agreement 16
8.03 Designated Representatives 16
8.04 Engineer's Certifications 17

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 5, 2025 ("Effective Date") between

City of Gillette ("Owner") and

HDR Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

30-Inch Madison Transmission Line Repair – Construction Administration ("Project").

23WA03

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

Engineer's services under this Agreement are generally identified as follows:

Construction administration and resident project representative services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and

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Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

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

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

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. All insurance policies required by this Agreement, except workers' compensation, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.

E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.

F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.

G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

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

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

1. For cause,

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

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) .

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

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

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

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1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

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B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.

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6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

F. Governmental Immunity. The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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

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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 Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49

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U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

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submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Reserved.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution (Not Used)

I. Exhibit I, Limitations of Liability (Not Used)

J. Exhibit J, Special Provisions. (Not Used)

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette

By: _____
Print name: Shay Lundvall
Title: Mayor
Date Signed: _____

Address for Owner's receipt of notices:
201 E. 5th Street
P.O. Box 3003
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Clark Sanders
Title: Senior Project Manager
Phone Number: 307-686-5265
E-Mail Address: clarks@gillettewy.gov

Engineer: HDR Engineering, Inc.

By: Jason L. Kjenstad
Print name: Jason Kjenstad, PE
Title: Sr Vice President
Date Signed: 6-27-2025

Engineer License or Firm's Certificate No. (if required):
WY-E 004
State of: Wyoming

Address for Engineer's receipt of notices:
P.O. Box 457
Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):
Justin Starck, PE
Title: Project Manager
Phone Number: 307-228-6009
E-Mail Address: justin.starck@hdrinc.com

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This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 *Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study~~

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

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

15. Furnish [5] review copies of the Report and any other Study and Report Phase deliverables to Owner within [60] days of the Effective Date and review it with Owner.

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Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [5] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [15] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: ***[List any such tasks or deliverables here.]***

10. Furnish [5] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [5] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

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revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: ***[List any such tasks or deliverables here.]***

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10. Furnish for review by Owner, its legal counsel, and other advisors, [5] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [60] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [5] final copies of such documents to Owner within [30] days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective

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~~contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~

~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~

~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~

~~4. Consult with Owner as to the qualifications of prospective contractors.~~

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [See attached PLANNING, DESIGN, BIDDING, AND CONSTRUCTION SCOPE OF SERVICES]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other

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construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

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9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any

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of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

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18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility

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to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

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24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Prepare Record Drawings including the following:

        1) Updating construction drawings based on modifications during construction.
        2) GIS Shapefile – Shapefiles will be provided for installed transmission main and structures. Shapefile information will include pipe size, elevation, and material information.
        3) Georeferenced Construction Photos – Up to 20 photographs showing key underground installations will be provided and named with coordinates for entry into GIS by Owner.
        4) GIS Reference Documents – Material submittal information will be provided in individual files for sanitary sewer and lift station items. Submittals will be named by pay item number or other unique identifier. Reference spreadsheet will be provided with instruction to Owner for linking GIS features to submittal files.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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

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C. *Construction Phase Assumptions:*

1. No more than 20 construction progress meetings will be held.

2. Engineer will visit pipe manufacturer during for quality control check during coating and lining process. 2 days of traveling and 3 days onsite quality control check for one engineer is planned.

3. Full time RPR inspection for early valve replacement in 2025 (12 hours per day including travel from Gillette, WY, Monday through Friday) will be limited to 10 Working Days and Adverse Weather Days.

4. Full time RPR inspection in 2026 (12 hours per day including travel from Gillette, WY, Monday through Friday) will be limited to 125 Working Days and Adverse Weather Days.

5. Cathodic engineer will visit site for cathodic protection checkout. 2 days of traveling and 3 days onsite quality control check and inspection for one engineer is planned.

6. Cost of construction staking and independent testing (soils, concrete, asphalt, cathodic, welding, etc.) will be provided by the Contractor. HDR will surveyors will set project control and collect as-constructed information.

D. *Construction Phase Deliverables:*

1. Weekly Progress Reports and Inspection Summaries

2. Monthly invoices and monthly progress reports

3. RFI Log w/ Contractor questions and Engineer responses on a weekly basis

4. Copies of Field Orders, Work Change Directives and Change Orders for authorization by the City. HDR will maintain logs for Field Orders, Work Change Directives and Change Orders.

5. Record Drawings

    a. PDF with hyperlinks

    b. GIS Shapefiles

    c. CAD files

    d. 20 Georeferenced Construction Photos

6. DEQ Certificate of Completion

7. Final Completion Certificates including punch lists

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A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

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subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

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25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

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Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

[Notes to User]

Preparing a Project-specific Exhibit C: In Exhibit C, the parties must specify how the Engineer will be compensated for its services. EJCDC's E-500 as published contains a lengthy Exhibit C, comprised of numerous options for detailing the Engineer's compensation. In preparing a Project-specific professional services agreement, retain only the few pages from Exhibit C that will apply to the agreement that is being prepared, and discard the rest. At the end of the agreement preparation process, Exhibit C should typically be approximately five to eight pages long.

Exhibit C Compensation Packets: EJCDC breaks the Engineer's compensation into three categories: (1) compensation for Basic Services, as defined in Exhibit A (but not including services of a Resident Project Representative, if any); (2) compensation for the services of a Resident Project Representative, if any; and (3) compensation for any Additional Services, as defined in Exhibit A. There are typically several possible ways of paying for services; Exhibit C includes "Compensation Packets" for the various methods. Each Compensation Packet contains the terms and conditions that apply to the specific means of compensation, and when appropriate incorporates appendices for hourly rates and reimbursable expenses.

1. The six Compensation Packets included in E-500's Exhibit C for Basic Services are:

   - Lump Sum (Compensation Packet BC-1)
   - Standard Hourly Rates (Compensation Packet BC-2)
   - Percentage of Construction Costs (Compensation Packet BC-3)
   - Direct Labor Costs Times a Factor (Compensation Packet BC-4)
   - Direct Labor Costs Plus Overhead Plus a Fixed Fee (Compensation Packet BC-5)
   - Salary Costs Times a Factor (Compensation Packet BC-6)

   During the drafting process the user should **select one** of these six Compensation Packets and **discard (delete) the remaining five.**

2. The choices for compensating a Resident Project Representative are similar, with five RPR Compensation Packets available:

   - Lump Sum (Compensation Packet RPR-1)
   - Standard Hourly Rates (Compensation Packet RPR-2)
   - Percentage of Construction Costs (Compensation Packet RPR-3)

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- Direct Labor Costs Times a Factor (Compensation Packet RPR-4)
- Salary Costs Times a Factor (Compensation Packet RPR-5)

During the drafting process the user should **select one** of these five RPR Compensation Packets and **discard (delete) the remaining four**.

3. The choices for compensating the Engineer for Additional Services are narrower:

- Standard Hourly Rates (Compensation Packet AS-1)
- Direct Labor Costs Times a Factor (Compensation Packet AS-2)
- Salary Costs Times a Factor (Compensation Packet AS-3)

The user should **select one** of these three Additional Services Compensation Packets and **discard (delete) the remaining two.**

Compensation Decision Guide: The Compensation Decision Guide that is included on the following pages presents further guidance on the process of selecting the pages to retain for the specific contract, including appendices for hourly rates and reimbursable expenses, if applicable.

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then to form Exhibit C use Compensation Packet BC-1; Compensation Packet RPR-4; Compensation Packet AS-1; and Appendices 1 and 2.

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1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).

Decision Question: Which method of compensation is to be used?

	Lump Sum	**Standard Hourly Rates**	**Percentage of Construction Costs**	**Direct Labor Costs Times a Factor**	**Direct Labor Costs Plus Overhead Plus a Fixed Fee**	**Salary Costs Times a Factor**
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1	Appendix 1

2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).

Decision Question: Which method of compensation is to be used?

	Lump Sum	**Standard Hourly Rates**	**Percentage of Construction Costs**	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

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

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

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

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

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

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

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

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

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

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $535,640.00 based on the following estimated distribution of compensation:

~~a. Study and Report Phase $0.00~~

~~b. Preliminary Design Phase $0.00~~

~~c. Final Design Phase $0.00~~

~~d. Bidding and Negotiating Phase $0.00~~

e. Construction Phase $521,395.00

f. Post Construction Phase $ 14,245.00

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

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

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

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

1. *General:* An amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses

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

4. *Progress Payments:*

a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

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

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

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

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

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

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

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

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post Construction Phase $[]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

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

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6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes to the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment*

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

1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be $[ ], plus Engineer's Consultant's charges, if any, estimated to be $[ ], plus a fixed fee of $[ ].

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

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

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

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

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6. The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: [ ]. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.

9. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Salary Costs Times a Factor Method of Payment*

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

1. An amount equal to Engineer's Salary Costs times a factor of [ ] for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be $[ ], and Engineer's Consultant's charges, if any, estimated to be $[ ].

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

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

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also Paragraph C2.03.C.2 below.

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

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6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

8. Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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~~C2.03 *Other Provisions Concerning Payment*~~

~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. *Estimated Compensation Amounts:*~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

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

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

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

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

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

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

1. *Resident Project Representative Services*: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of $[ ]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

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

3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [ ] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated based upon full-time RPR services on a twelve-hour workday (including travel from Gillette, WY), Monday through Friday for 125 Working Days.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

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.

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COMPENSATION PACKET RPR-3:
Resident Project Representative – Percentage of Construction Cost

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

C2.04 *Compensation for Resident Project Representative Basic Services – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A of the Agreement, an amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). The total compensation under this Paragraph is estimated to be $[ ], based upon full time RPR services on an eight hour workday, Monday through Friday, over a [ ] day construction schedule.

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer.

   a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

   d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

   e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract price on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

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COMPENSATION PACKET RPR-4:
Resident Project Representative – Direct Labor Times a Factor

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

C2.04 *Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $[ ], based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

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.

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COMPENSATION PACKET RPR-5:
Resident Project Representative – Salary Costs Times a Factor

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

C2.04 *Compensation for Resident Project Representative Basic Services – Salary Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05.A.2 of Exhibit A, an amount equal to the Engineer's Salary Costs times a factor of [ ] for services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $[ ], based upon RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative or Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

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.

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

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

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

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

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [ ].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

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

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

C2.05 *Compensation for Additional Services – Salary Costs Times a Factor Method of Payment*

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

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

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of [ ].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

Reimbursable Expenses Schedule

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

Expense	Rate
Traffic Counting Equipment	$120.00 per hour
Survey/GPS Equipment	$50.00 per hour
Robotic Total Station	$50.00 per hour
Side-by-Side Utility Vehicle	$25.00 per hour
Handheld GPS	$20.00 per hour
Drone	$275.00 per day
HDR Vehicle Mileage	$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	$0.0857 each
Color 8.5x11	$0.1801 each
B&W 11x17	$0.1714 each
Color 11x17	$0.3602 each
Plots Bond	$0.55 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

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This is **Appendix 2 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

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

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B. *Schedule:*

HDR Engineering
2025 Hourly Billing Rates

Enclosed are the 2025 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

Billing Title	Billing Rate
Managing Principal	280
Project Manager 7	280
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	280
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	225
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85

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Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

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

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

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

15. *Completion*:

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

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]

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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: **HDR Engineering, Inc.**
Engineer

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

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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

Reserved

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This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1)	Bodily injury, each accident:	$2,000,000
2)	Bodily injury by disease, each employee:	$2,000,000
3)	Bodily injury/disease, aggregate:	$4,000,000

c. General Liability --

1)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
2)	General Aggregate:	$4,000,000

d. Excess or Umbrella Liability --

1)	Per Occurrence:	$2,000,000
2)	General Aggregate:	$4,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000

f. Professional Liability (Errors Omissions) –

1)	Each Claim Made	$2,000,000
2)	Annual Aggregate	$4,000,000

$[ ]

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

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

Dispute Resolution

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

H6.08

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

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

2.

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

Special Provisions

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

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER:	ENGINEER:
City of Gillette	HDR Engineering
By:	By:
Print name: Shay Lundvall	Print name: Jason Kjenstad
Title: Mayor	Title: Sr Vice President
Date Signed:	Date Signed:

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30-INCH MADISON TRANSMISSION GUARANTEED MAXIMUM PRICE



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 equals 6,019 feet

1 inch equals 1.14 miles

July 08, 2024

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of Work Authorization 2 to Enter into an Agreement for a Guaranteed Maximum Price (GMP) for the 30-inch Madison Transmission Repairs Project, to Garney Construction, in the Amount of $8,632,908.47.

SUGGESTED ACTION:

I move for Approval of Work Authorization 2 to Enter into an Agreement for a Guaranteed Maximum Price (GMP) for the 30-inch Madison Transmission Repairs Project, to Garney Construction, in the Amount of $8,632,908.47.

PROJECT NUMBER:

23WA03

CASE BACKGROUND:

On May 4, 2021, during the performance testing of a newly installed well, a section of the 30-inch Madison Pipeline ruptured. The rupture and subsequent damage to 30-inch steel pipeline required it to be removed from service. Following the catastrophic rupture, in August – September 2021, Accurate Inspections (subcontractor) provided an initial Evaluation Summary report of the internal condition of the Madison.

On April 19, 2022 the City of Gillette contracted with HDR, Inc for Design and Bidding Services and on December 19, 2023 the city contracted with Garney Construction to be the Construction Manager at Risk. Each of these companies represent the city to assist the city in inspecting, designing, and repairing or replacing the damaged sections of the 30-inch Madison pipeline.

In late 2024, Garney Construction completed inspection and testing on the 30" Madison Pipeline. Utilizing the inspection and testing results, HDR and Garney worked together to create plans and specifications to repair nearly 19,000 feet of the pipeline. Garney Construction has provided a Guaranteed Maximum Price for the completion of the repairs. These repairs will bring the 30" Madison back into service as part of our critical water infrastructure network.

The Wyoming Water Development Office has reviewed this Work Authorization and provided their concurrence via email dated August 26, 2025.

The project will be bid this fall with construction intended to be during the 2026 construction season.

ACTUAL COST VS BUDGET:

Guaranteed Maximum Price: $8,632,908.47. Budget: $12.5 Million

STAFF REFERENCE:

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

ATTACHMENTS:
Aerial Exhibit
CMAR Work Authorization No. 2

30-INCH MADISON TRANSMISSION GUARANTEED MAXIMUM PRICE



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

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

1 inch equals 6,019 feet

1 inch equals 1.14 miles

July 08, 2024

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

WORK AUTHORIZATION: 2

Owner:	City of Gillette	Project No. 23WA03
~~Owner's Advisor:~~		
Engineer:	HDR Engineering, Inc.	10342685
CMAR:	Garney Construction	
Project:	30" Madison Pipeline Repair	
Contract Name:	30" Madison Pipeline Repair – 23WA03	
Work Authorization:	No. 2 – 30-Inch Madison Transmission Line Repair	
Date Issued: 6/27/2025	Effective Date of Work Authorization:	

Terms used in this Work Authorization have the meanings stated in the General Conditions and the Supplementary Conditions.

The Contract is modified as follows upon execution of this Work Authorization:

ARTICLE 1—AUTHORIZED WORK

1.01 CMAR shall complete all Work that is specified or indicated in this Work Authorization. The authorized Work is generally described as follows:

A. Work Package Work Authorization No. 2 - 30-Inch Madison Transmission Line Repair.

1.02 The authorized Work Package is more fully defined in Exhibit A.

ARTICLE 2—COMPENSATION

2.01 Owner shall pay CMAR for the completion of the Work Package described in this Work Authorization in accordance with the provisions set forth in the Agreement.

2.02 Unit Price Work

A. For all Unit Price Work, an amount equal to the sum of the extended prices established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item. Unit Price Work is itemized in Exhibit B. The extended prices for Unit Price Work set forth as of the Effective Date of the Work Authorization are based on estimated quantities. As provided in Paragraph 13.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

2.03 Work Compensated on a Cost-Plus-Fee Basis

A. Owner shall pay CMAR for completion of the Work Package in this Work Authorization in accordance with the Contract Documents. Fees for Work in this Work Authorization are the same as those included in the Agreement. If a Subcontractor performs Work under this Work Authorization on a cost-plus-a-fee basis, in lieu of a stipulated price Subcontract amount, the applicable fee will be the same fee applied to CMAR's self-performed Work. The Guaranteed Maximum Price for this Work Authorization, subject to increases or decreases for change in the Work, is as shown in Exhibit B.

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ARTICLE 3—CONTRACT TIMES

3.01 CMAR agrees to perform the Work set forth in this Work Authorization pursuant to this Work Authorization and the Contract Documents authorized by this Work Authorization. After Notice to Proceed is issued by the Owner, CMAR will complete the Work covered in this Work Authorization in a timely manner that will (a) allow CMAR to meet the Substantial Completion and final completion requirements of the Contract, and (b) avoid any adverse impact on the completion of other Work Authorizations for which a Milestone has been established.

3.02 Milestones and Associated Damages

A. Work included in this Work Authorization is a Milestone and must be substantially completed on or before the number of days from the effective date of this Work Authorization shown in Exhibit B.

1. The Milestone will be considered substantially complete when the following requirements have been met:

a. the entire length of pipeline has passed inspections, has been hydrostatic tested, disinfected, flushed and made acceptable for placement into service..

2. CMAR shall pay Owner $**2,000.00** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion of this Work Authorization, until the Work is substantially complete.

ARTICLE 4—CONTRACT DOCUMENTS

4.01 Contract Documents for Work Authorization

A. The Contract Documents are identified in the Agreement, Article 16. The following provisions do not limit or modify the Contract Documents.

B. The Contract Documents with specific applicability to this Work Authorization consist of the following:

1. This Work Authorization, including any exhibits identified as Contract Documents.

2. Bonds

a. Performance bond, together with power of attorney.

b. Payment bond, together with power of attorney.

3. The following which may be delivered or issued on or after the Effective Date of the Work Authorization and are not attached hereto:

a. Contract Amendments pertaining to this Work Authorization

b. Change Orders, Work Change Directives, and Field Orders that modify this Work Authorization.

4. Drawings and Specifications shown in Exhibit A as included parts of the Work Package (or Work Packages) authorized in this Work Authorization.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 5—EXECUTION

	Issued by Engineer	Authorized by Owner
By:		
Title:		
Date:		
	Accepted by CMAR	Approved by Funding Agency (if applicable)
By:	Keith Lemaster	
Title:		
Date:		

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EXHIBIT A—DESIGN DOCUMENTS

ARTICLE 1—SPECIFICATIONS

1.01 Specifications, not attached but incorporated by reference, entitled **Technical Specifications for City of Gillette 30-IN Madison Transmission Line Repair** dated **June 26, 2025.**

1.02 Specifications listed in the table of contents.

1.03 New Specifications as listed in the following table:

Section No.	Specification Title
	See Above (Article 1, Section 1.1)

1.04 Specifications from previous Work Authorizations (WA) as listed in the following table:

Section No.	Specification Title	WA No.	Errata No.
01 32 16	Construction Progress Schedule	Agreement	N/A

1.05 Errata as listed in the following table:

Errata No.	Description	Section No.	Paragraph No.	Date of Issue
	N/A			

ARTICLE 2—DRAWINGS

2.01 Drawings, not attached but incorporated by reference, consisting of **44** sheets with each sheet bearing the following general title **30-Inch Madison Transmission Line Repair** dated **June 6, 2025**.

ARTICLE 3—APPENDICES

3.01 The following appendices to this Work Authorization are hereby identified as Contract Documents:

A. **None**.

3.02 Other appendices to this Work Authorization, enumerated as follows; are not Contract Documents:

A. Appendix 2A to Exhibit A – Evaluation Summary Report by Accurate Inspections dated November 4, 2024.

B. Appendix 2B to Exhibit A – Cathodic Testing Report by Matcor dated October 11, 2024.

C. Appendix 2C to Exhibit A – Geotechnical Borehole Logs by DOWL HKM

EJCDC® CMAR-545, Work Authorization — Construction Manager at Risk Series.
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Appendix 2A to Exhibit A

Evaluation Summary Report
by Accurate Inspections

November 4, 2024

EVALUATION SUMMARY REPORT

Evaluation Date(s): October 7 – 16, 2024
Original Report Date: November 4, 2024 Revised Report Date: TBD (Rev. 0)

Project: Gillette Madison 2024 30” Pipeline Rupture Evaluation

Owner: City of Gillette, WY Water Division

Design Engineer: HDR Engineering Inc.

Contractor(s): Garney Companies Inc.

EVALUATION SUMMARY

The purpose of this site visit was at the request of the City of Gillette Wyoming, Water Division, to evaluate the current internal Condition Assessment of their 30” Gillette Madison Pipeline following a catastrophic rupture of the pipeline during a performance testing of a newly installed Well on May 4, 2021.

The evaluation process was to take place inside the 30” Gillette Madison Pipeline from Pipe Sta. 2014+90 through Sta. 2213+50, approximately 19,860 linier feet of pipe, but also included exterior pipe joint visual weld inspection testing (VT) at two locations where hydrostatic test heads were installed to facilitate hydrostatic testing of Segments A/B and Segments E/F. Garney Companies Inc. provided Confined Space support for the internal evaluation process.





Pipeline Rupture Located at Approximate Pipe Sta. 2157+82 (MK-700)



Garney Construction Providing Confined Space Support

In this report, pipe numbers and pipe stationing are approximate. Pipe numbers were marked internally as close as possible using the supplied lay schedule. In some cases, extra pipe joints were found so the actual pipe stationing and pipe numbers may differ slightly from the provided pipe lay schedule.

Internal Condition Assessment process performed during this site visit was with respect to the internal integrity of the pipeline itself between the pipe stationing noted above. This included conducting visual assessment of the existing cement mortar lining and the general integrity of the pipeline. This inspection process consisted of physically crawling the pipeline, completing a general evaluation, and documenting visible damage to the lining and pipe itself. Refer to the 2024 Defect Summary Report attached to this report for all details associated with each pipe/pipe section. Pipe sections are designated as Segment A thru Segment G per the new contract drawings. Pipe Stationing and Mark Numbers (MK) associated with each Segment are as follows.

Segment A – Sta. 2014+42 – Sta. 2025+42	MK-390 – MK-413
Segment B – Sta. 2025+42 – Sta. 2054+50	MK-413 – MK-479
Segment C – Sta. 2054+50 – Sta. 2095+50	MK-479 – MK-567
Segment D – Sta. 2095+50 – Sta. 2124+00	MK-567 – MK-634
Segment E – Sta. 2124+00 – Sta. 2136+75	MK-634 – MK-655
Segment F – Sta. 2136+75 – Sta. 2164+00	MK-655 – MK-713
Segment G – Sta. 2164+00 – Sta. 2213+50	MK-713 – MK-844

Not all photos taken during this evaluation process were used in this report. Not all locations identified are included in this report but are only shown on the 2024 Defect Summary Report.

The items/inspections performed during this evaluation process, to the best of my abilities, were as referenced in specification section 33 11 05, Part 3.1, B3, a thru h with the following comments. The evaluation was performed by crawling the pipeline on a push cart taking photos and measurements and documenting the findings.

1) Most Hairline cracks were not evaluated as this is normal conditions associated with AWWA C-205 lining, the applied lining to this pipeline. Cracks verified wider than 1/8" were evaluated and documented.

2) Hammer soundness testing was performed at randomly selected locations only. This test can give false positive results as C205 lining is not a bonded lining to the internal steel surface of the pipe. False positive results can occur when the lining has started to dry out from lack of moisture but is not necessarily a defect. During this evaluation process, it was only used at locations where the lining was found to be in an extremely damaged condition and to confirm as expected disbondment of the lining.

3) Vertical and horizontal measurements were taken at random locations, mostly near the rupture site location area, but also at other random locations using a laser measuring device.



BOSCH Measuring Device

4) Identified defects are noted on the attached 2024 Defect Summary Report with respect to each pipe evaluated. Damaged areas were identified to specific mark number(s) referenced in the original pipe lay schedule. This information along with using the existing above ground survey monuments will give approximate location stationing of each defect noted on the attached 2024 Defect Summary Report.



Push Cart/Travel through the Pipeline

The following is a summary of issues noted during the evaluation processed categorized by the Segment Letters listed in the provided contract drawing OL-1. The attached 2024 Defect Summary Report also is categorized by these same Segment letters.

Segment A to Segment B Summary - Sta. 2014+90 to Sta. 2025+42

The internal evaluation of Section A involves pipe numbers MK-413 thru MK-390. Minimal damage was observed at two pipe joints (397/396 and 393/392) in this section. Spalling of the joint grout was observed. Refer to the 2024 Defect Summary Report for locations and sizes.



Joint Grout Spalling at Pipe Joint 393/392

Segment B to Segment C Summary - Sta. 2025+42 to Sta. 2054+50

The internal evaluation of Section B involves pipe numbers MK-479 thru MK-413. Spalling damage was observed in this section at isolated locations along with telescoped pipe joints at 428/427 and 422/421, and significant spalling at MK-428 and MK-422. MK-428 was found with approximately 20 feet of significant spalling damage with MK-422 at approximately 10 feet, both consistent with the damage near the rupture site in Section E. Refer to the 2024 Defect Summary Report for locations and sizes.



Spalled Lining at Invert of Pipe MK-416



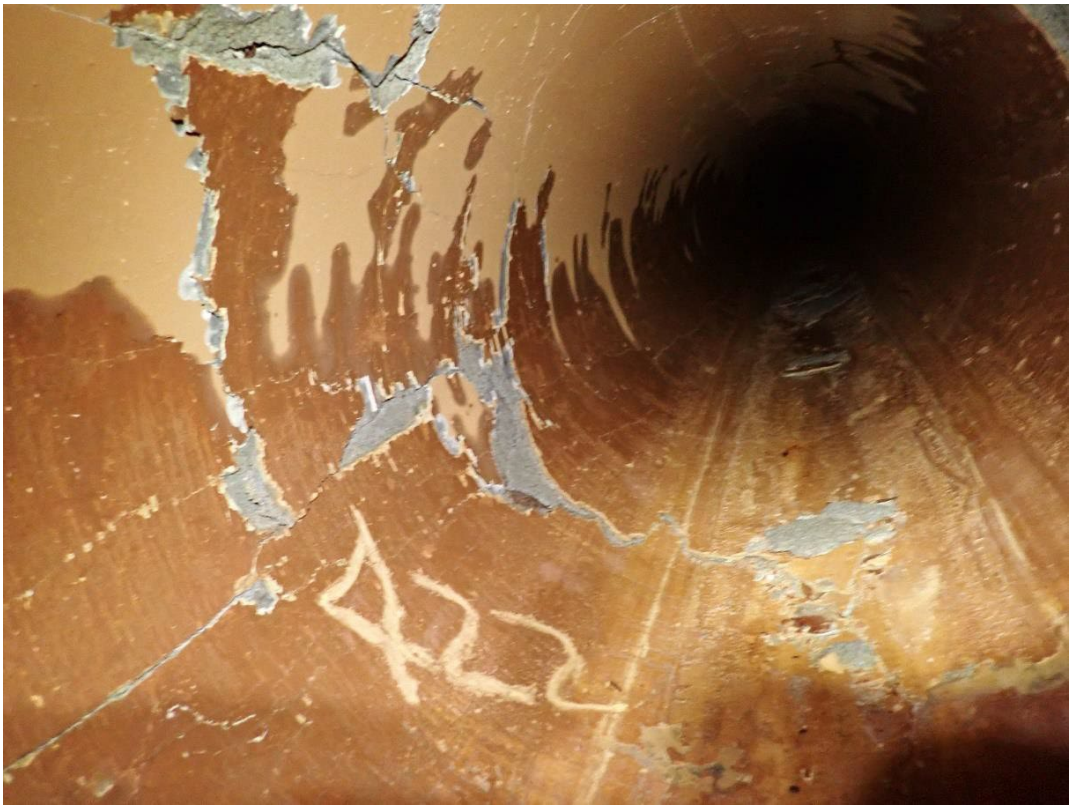
Spalled Lining at Invert of Pipe MK-419



Spalled Lining at Invert of Pipe MK-420



Telescope Pipe Joint 422/421 Approximately 3/8”



Significant Spalled Lining Pipe MK-422 Approx. 20-feet



Significant Spalled Lining Pipe MK-422 Approx. 20-feet



Significant Spalled Lining Pipe MK-422 Approx. 20-feet



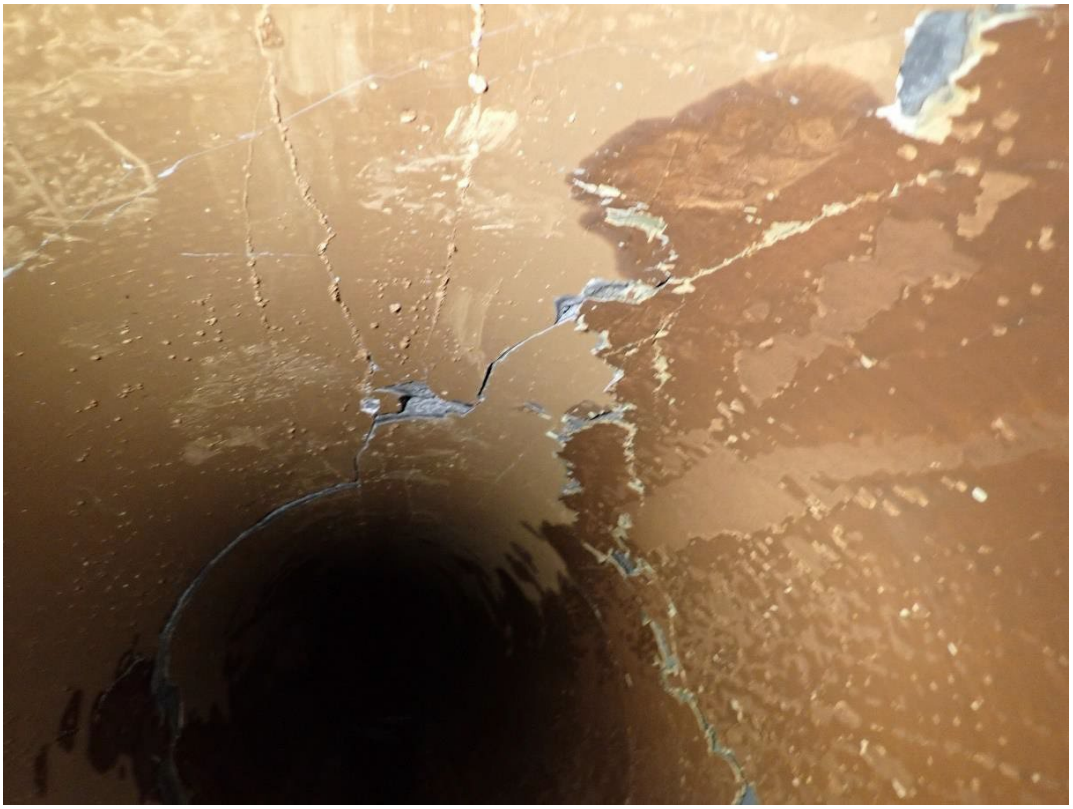
Telescope Pipe Joint 428/427 Approximately 3/8”



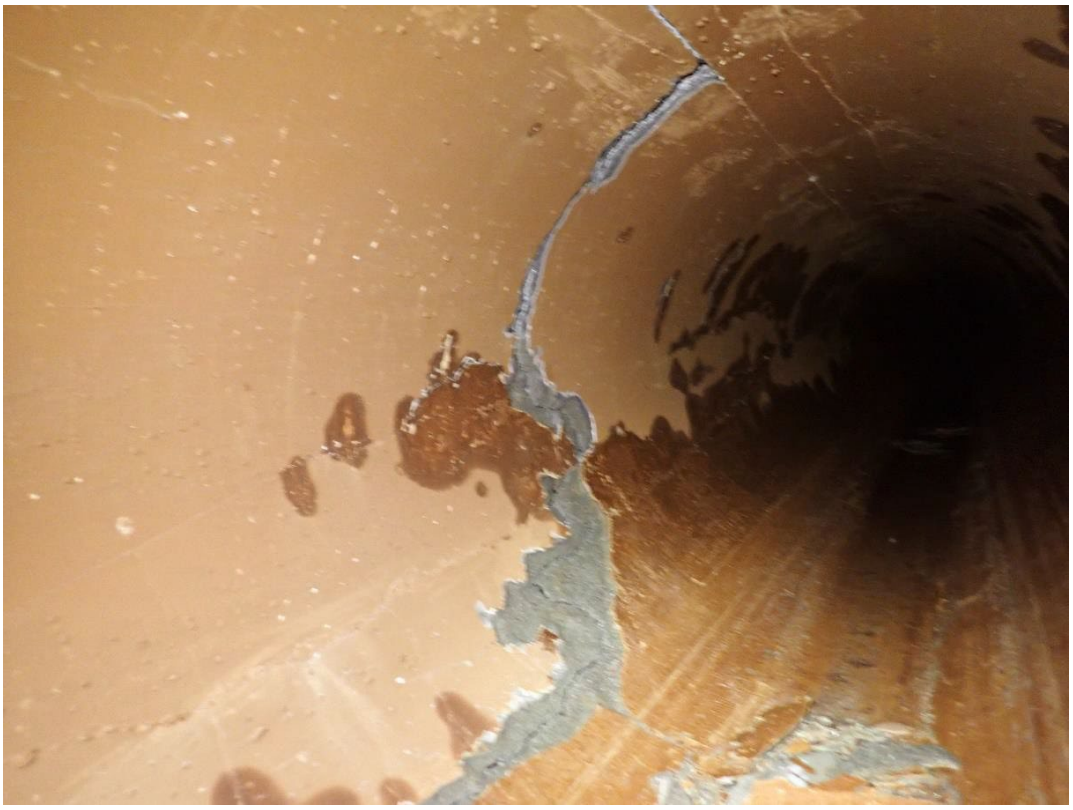
Telescope Pipe Joint 422/421 Approximately 3/8”



Significant Spalled Lining Pipe MK-428 Approx. 20-feet



Significant Spalled Lining Pipe MK-428 Approx. 20-feet



Significant Spalled Lining Pipe MK-428 Approx. 20-feet



Spalled Lining at Invert of Pipe MK-443 Approx. 1-foot Long



1/16”-1/8” Cracked Lining at Pipe Joint 471/470

Segment C to Segment D Summary - Sta. 2054+50 to Sta. 2095+50

The internal evaluation of Section C involves pipe numbers MK-567 thru MK-479. Minimal damage was observed in this section at isolated locations. The spalling at these locations were measured at approximately 36-inches or less. Refer to the 2024 Defect Summary Report for locations and sizes.



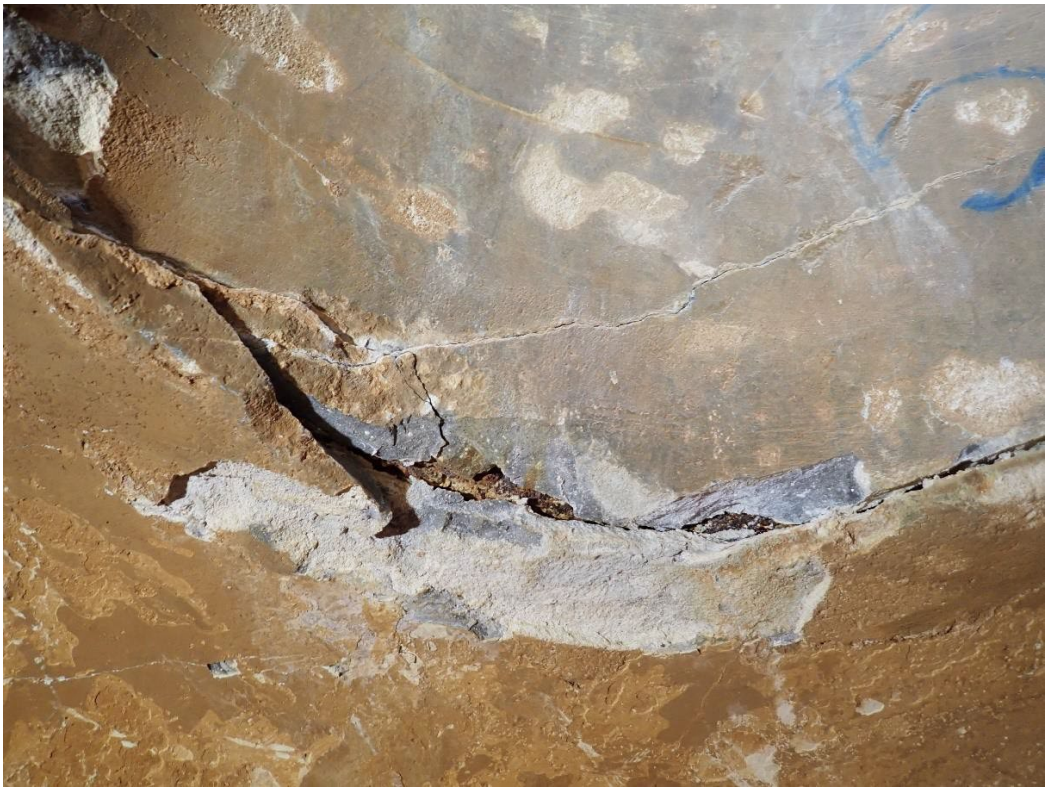
Spalled Lining at Invert of Pipe MK-485 Approx. 1-foot Long



Spalled Lining at Invert of Pipe MK-446 Approx. 1-foot Long



Spalled Lining in Manhole at MK-525



Spalled Lining in Manhole at MK-525



Spalled Lining at Springline of Pipe MK-562 Approx. 1.5-feet Long

Segment D to Segment E Summary - Sta. 2095+50 to Sta. 2124+00

The internal evaluation of Section D involves pipe numbers MK-567 thru MK-633. Minimal damage was observed at isolated locations except for pipes MK-633, MK-632 and MK-567. The lining damage to MK-633 and MK-632 are significant and appears to be continuation from Section E. A single pipe in this section, MK-576, was found with significant lining damage as well.



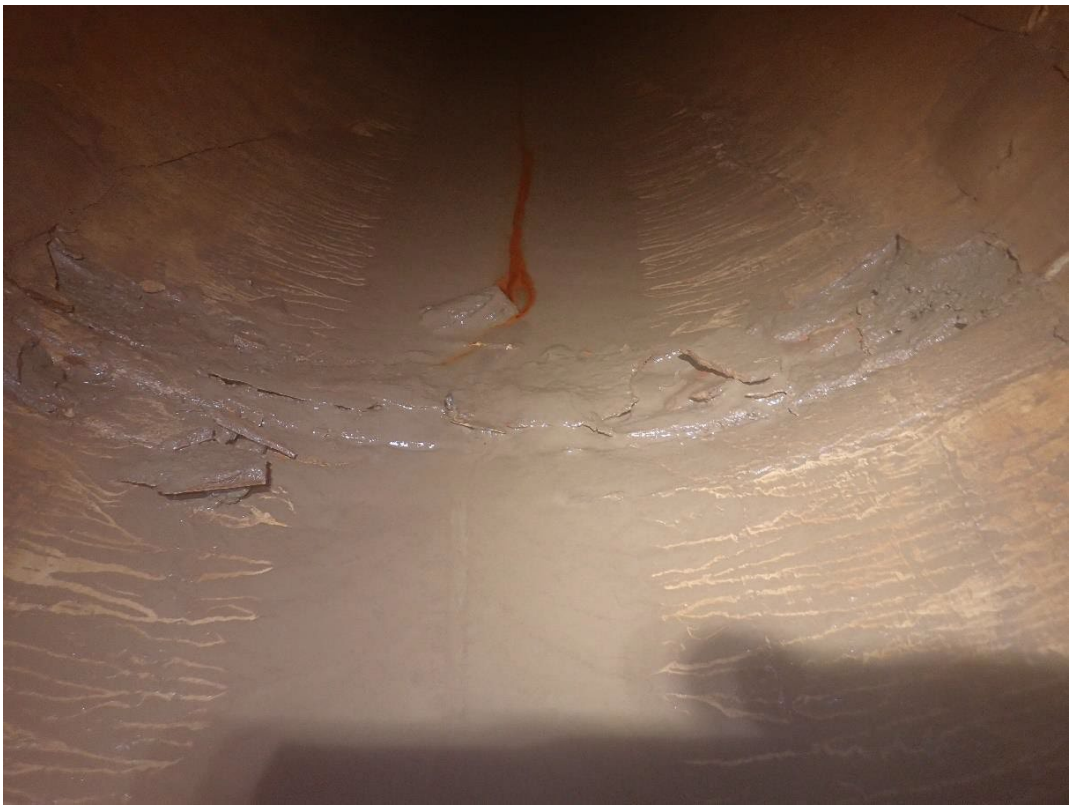
Significant Spalling Lining at MK-632 Approx. 10-feet Long



Significant Spalling Lining at MK-632 Approx. 10-feet Long



Spalling Lining at Pipe Joint 632/633



Spalling Lining at Pipe Joint 632/633



Spalling Lining at Pipe Joint 632/633

Segment E to Segment F Summary - Sta. 2124+00 to Sta. 2136+75

The internal evaluation of Section E involves pipe numbers MK-655 thru MK-634. The evaluation process started at pipe joint 634/635 working towards the rupture site at Sta. 2158+10 (MK-700). Once pipe joint 698/697 was reached the evaluation process was stopped due to safety concerns with an enormous amount of debris/silt/water infiltration from the existing split/rupture site. The majority of the pipes in this section were found with significant damage to the lining. Evidence of pipe joint movement, massive amounts of spalling, and extreme mortar cracking was observed. The following photos for Section E are general to the condition of most pipes. Refer to the 2024 Defect Summary Report for all details.



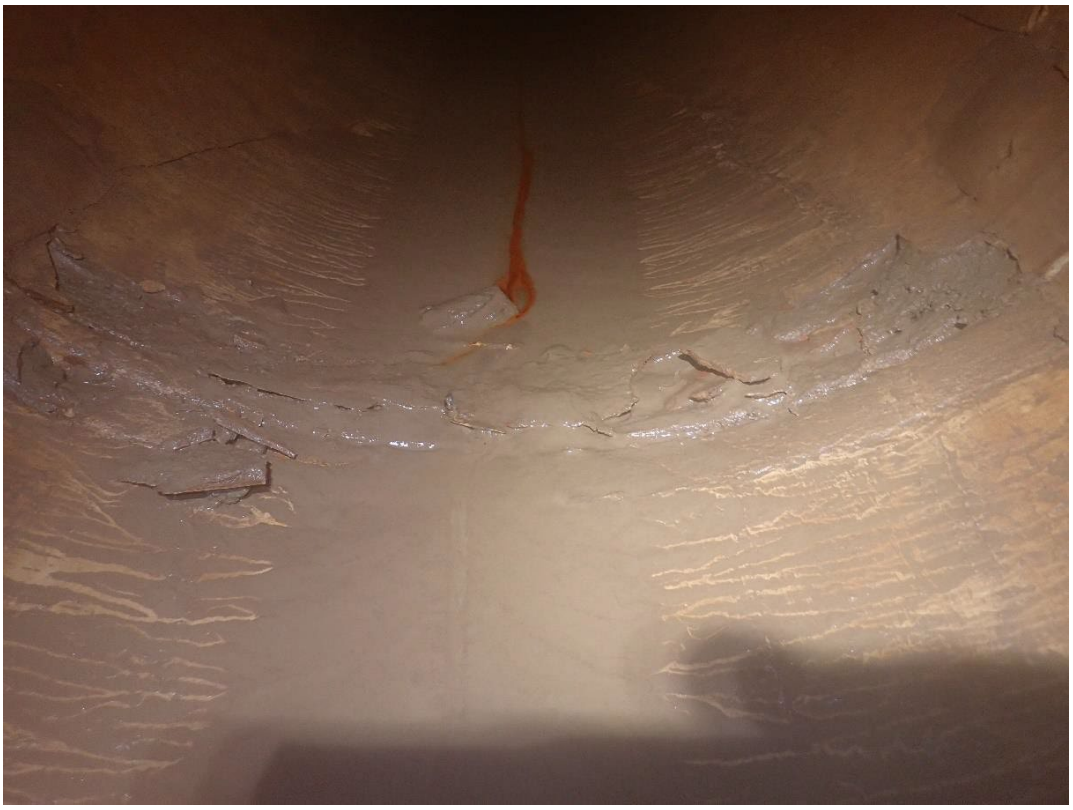
MK-636 Point Load Damage from Blow-Off Valve Repair



Pipe Joint 635/636 Joint Mortar Spalling



Pipe Joint 635/636 Joint Mortar Spalling



Pipe Joint 637/638 Joint Mortar Spalling



Pipe Joint 638/637 Joint Mortar Spalling



Pipe Joint 638/639 Joint Mortar Spalling/Cracking



Significant Spalling/Cracking MK-639



Significant Spalling MK-639



Pipe Joint 639/640 Joint Mortar Spalling



Pipe MK-641 Significant Lining Crack Greater than 1/8” wide



Pipe MK-641 Significant Lining Crack Greater than 1/8” wide



Telescoped Pipe Joint 643/644 at 7/8”-1.00”



Telescoped Pipe Joint 643/642 at Approx. 3/8” - 1/2"



Telescoped Pipe Joint 643/642 at Approx. 3/8” - 1/2"



Significant Spalling MK-632



Significant Spalling MK-632 Approx. 10-feet in Length



Heavy Silt/Water Near Rupture Site



Debris/Heavy Silt/Water Near Rupture Site



Debris/Heavy Silt/Water Near Rupture Site

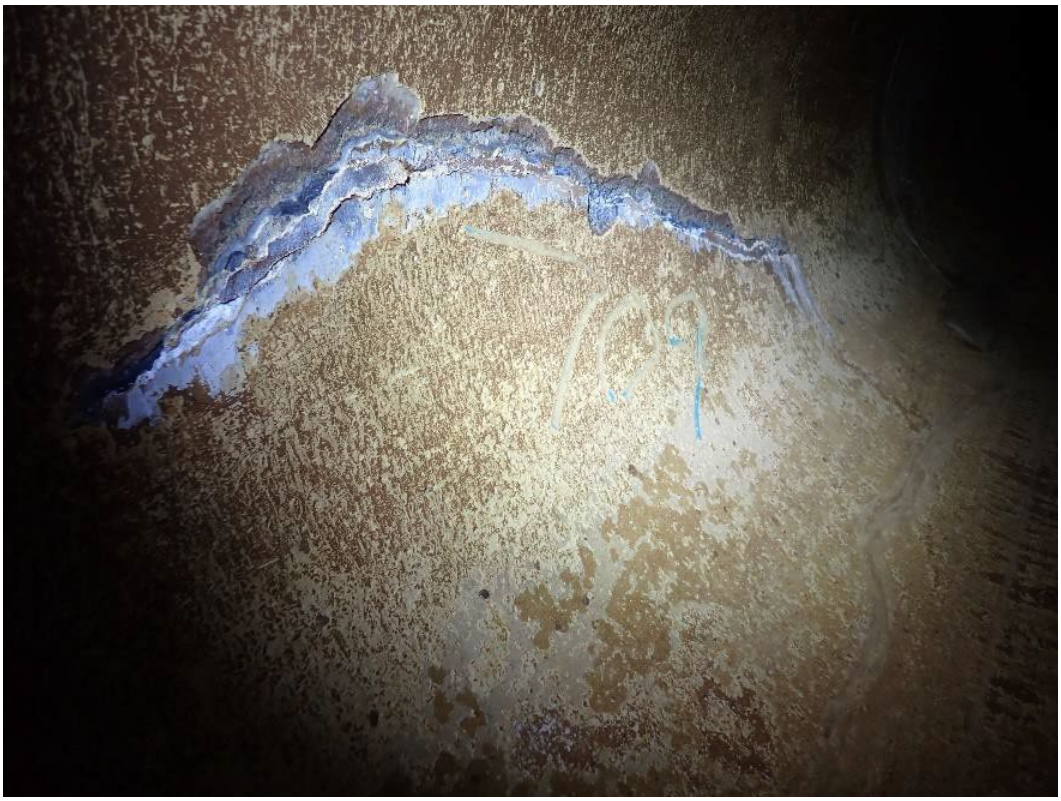
Segment F to Segment G Summary - Sta. 2136+75 to Sta. 2164+00

The internal evaluation of Section F involves pipe numbers MK-713 thru MK-655. The evaluation of Section F started at pipe joint 713/712 working towards the rupture site at Sta. 2158+10 (MK-700). Once pipe joint 698/697 was reached the evaluation process was stopped due to safety concerns with the condition of the ovality of MK-700 being more elliptical in shape and an enormous amount of silt infiltration from the existing split/rupture site along with downed mortar lining debris.



MK-700 Rupture Pipe

Minimal spalled lining from pipe joint 713/712 to pipe joint 703/702 was observed with isolated invert spalling found between MK-712 through MK-709 (Sta. 2163+25 thru 2161+82).



Spalled Lining/Crack MK-709 Approx. 2-foot Long



Spalled Lining/Crack MK-711 Approx. 1-foot Long



Spalled Pop-out MK-712 Approx. 1-foot Long

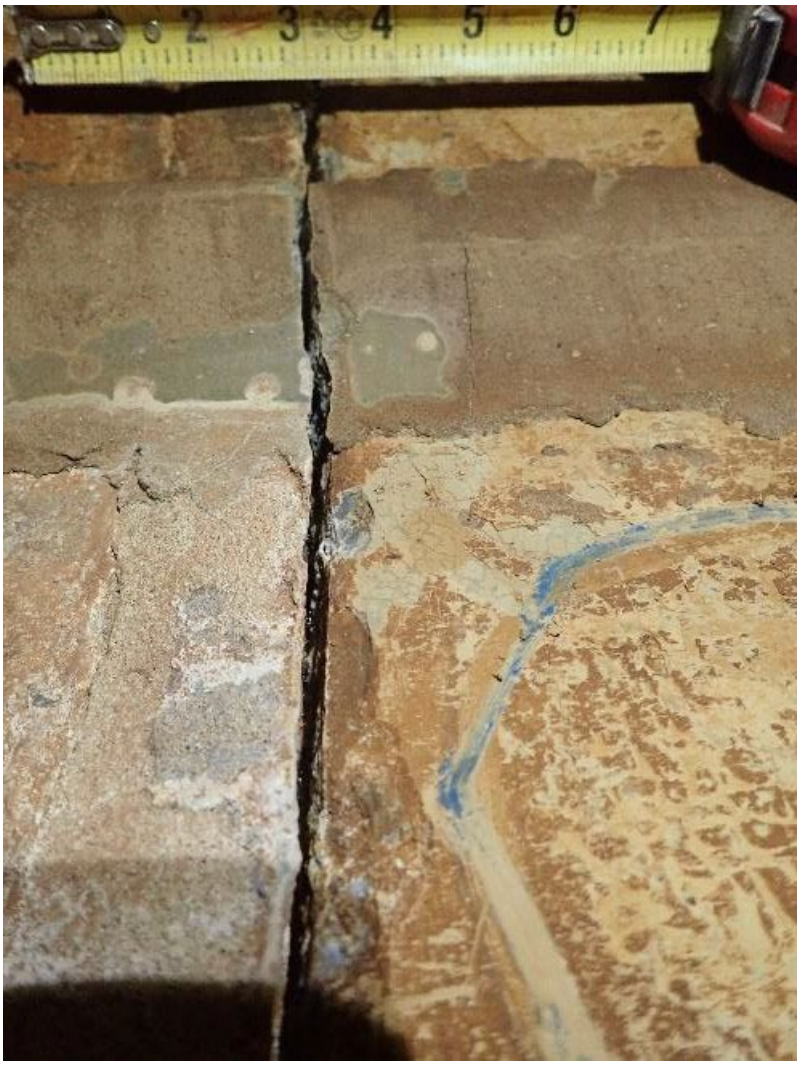


Spalled Pop-out MK-716 Approx. 1-foot Long

Approaching the rupture site progressing down station to approximate pipe joint MK-702/701 (Pipe Sta. 2158+50) significant lining damage was present. Pipe joint 702/701 was found with significant pipe joint grout spalling. Mid pipe of MK-701, significant spalling and fracturing of the lining was present. Pipe joint 701/700 was found with significant pipe joint grout spalling. Refer to the attached 2024 Defect Summary Report for all details (This information was also pulled from my original report dated August 9-19, 2021).



Pipe Joint 701/700 Spalled Lining off the Internal Joint Bond Straps

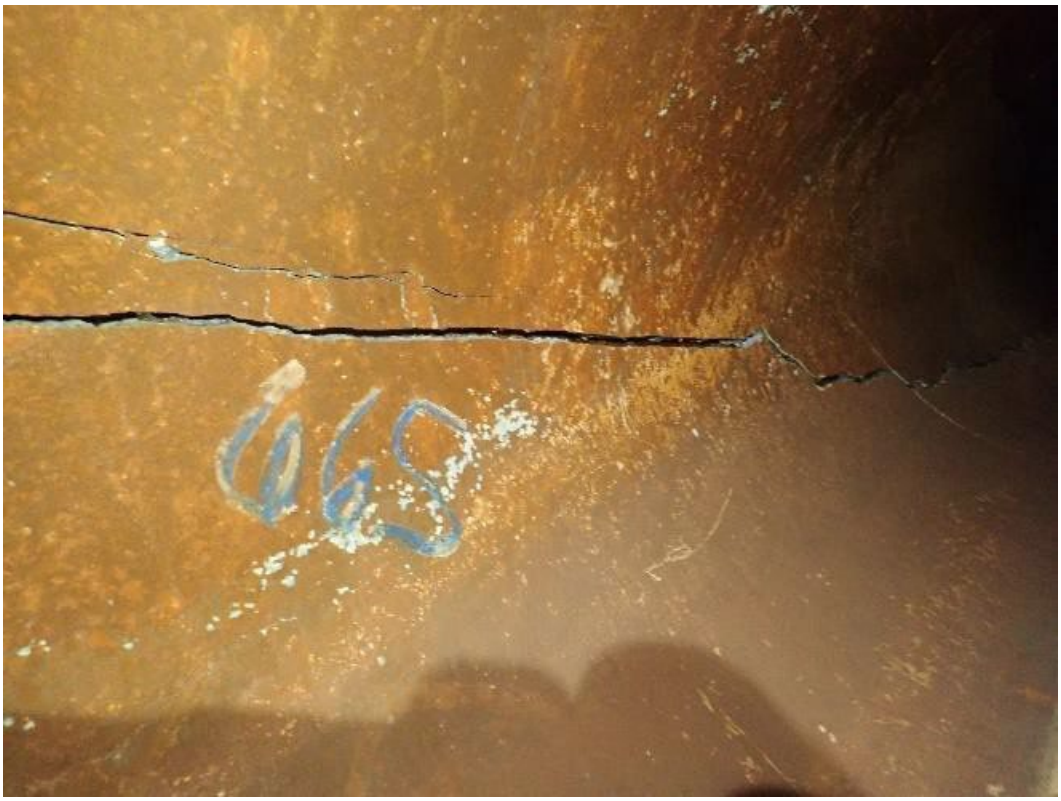


Pipe Joint 702/701 with 1/8” – 3/16” Joint Gap Separation



Isolated Spalling Lining Located on Pipe MK-683

Longitudinal cracking was found at various locations measuring 1/16” wide and wider. The widest crack found was on MK-665 (approximate Pipe Sta. 2141+68), which measured approximately 1/2” wide.



Pipe MK-665 Crack Measuring 1/2" Wide



Pipe MK-665 Crack Measuring 1/2" Wide



Pipe MK-673 Crack Measuring 1/4" in Width



Spalled Lining Midpoint of MK-679 Approx. 10-feet Long



Spalled Lining Midpoint of MK-675 Approx. 10-feet Long



Spalled Lining Midpoint of MK-679 Approx. 10-feet Long

Manhole entrances were found with cracked and spalled lining at the interface connection between the manhole riser pipe and the 30” mainline pipe.





Manhole MK-697 with Cracked/Spalling Lining





Manhole MK-688 with Cracked/Spalling Lining

Segment G to end of Segment G Summary - Sta. 2164+00 to Sta.2213+50

The internal evaluation of Section G involves pipe numbers MK-844 thru MK-713. The evaluation of Section G started at pipe joint 844/843 working towards Pipe joint 714/813. The evaluation process was not allowed from pipe Sta. 2209+09 (the manhole on MK-844) thru Sta. 2213+50. This was an onsite decision that was made due to safety concerns about not being able to ventilate the area properly.

At approximate Pipe Sta. 2198+22 (MK-822), a 16-inch outlet was field attached (has appearance of being a Hot Tap) with the outlet hole cored from the outside leaving behind spalled CML lining.

Numerous random spalled lining sites such as the ones shown below were found where the lining had been disturbed and laying loose at the pipe invert normally downstream from the spalled area. This issue was found randomly throughout the entire pipeline section evaluated.

Physical damage to the pipe was found at approximately Sta. 2192+15/MK-804. An approximate 24” x 24” point load damage site was discovered. This damage appears to be caused by exterior construction activities. The steel pipe cylinder is protruding inward with all the lining spalled from the damaged site. This damage appears to have been caused prior to the pipeline rupture issue based on silt buildup on the fracture edge of the mortar lining and corrosion on the steel pipe surface.

Below are some random photos of Spalled lining issues within Section G.



Spalled CML Lining at 16” Outlet Sta. 2198+22/MK-822



Spalled CML Lining at 16” Outlet Sta. 2198+22/MK-822



Pipe MK-756 Spalled Lining Near Invert



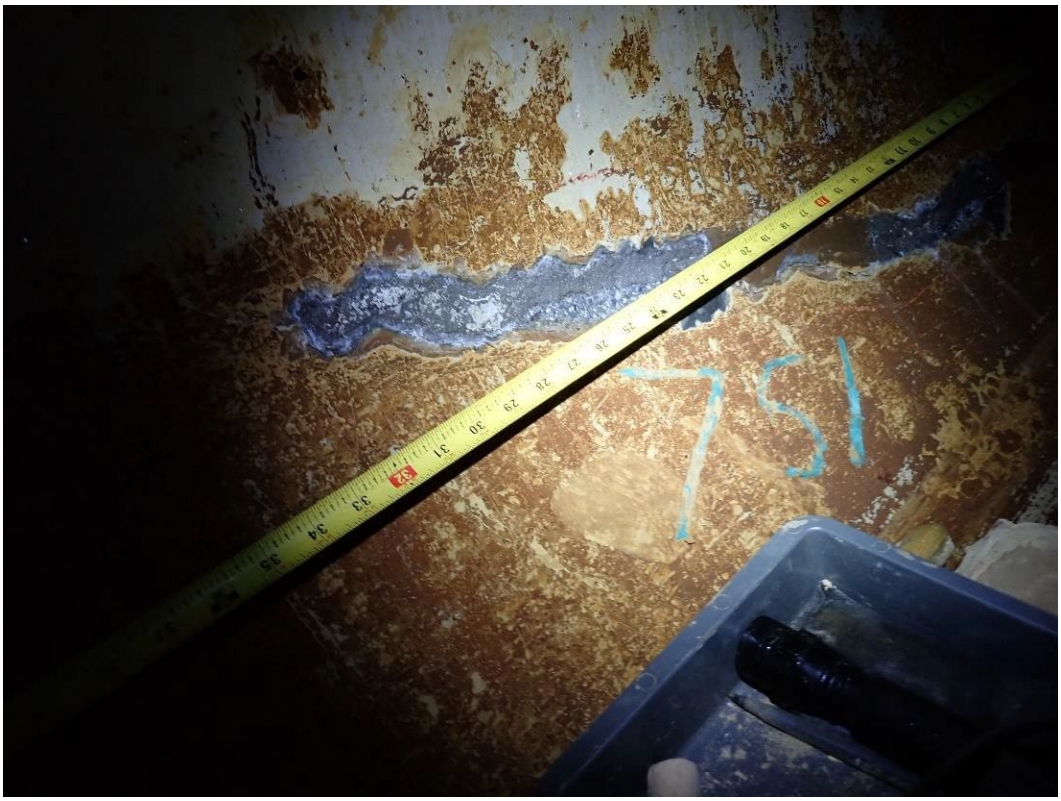
Pipe MK-822 Spalled Lining Near Invert



2021 Photo Point Load Damage on MK-804



2024 Photo Point Load Damage on MK-804



Pipe MK-771 Spalled Lining Near Invert Approx. 32-Inches Long



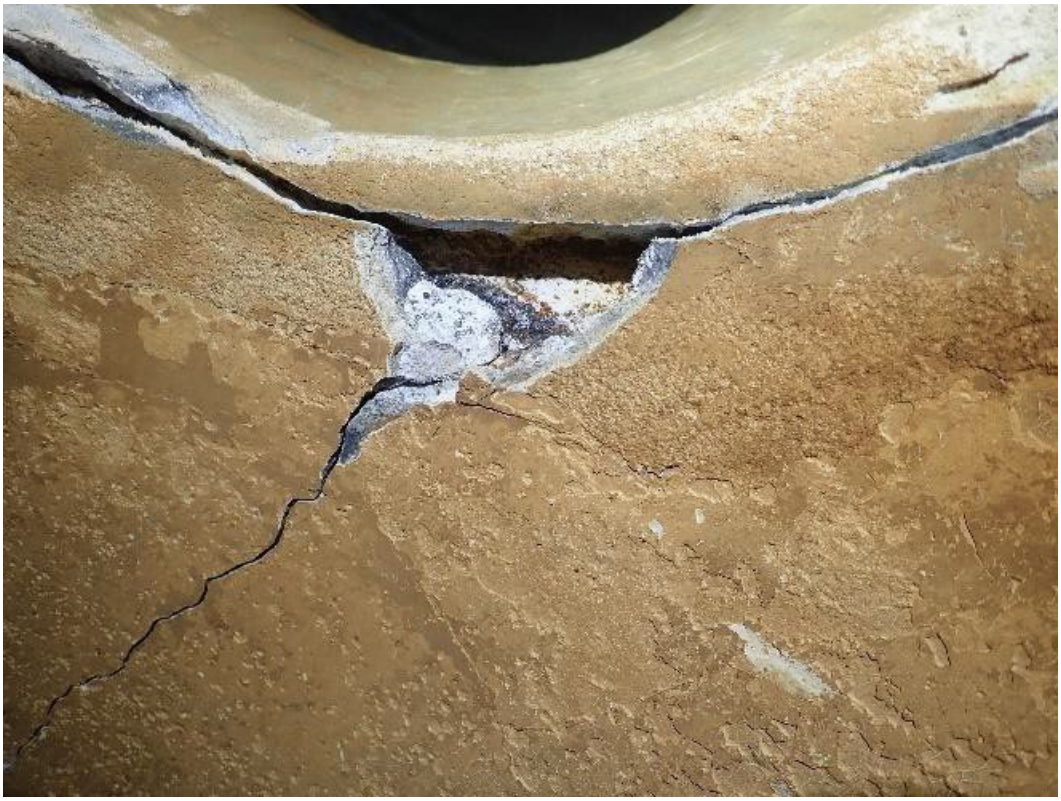
Pipe MK-738 Spalled Lining Near Invert Approx. 15-Inches Long



Pipe MK-738 Spalled Lining at Internal Joint Bonds



Manhole MK-525 with Cracked/Spalling Lining



Manhole MK-525 with Cracked/Spalling Lining

Please review and return any comments you may have regarding this report.

Follow-up Action Items:

1) TBD

Please contact me if you have any questions.

Sincerely,

Accurate Inspections, Inc.



Billy J Fields
AWS Senior Certified Welding Inspector #17100068
AWS Certified Welding Supervisor #0902004S
NACE Certified Coating Inspector #7866

Attachments: 2024 Defect Summary Report Dated 10/07-16/2024

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
	2214+06	G					30" Valve Vault
844	2209+09	G	150	29.66	30.03	-1.2%	Manhole Pipe
844/843		G	150	29.94	30.59	-2.1%	OK
843		G	150	29.50	30.56	-3.5%	OK
843/842		G	150	29.31	30.06	-2.5%	OK
842		G	150	29.28	30.88	-5.2%	OK
842/841		G	150	29.94	30.88	-3.0%	OK
841		G	150	28.78	31.03	-7.3%	OK
841/840		G	150	29.00	31.13	-6.8%	OK
840		G	150	28.94	30.84	-6.2%	OK
840/839		G	150	30.13	30.19	-0.2%	OK
839		G	150	29.88	30.06	-0.6%	OK
839/838		G	150	29.62	31.06	-4.6%	OK
838		G	150	29.88	30.16	-0.9%	Minor spalling of lining near springline
838/837		G	150	29.88	30.50	-2.0%	OK
837		G	150	29.25	30.66	-4.6%	OK
837/836		G	150	30.00	30.50	-1.6%	OK
836		G	150	28.94	31.06	-6.8%	OK
836/835		G	150	29.72	30.78	-3.5%	OK
835		G	150	29.28	30.88	-5.2%	OK
835/834		G	150	29.75	30.81	-3.4%	OK
834		G	150	29.50	30.38	-2.9%	OK
834/833		G	150	29.50	31.00	-4.8%	OK
833		G	150	29.22	30.41	-3.9%	OK
833/832		G	150	29.50	30.88	-4.5%	OK
832		G	150	29.00	30.75	-5.7%	OK
832/831		G	150	28.69	31.44	-8.7%	OK
831/80		G	150	29.25	30.44	-3.9%	OK
830		G	150	28.50	31.28	-8.9%	OK
830/829		G	150	29.94	31.13	-3.8%	OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
829		G	150	29.03	30.03	-3.3%	OK
829/828		G	150	29.25	30.91	-5.4%	OK
828		G	150	29.34	30.81	-4.8%	OK
828/827		G	150	29.88	30.63	-2.4%	OK
827		G	150	30.19	30.31	-0.4%	OK
827/826		G	150	30.19	30.31	-0.4%	OK
826	2200+67	G	1/4" W				Elbow with Blowoff OT
826/825		G	150	29.00	31.19	-7.0%	OK
825		G	150	29.88	30.22	-1.1%	OK
825/824		G	150	29.53	30.41	-2.9%	OK
824		G	150	29.19	30.94	-5.7%	OK
824/823		G	150	29.59	30.69	-3.6%	OK
823		G	150	28.81	31.13	-7.4%	OK
823/822		G	150	29.81	32.50	-8.3%	OK
822	2198+22	G	150				Spalled lining at 16"OT and invert of 30" pipe. 16"OT not shown on drawings/lay schedule
822/821		G	150	30.03	30.31	-0.9%	OK
821	2198+01	G					
821/820		G	150	29.81	30.91	-3.5%	OK
820/819		G	150				OK
819/818		G	150	29.69	30.84	-3.7%	OK
		G					Pipe numbering does not agree with Lay Schedule due to possible extra/modified pipe joints?
814/813		G	150				OK
813/812		G	150				OK
812/811		G	150				OK
811/810		G	150				OK
810/809		G	150				OK
809/808		G	150				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
808/807		G	150				OK
807/806		G	150				OK
806/805		G	150				OK
805/804		G	150				OK
804	2192+15	G	150				Major point load damage at springline of pipe approx. 2ft x 2ft. Possibly Backhoe damage.
804/803		G	150				OK
803/802		G	150				OK
802/801		G	150				OK
801/800		G	150				OK
800/799		G	150				OK
799/798		G	150				OK
798		G	150				OK
798/797		G	150				OK
797		G	1/4" W				Elbow
797/796		G	150				OK
796/795		G	150				OK
795/794		G	150				OK
794/793		G	150				OK
793/792		G	150				OK
792		G	1/4" W				Elbow
792/791		G	150				OK
791	2189+18	G	150				Manhole Pipe
791/790		G	150				OK
790/789		G	150				OK
789/787		G	150				OK
787		G	1/4" W				Elbow
787/786		G	150				OK
786		G	1/4" W				Elbow

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			2024 DEFECT SUMMARY REPORT 32" OD AWWA C200 Pipe with C203 Coating and C205 Lining			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
786/785		G	150				OK
785		G	1/4" W				Elbow
785/784		G	150				OK
784/783		G	150				OK
783/782		G	150				OK
782		G	1/4" W				Elbow
782/781		G	150				OK
781/780		G	150				OK
780/779		G	150				OK
779/778		G	150				OK
778/777		G	150				OK
777		G	1/4" W				Elbow
777/776		G	150				OK
776		G	1/4" W				Elbow
776/775		G	150				OK
775/774		G	150				OK
774/773		G	150				OK
773/772		G	150				OK
772/771		G	150				OK
771		G	1/4" W				Elbow
771/770		G	150				OK
770/769		G	150				OK
769/768		G	150				OK
768/767		G	150				OK
767/766		G	150				OK
766		G	1/4" W				Elbow
766/765		G	150				OK
765/764		G	150				OK
764/763		G	150				OK
763/762		G	150				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
762/761		G	150				OK
761		G	1/4" W				Elbow
761/760		G	150				OK
760/759		G	150				OK
759		G	150				OK
759/758		G	150				OK
758		G	150	29.13	30.59	-4.8%	OK
758/757		G	150	29.34	29.22	0.4%	OK
757/756		G	150	30.00	29.16	2.9%	OK
756		G	150	30.03	30.22	-0.6%	Spalled lining at invert approx. 1ft long
756/755		G	150	30.00	29.88	0.4%	OK
755		G	150	29.72	30.69	-3.2%	Spalled lining near invert of pipe
755/754		G	150	29.31	30.56	-4.1%	OK (2024 Eval. Point Load at invert of pipe from orrigonal installation)
754		G	150	29.84	30.25	-1.3%	OK
754/753		G	150	30.00	30.06	-0.2%	OK
753		G	150	29.88	30.28	-1.3%	OK
753/752		G	150	29.88	29.81	0.2%	OK
752		G	150	29.31	29.56	-0.8%	Spalled lining near invert of pipe
752/751		G	150	29.91	30.03	-0.4%	OK
751		G	150				2024 Eval. - Spalled lining near invert of pipe approximately 32"
751/750		G	150	30.00	30.06	-0.2%	OK
750		G	150	30.00	30.13	-0.4%	Spalled lining approx. 12"x12" near invert of pipe
750/749		G	150	30.03	30.06	-0.1%	OK
749/748		G	150	30.06	30.00	0.2%	OK
748/747		G	150	29.88	30.09	-0.7%	OK
747		G	150	30.00	30.13	-0.4%	Spalled lining near invert of pipe approx. 30" long
747/746		G	150	30.00	30.09	-0.3%	OK
746/745		G	150	29.94	30.16	-0.7%	OK
745/744		G	150	30.13	30.94	-2.6%	OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			2024 DEFECT SUMMARY REPORT 32" OD AWWA C200 Pipe with C203 Coating and C205 Lining			
Pipe Joint Num.	Stationing	Segment #	Pressure Class	Measured Vertical	Measured Horizontal	% Deflection	Comments
744/743		G	150	30.06	30.03	0.1%	OK
743/742		G	150	30.06	30.19	-0.4%	OK
742/741		G	150	29.69	30.31	-2.1%	OK
741/740		G	150	30.09	29.66	1.5%	OK
740/739		G	150	29.91	30.06	-0.5%	OK
739/738		G	150	29.88	30.41	-1.7%	OK
738/737		G	150	29.75	30.34	-2.0%	Spalled Joint Bonds, spalled lining mid pipe approx. 12-inches long
737/736		G	150	30.09	30.19	-0.3%	OK
736/735		G	150	29.88	29.22	2.2%	OK
735/734		G	150	30.03	29.84	0.6%	OK
734		G	150	30.03	30.28	-0.8%	OK
734/733		G	150	29.69	30.28	-2.0%	OK
733/732		G	150	29.81	30.22	-1.3%	Spalled lining at Joint Bonds, Spalled lining near mid pipe
732/731		G	150	29.88	30.25	-1.2%	OK
731/730		G	150	30.09	30.00	0.3%	OK
730	2170+09	G	150	29.59	30.22	-2.1%	Manhole Pipe
730/729		G	150	29.93	29.81	0.4%	OK
729/728		G	150	29.06	30.25	-3.9%	OK
728/727		G	150	30.06	29.94	0.4%	OK
727/726		G	150	30.16	29.88	0.9%	OK
726/725		G	150	29.75	30.06	-1.0%	OK
725/724		G	150	29.78	30.16	-1.2%	OK
724/723		G	150	30.34	30.63	-0.9%	OK
723/722		G	150	30.19	30.91	-2.3%	OK
722/721		G	150	29.69	30.16	-1.6%	2024 Eval. - Spalled lining near invert of pipe approximately 32"
721/720		G	150	30.03	29.94	0.3%	OK
720/719		G	150	29.88	30.09	-0.7%	OK
719/718		G	150				OK
718/717		G	150				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			2024 DEFECT SUMMARY REPORT 32" OD AWWA C200 Pipe with C203 Coating and C205 Lining			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
717	2165+12	G	150				Manhole Pipe & 4"AV/ARV not vented to the atmospheric air, spalled lining approx. 12" long. Exterior epoxy coating failure
717/716		G	150	29.88	30.25	-1.2%	OK
716		G	150	29.53	30.38	-2.8%	Spalled lining near invert of pipe approximately 12" long
716/715		G	150	30.00	30.22	-0.7%	OK
715/714		G	150	30.00	29.81	0.6%	OK
714/713		G	150	29.94	30.19	-0.8%	OK
713/712		F	150	30.00	30.06	-0.2%	OK
712		F	150	29.59	30.44	-2.8%	Spalled lining at invert 12" x 24"
712/711		F	150	30.00	30.22	-0.7%	OK
711		F	150	29.53	30.19	-2.2%	Spalled lining at invert 3" x 12"
711/710		F	150	30.00	30.19	-0.6%	OK
710		F	150	29.72	30.38	-2.2%	Spalled lining at invert 6" x 24"
710/709		F	150	29.88	30.19	-1.0%	OK
709		F	150	29.44	30.31	-2.9%	Spalled lining at Top 6" x 24"
709/708		F	150	30.16	30.16	0.0%	OK
708/707		F	150	29.94	30.41	-1.5%	OK
707/706		F	150	29.81	30.38	-1.9%	OK
706/705		F	150	29.81	30.31	-1.6%	OK
705/704		F	150	30.25	30.06	0.6%	OK
704/703		F	150	30.00	30.06	-0.2%	OK
703		F	150	28.69	31.13	-7.8%	OK
703/702		F	150	30.00	30.13	-0.4%	OK
702		F	150	29.75	30.34	-2.0%	OK
702/701		F	150/175	30.41	29.88	1.8%	Significant Spalled lining
701		F	175	28.69	31.13	-7.8%	Significant Spalled lining
701/700		F	175	29.75	31.00	-4.0%	Significant Spalled lining
700	2158+10	F	175				Pipe Rupture and Damage Cylinder from excavation
700/699		F	175				Heavy Silt/Mud from Rupture (2024 Eval. Not able to eval due to safety concerns)

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
699/698		F	175				Heavy Silt/Mud from Rupture (2024 Eval. Not able to eval due to safety concerns)
698/697		F	175				Heavy Silt/Mud from Rupture (2024 Eval. Longitudinal cracking approximatly 36" long)
697/696		F	175	30.13	30.44	-1.0%	Spalled lining at Springline approximately 12-feet
696		F	175	29.59	30.16	-1.9%	OK (2024 Eval. Spalling at Pipe joint 696/695)
696/695		F	175	30.50	30.34	0.5%	Longitudinal lining crack
695/694		F	175	30.69	30.53	0.5%	Spalled pipe joint lining
694/693		F	175	30.03	30.66	-2.0%	Longitudinal lining crack
693/692		F	175	29.50	30.56	-3.5%	OK
692/691		F	175	30.00	30.81	-2.6%	OK
961/990		F	175	30.00	30.63	-2.0%	OK
690/689		F	175	30.34	30.69	-1.1%	Spalled/longitudinal lining crack
689/688		F	175	30.25	30.34	-0.3%	Pipe joint opened approximately 1/8"
688	2152+11	F	175	30.25	30.31	-0.2%	Manhole lining separated from mainline at saddle connection
688/687		F	175	30.25	30.31	-0.2%	OK
687/686		F	175	30.09	30.59	-1.6%	Longitudinal lining cracks 1/16" wide
686/685		F	175	30.22	30.38	-0.5%	OK
685/684		F	175	30.22	30.16	0.2%	OK
684/683		F	175	29.78	30.78	-3.2%	OK
683		F	175	29.28	30.66	-4.5%	Spalled lining near invert approximatly 12" long
683/682		F	175	30.00	30.59	-1.9%	OK
682		F	175				2024 Eval. - Spalled lining approximately 6" Long
682/681		F	175	30.19	30.59	-1.3%	OK
681/680		F	175	29.88	30.50	-2.0%	OK
680/679		F	175	30.03	30.56	-1.7%	OK
679		F	175	29.63	30.69	-3.5%	Significant spalling of lining approximately 10-ft leading into next
679/678		F	175	30.19	30.50	-1.0%	Significant spalling at pipe joint . Pipe joint telescoped
678/677		F	175	30.03	30.63	-1.9%	OK
677/676		F	175	29.88	31.16	-4.1%	Pipe joint lining cracked

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
676/675		F	175	30.28	30.63	-1.1%	Longitudinal lining crack 1/16" wide
675		F	175	29.69	30.06	-1.2%	Significant spalling of lining approximately 10-ft
675/674		F	175	30.03	30.66	-2.0%	Pipe joint lining cracked
674/673		F	175	29.09	29.22	-0.4%	Pipe joint opened 1/16"
673		F	175	30.13	30.34	-0.7%	Longitudinal lining cracked 3/16"-1/4" width
673/672		F	175	30.03	30.75	-2.3%	Longitudinal lining cracked
672		F					2024 Eval. - Longitudinal lining cracks 1/16"-1/8" wide
672/671		F	175	30.16	30.28	-0.4%	Longitudinal CML cracking
671/670		F	175	30.31	30.63	-1.0%	OK
670/669		F	175	30.16	30.50	-1.1%	Pipe joint opened 3/16"
669/668		F	175	30.50	30.31	0.6%	OK
668		F	175	29.13	30.63	-4.9%	Spalled lining at invert 16" (2024 Eval. - 2 locations)
668/667		F	175	30.06	30.50	-1.4%	OK
667		F	175	30.00	30.16	-0.5%	Spalled lining at invert
667/666		F	175	30.00	30.41	-1.3%	Spalled lining at invert (2024 Eval. - located at springline of pipe approximately 12" x 36")
666/665		F	175	30.03	30.94	-2.9%	Severe Longitudinal lining crack 1/8" wide full length of pipe
665		F					2024 Eval. - Severe Longitudinal lining crack 1/4" wide full length of pipe
665/664		F	175	30.19	30.66	-1.5%	Pipe joint telescoped approximately 3/16"
664/663		F	175	30.25	31.75	-4.7%	Significant Longitudinal lining crack 1/8" wide approximately 15-ft
663		F	175	29.84	30.63	-2.6%	Significant spalling and cracking continues (2024 Eval. - Approximately 15-feet of pipe)
663/662		F	175	30.06	30.75	-2.2%	OK
662		F	175	29.84	30.63	-2.6%	OK (2024 Eval. Longitudinal cracking 1/8" wide)
662/661		F	175	30.56	30.72	-0.5%	OK
661/660		F	175	30.50	30.28	0.7%	Pipe joint telescoped approximately 3/4"
660		F	175				Significant spalling and cracking of lining
660/659		F	175	30.44	30.50	-0.2%	Pipe joint telescoped approximately 3/16"
659/658	2138+35	F	175				Northside of new 30" BFV Approximate Sta. 2138+35

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
SOUTH SIDE OF NEW 30" VALVE VAULT							
657/656	2137+81	F					OK (Welded Pipe Joint)
656/655		F					Pipe joint telescoped approximately 3/16" - 1/4"
655/654		E					Significant lining failure of pipe joint grouting
654		E					Significant spalling and cracking of lining
654/653		E					OK
653/652		E					OK
652/651		E					Significant lining failure of pipe joint grouting
651/650		E					OK
650/649		E					Significant spalling and cracking of lining
649		E					Spalled lining approximately 2ft from pipe joint
649/648	2133+02	E	175	30.34	29.13	4.2%	OK
648		E	175	29.94	29.97	-0.1%	Spalled lining at Manhole on MK-648
648/647		E	175	30.19	30.25	-0.2%	OK
647/646		E	175	30.34	30.31	0.1%	Significant spalled lining at pipe joint
646		E	175	29.75	30.16	-1.3%	Longitudinal lining crack extending from pipe joint 647/646. Significant spalled lining mid pipe approximately 10ft long
646/645		E	175	30.56	30.16	1.3%	OK
645		E	175	29.91	30.09	-0.6%	Longitudinal lining crack extending from pipe joint near invert
645/644		E	175	30.19	30.44	-0.8%	Pipe joint opened/telescoped approx. 3/8" - 1/2"
644		E	175	29.87	30.75	-2.9%	Significant spalled lining mid pipe
644/643		E	175	30.25	30.16	0.3%	Pipe joint opened/telescoped approximately 7/8" - 1.00"
643		E	175	29.28	30.66	-4.5%	Significant spalled lining mid pipe
643/642		E	175	30.22	30.31	-0.3%	Pipe joint opened/telescoped approx. 1/2", Severe CML cracking
642/641		E	175	30.69	30.31	1.2%	Significant lining crack exceeding 1/8" width
641/640		E	175				Significant spalled lining at pipe joint
640		E	175				Longitudinal cracking extending from pipe joint 641/640
640/639		E	175				Significant spalled lining of pipe joint grouting, Significant spalled lining crack
639		E	175				Significant spalling lining mid pipe

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
639/638		E	175				Pipe joint grout cracking/spalling, pipe joint opened/telescoped
638/637		E	175				Significant spalled lining at pipe joint
637/636		E	175				OK
636		E	175				Point load spalling near top of pipe. This appears to be recent excavator damage from replacement of the defective BO Valve
636/635		E	175				Significant spalled lining at pipe joint
635/634		E	175				OK
634/633		E	175				OK
633		D	175				Longitudinal cracking extending from pipe joint approx. 10-feet long
633/632		D	175				Significant spalled lining at pipe joint invert
632		D	175				Significant spalled lining mid pipe approx. 10-feet long
632/631		D	175				Minor joint grout cracking (2024 Eval. - Pipe Joint now welded, VT
631	2125+01	D	1/4" W				Elbow Pipe, AV/ARV Pipe Sta. 2125+01
631/630		D	200				OK (2024 Eval. - Pipe Joint now welded, VT OK)
630/629		D	200				OK (2024 Eval. - Pipe Joint now welded, VT OK)
629/628		D	200				OK
628/627		D	200				OK
627/626		D	200				OK
626/625		D	200				OK
625/624		D	200				OK
624/623		D	200				OK
623/622		D	200				OK
622/621		D	200				OK
621/620		D	200				OK
620/619		D	200				OK
619/618		D	200				OK
618/617		D	200				OK
617/616		D	200				OK
616/615		D	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			2024 DEFECT SUMMARY REPORT 32" OD AWWA C200 Pipe with C203 Coating and C205 Lining			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
615/614		D	200				OK
614/613		D	200				OK
613/612		D	200				OK
612/611		D	200				OK
611/610		D	200				OK
610/609		D	200				OK
609/608		D	200				OK
608	2114+27	D	200				Manhole Pipe
608/607		D	200				OK
607/606		D	200				OK
606/605		D	200				OK
605/604		D	200				OK
604/603		D	200				OK
603/602		D	200				OK
602/601		D	200				OK
601/600		D	200				OK
600/599		D	200				OK
599/598		D	200				OK
598/597		D	200				OK
597/596		D	200				OK
596/595		D	200				OK
595	2107+66	D	200				Blowoff Piping
595/594		D	200				OK
594/593		D	200				OK
593		D	1/4 W				Elbow Pipe
593/592		D	200				OK
592/591		D	200				OK
591/590		D	200				OK
590		D	1/4 W				Elbow Pipe
590/589		D	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
589		D	200				Spalled lining 6" Dia.
589/588		D	200				OK
588/587		D	200				OK
587/586		D	200				OK
586	2104+02	D	200				AR/ARV Pipe
586/585		D	200				OK
585/584		D	200				OK
584/583		D	200				OK
583/582		D	200				OK
582/581		D	200				OK
581/580		D	200				OK
580		D	200				Spalled lining mid pipe
580/579		D	200				OK
579/578		D	200				OK
578		D	200				Spalled lining at two locations
578/577		D	200				OK
577		D	200				Spalled lining mid pipe
577/576		D	200				OK
576		D	200				Significant Spalled lining approximately 20ft
576/575		D	200				OK
575/574		D	200				OK
574/573		D	200				OK
573/572		D	200				OK
572/571		D	200				OK
571/570		D	200				OK
570/569		D	200				OK
569/568		D	200				OK
568	2095+87	D	200	29.50	30.44	-3.1%	Manhole Pipe
568/567		D	200	30.13	30.69	-1.8%	OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
567/566		C	200	29.50	30.25	-2.5%	OK
566	2094+90	C	200	29.75	30.13	-1.2%	Blowoff Piping
566/565		C	200				OK
565		C	1/4 W				Elbow Pipe
565/564		C	200				OK
564/563		C	200				OK
563		C	200				Spalled lining at two invert locations
563/562		C	200				OK
562		C					2024 Eval. -Spalled Crack approximately 18" long
		C	200				OK
561/560		C	200				OK
560/559		C	200				OK
559/558		C	200				OK
558/557		C	200				OK
557/556		C	200				OK
556		C	200				Spalled lining at two invert locations (2024 Eval. - Approximately 12" long at both locations)
556/555		C	200				OK
555/554		C	200				OK
554		C	200				Spalled lining near invert of pipe (2024 Eval. - Approximately 12"
554/553		C	200				OK
553/552		C	200				OK
552		C	200				Spalled lining near Springline of pipe (2024 Eval. - Approximately 12" long)
552/551		C	200				OK
551/550		C	200				OK
550/549		C	200				OK
549/548		C	200				OK
548/547		C	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
547/546		C	200				OK
546/545		C	200				OK
545/544		C	200				OK
544/543		C	200				OK
543/542		C	200				OK
542/541		C	200				OK
541/540		C	200				OK
540/539		C	200				OK
539		C	200				Spalled lining near springline of pipe
539/538		C	200				OK
538		C	200				Spalled lining near invert and sprinline of pipe
537/536		C	200				OK
535		C	200				Spalled lining near invert location approx. 2ft long
535/534		C	200				OK
534/533		C	200				OK
533/532		C	200				OK
532/531		C	200				OK
531/530		C	200				OK
530/529		C	200				OK
529/528		C	200				OK
528/527		C	200				OK
527/526		C	200				OK
526/525		C	200				OK
525	2075+42	C	200				Manhole Pipe Sta. 2075+42, CML spalling around outlet/pipe
525/524		C	200				OK
524/523		C	200				OK
523/522		C	200				OK
522		C	200				Spalled lining near invert at 2 locations
522/521		C	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
521/520		C	200				OK
520/519		C	200				OK
519/518		C	200				OK
518		C	200				Spalled lining patch repair (2024 Eval. Repair is Disbonded)
518/517		C	200				OK
517		C	200				Spalling lining approx. 2ft long
517/516		C	200				OK
516		C	200				Spalled lining near invert location
516/515		C	200				OK
515/514		C	200				OK
514		C	200				Spalled lining near invert location approx. 3ft long
514/513		C	200				OK
513/512		C	200				OK
512/511		C	200				OK
511		C	200				Spalled lining repair near invert location approx. 2ft long
511/510		C	200				OK
510		C	200				Spalled lining near invert location approx. 3ft long
510/509		C	200				OK
509		C	200				Spalled lining nesar invert location approx. 2ft long at 2 locations
509/508		C	200				OK
508		C	200				Spalled lining near invert location approx. 2ft long
508/507		C	200				OK
507/506		C	200				Spalled lining near invert location approx. 6-inchs long
506/505		C	200				OK
505/504		C	200				OK
504/503		C	200				OK
503/502		C	200				Spalled lining repair near invert location
502/501		C	200				OK
501		C	200				2024 Eval. - Spalled lining at sprinline approximately 24" long
501/500		C	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
500/499		C	200				OK
499/498		C	200				OK
498/497		C	200				OK
497		C	200				Spalled lining near springline location approx. 1.5ft long
497/496		C	200				OK
496/495		C	200				OK
495/494		C	200				OK
494/493		C	200				OK
493/492		C	200				OK
492/491		C	200				OK
491/490		C	200				OK
490		C	200				Spalled lining near invert location approx. 1ft long
490/489		C	200				OK
489/488		C	200				OK
488		C	200				Spalled lining near invert location approx. 1ft long
488/487		C	200				OK
487/486		C	200				OK
486		C	200				Spalled lining approx. 3ft long
486/485		C	200				OK
485		C	200				2024 Eval. - 12" Spalled Lining
485/484		C	200				OK
484/483		C	200				OK (Pipe Joint removed/replaced with test heads
483/482		C	200				OK (2024 Eval. - Joint Grout Spalling, Welded joint/VT OK)
482/481		C	200				OK
481	2024+90	C	200				Manhole Pipe
481/480		C	200				OK
480	2054+52	C	200				AR/ARV Pipe
480/479		C	200				OK
479/478		B	200				OK
478	2054+61	B	200				Blowoff Piping

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
478/477		B	200				OK
477		B	1/4 W				Elbow Pipe
477/476		B	200				OK
476/475		B	200				OK
475		B	200				Spalled lining near invert location approx. 1ft long at 2 locations
475/474		B	200				OK
474/473		B	200				OK
473/472		B	200				OK
472		B	1/4 W				Elbow Pipe
472/471		B	200				Spalled lining approx. 16" long
471		B	200				Spalled lining approx. 1ft long
471/470		B	200				Spalled lining and 1/16" wide longitudinal cracking at top of pipe
470/469		B	200				OK
469/468		B	200				OK
468/467		B	200				OK
467/466		B	200				OK
466/465		B	200				OK
465/464		B	200				OK
464/463		B	200				OK
463/462		B	200				OK
462/461		B	200				OK
461/460		B	200				OK
460		B	200				Spalled lining near invert location approx. 1ft long at 2 locations
460/459		B	200				OK
459/458		B	200				OK
458/457		B	200				OK
457/456		B	200				OK
456/455		B	200				OK
455/454		B	200				OK
454/453		B	200				OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			2024 DEFECT SUMMARY REPORT 32" OD AWWA C200 Pipe with C203 Coating and C205 Lining			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
453/452		B	200				OK
452/451		B	200				OK
451/450		B	200				OK
450/449		B	200				OK
449/448		B	200				OK
448/447		B	200				OK
447/446		B	200				OK
446		B	200				Spalled lining approx. 1ft long
446/445		B	200				OK
445		B	200				Spalled lining at two locations approx. 1ft long and 3ft long
445/444		B	200				OK
444/443		B	200				OK
443		B	200				Spalled lining approx. 1ft long
443/442		B	200				OK
442/441		B	200				OK
441/440		B	200/175				OK
440/439		B	175				OK
439/438		B	175				OK
438/437		B	175				OK
437/436		B	175				OK
436/435		B	175				OK
435/434		B	175				OK
434		B	1/4 W				Elbow Pipe
434/433		B	175				OK
433/432		B	175				OK
432/431		B	175				OK
431		B	1/4 W				Elbow Pipe
431/430		B	175				OK
430/429		B	175				OK
429		B	200				Spalling popout invert location approx. 1ft long at 2 locations

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
429/428		B	200				OK
428		B	200				Significant spalled lining approximately 20ft
428/427		B	200				Significant spalled lining at pipe joint. (2024 Eval. - Pipe joint telescoped approximately 3/8")
427/426		B	200				Pipe joint grout cracking
426/425		B	200				Spalled lining approx. 1ft long
425/424		B	200				OK
424/423		B	175				OK
423/422		B	175	30.13	30.81	-2.2%	Spalled pipe joint grout
422		B	175				Significant spalled lining approximately 10ft
422/421		B	175				OK (2024 Eval. - Pipe joint telescoped approximately 3/8")
421/420		B	175				OK
420		B	175				Spalled lining approx. 1ft long (2024 Eval. - Approximately 60" long located at invert of pipe
420/419		B	175				
419		B	175				Spalled lining approx. 1ft long
419/418		B	175				OK
418		B	175				Spalled lining approx. 1ft long
418/417		B	175				OK
417		B	175				Spalled lining approx. 1ft long
417/416		B	175				OK
416		B	175				Spalled lining approx. 2ft long
416/415		B	175				OK
415/414		B	175				OK
414		B	175				Spalled lining approx. 1ft long
414/413	2025+36	B					30" Valve Vault MH
413/412		A					2024 Eval. - Water
412/411		A					2024 Eval. - OK/Water
411		A					2024 Eval. - OK
411/410		A		29.71	30.00	-1.0%	2024 Eval. - OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
410		A					2024 Eval. - OK
410/409		A					2024 Eval. - OK/Water
409		A					2024 Eval. - OK
409/408		A					2024 Eval. - OK
408		A					2024 Eval. - OK
408/407		A		30.00	29.81	0.6%	2024 Eval. - OK
407		A					2024 Eval. - OK
407/406		A					2024 Eval. - OK/Water
406		A					2024 Eval. - OK
406/405		A		29.87	29.71	0.5%	2024 Eval. - OK
405		A					2024 Eval. - OK
405/404		A					2024 Eval. - OK/Water
404		A					2024 Eval. - OK
404/403		A					2024 Eval. - OK/Water
403		A					2024 Eval. - OK
403/402		A		29.78	29.78	0.0%	2024 Eval. - OK
402		A					2024 Eval. - OK
402/401		A		29.87	30.06	-0.6%	2024 Eval. - OK
401		A					2024 Eval. - OK
401/400		A		30.00	29.87	0.4%	2024 Eval. - OK
400		A					2024 Eval. - OK
400/399		A		29.87	30.00	-0.4%	2024 Eval. - OK
399		A					2024 Eval. - OK
399/398		A		29.87	30.00	-0.4%	2024 Eval. - OK
398		A					2024 Eval. - OK
398/397		A		30.37	29.43	3.2%	2024 Eval. - OK
397		A					2024 Eval. - OK
397/396		A		29.93	29.87	0.2%	2024 Eval. - Joint Grout Spalling
396		A					2024 Eval. - OK
396/395		A		29.68	30.43	-2.5%	2024 Eval. - OK

Project - Evaluation Dates -	Gillette Madison 30" 10/07-16/2024			*2024 DEFECT SUMMARY REPORT* *32" OD AWWA C200 Pipe with C203 Coating and C205 Lining*			
Pipe Joint Num.	**Stationing**	**Segment #**	**Pressure Class**	**Measured Vertical**	**Measured Horizontal**	**% Deflection**	**Comments**
395		A					2024 Eval. - OK
395/394		A		30.00	29.93	0.2%	2024 Eval. - OK
394		A					2024 Eval. - OK
394/393		A		29.93	30.06	-0.4%	2024 Eval. - OK
393		A					2024 Eval. - OK
393/392		A		29.87	29.93	-0.2%	2024 Eval. - Joint Grout Spalling
392		A					2024 Eval. - OK
392/391		A		30.31	30.21	0.3%	2024 Eval. - OK
391		A					2024 Eval. - OK
391/390	2014+83	A					2024 Eval. - OK
390		A					2024 Eval. - OK MH
		A					

Vertical and Horizontal measurements were taken at random locations

Represents addition of information to Orrigonal Report

Appendix 2B to Exhibit A

Cathodic Testing Report
by MARCOR

October 11, 2024

DCVG SURVEY REPORT FOR THE 30-INCH DIAMETER MADISON WATER LINE NEAR EAST OF GILLETTE, WYOMING

Prepared for:	**Prepared by:**
Cooper (CJ) Ellis Regulatory/Technical Specialist City of Gillette Water Department 611 Exchange Ave Gillette, WY 82716 (970) 818-1498 Coopere@gillettewy.gov	Ellis Ekhator Corrosion Control Engineer MATCOR, Inc. 101 Liberty Lane Chalfont, PA 18914 (267) 291-2063 eekhator@matcor.com

MATCOR Project Number: 52013-2241070

Client Reference:

Revision History:

Rev.	Date	Approved by	Notes
0	10/11/2024	Glenn Shreffler	Submitted for client review/records

Table of Contents

EXECUTIVE SUMMARY 1
SYSTEM OVERVIEW 2
TEST PROCEDURES 2
TEST RESULTS AND CONCLUSION 3
RECOMMENDATION 5
APPENDIX A- ACVG SURVEY DATA
APPENDIX B- DCVG SURVEY DATA

EXECUTIVE SUMMARY

The City of Gillette contracted MATCOR to perform Alternating Current Voltage Gradient (ACVG)/ Direct Current Voltage Gradient (DCVG) survey on the 30-inch diameter Madison water pipeline near east of Gillette, Wyoming.

The survey was performed by MATCOR technician, Victor Garcia, over the course of 5 days, from September 20 to 25, 2024.

The initial survey method used was ACVG, but it was discontinued because of the slow progress made after surveying approximately 0.6-mile section. Consequently, the DCVG survey method was adopted for the line under consideration.

The assessment of the ACVG results for the 0.6-mile section identified 11 possible coating defects, with 9 classified as "minor" and 2 as "moderate."

Using the DCVG method, a total of 7.6 miles of the line were surveyed, revealing 47 possible coating defects. Based solely on % IR, 42 defects were classified as "minor" and 5 as "moderate." However, when factoring in the coating defect behavior at the indication site (anodic or cathodic with CP ON and OFF) alongside % IR, 40 defects were rated as "severe," while the remaining 7 were classified as "minor."

It is recommended that pipeline operator follow their establish criteria for prioritizing the need for direct examination of each indication found.

This report provides details on tests conducted, results, conclusions, and recommendation.

SYSTEM OVERVIEW

The City of Gillette contracted MATCOR to perform Alternating Current Voltage Gradient (ACVG)/DCVG survey on the 30-inch diameter Madison water pipeline near east of Gillette, Wyoming.

TEST PROCEDURES

The test employed for this work scope comprised of the following:

- ACVG Survey
- DCVG Survey

ACVG Survey

The Pipeline Current Mapper (PCM) allows users to perform two types of indirect inspection surveys:

1. **ACCA (AC Current Attenuation)**: A 4 Hz signal is applied to the pipeline, and measurements are taken to identify areas of current loss.

2. **ACVG (Alternating Current Voltage Gradient)**: This measures leakage current near the pipeline to locate coating defects.

For this project, the Radiodetection PCMx transmitter and an A-frame were used, along with an approved Android device for data collection and comments at 10 ft intervals on soil and paved surfaces. At each indication, the maximum voltage (in decibels), GPS coordinates, and 4 Hz current (in amperes) were recorded at least 20 ft before reaching the defect. The number of arrow indications (e.g., 4 arrows (4A) or 3 arrows (3A)) was also noted.

The collected data were analyzed, and the signal strength (field dB score) was normalized to 1 amp to assess the severity at the defect site (see Table 1).

Direct Current Voltage Gradient (DCVG) Survey

The DCVG survey on the 30-inch pipeline was conducted using an American Innovations Allegro QX field computer, calibrated copper/copper sulfate reference electrodes, cathodic protection rectifiers, and test leads.

First, a GPS-enabled current interrupter was installed on a temporary rectifier connected to the pipeline and a temporary ground. An interruption cycle of 0.5 seconds ON and 1.5 seconds OFF was used during testing. Voltage drop (IR) was measured and recorded at specific test points/stations along the pipeline before starting the DCVG survey.

In inline mode, the soil-to-soil voltage gradient was measured along the pipeline with the rectifier current in both ON and OFF modes to identify potential coating defects. For each indication, the following parameters were recorded: total mV drop at the defect site relative to remote earth, GPS coordinates (latitude and longitude), and polarity/orientation (cathodic or anodic) with CP ON or OFF.

After the survey, the data were processed to calculate the % IR (defect size) at each location and to classify the severity according to client requirements (see Table 1).

Table 1: Severity guide

DCVG	**1-35% Minor**	**35-50% Moderate**	**50-100% Severe**
ACVG	**30-50dBµV Minor**	**50-70dBµV Moderate**	**70-100dBµV Severe**

TEST RESULTS AND CONCLUSION

ACVG Survey

The Appendix A presents all relevant data collected from the ACVG survey conducted at 10 ft intervals, from the start of the line up to 0.6 miles. The assessment of the survey results identified 11 possible coating indications (see Table 2): 9 moderate and 2 severe. It is important to note that the ACVG method was applied only up to 0.6-mile section of the line and was discontinued (with DCVG technique preferred later) due to time constraints in the field.

Table 2: ACVG Test Data

Footage	dBuV	Latitude	Longitude	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel	ACVG Severity
110	38.2	44.431425	-104.85283	4A	75	73	Severe
310	26.9	44.43142	-104.853663	4A	87	85	Severe
620	28.5	44.431472	-104.854975	4A	54	56	Moderate
660	30	44.431421	-104.855063	4A	57	58	Moderate
710	30	44.431404	-104.85526	4A	55	56	Moderate
750	29.9	44.431379	-104.855416	4A	49	52	Moderate
920	57.2	44.43135	-104.856033	4A	57	57	Moderate
1000	71.8	44.431363	-104.856348	4A	56	56	Moderate
1080	84.3	44.431357	-104.856647	4A	69	69	Moderate
1150	80.7	44.431356	-104.856874	4A	57	57	Moderate
1190	53.5	44.431364	-104.857082	4A	59	60	Moderate

DCVG SURVEY

Appendix B and Table 3 present the field test data from the DCVG survey conducted on the 30-inch water pipeline. A total of 40,369 feet (7.6 miles) were surveyed, revealing 47 possible coating defects. Based solely on % IR, 42 of these defects were classified as "minor" and 5 as "moderate." However, when considering coating defect behavior at the indication site (anodic or cathodic with CP ON and OFF) along with % IR, 40 defects were rated as "severe," while the remaining 7 were rated as "minor."

Table 3: DCVG Test Data

DCVG Indication No.	Station No	Latitude	Longitude	Coating Defect Behavior[1]	Signal Strength at Defect (V)	Total V	%IR	Severity	Overall Severity[2]
1	0+06	44.43139267	-104.85237120	AA	0.80	0.08	10%	MINOR	Severe
2	1+26	44.43139648	-104.85282900	AA	0.90	0.19	21%	MINOR	Severe
3	2+01	44.43139267	-104.85311130	AA	0.90	0.03	3%	MINOR	Severe
4	2+43	44.43139267	-104.85327150	AA	0.90	0.05	6%	MINOR	Severe
5	3+35	44.43139267	-104.85362240	AA	0.91	0.10	11%	MINOR	Severe
6	7+26	44.43138885	-104.85511020	AA	0.91	0.03	3%	MINOR	Severe
7	7+78	44.43138123	-104.85530850	AA	0.91	0.03	4%	MINOR	Severe
8	8+21	44.43138123	-104.85547640	AA	0.91	0.02	2%	MINOR	Severe
9	9+73	44.43137741	-104.85604860	AA	0.92	0.07	8%	MINOR	Severe
10	10+66	44.43138123	-104.85639950	-	0.92	0.07	7%	MINOR	Minor
11	11+48	44.43137741	-104.85671230	AA	0.92	0.21	23%	MINOR	Severe
12	12+16	44.43138123	-104.85695650	AA	0.92	0.09	10%	MINOR	Severe
13	12+58	44.43138123	-104.85711670	AA	0.92	0.12	13%	MINOR	Severe
14	13+63	44.43138504	-104.85751340	AA	0.92	0.07	7%	MINOR	Severe
15	14+19	44.43138123	-104.85772710	AA	0.92	0.15	16%	MINOR	Severe
16	14+64	44.43138123	-104.85789490	AA	0.92	0.07	7%	MINOR	Severe
17	15+90	44.43137360	-104.85837560	AA	0.93	0.19	20%	MINOR	Severe
18	17+82	44.43137360	-104.85910030	AA	0.96	0.22	23%	MINOR	Severe
19	18+11	44.43136597	-104.85920720	AA	0.96	0.39	41%	MODERATE	Severe
20	19+05	44.43136597	-104.85954290	AA	0.98	0.22	22%	MINOR	Severe
21	21+05	44.43142700	-104.86029050	AA	1.01	0.08	8%	MINOR	Severe
22	22+13	44.43151855	-104.86067200	AA	1.03	0.11	11%	MINOR	Severe
23	30+91	44.43164444	-104.86109920	AA	1.16	0.04	3%	MINOR	Severe
24	33+94	44.43186188	-104.86219790	AA	1.15	0.41	36%	MODERATE	Severe
25	35+55	44.43176270	-104.86278530	AA	1.15	0.48	42%	MODERATE	Severe
26	37+03	44.43157196	-104.86327360	AA	1.15	0.49	43%	MODERATE	Severe
27	37+76	44.43143463	-104.86346440	AA	1.15	0.46	40%	MODERATE	Severe
28	38+71	44.43123627	-104.86367800	AA	1.14	0.34	30%	MINOR	Severe
29	39+68	44.43103790	-104.86383820	AA	1.14	0.33	29%	MINOR	Severe
30	75+46	44.42176819	-104.86728668	AA	0.40	0.06	14%	MINOR	Severe
31	79+77	44.42068481	-104.86789703	AA	0.39	0.02	6%	MINOR	Severe
32	83+22	44.41984177	-104.86839294	AA	0.38	0.04	11%	MINOR	Severe
33	85+62	44.41923141	-104.86872101	AA	0.37	0.04	10%	MINOR	Severe
34	86+18	44.41909790	-104.86880493	AA	0.37	0.10	27%	MINOR	Severe
35	87+58	44.41874313	-104.86898041	AA	0.36	0.03	7%	MINOR	Severe
36	95+73	44.41669464	-104.87013245	AC	0.37	0.03	8%	MINOR	Minor
37	115+54	44.41169357	-104.87295532	AA	0.43	0.01	3%	MINOR	Severe

DCVG Indication No.	Station No	Latitude	Longitude	Coating Defect Behavior[1]	Signal Strength at Defect (V)	Total V	%IR	Severity	Overall Severity[2]
38	129+39	44.40833664	-104.87480160	AA	0.44	0.04	9%	MINOR	Severe
39	227+16	44.38344193	-104.88800049	AA	0.23	0.01	6%	MINOR	Severe
40	234+65	44.38162231	-104.88887020	AC	0.51	0.02	4%	MINOR	Minor
41	240+87	44.38001633	-104.88960270	AC	0.77	0.26	34%	MINOR	Minor
42	245+20	44.37889481	-104.89010620	AC	0.95	0.03	3%	MINOR	Minor
43	245+69	44.37876892	-104.89015200	AC	0.95	0.02	2%	MINOR	Minor
44	255+29	44.37628174	-104.89128110	AA	0.78	0.02	3%	MINOR	Severe
45	258+67	44.37540817	-104.89167790	AA	0.73	0.04	6%	MINOR	Severe
46	315+39	44.36251450	-104.90271760	AC	0.75	0.04	5%	MINOR	Minor
47	324+63	44.36071014	-104.90510560	AA	0.70	0.04	6%	MINOR	Severe

Notes:

1. [2] denotes overall severity based on both coating defect behavior and %IR.
2. [1] indicates coating defect behavior, where AA = Anodic Anodic (with CP OFF and ON), and AC = Anodic Cathodic (with CP OFF and ON).

RECOMMENDATION

It is recommended that the pipeline operator conduct direct examination on the possible indications observed based on their standard/procedure for dig prioritization.

APPENDIX A- ACVG SURVEY DATA

30-INCH MADISON WATER LINE ACVG DATA (0.6 MILE SECTION)

Footage	Depth	dBuV	Locate Current (A)	4Hz Current (A)	Latitude	Longitude	Date	Notes	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel to 1A	Current (A)	ACVG Indications?	ACVG Severity
0	10'5"	100	1.99	2.33	44.431379	-104.852453	9/19/2024	pcm 3 amps at starting point station						
10	9'4"	49	1.79	2.14	44.431327	-104.852471	9/19/2024							
20	8'10"	50	1.67	2.02	44.431352	-104.852529	9/19/2024							
30	10'10"	42	1.80	2.16	44.431375	-104.852562	9/19/2024	4/3A						
40	9'11"	39	1.49	1.53	44.431365	-104.852495	9/19/2024							
50	9'9"	37	1.39	1.43	44.431402	-104.852614	9/19/2024							
60	10'4"	36	1.48	1.55	44.431418	-104.852669	9/19/2024							
70	8'9"	40	1.33	1.34	44.431424	-104.852714	9/19/2024							
80	8'10"	36	1.20	1.31	44.431410	-104.852761	9/19/2024							
90	7'5"	42	1.14	1.12	44.431422	-104.852765	9/19/2024							
100	7'2"	45	1.15	1.14	44.431405	-104.852787	9/19/2024							
110	7'9"	38	1.08	1.28	44.431425	-104.852830	9/19/2024	75/4A	4A	75	73	1.28	Yes	Severe
120	7'2"	36	0.92	1.14	44.431408	-104.852891	9/19/2024							
130	7'4"	34	0.89	0.95	44.431414	-104.852923	9/19/2024							
140	7'6"	34	0.93	1.07	44.431427	-104.852952	9/19/2024							
150	8'3"	34	1.05	1.21	44.431429	-104.852964	9/19/2024							
160	7'10"	35	1.00	1.07	44.431423	-104.853033	9/19/2024							
170	8'8"	33	1.06	1.36	44.431426	-104.853092	9/19/2024	78/3A						
180	9'6"	31	1.14	1.28	44.431410	-104.853069	9/19/2024							
190	8'5"	32	1.00	1.16	44.431423	-104.853125	9/19/2024							
200	8'7"	33	1.05	1.22	44.431407	-104.853193	9/19/2024							
210	9'1"	31	1.07	1.25	44.431409	-104.853208	9/19/2024							
220	8'4"	29	0.91	0.98	44.431439	-104.853268	9/19/2024	77/3A						
230	8'2"	32	0.96	1.16	44.431407	-104.853323	9/19/2024							
240	8'4"	31	0.97	1.11	44.431417	-104.853387	9/19/2024							
250	9'2"	31	1.08	1.17	44.431426	-104.853424	9/19/2024							
260	9'1"	31	1.06	1.26	44.431431	-104.853430	9/19/2024							
270	9'9"	29	1.11	1.25	44.431426	-104.853480	9/19/2024							
280	10'9"	29	1.25	1.48	44.431430	-104.853528	9/19/2024							
290	10'7"	30	1.23	1.41	44.431417	-104.853562	9/19/2024							
300	8'9"	30	0.99	2.04	44.431416	-104.853584	9/19/2024							
310	9'10"	27	1.03	1.22	44.431420	-104.853663	9/19/2024	87/4A	4A	87	85	1.22	Yes	Severe
320	9'4"	23	0.83	1.06	44.431457	-104.853714	9/19/2024							
330	9'0"	22	0.76	1.00	44.431465	-104.853759	9/19/2024							
340	9'2"	22	0.77	1.00	44.431467	-104.853795	9/19/2024							
350	9'0"	22	0.75	1.00	44.431468	-104.853803	9/19/2024							
360	9'3"	22	0.77	0.98	44.431461	-104.853853	9/19/2024							
370	7'8"	27	0.74	0.97	44.431464	-104.853882	9/19/2024							
380	8'0"	25	0.74	0.72	44.431460	-104.853935	9/19/2024							
390	8'11"	23	0.76	0.77	44.431457	-104.853993	9/19/2024							
400	9'3"	22	0.77	0.88	44.431469	-104.854018	9/19/2024							
410	9'2"	23	0.76	0.93	44.431463	-104.854059	9/19/2024							
420	8'11"	23	0.77	0.83	44.431462	-104.854099	9/19/2024							
430	9'1"	20	0.77	0.89	44.431455	-104.854165	9/19/2024							
440	9'4"	21	0.77	0.77	44.431466	-104.854178	9/19/2024							
450	8'2"	26	0.78	1.07	44.431457	-104.854252	9/19/2024							
460	9'10"	21	0.79	1.01	44.431469	-104.854307	9/19/2024							
470	10'1"	21	0.82	1.01	44.431455	-104.854342	9/19/2024							
480	9'8"	22	0.81	1.02	44.431469	-104.854403	9/19/2024							
490	9'7"	22	0.81	1.07	44.431455	-104.854415	9/19/2024							
500	7'11"	28	0.81	1.05	44.431446	-104.854428	9/19/2024							
510	7'8"	27	0.77	0.85	44.431467	-104.854544	9/19/2024							
520	7'5"	28	0.76	0.81	44.431454	-104.854544	9/19/2024							
530	7'9"	28	0.79	0.86	44.431473	-104.854598	9/19/2024							
540	7'10"	27	0.78	0.95	44.431464	-104.854616	9/19/2024							
550	7'11"	27	0.79	0.84	44.431472	-104.854671	9/19/2024							
560	7'7"	28	0.77	0.92	44.431460	-104.854716	9/19/2024							
570	7'10"	27	0.77	0.90	44.431483	-104.854742	9/19/2024							
580	7'9"	27	0.77	0.88	44.431471	-104.854782	9/19/2024							
590	7'9"	24	0.76	0.92	44.431475	-104.854808	9/19/2024							
600	7'9"	28	0.71	1.01	44.431458	-104.854875	9/19/2024							
610	7'8"	28	0.80	0.80	44.431462	-104.854910	9/19/2024							

30-INCH MADISON WATER LINE ACVG DATA (0.6 MILE SECTION)

Footage	Depth	dBuV	Locate Current (A)	4Hz Current (A)	Latitude	Longitude	Date	Notes	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel to 1A	Current (A)	ACVG Indications?	ACVG Severity
620	7'2"	29	0.77	0.83	44.431472	-104.854975	9/19/2024	54/4A	4A	54	56	0.83	Yes	Moderate
630	7'3"	27	0.77	0.92	44.431430	-104.854945	9/19/2024							
640	7'2"	30	0.78	0.86	44.431437	-104.854990	9/19/2024							
650	7'3"	30	0.78	0.90	44.431432	-104.855033	9/19/2024							
660	7'1"	30	0.76	0.91	44.431421	-104.855063	9/19/2024	57/4A	4A	57	58	0.91	Yes	Moderate
670	8'0"	27	0.82	0.96	44.431428	-104.855100	9/19/2024							
680	8'2"	28	0.84	0.98	44.431391	-104.855122	9/19/2024							
690	8'8"	26	0.86	1.03	44.431406	-104.855172	9/19/2024							
700	7'5"	30	0.78	0.94	44.431385	-104.855209	9/19/2024							
710	7'1"	30	0.76	0.92	44.431404	-104.855260	9/19/2024	55/4A	4A	55	56	0.92	Yes	Moderate
720	6'10"	31	0.75	0.84	44.431396	-104.855288	9/19/2024							
730	6'10"	31	0.75	0.85	44.431383	-104.855329	9/19/2024							
740	6'11"	30	0.78	0.82	44.431377	-104.855365	9/19/2024							
750	6'11"	30	0.74	0.69	44.431379	-104.855416	9/19/2024	49/4A	4A	49	52	0.69	Yes	Moderate
760	7'6"	28	0.76	0.72	44.431386	-104.855452	9/19/2024							
770	8'3"	26	0.81	0.76	44.431389	-104.855474	9/19/2024							
780	7'3"	32	0.82	0.76	44.431374	-104.855471	9/19/2024							
790	6'2"	35	0.74	0.94	44.431390	-104.855548	9/19/2024	driveway begin						
800	7'2"	29	0.74	0.92	44.431393	-104.855596	9/19/2024							
810	7'7"	27	0.76	0.92	44.431399	-104.855642	9/19/2024							
820	7'5"	28	0.75	0.91	44.431405	-104.855687	9/19/2024							
830	7'0"	30	0.76	0.81	44.431396	-104.855724	9/19/2024	driveway end						
840	6'6"	32	0.74	0.96	44.431393	-104.855761	9/19/2024							
850	8'9"	23	0.78	0.95	44.431388	-104.855811	9/19/2024							
860	8'11"	22	0.77	0.97	44.431374	-104.855819	9/19/2024							
870	9'0"	22	0.76	0.92	44.431375	-104.855879	9/19/2024	fence						
880	9'3"	22	0.78	0.95	44.431375	-104.855884	9/19/2024							
890	9'4"	21	0.76	1.00	44.431386	-104.855947	9/19/2024							
900	9'7"	21	0.76	0.96	44.431360	-104.855974	9/19/2024							
910	9'8"	58	0.77	0.98	44.431344	-104.856009	9/19/2024							
920	9'9"	57	0.77	1.02	44.431350	-104.856033	9/19/2024	57/4A	4A	57	57	1.02	Yes	Moderate
930	9'11"	57	0.77	0.98	44.431372	-104.856065	9/19/2024							
940	10'0"	79	0.77	1.02	44.431376	-104.856132	9/19/2024							
950	10'2"	76	0.76	0.97	44.431395	-104.856143	9/19/2024							
960	10'7"	74	0.79	1.00	44.431372	-104.856171	9/19/2024							
970	10'9"	74	0.79	0.95	44.431372	-104.856219	9/19/2024							
980	10'5"	74	0.76	0.90	44.431348	-104.856253	9/19/2024							
990	10'6"	74	0.77	1.01	44.431356	-104.856314	9/19/2024							
1000	10'8"	72	0.76	0.98	44.431363	-104.856348	9/19/2024	56/4A	4A	56	56	0.98	Yes	Moderate
1010	10'9"	89	0.77	0.94	44.431370	-104.856402	9/19/2024							
1020	10'11"	89	0.77	0.98	44.431368	-104.856438	9/19/2024							
1030	10'8"	89	0.75	1.03	44.431363	-104.856467	9/19/2024							
1040	10'11"	87	0.75	1.02	44.431372	-104.856508	9/19/2024							
1050	11'3"	84	0.75	0.96	44.431383	-104.856577	9/19/2024							
1060	11'0"	85	0.74	0.95	44.431364	-104.856588	9/19/2024							
1070	11'2"	83	0.74	0.95	44.431367	-104.856611	9/19/2024							
1080	10'11"	84	0.74	0.95	44.431357	-104.856647	9/19/2024	69/4A	4A	69	69	0.95	Yes	Moderate
1090	11'11"	77	0.74	1.01	44.431366	-104.856693	9/19/2024							
1100	12'0"	77	0.76	1.07	44.431380	-104.856763	9/19/2024							
1110	12'2"	77	0.76	1.08	44.431366	-104.856770	9/19/2024							
1120	11'11"	79	0.76	1.01	44.431378	-104.856787	9/19/2024							
1130	11'1"	81	0.72	0.99	44.431370	-104.856824	9/19/2024							
1140	11'0"	83	0.71	1.03	44.431355	-104.856841	9/19/2024							
1150	11'1"	81	0.72	0.99	44.431356	-104.856874	9/19/2024	57/4A	4A	57	57	0.99	Yes	Moderate
1160	11'1"	81	0.71	1.03	44.431378	-104.856994	9/19/2024							
1170	10'8"	83	0.80	0.99	44.431353	-104.856975	9/19/2024							
1180	10'6"	52	0.79	0.94	44.431359	-104.857041	9/19/2024							
1190	10'4"	54	0.78	0.89	44.431364	-104.857082	9/19/2024	59/4A	4A	59	60	0.89	Yes	Moderate
1200	10'4"	54	0.78	0.92	44.431351	-104.857110	9/19/2024							
1210	10'4"	53	0.77	1.00	44.431350	-104.857159	9/19/2024							
1220	10'10"	51	0.70	0.98	44.431352	-104.857204	9/19/2024							
1230	10'9"	51	0.70	0.98	44.431357	-104.857260	9/19/2024							
1240	11'1"	52	0.73	1.05	44.431352	-104.857284	9/19/2024							

30-INCH MADISON WATER LINE ACVG DATA (0.6 MILE SECTION)

Footage	Depth	dBuV	Locate Current (A)	4Hz Current (A)	Latitude	Longitude	Date	Notes	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel to 1A	Current (A)	ACVG Indications?	ACVG Severity
1250	10'0"	55	0.77	0.93	44.431350	-104.857331	9/19/2024							
1260	10'1"	54	0.77	0.97	44.431356	-104.857382	9/19/2024							
1270	10'0"	56	0.78	0.92	44.431362	-104.857425	9/19/2024							
1280	9'9"	55	0.76	0.91	44.431372	-104.857447	9/19/2024							
1290	10'3"	53	0.78	0.94	44.431366	-104.857490	9/19/2024							
1300	10'7"	52	0.79	0.99	44.431354	-104.857526	9/19/2024							
1310	9'8"	56	0.77	0.94	44.431381	-104.857637	9/19/2024							
1320	9'0"	57	0.73	0.86	44.431358	-104.857633	9/19/2024							
1330	9'10"	55	0.75	0.99	44.431353	-104.857654	9/19/2024							
1340	10'0"	53	0.86	0.96	44.431358	-104.857727	9/19/2024							
1350	9'10"	54	0.85	0.92	44.431350	-104.857749	9/19/2024							
1360	9'4"	57	0.84	0.89	44.431353	-104.857813	9/19/2024							
1370	9'0"	59	0.84	0.94	44.431372	-104.857859	9/19/2024							
1380	8'8"	61	0.73	0.88	44.431370	-104.857898	9/19/2024							
1390	8'3"	64	0.82	0.87	44.431372	-104.857950	9/19/2024							
1400	8'0"	66	0.82	0.89	44.431356	-104.857973	9/19/2024							
1410	7'11"	67	0.72	0.89	44.431354	-104.857998	9/19/2024							
1420	7'11"	67	0.71	0.91	44.431349	-104.858066	9/19/2024							
1430	7'8"	69	0.72	0.89	44.431331	-104.858091	9/19/2024							
1440	7'6"	71	0.72	0.88	44.431342	-104.858113	9/19/2024							
1450	7'0"	76	0.80	0.82	44.431350	-104.858169	9/19/2024							
1460	7'1"	75	0.89	0.81	44.431351	-104.858207	9/19/2024							
1470	7'4"	72	0.90	0.85	44.431349	-104.858245	9/19/2024							
1480	7'9"	67	0.81	0.95	44.431353	-104.858316	9/19/2024							
1490	7'3"	74	0.81	1.04	44.431346	-104.858327	9/19/2024							
1500	7'3"	100	0.75	1.33	44.431326	-104.858546	9/19/2024							
1510	7'1"	100	0.76	1.48	44.431337	-104.858570	9/19/2024							
1520	7'3"	100	0.79	1.64	44.431353	-104.858582	9/19/2024							
1530	7'1"	100	0.79	1.55	44.431344	-104.858624	9/19/2024							
1540	7'3"	100	0.80	1.55	44.431357	-104.858655	9/19/2024							
1550	7'1"	100	0.81	1.43	44.431356	-104.858688	9/19/2024							
1560	6'6"	100	0.77	1.45	44.431345	-104.858723	9/19/2024	driveway begin						
1570	8'8"	100	0.80	1.48	44.431346	-104.858798	9/19/2024							
1580	8'9"	100	0.83	1.46	44.431354	-104.858858	9/19/2024							
1590	8'7"	100	0.85	1.51	44.431359	-104.858871	9/19/2024	driveway end						
1600	8'7"	100	0.86	1.53	44.431361	-104.858923	9/19/2024							
1610	8'11"	100	0.88	1.53	44.431361	-104.858925	9/19/2024							
1620	8'10"	100	0.80	1.51	44.431376	-104.858994	9/19/2024							
1630	8'9"	100	0.72	1.56	44.431359	-104.859030	9/19/2024							
1640	8'8"	100	0.74	1.62	44.431374	-104.859067	9/19/2024							
1650	8'10"	100	0.76	1.61	44.431359	-104.859122	9/19/2024							
1660	8'5"	100	0.79	1.49	44.431394	-104.859119	9/19/2024							
1670	8'2"	100	0.78	1.50	44.431371	-104.859174	9/19/2024							
1680	8'3"	100	0.80	1.44	44.431371	-104.859230	9/19/2024							
1690	8'0"	100	0.82	1.49	44.431358	-104.859291	9/19/2024							
1700	7'5"	100	0.82	1.51	44.431365	-104.859302	9/19/2024							
1710	7'9"	100	0.76	1.52	44.431377	-104.859335	9/19/2024							
1720	7'10"	100	0.79	1.56	44.431334	-104.859401	9/19/2024							
1730	7'4"	100	0.72	1.40	44.431374	-104.859413	9/19/2024	fence						
1740	8'2"	100	0.72	1.57	44.431336	-104.859517	9/19/2024							
1750	8'0"	100	0.72	1.55	44.431328	-104.859581	9/19/2024							
1760	7'11"	100	0.73	1.55	44.431346	-104.859587	9/19/2024							
1770	7'11"	100	0.77	1.59	44.431367	-104.859574	9/19/2024							
1780	7'7"	100	0.78	1.62	44.431356	-104.859686	9/19/2024							
1790	7'6"	100	0.81	1.60	44.431363	-104.859711	9/19/2024							
1800	7'3"	48	0.80	1.68	44.431365	-104.859730	9/19/2024							
1810	7'1"	51	0.81	1.74	44.431373	-104.859773	9/19/2024							
1820	6'10"	53	0.82	1.77	44.431378	-104.859802	9/19/2024							
1830	6'5"	58	0.82	1.77	44.431391	-104.859823	9/19/2024							
1840	6'5"	59	0.83	1.78	44.431367	-104.859903	9/19/2024							
1850	6'5"	59	0.83	1.78	44.431377	-104.859947	9/19/2024							
1860	6'5"	60	0.84	1.83	44.431403	-104.859991	9/19/2024							
1870	6'5"	60	0.85	1.76	44.431375	-104.860030	9/19/2024							

30-INCH MADISON WATER LINE ACVG DATA (0.6 MILE SECTION)

Footage	Depth	dBuV	Locate Current (A)	4Hz Current (A)	Latitude	Longitude	Date	Notes	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel to 1A	Current (A)	ACVG Indications?	ACVG Severity
1880	6'0"	63	0.82	1.77	44.431412	-104.860065	9/19/2024							
1890	6'3"	60	0.82	1.64	44.431418	-104.860075	9/19/2024							
1900	6'0"	63	0.82	1.74	44.431418	-104.860105	9/19/2024							
1910	6'1"	63	0.83	1.66	44.431434	-104.860115	9/19/2024							
1920	6'1"	63	0.83	1.76	44.431425	-104.860147	9/19/2024							
1930	6'1"	65	0.85	1.73	44.431429	-104.860209	9/19/2024							
1940	6'7"	62	0.89	1.83	44.431440	-104.860256	9/19/2024							
1950	6'5"	60	0.85	1.82	44.431442	-104.860326	9/19/2024							
1960	6'8"	59	0.87	1.73	44.431454	-104.860374	9/19/2024							
1970	6'9"	59	0.88	1.75	44.431504	-104.860361	9/19/2024							
1980	6'7"	62	0.91	1.61	44.431508	-104.860415	9/19/2024							
1990	6'2"	66	0.89	1.81	44.431505	-104.860486	9/19/2024							
2000	5'11"	64	0.81	1.64	44.431502	-104.860533	9/19/2024	fence						
2010	6'7"	62	0.89	1.80	44.431525	-104.860587	9/19/2024							
2020	7'1"	58	0.93	1.82	44.431546	-104.860617	9/19/2024							
2030	7'4"	55	0.93	1.83	44.431571	-104.860620	9/19/2024							
2040	7'9"	54	0.97	1.82	44.431562	-104.860672	9/19/2024							
2050	7'6"	55	0.95	1.98	44.431573	-104.860695	9/19/2024							
2060	7'11"	54	1.00	1.92	44.431601	-104.860703	9/19/2024	fence						
2070	7'3"	56	0.92	1.71	44.431605	-104.860731	9/19/2024	kanode rd begin						
2080	8'5"	51	1.02	1.95	44.431576	-104.860786	9/19/2024							
2090	9'1"	47	1.03	1.98	44.431591	-104.860838	9/19/2024							
2100	9'5"	45	1.03	1.96	44.431592	-104.860881	9/19/2024							
2110	10'1"	100	1.09	2.09	44.431600	-104.860912	9/19/2024	kanode rd end						
2120	7'0"	15	0.98	1.63	44.431639	-104.860979	9/19/2024							
2130	7'2"	15	0.98	1.68	44.431666	-104.861026	9/19/2024							
2140	7'5"	15	0.82	1.75	44.431665	-104.861064	9/19/2024							
2150	7'10"	15	0.79	1.89	44.431675	-104.861106	9/19/2024							
2160	7'10"	15	0.79	1.89	44.431687	-104.861101	9/19/2024							
2170	8'8"	15	0.74	2.09	44.431711	-104.861113	9/19/2024							
2180	8'8"	15	0.74	2.09	44.431713	-104.861220	9/19/2024							
2190	8'4"	15	0.74	2.07	44.431742	-104.861227	9/19/2024							
2200	8'7"	14	0.73	1.99	44.431726	-104.861294	9/19/2024							
2210	8'7"	14	0.73	1.99	44.431740	-104.861333	9/19/2024							
2220	8'5"	15	0.75	2.19	44.431761	-104.861332	9/19/2024							
2230	8'6"	15	0.77	2.15	44.431764	-104.861380	9/19/2024							
2240	8'7"	15	0.79	2.09	44.431786	-104.861338	9/19/2024							
2250	8'7"	15	0.79	2.15	44.431778	-104.861410	9/19/2024							
2260	8'8"	15	0.79	2.10	44.431781	-104.861404	9/19/2024							
2270	8'8"	15	0.79	1.96	44.431800	-104.861472	9/19/2024							
2280	8'6"	16	0.80	2.15	44.431804	-104.861521	9/19/2024							
2290	8'10"	15	0.81	2.15	44.431828	-104.861537	9/19/2024							
2300	8'8"	15	0.79	2.18	44.431826	-104.861588	9/19/2024							
2310	8'7"	16	0.81	2.19	44.431799	-104.861636	9/19/2024							
2320	8'6"	16	0.79	2.13	44.431816	-104.861710	9/19/2024							
2330	8'4"	16	0.79	2.17	44.431838	-104.861791	9/19/2024							
2340	9'1"	14	0.80	2.16	44.431867	-104.861773	9/19/2024							
2350	10'2"	13	0.81	2.19	44.431863	-104.861830	9/19/2024							
2360	9'1"	15	0.81	2.14	44.431856	-104.861919	9/19/2024							
2370	9'5"	15	0.84	2.34	44.431878	-104.861940	9/19/2024							
2380	9'2"	15	0.83	2.30	44.431879	-104.861948	9/19/2024							
2390	9'2"	15	0.83	2.30	44.431891	-104.862028	9/19/2024							
2400	8'8"	16	0.81	2.24	44.431890	-104.862128	9/19/2024							
2410	8'4"	17	0.82	2.28	44.431886	-104.862109	9/19/2024							
2420	8'2"	17	0.82	2.25	44.431883	-104.862128	9/19/2024							
2430	7'11"	17	0.81	2.22	44.431887	-104.862111	9/19/2024							
2440	8'1"	17	0.82	2.20	44.431870	-104.862262	9/19/2024	45/3A						
2450	8'1"	17	0.82	2.20	44.431891	-104.862402	9/19/2024							
2460	7'10"	18	0.82	2.25	44.431888	-104.862340	9/19/2024							
2470	7'10"	18	0.83	2.23	44.431870	-104.862383	9/19/2024							
2480	7'9"	18	0.81	2.27	44.431876	-104.862418	9/19/2024							
2490	7'10"	18	0.83	2.36	44.431869	-104.862451	9/19/2024							
2500	8'6"	17	0.85	2.31	44.431868	-104.862513	9/19/2024							

30-INCH MADISON WATER LINE ACVG DATA (0.6 MILE SECTION)

Footage	Depth	dBuV	Locate Current (A)	4Hz Current (A)	Latitude	Longitude	Date	Notes	No of Arrows (3A or 4A)	Total Decibel	ACVG Normalized Decibel to 1A	Current (A)	ACVG Indications?	ACVG Severity
2510	8'8"	16	0.82	2.25	44.431866	-104.862512	9/19/2024							
2520	9'1"	16	0.85	2.37	44.431814	-104.862616	9/19/2024							
2530	8'7"	16	0.84	2.32	44.431822	-104.862651	9/19/2024							
2540	8'6"	17	0.85	2.34	44.431832	-104.862660	9/19/2024							
2550	8'3"	17	0.85	2.34	44.431822	-104.862703	9/19/2024							
2560	7'10"	18	0.83	2.29	44.431799	-104.862759	9/19/2024							
2570	8'0"	18	0.84	2.30	44.431767	-104.862774	9/19/2024							
2580	7'11"	18	0.83	2.30	44.431775	-104.862834	9/19/2024							
2590	8'5"	17	0.84	2.33	44.431756	-104.862880	9/19/2024							
2600	8'1"	18	0.84	2.31	44.431731	-104.862888	9/19/2024							
2610	7'7"	19	0.83	2.33	44.431724	-104.862980	9/19/2024							
2620	7'7"	19	0.85	2.33	44.431702	-104.862960	9/19/2024							
2630	7'8"	19	0.85	2.30	44.431699	-104.863058	9/19/2024							
2640	7'10"	19	0.86	2.36	44.431671	-104.863001	9/19/2024							
2650	7'4"	21	0.85	2.24	44.431660	-104.863088	9/19/2024							
2660	8'4"	19	0.90	2.47	44.431659	-104.863126	9/19/2024							
2670	8'3"	18	0.90	2.37	44.431649	-104.863223	9/19/2024							
2680	7'5"	20	0.85	2.33	44.431596	-104.863204	9/19/2024							
2690	7'3"	21	0.85	2.28	44.431568	-104.863171	9/19/2024							
2700	7'0"	22	0.86	2.35	44.431587	-104.863275	9/19/2024							
2710	6'10"	22	0.86	2.29	44.431545	-104.863321	9/19/2024							
2720	6'11"	22	0.84	2.26	44.431517	-104.863363	9/19/2024							
2730	7'5"	21	0.87	2.39	44.431502	-104.863384	9/19/2024							
2740	7'6"	20	0.86	2.36	44.431483	-104.863464	9/19/2024							
2750	7'1"	21	0.84	2.27	44.431376	-104.863455	9/19/2024							
2760	7'6"	20	0.86	2.36	44.431321	-104.863417	9/19/2024							
2770	7'11"	19	0.89	2.36	44.431358	-104.863490	9/19/2024							
2780	7'4"	20	0.85	2.35	44.431385	-104.863522	9/19/2024							
2790	7'3"	20	0.84	2.33	44.431352	-104.863568	9/19/2024							
2800	7'9"	20	0.88	2.42	44.431322	-104.863580	9/19/2024							
2810	7'5"	21	0.87	2.37	44.431285	-104.863581	9/19/2024							
2820	7'0"	21	0.84	2.35	44.431286	-104.863558	9/19/2024							
2830	7'4"	20	0.85	2.34	44.431235	-104.863634	9/19/2024							
2840	7'4"	20	0.84	2.36	44.431184	-104.863623	9/19/2024							
2850	7'5"	20	0.86	2.34	44.431172	-104.863716	9/19/2024							
2860	7'7"	19	0.85	2.31	44.431099	-104.863725	9/19/2024							
2870	8'3"	18	0.87	2.35	44.431152	-104.863685	9/19/2024							
2880	8'7"	17	0.86	2.36	44.431141	-104.863710	9/19/2024							
2890	9'2"	15	0.86	2.33	44.431113	-104.863770	9/19/2024							
2900	9'0"	15	0.83	2.25	44.431074	-104.863845	9/19/2024	65/3A						
2910	8'8"	16	0.83	2.25	44.430956	-104.863728	9/19/2024							
2920	8'8"	16	0.83	2.20	44.430983	-104.863852	9/19/2024							

APPENDIX B- DCVG SURVEY DATA

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
0+00	44.43139267	-104.8523483	ts 2214+30 (Indication ; UN; 0.000;) (Single: Struct P/S -1.4415V IRF -0.6458V) (ACV: 0.0248V)shift 760mv	2024-09-20 15:01:27.000		-1.441	-0.645	0.796	0	0	0.796	0.796	0.796					
0+06	44.43139267	-104.8523712	(Indication 1; AA; 0.800; -226,-211,-308,21)	2024-09-20 15:30:54.000	AA	0	0	0	0	126	0.796	0.903	0.801	0.077	10%	MINOR	Severe	1
0+16	44.43138885	-104.8524094	dov 102	2024-09-20 15:31:20.000		0	0	0	0	126	0.796	0.903	0.810					
0+94	44.43139648	-104.8527069	doc 98	2024-09-20 15:33:28.000		0	0	0	0	126	0.796	0.903	0.876					
1+26	44.43139648	-104.852829	(Indication 2; AA; 0.700; -847,-414,-167,-158,-122,56,-85)	2024-09-20 15:38:51.000	AA	0	0	0	0	126	0.796	0.903	0.903	0.186	21%	MINOR	Severe	2
1+26	44.43139648	-104.852829	ts 2375+75 (Single: Struct P/S -1.5671V IRF -0.6646V) (ACV: 0.3854V)shift 730mv	2024-09-20 15:40:48.000		-1.567	-0.664	0.903	126	126	0.903	0.903	0.903					
1+43	44.43138885	-104.85289	doc 105	2024-09-20 15:41:32.000		0	0	0	126	1591	0.903	0.926	0.903					
1+75	44.43138885	-104.8530121	doc 91	2024-09-20 15:42:17.000		0	0	0	126	1591	0.903	0.926	0.904					
2+01	44.43139267	-104.8531113	shift 730mv (Indication 3; AA; 0.700; -167,-83,-38)	2024-09-20 15:45:51.000	AA	0	0	0	126	1591	0.903	0.926	0.904	0.029	3%	MINOR	Severe	3
2+43	44.43139267	-104.8532715	shift 730 (Indication 4; AA; 0.700; -284,-156,-59)	2024-09-20 15:50:38.000	AA	0	0	0	126	1591	0.903	0.926	0.905	0.050	6%	MINOR	Severe	4
2+59	44.43138885	-104.8533325	doc 89	2024-09-20 15:51:13.000		0	0	0	126	1591	0.903	0.926	0.905					
3+35	44.43139267	-104.8536224	shift 1000v (Indication 5; AA; 0.700; -516,-250,-92,-82,-67,12)	2024-09-20 15:56:18.000	AA	0	0	0	126	1591	0.903	0.926	0.906	0.102	11%	MINOR	Severe	5
3+43	44.43138885	-104.853653	doc 85	2024-09-20 15:56:35.000		0	0	0	126	1591	0.903	0.926	0.906					
3+77	44.43138885	-104.8537827	doc 98	2024-09-20 15:57:44.000		0	0	0	126	1591	0.903	0.926	0.907					
4+31	44.43138885	-104.8539887	doc 87	2024-09-20 15:58:59.000		0	0	0	126	1591	0.903	0.926	0.908					
5+27	44.43138504	-104.8543549	doc 79	2024-09-20 16:00:46.000		0	0	0	126	1591	0.903	0.926	0.909					
5+95	44.43138885	-104.8546143	doc 81	2024-09-20 16:02:16.000		0	0	0	126	1591	0.903	0.926	0.910					
6+55	44.43138504	-104.8548431	doc 73	2024-09-20 16:03:47.000		0	0	0	126	1591	0.903	0.926	0.911					
7+26	44.43138885	-104.8551102	shift 700mv (Indication 6; AA; 0.700; -205,-96,-3)	2024-09-20 16:08:18.000	AA	0	0	0	126	1591	0.903	0.926	0.912	0.031	3%	MINOR	Severe	6
7+62	44.43138504	-104.8552475	doc 79	2024-09-20 16:09:08.000		0	0	0	126	1591	0.903	0.926	0.913					
7+78	44.43138123	-104.8553085	shift 710mv (Indication 7; AA; 0.700; -194,-130,-6)	2024-09-20 16:12:31.000	AA	0	0	0	126	1591	0.903	0.926	0.913	0.033	4%	MINOR	Severe	7
8+08	44.43138123	-104.855423	doc 95	2024-09-20 16:13:17.000		0	0	0	126	1591	0.903	0.926	0.914					
8+21	44.43138123	-104.8554764	shift 700mv (Indication 8; AA; 0.700; -116,-42,0)	2024-09-20 16:16:56.000	AA	0	0	0	126	1591	0.903	0.926	0.914	0.016	2%	MINOR	Severe	8
8+36	44.4313736	-104.8555298	doc 88	2024-09-20 16:17:20.000		0	0	0	126	1591	0.903	0.926	0.914					
9+26	44.4313736	-104.8558731	doc 78	2024-09-20 16:21:57.000		0	0	0	126	1591	0.903	0.926	0.916					
9+73	44.43137741	-104.8560486	shift 700mv (Indication 8; AA; 0.700; -238,-234,-120,-60,-55)	2024-09-20 16:30:28.000	AA	0	0	0	126	1591	0.903	0.926	0.916	0.071	8%	MINOR	Severe	9
9+99	44.43137741	-104.8561478	doc 82	2024-09-20 16:31:18.000		0	0	0	126	1591	0.903	0.926	0.917					
10+66	44.43138123	-104.8563995	shift 700mv (Indication 9; UN; 0.700; -213,-145,-103,-97,-71,-19)	2024-09-20 16:36:49.000	-	0	0	0	126	1591	0.903	0.926	0.918	0.065	7%	MINOR	Minor	10

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
10+90	44.43137741	-104.8564911	doc 100	2024-09-20 16:37:40.000		0	0	0	126	1591	0.903	0.926	0.918					
11+48	44.43137741	-104.8567123	shift 700mv (Indication 10; AA; 0.700; -843,-693,-317,-257,29)	2024-09-20 16:41:51.000	AA	0	0	0	126	1591	0.903	0.926	0.919	0.214	23%	MINOR	Severe	**11**
11+72	44.43137741	-104.8568039	doc 89	2024-09-20 16:42:35.000		0	0	0	126	1591	0.903	0.926	0.919					
12+16	44.43138123	-104.8569565	shift 700mv (Indication 11; AA; 0.700; -246,-110,-211,-134,-176,-34)	2024-09-20 16:48:22.000	AA	0	0	0	126	1591	0.903	0.926	0.920	0.092	10%	MINOR	Severe	**12**
12+58	44.43138123	-104.8571167	shift 700mv (Indication 12; AA; 0.700; -416,-331,-232,-143,-45)	2024-09-20 16:52:35.000	AA	0	0	0	126	1591	0.903	0.926	0.921	0.117	13%	MINOR	Severe	**13**
12+67	44.4313736	-104.8571472	doc 91	2024-09-20 16:52:59.000		0	0	0	126	1591	0.903	0.926	0.921					
13+45	44.43138123	-104.8574448	doc 87	2024-09-20 16:55:51.000		0	0	0	126	1591	0.903	0.926	0.922					
13+63	44.43138504	-104.8575134	shift 700mv (Indication 13; AA; 0.700; -381,-203,-85,17)	2024-09-20 16:58:55.000	AA	0	0	0	126	1591	0.903	0.926	0.922	0.069	7%	MINOR	Severe	**14**
14+19	44.43138123	-104.8577271	shift 700mv (Indication 14; AA; 0.700; -764,-248,-215,-105,-100,-48)	2024-09-20 17:05:13.000	AA	0	0	0	126	1591	0.903	0.926	0.923	0.149	16%	MINOR	Severe	**15**
14+37	44.43137741	-104.8577957	doc 87	2024-09-20 17:05:33.000		0	0	0	126	1591	0.903	0.926	0.924					
14+64	44.43138123	-104.8578949	shift 700mv (Indication 14; AA; 0.700; -177,-208,-136,-75,-62)	2024-09-20 17:10:02.000	AA	0	0	0	126	1591	0.903	0.926	0.924	0.066	7%	MINOR	Severe	**16**
15+18	44.43137741	-104.8581009	doc 85	2024-09-20 17:11:17.000		0	0	0	126	1591	0.903	0.926	0.925					
15+90	44.4313736	-104.8583756	shift 700mv (Indication 16; AA; 0.700; -1286,-422,-127,-59)	2024-09-20 17:16:21.000	AA	0	0	0	126	1591	0.903	0.926	0.926	0.190	20%	MINOR	Severe	**17**
15+91	44.43137741	-104.8583756	ts by rectifier (Single: Struct P/S -1.7060V IRF -0.7802V) (ACV: 0.0934V)	2024-09-20 17:19:06.000		-1.706	-0.78	0.926	1591	1591	0.926	0.926	0.926					
16+01	44.4313736	-104.8584137	doc 89	2024-09-20 17:19:19.000		0	0	0	1591	3053	0.926	1.161	0.928					
16+76	44.43136978	-104.858696	doc 87	2024-09-20 17:21:02.000		0	0	0	1591	3053	0.926	1.161	0.940					
17+67	44.43136978	-104.8590469	doc 91	2024-09-20 17:23:33.000		0	0	0	1591	3053	0.926	1.161	0.954					
17+82	44.4313736	-104.8591003	shift 1v (Indication 16; AA; 0.100; -1047,-397,-279,-271,-115,-38)	2024-09-20 17:27:10.000	AA	0	0	0	1591	3053	0.926	1.161	0.957	0.215	23%	MINOR	Severe	**18**
18+11	44.43136597	-104.8592072	shift 1000v (Indication 17; AA; 0.100; 1418,-945,-442,-416,-365,174,-139,20)	2024-09-20 17:33:50.000	AA	0	0	0	1591	3053	0.926	1.161	0.961	0.393	41%	MODERATE	Severe	**19**
18+49	44.43136597	-104.8593521	doc 85	2024-09-20 17:34:33.000		0	0	0	1591	3053	0.926	1.161	0.967					
19+05	44.43136597	-104.8595429	shift (Indication 18; AA; 0.100; -796,-843,-341,-130,-42)	2024-09-20 17:41:16.000	AA	0	0	0	1591	3053	0.926	1.161	0.976	0.216	22%	MINOR	Severe	**20**
19+41	44.43136597	-104.8596802	doc 90	2024-09-20 17:42:17.000		0	0	0	1591	3053	0.926	1.161	0.982					
20+03	44.4313736	-104.8599167	doc 77	2024-09-20 17:44:09.000		0	0	0	1591	3053	0.926	1.161	0.992					
21+05	44.431427	-104.8602905	shift 1000v (Indication 18; AA; 0.100; 358,-300,-71,-44)	2024-09-20 17:50:14.000	AA	0	0	0	1591	3053	0.926	1.161	1.009	0.078	8%	MINOR	Severe	**21**
21+22	44.43143082	-104.8603516	doc 88	2024-09-20 17:50:41.000		0	0	0	1591	3053	0.926	1.161	1.011					
22+08	44.43151093	-104.8606567	doc 85	2024-09-20 17:53:23.000		0	0	0	1591	3053	0.926	1.161	1.025					
22+13	44.43151855	-104.860672	shift 1000v (Indication 19; AA; 0.100; 301,-453,-320,24)	2024-09-20 17:56:15.000	AA	0	0	0	1591	3053	0.926	1.161	1.026	0.110	11%	MINOR	Severe	**22**
22+87	44.43158722	-104.860939	end fence	2024-09-20 17:58:51.000		0	0	0	1591	3053	0.926	1.161	1.038					

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
22+87	44.43158722	-104.860939	1000ft frm ts in field	2024-09-20 17:59:27.000		0	0	0	1591	3053	0.926	1.161	1.038					
30+53	44.43100739	-104.8637543	ts in field (Single: Struct P/S -1.9346V IRF -0.7730V) (ACV: 0.1775V)	2024-09-20 18:09:53.000		-1.934	-0.773	1.161	3053	3053	1.161	1.161	1.161					
30+53	44.43159485	-104.8609695	ts	2024-09-21 10:11:17.000		0	0	0	3053	3961	1.161	1.142	1.161					
30+53	44.43159485	-104.8609695	fence	2024-09-21 10:11:23.000		0	0	0	3053	3961	1.161	1.142	1.161					
30+61	44.43160248	-104.8610001	doc 96	2024-09-21 10:11:39.000		0	0	0	3053	3961	1.161	1.142	1.161					
30+91	44.43164444	-104.8610992	shift 1000v (Indication 1; AA; 0.100; -242,-34,-64,-28)	2024-09-21 10:17:17.000	AA	0	0	0	3053	3961	1.161	1.142	1.160	0.037	3%	MINOR	Severe	**23**
33+17	44.43182755	-104.8619156	doc 101	2024-09-21 10:23:12.000		0	0	0	3053	3961	1.161	1.142	1.155					
33+94	44.43186188	-104.8621979	shift 1000v (Indication 2; AA; 0.100; -1169,-1019,-942,-559,-417,19)	2024-09-21 10:28:25.000	AA	0	0	0	3053	3961	1.161	1.142	1.154	0.413	36%	MODERATE	Severe	**24**
35+06	44.43179321	-104.8626099	doc 87	2024-09-21 10:32:32.000		0	0	0	3053	3961	1.161	1.142	1.152					
35+55	44.4317627	-104.8627853	shift 1000v (Indication 3; AA; 0.100; -2244,-1102,-503,-360,-338,-193,-58)	2024-09-21 10:36:57.000	AA	0	0	0	3053	3961	1.161	1.142	1.150	0.481	42%	MODERATE	Severe	**25**
37+03	44.43157196	-104.8632736	shift 1000v (Indication 4; AA; 0.100; -1052,-1273,-752,-624,-505,-278,-258,-93,-55)	2024-09-21 10:45:19.000	AA	0	0	0	3053	3961	1.161	1.142	1.147	0.490	43%	MODERATE	Severe	**26**
37+76	44.43143463	-104.8634644	shift 1000v (Indication 6; AA; 0.100; -1896,-1280,-853,-583,-10)	2024-09-21 10:49:47.000	AA	0	0	0	3053	3961	1.161	1.142	1.146	0.463	40%	MODERATE	Severe	**27**
38+71	44.43123627	-104.863678	shift 1000v (Indication 7; AA; 0.100; -1151,-620,-469,-464,-286,-224,-73,-67,-29)	2024-09-21 10:57:19.000	AA	0	0	0	3053	3961	1.161	1.142	1.144	0.339	30%	MINOR	Severe	**28**
39+06	44.43114853	-104.863739	doc 105	2024-09-21 10:58:31.000		0	0	0	3053	3961	1.161	1.142	1.143					
39+36	44.43107986	-104.8638001	doc 87	2024-09-21 10:59:12.000		0	0	0	3053	3961	1.161	1.142	1.143					
39+61	44.43102264	-104.8638535	ts in fied (Single: Struct P/S -1.8805V IRF -0.7380V) (ACV: 0.1998V)	2024-09-21 11:02:35.000		-1.88	-0.738	1.142	3961	3961	1.142	1.142	1.142					
39+68	44.4310379	-104.8638382	shifdt 1000v (Indication 8; AA; 0.100; 936,-817,-672,-399,-180,-160,-78,-29)	2024-09-21 11:06:25.000	AA	0	0	0	3961	6237	1.142	1.099	1.142	0.328	29%	MINOR	Severe	**29**
40+66	44.43080521	-104.8640137	doc 100	2024-09-21 11:10:13.000		0	0	0	3961	6237	1.142	1.099	1.140					
43+66	44.43008804	-104.8645706	doc 87	2024-09-21 11:17:42.000		0	0	0	3961	6237	1.142	1.099	1.134					
46+59	44.42937469	-104.8650742	doc 105	2024-09-21 11:24:07.000		0	0	0	3961	6237	1.142	1.099	1.129					
47+92	44.42904663	-104.8652878	doc 89	2024-09-21 11:27:12.000		0	0	0	3961	6237	1.142	1.099	1.126					
49+12	44.42874146	-104.8654556	doc 95	2024-09-21 11:29:59.000		0	0	0	3961	6237	1.142	1.099	1.124					
52+48	44.42785645	-104.8657761	doc 87	2024-09-21 11:37:16.000		0	0	0	3961	6237	1.142	1.099	1.118					
56+56	44.42675018	-104.8658905	doc 92	2024-09-21 11:47:09.000		0	0	0	3961	6237	1.142	1.099	1.110					
61+03	44.42552948	-104.8659058	doc 96	2024-09-21 11:58:18.000		0	0	0	3961	6237	1.142	1.099	1.102					
62+37	44.42516327	-104.8658981	ts n/s hwy 14 (Single: Struct P/S -1.8438V IRF -0.7441V) (ACV: 0.1320V)shift 1000v	2024-09-21 12:03:26.000		-1.843	-0.744	1.099	6237	6237	1.099	1.099	1.099					
63+55	44.42484283	-104.8658752	hwy 14 begin	2024-09-21 12:06:25.000		0	0	0	6237	6627	1.099	0.431	0.898					

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
65+39	44.42433929	-104.8659287	hwy 14 end	2024-09-21 12:07:22.000		0	0	0	6237	6627	1.099	0.431	0.582					
66+27	44.42408752	-104.8660202	ts s/s hwy 14 (Single: Struct P/S - 1.1708V IRF -0.7399V) (ACV: 0.1369V)shift 500mv	2024-09-21 14:47:02.000		-1.17	-0.739	0.431	6627	6627	0.431	0.431	0.431					
66+28	44.42408371	-104.8660202	set cable wire from nort to south to get better readings ts to ts	2024-09-21 14:47:42.000		0	0	0	6627	8799	0.431	0.362	0.431					
66+33	44.42407227	-104.8660202	doc 98	2024-09-21 14:47:52.000		0	0	0	6627	8799	0.431	0.362	0.431					
70+62	44.42297745	-104.8665924	doc 89	2024-09-21 14:57:13.000		0	0	0	6627	8799	0.431	0.362	0.417					
75+08	44.42185211	-104.8672257	doc 101	2024-09-21 15:07:47.000		0	0	0	6627	8799	0.431	0.362	0.403					
75+46	44.42176819	-104.8672867	shift 500mv (Indication 10; AA; 0.500; -225,-156,-121,-46)	2024-09-21 15:12:03.000	AA	0	0	0	6627	8799	0.431	0.362	0.402	0.055	14%	MINOR	Severe	**30**
76+45	44.42151642	-104.8674164	doc 95	2024-09-21 15:14:32.000		0	0	0	6627	8799	0.431	0.362	0.399					
79+77	44.42068481	-104.867897	shift 500mv (Indication 11; AA; 0.500; -125,-42,55,2)	2024-09-21 15:25:10.000	AA	0	0	0	6627	8799	0.431	0.362	0.388	0.023	6%	MINOR	Severe	**31**
79+95	44.42063904	-104.8679123	doc 89	2024-09-21 15:25:31.000		0	0	0	6627	8799	0.431	0.362	0.388					
83+22	44.41984177	-104.8683929	shift 500mv (Indication 12; AA; 0.500; -243,-98,-54)	2024-09-21 15:34:17.000	AA	0	0	0	6627	8799	0.431	0.362	0.377	0.040	11%	MINOR	Severe	**32**
83+68	44.4197197	-104.8684387	doc 92	2024-09-21 15:35:12.000		0	0	0	6627	8799	0.431	0.362	0.376					
84+79	44.41944122	-104.8685989	driveway begin	2024-09-21 15:38:51.000		0	0	0	6627	8799	0.431	0.362	0.372					
85+34	44.41930008	-104.8686752	driveway end	2024-09-21 15:39:32.000		0	0	0	6627	8799	0.431	0.362	0.370					
85+43	44.41927719	-104.8686905	doc 103	2024-09-21 15:39:49.000		0	0	0	6627	8799	0.431	0.362	0.370					
85+62	44.41923141	-104.868721	shift 500mv (Indication 12; AA; 0.500; -135,-113,-85,-51)	2024-09-21 15:44:55.000	AA	0	0	0	6627	8799	0.431	0.362	0.370	0.039	10%	MINOR	Severe	**33**
86+18	44.4190979	-104.8688049	shift (Indication 13; AA; 0.500; -178,-407,-151,-124,-87,-46)	2024-09-21 15:48:55.000	AA	0	0	0	6627	8799	0.431	0.362	0.368	0.100	27%	MINOR	Severe	**34**
87+03	44.41888428	-104.8689117	doc 70	2024-09-21 15:50:53.000		0	0	0	6627	8799	0.431	0.362	0.365					
87+58	44.41874313	-104.8689804	shift 500mv (Indication 14; AA; 0.500; -193,-57)	2024-09-21 15:54:28.000	AA	0	0	0	6627	8799	0.431	0.362	0.363	0.025	7%	MINOR	Severe	**35**
87+99	44.41864014	-104.8690338	ts s/s hwy 14 (Single: Struct P/S - 1.1039V IRF -0.7412V) (ACV: 0.0222V)shift 450mv	2024-09-21 15:57:29.000		-1.103	-0.741	0.362	8799	8799	0.362	0.362	0.362					
88+33	44.41856003	-104.8690796	doc 89	2024-09-21 16:18:35.000		0	0	0	8799	10222	0.362	0.38	0.362					
92+66	44.41746521	-104.8696899	doc 93	2024-09-21 16:28:17.000		0	0	0	8799	10222	0.362	0.38	0.368					
95+73	44.41669464	-104.8701325	shift 450mv (Indication 15; AC; 0.450; -140,-98,-45)	2024-09-21 16:37:37.000	AC	0	0	0	8799	10222	0.362	0.38	0.372	0.029	8%	MINOR	Minor	**36**
96+99	44.41637421	-104.8703079	doc 88	2024-09-21 16:40:31.000		0	0	0	8799	10222	0.362	0.38	0.373					
101+62	44.41520309	-104.8709641	doc 91	2024-09-21 16:50:58.000		0	0	0	8799	10222	0.362	0.38	0.379					
102+22	44.41505051	-104.871048	ts s/s hwy 14 (Single: Struct P/S - 1.1420V IRF -0.7626V) (ACV: 0.0083V)shift 450mv	2024-09-21 16:54:50.000		-1.142	-0.762	0.38	10222	10222	0.38	0.38	0.380					
103+25	44.41479111	-104.8711929	doc 98	2024-09-21 16:57:12.000		0	0	0	10222	11768	0.38	0.44	0.384					
105+45	44.41423416	-104.8715057	doc 87	2024-09-21 17:04:00.000		0	0	0	10222	11768	0.38	0.44	0.393					

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
110+02	44.41308594	-104.8721771	doc 90	2024-09-21 17:16:42.000		0	0	0	10222	11768	0.38	0.44	0.410					
110+85	44.41287231	-104.8722916	doc 95	2024-09-21 17:19:01.000		0	0	0	10222	11768	0.38	0.44	0.414					
113+47	44.41221237	-104.872673	doc 99	2024-09-21 17:24:28.000		0	0	0	10222	11768	0.38	0.44	0.424					
114+48	44.41195679	-104.872818	doc 85	2024-09-21 17:26:31.000		0	0	0	10222	11768	0.38	0.44	0.428					
115+54	44.41169357	-104.8729553	shift 450mv (Indication 16; AA; 0.450; 68,39,-22)	2024-09-21 17:31:56.000	AA	0	0	0	10222	11768	0.38	0.44	0.432	0.013	3%	MINOR	Severe	**37**
117+68	44.41125488	-104.8731918	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.1945V IRF -0.7542V)shift 450mv00V)	2024-09-23 16:26:27.000		-1.194	-0.754	0.44	11768	11768	0.44	0.44	0.440					
117+76	44.41123199	-104.8731995	doc 95	2024-09-23 16:26:43.000		0	0	0	11768	12848	0.44	0.44	0.440					
118+39	44.41107178	-104.8732834	doc 110	2024-09-23 16:28:11.000		0	0	0	11768	12848	0.44	0.44	0.440					
122+14	44.41012573	-104.8738251	doc 92	2024-09-23 16:36:30.000		0	0	0	11768	12848	0.44	0.44	0.440					
126+75	44.40895462	-104.8744659	doc 91	2024-09-23 16:48:11.000		0	0	0	11768	12848	0.44	0.44	0.440					
128+48	44.40852737	-104.8747025	ts s/s hwy 14 (Single: Struct P/S -1.1856V IRF -0.7458V) (ACV: 0.0000V)shift 450mv	2024-09-23 16:56:06.000		-1.185	-0.745	0.44	12848	12848	0.44	0.44	0.440					
129+39	44.40833664	-104.8748016	shift 450mv (Indication 1; AA; 0.450; -186,-188,-34)	2024-09-23 17:01:46.000	AA	0	0	0	12848	14443	0.44	0.437	0.440	0.041	9%	MINOR	Severe	**38**
131+07	44.40791702	-104.8750458	doc 89	2024-09-23 17:08:01.000		0	0	0	12848	14443	0.44	0.437	0.440					
135+65	44.40676117	-104.8757095	doc 85	2024-09-23 17:18:16.000		0	0	0	12848	14443	0.44	0.437	0.439					
139+22	44.40585709	-104.8762131	doc 75	2024-09-23 17:28:03.000		0	0	0	12848	14443	0.44	0.437	0.438					
139+66	44.40574646	-104.8762741	doc 89	2024-09-23 17:29:16.000		0	0	0	12848	14443	0.44	0.437	0.438					
144+43	44.40454102	-104.8769608	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -1.2186V IRF -0.7812V) (ACV: 0.1170V)shift 420mv	2024-09-23 17:46:24.000		-1.218	-0.781	0.437	14443	14443	0.437	0.437	0.437					
144+52	44.40453339	-104.8769836	doc 95	2024-09-24 11:36:01.000		0	0	0	14443	18434	0.437	0.509	0.437					
149+66	44.40323257	-104.8777161	doc 89	2024-09-24 11:49:34.000		0	0	0	14443	18434	0.437	0.509	0.446					
154+37	44.40203476	-104.8783798	doc 87	2024-09-24 11:58:31.000		0	0	0	14443	18434	0.437	0.509	0.455					
159+40	44.40076065	-104.879097	doc 85	2024-09-24 12:08:21.000		0	0	0	14443	18434	0.437	0.509	0.464					
164+31	44.39951324	-104.8797836	doc 84	2024-09-24 12:18:46.000		0	0	0	14443	18434	0.437	0.509	0.473					
169+00	44.39832306	-104.8804474	doc 91	2024-09-24 12:27:51.000		0	0	0	14443	18434	0.437	0.509	0.481					
173+73	44.39713669	-104.8811417	doc 75	2024-09-24 12:45:01.000		0	0	0	14443	18434	0.437	0.509	0.490					
174+43	44.3969574	-104.8812332	doc 84	2024-09-24 12:46:31.000		0	0	0	14443	18434	0.437	0.509	0.491					
178+93	44.3958168	-104.8818741	doc 89	2024-09-24 12:55:11.000		0	0	0	14443	18434	0.437	0.509	0.499					
183+61	44.39463425	-104.8825607	doc 79	2024-09-24 13:04:46.000		0	0	0	14443	18434	0.437	0.509	0.508					

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
184+34	44.39445496	-104.8826752	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -1.3175V IRF -0.8080V) (ACV: 0.0000V)shift 500mv	2024-09-24 13:09:00.000		-1.317	-0.808	0.509	18434	18434	0.509	0.509	0.509					
188+71	44.39334106	-104.8832779	doc 91	2024-09-24 13:19:41.000		0	0	0	18434	20950	0.509	0.702	0.543					
193+88	44.39202499	-104.8839951	doc 89	2024-09-24 14:45:17.000		0	0	0	18434	20950	0.509	0.702	0.582					
198+28	44.39090347	-104.8845978	doc 88	2024-09-24 14:53:32.000		0	0	0	18434	20950	0.509	0.702	0.616					
199+02	44.39071274	-104.8846893	mp unknown ts in field cuestionable readings	2024-09-24 15:06:22.000		0	0	0	18434	20950	0.509	0.702	0.622					
203+42	44.38956833	-104.8851929	doc 93	2024-09-24 15:15:11.000		0	0	0	18434	20950	0.509	0.702	0.655					
207+84	44.38842392	-104.8857193	doc 84	2024-09-24 15:23:32.000		0	0	0	18434	20950	0.509	0.702	0.689					
209+50	44.3880043	-104.8859253	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -1.6207V IRF -0.9182V) (ACV: 0.0000V)shift 650mv	2024-09-24 16:45:03.000		-1.62	-0.918	0.702	20950	20950	0.702	0.702	0.702					
212+28	44.38728714	-104.8862763	doc 90	2024-09-24 16:52:16.000		0	0	0	20950	22764	0.702	0.221	0.628					
217+17	44.38601303	-104.8868332	doc 93	2024-09-24 17:02:46.000		0	0	0	20950	22764	0.702	0.221	0.499					
221+93	44.38477707	-104.8873749	doc 87	2024-09-24 17:12:46.000		0	0	0	20950	22764	0.702	0.221	0.373					
226+67	44.38354874	-104.8879471	doc 79	2024-09-24 17:22:47.000		0	0	0	20950	22764	0.702	0.221	0.247					
227+16	44.38344193	-104.8880005	shift 500mv (Indication 1; AA; 0.500; -107,-22)	2024-09-24 17:30:20.000	AA	0	0	0	20950	22764	0.702	0.221	0.234	0.013	6%	MINOR	Severe	**39**
227+64	44.38343048	-104.8880081	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -0.9383V IRF -0.7171V) (ACV: 0.0000V)shift 300mv	2024-09-25 09:51:11.000		-0.938	-0.717	0.221	22764	22764	0.221	0.221	0.221					
227+64	44.38343048	-104.8880081	doc 89	2024-09-25 09:51:21.000		0	0	0	22764	24528	0.221	0.955	0.221					
232+75	44.38211441	-104.8886337	doc 87	2024-09-25 11:08:26.000		0	0	0	22764	24528	0.221	0.955	0.433					
234+65	44.38162231	-104.8888702	shift 600mv (Indication 1; AC; 0.500; -184,-37)	2024-09-25 11:15:56.000	AC	0	0	0	22764	24528	0.221	0.955	0.513	0.022	4%	MINOR	Minor	**40**
237+67	44.3808403	-104.8892288	doc 89	2024-09-25 11:21:47.000		0	0	0	22764	24528	0.221	0.955	0.638					
240+87	44.38001633	-104.8896027	shift 500mv (Indication 2; AC; 0.500; 1151,-469,-687,-168,-142,4)	2024-09-25 11:32:10.000	AC	0	0	0	22764	24528	0.221	0.955	0.772	0.262	34%	MINOR	Minor	**41**
242+36	44.37962723	-104.8897629	doc 92	2024-09-25 11:34:57.000		0	0	0	22764	24528	0.221	0.955	0.834					
245+20	44.37889481	-104.8901062	shift 900mv (Indication 4; AC; 0.500; -108,-132,-42)	2024-09-25 11:45:23.000	AC	0	0	0	22764	24528	0.221	0.955	0.952	0.029	3%	MINOR	Minor	**42**
245+28	44.37887192	-104.8901062	mp ts s/s hwy 14 by fence (Single: Struct P/S -1.8150V IRF -0.8606V) (ACV: 0.0000V)shift 900mv	2024-09-25 11:48:30.000		-1.815	-0.86	0.955	24528	24528	0.955	0.955	0.955					
245+69	44.37876892	-104.890152	shift 900mv (Indication 4; AC; 0.900; -110,-71,-14)	2024-09-25 11:52:18.000	AC	0	0	0	24528	28419	0.955	0.292	0.948	0.020	2%	MINOR	Minor	**43**
246+76	44.37849045	-104.8902741	doc 91	2024-09-25 11:55:02.000		0	0	0	24528	28419	0.955	0.292	0.930					
248+17	44.37812424	-104.8904419	doc 85	2024-09-25 11:58:53.000		0	0	0	24528	28419	0.955	0.292	0.906					
251+93	44.37714767	-104.8908768	doc 89	2024-09-25 12:07:01.000		0	0	0	24528	28419	0.955	0.292	0.842					
252+67	44.37695694	-104.8909683	doc 83	2024-09-25 12:08:46.000		0	0	0	24528	28419	0.955	0.292	0.829					

30-INCH MADISON WATER LINE DCVG DATA

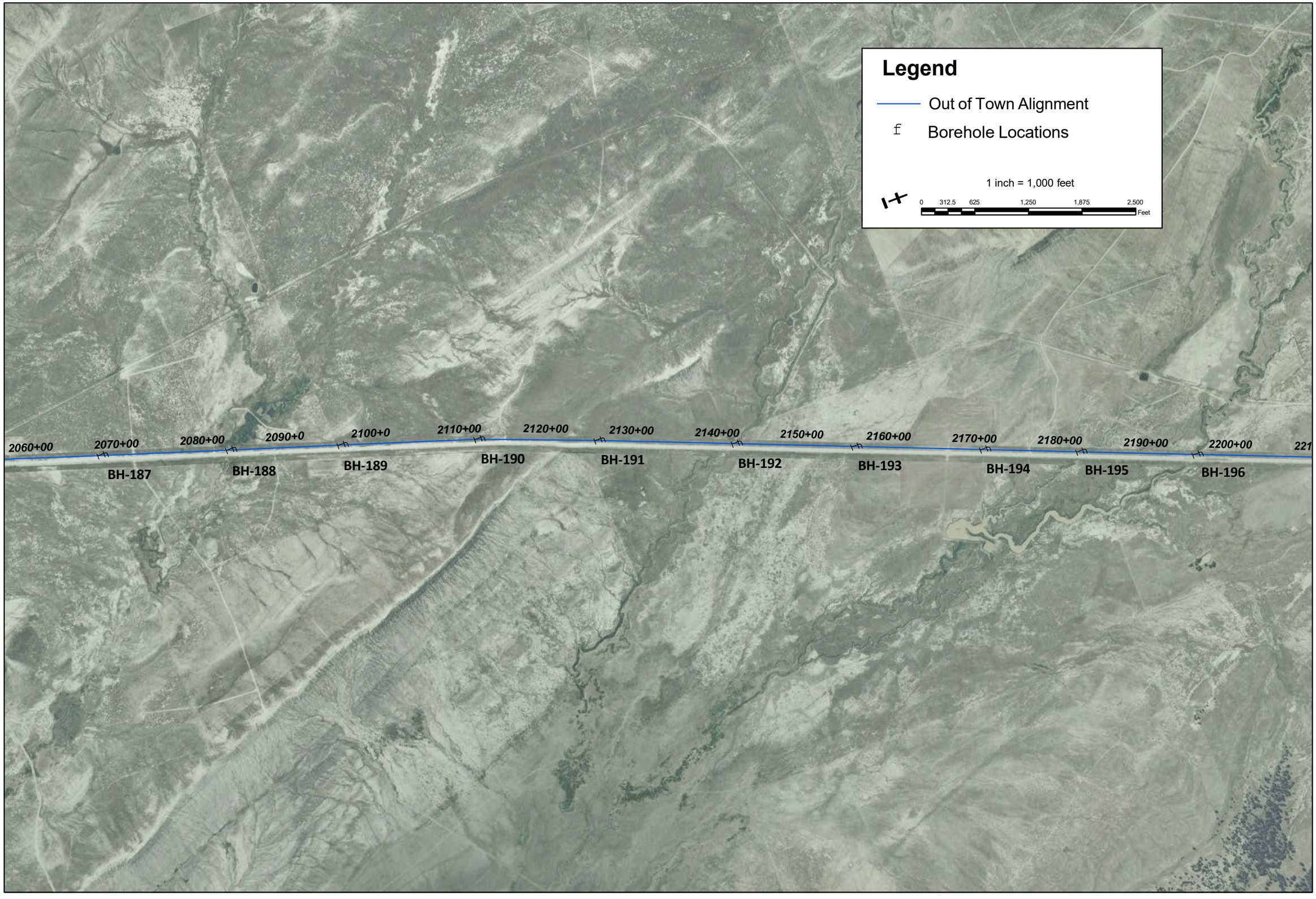
Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
255+29	44.37628174	-104.8912811	shift 800mv (Indication 5; AA; 0.800; -175,-46,-13)	2024-09-25 12:17:13.000	AA	0	0	0	24528	28419	0.955	0.292	0.784	0.024	3%	MINOR	Severe	**44**
256+33	44.37601089	-104.8913956	doc 79	2024-09-25 12:19:19.000		0	0	0	24528	28419	0.955	0.292	0.767					
258+67	44.37540817	-104.8916779	shift 700mv (Indication 7; AA; 0.700; -349,42,-34)	2024-09-25 12:27:32.000	AA	0	0	0	24528	28419	0.955	0.292	0.727	0.043	6%	MINOR	Severe	**45**
260+64	44.37490082	-104.8919144	doc 89	2024-09-25 12:31:31.000		0	0	0	24528	28419	0.955	0.292	0.693					
265+21	44.37371826	-104.8924561	doc 91	2024-09-25 12:44:06.000		0	0	0	24528	28419	0.955	0.292	0.615					
267+84	44.37303925	-104.8927536	doc 84	2024-09-25 12:50:50.000		0	0	0	24528	28419	0.955	0.292	0.571					
269+55	44.37259674	-104.8929596	doc 94	2024-09-25 12:54:10.000		0	0	0	24528	28419	0.955	0.292	0.541					
269+94	44.37249756	-104.8930054	doc 93	2024-09-25 12:54:56.000		0	0	0	24528	28419	0.955	0.292	0.535					
274+24	44.37138367	-104.8935242	doc 95	2024-09-25 13:04:56.000		0	0	0	24528	28419	0.955	0.292	0.461					
278+81	44.37021637	-104.8941269	doc 97	2024-09-25 13:15:01.000		0	0	0	24528	28419	0.955	0.292	0.384					
283+37	44.36910248	-104.8948898	doc 91	2024-09-25 13:24:26.000		0	0	0	24528	28419	0.955	0.292	0.306					
284+19	44.36890793	-104.8950424	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -1.0986V IRF -0.8068V) (ACV: 0.1201V)shift 350	2024-09-25 13:27:51.000		-1.098	-0.806	0.292	28419	28419	0.292	0.292	0.292					
288+00	44.36802292	-104.8957748	mp unknown ts s/s hwy 14 by fence (Single: Struct P/S -1.0529V IRF -0.7769V)shift 350mv	2024-09-25 13:39:16.000		-1.052	-0.776	0.276	28800	28800	0.276	0.276	0.276					
288+29	44.36795425	-104.8958283	doc 91	2024-09-25 13:39:46.000		0	0	0	28800	30839	0.276	0.789	0.283					
289+06	44.36777496	-104.8959808	Line marker	2024-09-25 15:07:00.000		0	0	0	28800	30839	0.276	0.789	0.303					
292+19	44.36707306	-104.8966522	doc 98	2024-09-25 15:14:19.000		0	0	0	28800	30839	0.276	0.789	0.381					
293+96	44.36669159	-104.8970718	doc 89	2024-09-25 15:17:36.000		0	0	0	28800	30839	0.276	0.789	0.426					
297+52	44.36596298	-104.8979645	doc 87	2024-09-25 15:25:26.000		0	0	0	28800	30839	0.276	0.789	0.516					
302+21	44.36503983	-104.8992004	doc 93	2024-09-25 15:34:48.000		0	0	0	28800	30839	0.276	0.789	0.634					
307+86	44.36392593	-104.9006729	doc 87	2024-09-25 15:46:06.000		0	0	0	28800	30839	0.276	0.789	0.776					
308+39	44.36382675	-104.9008179	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.6604V IRF -0.8712V) (ACV: 0.4653V)shift 670mv	2024-09-25 15:48:51.000		-1.66	-0.871	0.789	30839	30839	0.789	0.789	0.789					
312+23	44.36308289	-104.9018478	doc 93	2024-09-25 15:56:51.000		0	0	0	30839	32479	0.789	0.697	0.767					
315+39	44.3625145	-104.9027176	shift 650mv (Indication 8; AC; 0.650; -178,-129,-59)	2024-09-25 16:05:03.000	AC	0	0	0	30839	32479	0.789	0.697	0.750	0.037	5%	MINOR	Minor	**46**
316+60	44.36227417	-104.902977	doc 95	2024-09-25 16:07:37.000		0	0	0	30839	32479	0.789	0.697	0.743					
321+87	44.36124039	-104.9043732	doc 89	2024-09-25 16:18:41.000		0	0	0	30839	32479	0.789	0.697	0.713					
324+63	44.36071014	-104.9051056	shift 600mv (Indication 9; AA; 0.600; -73,-155,-145,28)	2024-09-25 16:26:52.000	AA	0	0	0	30839	32479	0.789	0.697	0.698	0.040	6%	MINOR	Severe	**47**
324+79	44.36067963	-104.9051514	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.5935V IRF -0.8961V) (ACV: 0.0280V)shift 650mv	2024-09-25 17:01:36.000		-1.593	-0.896	0.697	32479	32479	0.697	0.697	0.697					

30-INCH MADISON WATER LINE DCVG DATA

Estimated Station No	Latitude	Longitude	Comment	Timestamp	Coating Defect Behaviour	On (Vcse)	Off (Vcse)	IR (Vcse)	Start Station	End Station	Start IR (V)	End IR (V)	Signal Strength at Defect (V)	Total V	%IR	Severity based on % IR	Overall Severity based on Coating Defect behaviour and % IR	DCVG Indication #
326+54	44.36034393	-104.9056244	doc 91	2024-09-25 17:04:51.000		0	0	0	32479	34668	0.697	0.623	0.691					
330+88	44.35950089	-104.9067841	doc 96	2024-09-25 17:14:21.000		0	0	0	32479	34668	0.697	0.623	0.676					
335+43	44.35861206	-104.9079971	doc 91	2024-09-25 17:25:06.000		0	0	0	32479	34668	0.697	0.623	0.661					
337+44	44.35821915	-104.9085312	doc 85	2024-09-25 17:29:01.000		0	0	0	32479	34668	0.697	0.623	0.654					
340+59	44.35761261	-104.9093857	doc 98	2024-09-25 17:40:42.000		0	0	0	32479	34668	0.697	0.623	0.644					
341+05	44.35751724	-104.9095001	doc 95	2024-09-25 17:41:41.000		0	0	0	32479	34668	0.697	0.623	0.642					
344+40	44.35686493	-104.9103928	doc 96	2024-09-25 17:48:31.000		0	0	0	32479	34668	0.697	0.623	0.631					
346+68	44.35643005	-104.9109955	(Single: Struct P/S -1.5149V IRF -0.8917V) (ACV: 0.0533V)	2024-09-25 17:57:35.000		-1.514	-0.891	0.623	34668	34668	0.623	0.623	0.623					
349+41	44.35590744	-104.9117355	doc 88	2024-09-25 18:02:41.000		0	0	0	34668	36495	0.623	0.561	0.614					
353+68	44.35506439	-104.9128647	doc 94	2024-09-25 18:11:51.000		0	0	0	34668	36495	0.623	0.561	0.599					
359+38	44.35395432	-104.9143906	doc 93	2024-09-25 18:21:40.000		0	0	0	34668	36495	0.623	0.561	0.580					
364+75	44.35292053	-104.9158402	doc 87	2024-09-25 18:31:06.000		0	0	0	34668	36495	0.623	0.561	0.562					
364+95	44.35288239	-104.9158936	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.4535V IRF -0.8923V) (ACV: 0.0609V)shift 550mv	2024-09-25 18:32:50.000		-1.453	-0.892	0.561	36495	36495	0.561	0.561	0.561					
369+65	44.35192108	-104.9170837	doc 92	2024-09-25 18:40:51.000		0	0	0	36495	38289	0.561	0.566	0.562					
375+82	44.35054779	-104.9184494	doc 95	2024-09-25 18:53:46.000		0	0	0	36495	38289	0.561	0.566	0.564					
381+47	44.34921646	-104.9195328	doc 94	2024-09-25 19:04:11.000		0	0	0	36495	38289	0.561	0.566	0.566					
382+89	44.34892273	-104.9196472	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.4428V IRF -0.8765V) (ACV: 0.0189V)shift 650mv	2024-09-25 19:08:46.000		-1.442	-0.876	0.566	38289	38289	0.566	0.566	0.566					
385+42	44.34835434	-104.9201279	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.4401V IRF -0.8888V) (ACV: 0.0334V)shift 550	2024-09-25 19:17:21.000		-1.44	-0.888	0.552	38542	38542	0.552	0.552	0.552					
391+89	44.34670639	-104.92099	doc 97	2024-09-25 19:27:16.000		0	0	0	38542	39831	0.552	0.53	0.541					
397+19	44.34530258	-104.9214783	doc 89	2024-09-25 19:35:41.000		0	0	0	38542	39831	0.552	0.53	0.532					
398+31	44.34500122	-104.9215469	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.4046V IRF -0.8747V)	2024-09-25 19:38:55.000		-1.404	-0.874	0.53	39831	39831	0.53	0.53	0.530					
402+30	44.34392548	-104.9217987	doc 98	2024-09-25 19:45:20.000		0	0	0	39831	40369	0.53	0.51	0.515					
403+69	44.34357452	-104.9217529	mp unknown ts s/s hwy 14 (Single: Struct P/S -1.3868V IRF -0.8764V) (ACV: 0.0883V)shift 550mv	2024-09-25 19:49:11.000		-1.386	-0.876	0.51	40369	40369	0.51	0.51	0.510					

Appendix 2C to Exhibit A

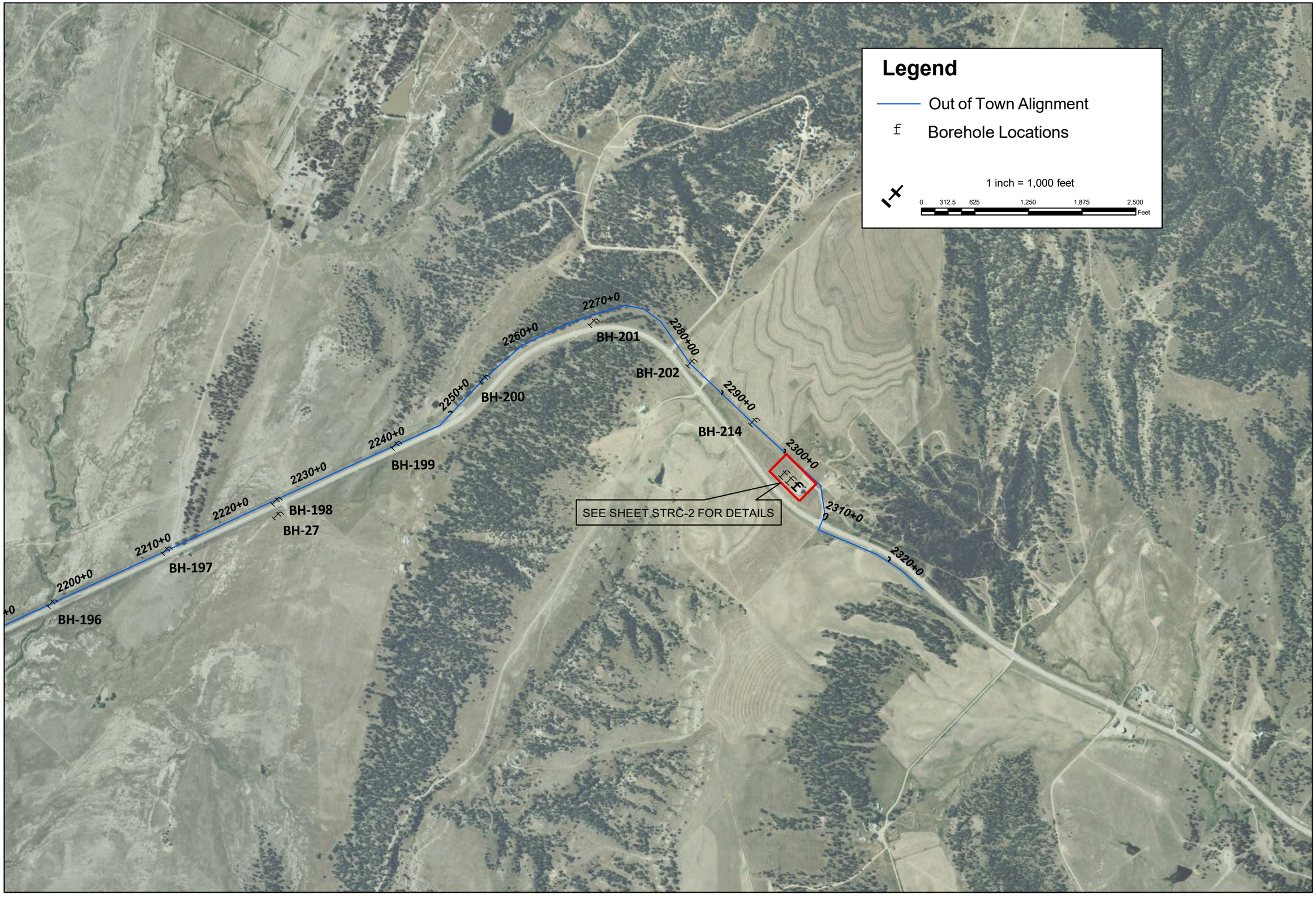
Geotechnical Borehole Logs
by DOWL HKM



Madison Pipeline Geotechnical Report
Gillette, WY
Borehole Location Map
Out of Town Alignment

DOWL HKM
945 LINCOLN ST.
PO BOX 1655
LANDER, WY 82520
37-332-3285
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Sheet No.
BHL-18



Madison Pipeline Geotechnical Report
Gillette, WY
Borehole Location Map
Out of Town Alignment

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945 LINCOLN ST.
PO BOX 1655
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307-332-3285
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Sheet No.
BHL-19

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-190

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2112+00

Surface Elevation: 4195

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK/DRIVEN	SAMPLES: BLOWS PER 6"	SAMPLES: N BLOWS/FT	SAMPLES: NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	TESTS: N VALUE / BLOWS/FOOT, W.C., PL, LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; very stiff, brown, wet with organics [Topsoil]				8 30 50/ 6"	80	SS-1	16/18 89%		80	Hydrochloric Acid = F12
	0.42 LIMESTONE; hard, moist, greyish brown [Weathered Limestone]										
2.5	2.0 Silty Lean CLAY (CL); hard, moist, brownish grey with iron oxide staining [Weathered Claystone]		4192.5		10 14 16	30	SS-2	18/18 100%	>4.5		Moisture = 10.2% -200 = 79.5%
5	Grades very stiff with occasional mineralization below 5.0 feet		4190		8 12 15	27	SS-3	18/18 100%	>4.5		Moisture = 11.7% -200 = 79.0% LL = 36 PI = 20
7.5	Grades hard below 7.5 feet		4187.5		8 13 18	31	SS-4	17/18 94%	>4.5		Moisture = 16.4% -200 = 88.7% LL = 45 PI = 28
10	Grades dark grey below 10.0 feet		4185		8 16 21	37	SS-5	18/18 100%	>4.5		
	12.0										
12.5	Silty Lean CLAY (CL); hard, moist, dark grey, laminated [Weathered Shale]		4182.5								
15			4180		24 45 50/ 5"	95	SS-6	18/18 100%	>4.5	95	Moisture = 11.4% -200 = 89.7% LL = 43 PI = 26
	16.5										

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DOWL HKM
945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	11/9/10	FINISHED	11/9/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-191

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2126+25

Surface Elevation: 4147

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT / W.C. / PL / LL (12 24 36 48)	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; firm, wet, brown with organics [Topsoil]				3 7 10	17	SS-1	18/18 100%	3.0		
	0.58										
	Silty Lean CLAY (CL); very stiff, dry to moist, brownish grey [Alluvium]		4145								
2.5	Grades hard below 2.5 feet				8 14 19	33	SS-2	17/18 94%	4.5		Moisture = 15.6% -200 = 80.6% LL = 44 PI = 27
			4142.5								
5	Occasional iron oxide staining below 5.0 feet				8 12 19	31	SS-3	18/18 100%	>4.5		Moisture = 16.1% -200 = 94.4% LL = 44 PI = 26
	Grades dark grey below 6.5 feet		4140								
7.5					10 19 24	43	SS-4	18/18 100%	>4.5		
			4137.5								
10	10.0										
	Silty CLAY; hard, moist, dark grey, laminated with occasional mineralization and iron oxide staining [Weathered Shale]				13 23 31	54	SS-5	18/18 100%	>4.5		
			4135								
12.5											
			4132.5								
15					19 44 42	86	SS-6	18/18 100%	4.5	86	Moisture = 14.3%
	16.5										

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945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	11/9/10	FINISHED	11/9/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01	LOG OF BOREHOLE NO. BH-192	Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2142+85 20'LT

Surface Elevation: 4111

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: ▽ Final Water Depth: ▼

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK / DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT / W.C. / PL / LL (12, 24, 36, 48)	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; firm, moist, dark brown with organics [Topsoil]				4 7 11	18	SS-1	11/18 61%	>4.5		
	0.5		4110								
	Sandy Fat CLAY (CH); very stiff, moist, greyish brown [Alluvium]										
2.5	Grades dark brown with occasional mineralization below 2.5 feet				7 8 8	16	SS-2	11/18 61%	>4.5		Moisture = 18.7% -200 = 91.8% LL = 51 PI = 32
			4107.5								
5	Grades firm with occasion iron oxide staining below 5.0 feet				3 3 3	6	SS-3	14/18 78%	1.75		
			4105								
7.5	Grades soft below 7.5 feet				2 1 2	3	SS-4	18/18 100%	0.5		Moisture = 30.7%
▽	Grades wet below 8.0 feet		4102.5								
10	Grades more sand below 10.0 feet				1 1 2	3	SS-5	18/18 100%	0.25		Moisture = 32.4% -200 = 67.3%
			4100								
12.5			4097.5								
15	Grades firm below 15.0 feet				1 3 5	8	SS-6	18/18 100%			Moisture = 22.9% -200 = 67.9%
	16.5		4095								

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945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-193

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2156+10 20'LT

Surface Elevation: 4117

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK/DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE / BLOWS/FOOT / W.C. / PL / LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, moist, dark brown with organics [Topsoil]				7 12 17	29	SS-1	13/18 72%	>4.5		
	0.33										
	Silty Lean CLAY (CL); very stiff, moist, brown with iron oxide staining [Colluvium]		4115								
2.5	Grades dark brown with mineralization below 2.5 feet				6 8 10	18	SS-2	13/18 72%	>4.5		Moisture = 15.7% -200 = 89.8% LL = 43 PI = 26
			4112.5								
5	Grades stiff below 5.0 feet				3 4 5	9	SS-3	14/18 78%	2.5		
			4110								
7.5	7.5										
	Silty Fat CLAY (CH): stiff, moist, dark grey, laminated with severe iron oxide staining [Weathered Shale]				4 7 7	14	SS-4	17/18 94%	2.5		Moisture = 19.3% -200 = 83.7% LL = 56 PI = 35
			4107.5								
10	Grades hard below 10.0 feet				8 17 21	38	SS-5	17/18 94%	>4.5		
			4105								
12.5											
			4102.5								
15					11 20 30	50	SS-6	17/18 94%	>4.5		Moisture = 19.0% -200 = 87.2% LL = 57 PI = 36
	16.5										

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945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-194

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2170+90

Surface Elevation: 4123

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	SAMPLES: BLOWS PER 6"	SAMPLES: N BLOWS/FT	SAMPLES: NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	TESTS: N VALUE □ BLOWS/FOOT; W.C.; PL; LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, moist, dark brown with organics [Topsoil]		4122.5		5 10 9	19	SS-1	15/18 83%	>4.5		
	0.5										
	Sandy Fat CLAY (CH); very stiff, moist, dark grey with occasional mineral crystals [Colluvium]										
2.5	Grades stiff with interbedded sand layers below 2.5 feet		4120		3 5 7	12	SS-2	16/18 89%	4.25		Moisture = 26.5% -200 = 85.0% LL = 59 PI = 38
	5.0										
5	Silty Fat CLAY (CH); very stiff, moist, dark grey, laminated with occasional iron oxide staining [Weathered Shale]		4117.5		6 9 11	20	SS-3	18/18 100%	4.5		
7.5			4115		4 8 11	19	SS-4	18/18 100%	>4.5	6	Moisture = 24.1% -200 = 92.2% LL = 68 PI = 45
10			4112.5		5 11 15	26	SS-5	16/18 89%	>4.5		
12.5			4110								
15	Grades hard below 15.0 feet		4107.5		7 15 25	40	SS-6	18/18 100%	>4.5		Moisture = 26.7%
	16.5										

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DOWL HKM
945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-195

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2182+35

Surface Elevation: 4121

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK / DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT / W.C. / PL / LL (12 24 36 48)	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, moist, dark brown with organics [Topsoil]				5 10 10	20	SS-1	8/18 44%		□	
0.5	Sandy Lean CLAY (CL); very stiff, moist, brown [Alluvium]		4120								
2.5	Grades firm below 2.5 feet				2 3 3	6	SS-2	16/18 89%	1.75	□	Moisture = 22.4% -200 = 87.0% LL = 43 PI = 26
			4117.5								
5	Grades soft below 5.0 feet				2 1 3	4	SS-3	18/18 100%	1.5	□	
			4115								
7.5	Grades stiff below 7.5 feet				2 4 5	9	SS-4	18/18 100%	2.25	□	
			4112.5								
10	Grades fat below 10.0 feet				3 4 5	9	SS-5	17/18 94%	2.0	□	Moisture = 25.1% -200 = 86.5% LL = 51 PI = 31
			4110								
12.5											
			4107.5								
15											
15.0	Silty CLAY; hard, moist, dark grey, laminated with occasional iron oxide staining [Weathered Shale]				7 13 18	31	SS-6	17/18 94%		□	
			4105								
16.5											

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Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-196

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2196+50 35'LT

Surface Elevation: 4122

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: ▽ Final Water Depth: ▼

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK / DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED / IN. DRIVEN	POCKET PENETROMETER, TSF	TESTS: N VALUE □ BLOWS/FOOT; W.C.; PL; LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; firm, moist, dark brown with organics [Topsoil]				3 7 8	15	SS-1	15/18 83%	>4.5		
	0.5										
	Silty Lean CLAY (CL); stiff, moist, dark brown with trace gravel [Fill]		4120								
2.5	Grades very stiff below 2.5 feet				8 14 13	27	SS-2	12/18 67%	>4.5		Moisture = 13.9% -200 = 88.1% LL = 42 PI = 26
	4.0										
	Silty Lean CLAY (CL); very stiff, moist, brownish grey [Alluvium]		4117.5								
5	Grades stiff below 5.0 feet				3 4 5	9	SS-3	15/18 83%	2.0		Moisture = 22.6% -200 = 93.2% LL = 47 PI = 30
			4115								
7.5	Grades sandy below 7.5 feet				2 4 5	9	SS-4	17/18 94%	1.5		
			4112.5								
10	Grades firm below 10.0 feet				2 2 3	5	SS-5	17/18 94%			Moisture = 27.6%
	Thinly interbedded sand layers below 10.5 feet										
			4110								
12.5											
▽	Grades wet below 14.0 feet		4107.5								
15	Grades fat and stiff below 15.0 feet				3 4 6	10	SS-6	18/18 100%	2.25		Moisture = 26.6% -200 = 94.8% LL = 56 PI = 40
	16.5										

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Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-197

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2210+60

Surface Elevation: 4148

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	SAMPLES: BLOWS PER 6"	SAMPLES: N BLOWS/FT	SAMPLES: NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	TESTS: N VALUE □ BLOWS/FOOT, W.C., PL, LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; firm, moist, dark brown with organics [Topsoil]		4147.5		2 5 4	9	SS-1	12/18 67%			
0.5	Sandy Lean CLAY (CL); stiff, moist, brown [Colluvium]										
2.5	Grades very stiff below 2.5 feet		4145		4 10 11	21	SS-2	7/18 39%			Moisture = 23.0% -200 = 81.2% LL = 48 PI = 20
5.0	Silty Lean CLAY (CL); hard, moist, dark grey, laminated [Weathered Shale]		4142.5		14 27 30	57	SS-3	16/18 89%	>4.5		Moisture = 17.4% -200 = 82.1% LL = 47 PI = 18
7.5			4140		42 50/ 6"	50	SS-4	12/18 67%			
10			4137.5		50/ 5"	50	SS-5	5/18 28%			Moisture = 12.4% -200 = 76.9% LL = 38 PI = 12
12.5			4135								
15	Grades wet below 15.0 feet		4132.5		50/ 3"		SS-6	3/18 17%			
16.5											

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945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/1/10	FINISHED	12/1/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01	LOG OF BOREHOLE NO. BH-198	Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2225+15 25'LT

Surface Elevation: 4170

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK / DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED / IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT; W.C.; PL; LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, moist, dark brown with organics [Topsoil]				3 7 9	16	SS-1	16/18 89%	4.5		
	0.67										
	Silty Lean CLAY (CL); very stiff, moist, light brown [Colluvium]										
2.5	Grades firm and sandy below 2.5 feet		4167.5		4 4 4	8	SS-2	4/18 22%			Moisture = 8.9% -200 = 79.4%
5	Grades more sand below 5.0 feet		4165		2 2 4	6	SS-3	15/18 83%	1.5		Moisture = 16.7% -200 = 70.1% LL = 43 PI = 28
7.5	Grades stiff and dark brown with mineral crystals below 7.5 feet		4162.5		4 4 8	12	SS-4	18/18 100%	3.25		
	10.0										
10	Silty Fat CLAY (CH); stiff, moist, dark grey [Weathered Shale]		4160		4 6 8	14	SS-5	17/18 94%	3.5	6	Moisture = 23.2% -200 = 82.6% LL = 69 PI = 43
12.5			4157.5								
15	Grades very stiff below 15.0 feet		4155		6 9 15	24	SS-6	18/18 100%	4.5	7	Moisture = 23.3% -200 = 92.0% LL = 71 PI = 47
	16.5										

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Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/4/10	FINISHED	12/4/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01	LOG OF BOREHOLE NO. BH-199	Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2240+00 20'LT

Surface Elevation: 4202

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK / DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT; W.C.; PL; LL; 12 24 36 48	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, moist, dark brown with organics [Topsoil]				5 9 9	18	SS-1	8/18 44%		□	
	0.42										
	Sandy Lean CLAY (CL); very stiff, moist, dark brown [Alluvium]		4200								
2.5	Occasional iron oxide staining below 2.5 feet				4 5 12	17	SS-2	13/18 72%	4.0	□	Moisture = 13.9% -200 = 63.0% LL = 26 PI = 10
			4197.5								
5	Occasional mineralization below 5.0 feet				6 11 16	27	SS-3	15/18 83%	4.0	□	
			4195								
7.5	7.5										
	Silty Lean CLAY (CL); hard, moist, dark grey, laminated [Weathered Shale]				13 29 44	73	SS-4	17/18 94%	>4.5	73 □→	Moisture = 13.2% -200 = 75.6% LL = 45 PI = 24
			4192.5								
10					14 29 50/ 5"	79	SS-5	17/18 94%		79 □→	
			4190								
12.5											
			4187.5								
15					21 44 50/ 4"	94	SS-6	16/18 89%	>4.5	94 □→	Moisture = 10.0% -200 = 80.9% LL = 47 PI = 26
	16.5										

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945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/4/10	FINISHED	12/4/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01	LOG OF BOREHOLE NO. BH-200	Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	HWY 14 - STA 2258+00 80'RT

Surface Elevation: 4249

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE □ BLOWS/FOOT / W.C. / PL / LL	ADDITIONAL DATA/ REMARKS
0	SAND and GRAVEL; loose, moist, brown [Gravel Surfacing] - 5 inches (0.42)			■	5 5 4	9	SS-1	8/18 44%		□	
	Silty SAND; loose, moist, brown with interbedded clay layers [Fill]		4247.5								
2.5	Grades medium dense and orangish brown below 2.5 feet			■	3 9 9	18	SS-2	18/18 100%		● □	Moisture = 10.2% -200 = 16.8%
			4245								
5	Sandy Lean CLAY (CL); stiff, moist, dark greyish brown with trace gravel [Fill] (5.0)			■	3 5 5	10	SS-3	15/18 83%	3.25	□ ●	Moisture = 16.3% -200 = 67.0% LL = 41 PI = 25
			4242.5								
7.5				■	2 3 4	7	SS-4	18/18 100%	1.5	□	
			4240								
10	Silty Lean CLAY (CL); stiff, moist, tan with occasional iron oxide staining [Colluvium] (10.0)			■	3 5 9	14	SS-5	16/18 89%	4.25	●	Moisture = 15.0% -200 = 98.0% LL = 46 PI = 29
			4237.5								
12.5											
	Silty Lean CLAY (CL); hard, moist, greyish brown [Weathered Shale] (13.5)		4235								Harder drilling below 13.5 feet
15				■	30 50/ 3"	50	SS-6	9/18 50%		● □	Moisture = 12.8% -200 = 62.8% LL = 43 PI = 24
	(16.5)		4232.5								

DOWL HKM
945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	12/4/10	FINISHED	12/4/10
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Pinkerton	CHECKED BY	K Jones

Project No.: 5231.26026.01

LOG OF BOREHOLE NO. BH-201

Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	STA 2267+98 80'RT

Surface Elevation: 4353

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	SAMPLES: BLOWS PER 6"	SAMPLES: N BLOWS/FT	SAMPLES: NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	TESTS: N VALUE □ BLOWS/FOOT, W.C., PL, LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, dry, brown with organics [Topsoil]		4352.5		5 8 6	14	SS-1	12/18 67%			
	0.08										
	Silty CLAY; stiff, dry, brown with occasional mineralization [Colluvium]										
	2.5										
2.5	Silty SAND; loose, dry, light brown [Colluvium]		4350		9 3 4	7	SS-2	12/18 67%	2.5		Moisture = 19.8% -200 = 70.3% LL = 35 PI = 22
	3.0										
	Sandy Lean CLAY (CL); firm, moist, reddish brown with occasional iron oxide staining [Colluvium]										
5	Grades hard and grey with occasional thinly interbedded sand layers and carbonaceous material below 5.0 feet		4347.5		21 15 19	34	SS-3	18/18 100%			
7.5	Grades stiff below 7.5 feet		4345		5 6 6	12	SS-4	18/18 100%	1.0		Moisture = 16.4% -200 = 90.1% LL = 29 PI = 14
	10.0										
10	Silty SAND; very dense, dry, brown with iron oxide staining and trace carbonaceous material [Weathered Sandstone]		4342.5		23 31 50/ 4"	81	SS-5	18/18 100%		81	Moisture = 23.0% -200 = 49.2%
12.5			4340								
15			4337.5		50/ 1"	50	SS-6	0/18 0%			
	16.5										

DOWL HKM

DOWL HKM
945 Lincoln Steet, P.O. Box 1655
Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	6/26/11	FINISHED	6/26/11
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Klein	CHECKED BY	K Jones

Project No.: 5231.26026.01	LOG OF BOREHOLE NO. BH-202	Sheet 1 of 1

CLIENT	PROJECT
Burns & McDonnell	Madison Pipeline Project
SITE	**BOREHOLE LOCATION**
Campbell/Crook County	STA 2281+13 10'RT

Surface Elevation: 4452

Notes/Remarks: 4 1/4" HSA Borehole Termination Depth (ft): 16.5 Initial Water Depth: Final Water Depth:

DEPTH (FT.)	MATERIAL DESCRIPTION	GRAPHIC LOG	ELEVATION (FT)	SAMPLES: BULK DRIVEN	BLOWS PER 6"	N BLOWS/FT	NUMBER	IN. RECOVERED IN. DRIVEN	TESTS: POCKET PENE-TROMETER, TSF	N VALUE / W.C. / PL / LL	ADDITIONAL DATA/ REMARKS
0	Silty CLAY; stiff, dry, reddish brown with organics [Topsoil]				5 4 6	10	SS-1	12/18 67%			
	2.5										
3	Silty Lean CLAY (CL); firm, moist, brown with occasional roots [Colluvium]		4449		3 2 3	5	SS-2	15/18 83%			Moisture = 16.4%
6	Grades stiff and grey with occasional iron oxide staining and trace carbonaceous material below 5.0 feet		4446		3 5 6	11	SS-3	16/18 89%	2.0		Moisture = 13.0% -200 = 93.8% LL = 29 PI = 14
	7.5										
9	Silty SAND; very dense, dry, light brown with occasional iron oxide staining [Weathered Sandstone]		4443		47 50/ 1"	50	SS-4	4/18 22%			
	Grades dark brown below 10.0 feet				50/ 3"	50	SS-5	2/18 11%			
12	12.5		4440								Smooth drilling below 12.5 feet
	Sandy Lean CLAY (CL); hard, moist, brown with iron oxide staining [Weathered Shale]										
15	15.5		4437		9 25 32	57	SS-6	18/18 100%			Moisture = 13.2% -200 = 91.7% LL = 42 PI = 22
	Carbonaceous Material; medium to coarse grained, black, organic [Sedimentary Bituminous Coal]										
	16.0										
	Silty CLAY; hard, moist, dark grey with carbonaceous material [Weathered Claystone]										
	16.5										

DOWL HKM
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Lander, WY 82520
Telephone: (307) 332-3285
Fax: (307) 332-5795

STARTED	6/26/11	FINISHED	6/26/11
DRILL CO.	Haz Tech	DRILL RIG	BK 81
DRILLER	Paul Bray	HAMMER	140# Auto
LOGGED BY	J Klein	CHECKED BY	K Jones

EXHIBIT B –WORK AUTHORIZATION COMPENSATION

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Exhibit B - Work Authorization Compensation

Work Authorization No.: 2 **Work Authorization:** 30 INCH MADISON TRANSMISSION LINE REPAIR

Guaranteed Maximum Price					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Extended Amount**
SECTION 01020	CONTRACT PAY ITEMS				
01020.01	Mobilization	LS	1	$ 670,342.00	$ 670,342.00
SECTION 01050	FIELD ENGINEERING				
01050.01 SP	Construction Staking	LS	1	$ 24,400.00	$ 24,400.00
01050.02 SP	Quality Control Testing	LS	1	$ 66,850.00	$ 66,850.00
SECTION 01500	SEDIMENT AND EROSION CONTROL				
01500.01	Construction Stormwater Management	LS	1	$ 90,399.00	$ 90,399.00
SECTION 01510	TRAFFIC CONTOL				
01510.01	Construction Signing and Traffic Control	LS	1	$ 110,950.00	$ 110,950.00
01510.02	Flagging	1/4 HR	400	$ 102.00	$ 40,800.00
01510.03	Project Indentification Sign	EA	1	$ 2,675.00	$ 2,675.00
SECTION 02050	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS				
02050.03	Remove Air Vacuum and Air Release Valve	EA	1	$ 6,568.00	$ 6,568.00
02050.18	Remove Existing Storm Drain	LF	250	$ 27.00	$ 6,750.00
02050.19	Remove Existing Flared End Section	EA	6	$ 548.00	$ 3,288.00
02050.22	Remove Tree	EA	10	$ 2,484.00	$ 24,840.00
02050.24	Remove Existing Fence	LF	4,800	$ 2.00	$ 9,600.00
02050.25 SP	Remove Valve Vault	EA	1	$ 41,537.00	$ 41,537.00
02050.26 SP	Remove Temporary Bulkhead Assembly	EA	4	$ 20,019.00	$ 80,076.00
02050.27 SP	Remove Blow-Off Assembly	EA	4	$ 5,568.00	$ 22,272.00
02050.28 SP	Remove 30 IN Transmission Main	LF	4,400	$ 113.00	$ 497,200.00
02050.29 SP	Remove Manway Manhole	EA	2	$ 5,568.00	$ 11,136.00
02050.30 SP	Abandon 30" Transmission Line In Place (Grout Filled)	LF	250	$ 55.00	$ 13,750.00
SECTION 02075	DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE				
02075.01	Removal of Existing Asphalt Pavement	SY	400	$ 51.00	$ 20,400.00
SECTION 02210	EXCAVATION AND EMBANKMENT				
02210.0818	18'' Subgrade Processing for Patch	SY	400	$ 29.00	$ 11,600.00
SECTION 02220	TRENCH EXCAVATION AND UTILITY LOCATES				

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Item No.	Description	Units	Estimated Quantity	Unit Price	Extended Amount
02220.01	Exploratory Excavation	1/4 HR	100	$ 571.00	$ 57,100.00
02220.02	Underground Facility Locates	EA	5	$ 1,320.00	$ 6,600.00
02220.03	Underground Facility Crossing	EA	10	$ 12,140.00	$ 121,400.00
02220.04	Dewatering	LS	1	$ 60,968.00	$ 60,968.00
SECTION 02231	AGGREGATE SUB-BASE AND BASE COURSES				
02231.0106	6'' Aggregate Base	SY	600	$ 28.00	$ 16,800.00
SECTION 02512	PLANT MIX PAVEMENT				
02512.0206	6'' Asphaltic Concrete Patch	SY	400	$ 45.00	$ 18,000.00
SECTION 02710	WATER AND SEWER HORIZONTAL DIRECTIONAL DRILLING				
02710.034 SP	Install 4" Horizontal Directional Drilled Sampling Line (HDPE)	LS	1	$ 101,613.00	$ 101,613.00
SECTION 02725	STORM DRAINS, TRICKLE CHANNELS, AND CULVERTS				
02725.0730	Install 30" Culvert	LF	250	$ 227.00	$ 56,750.00
02725.12	Install 30" Culvert Flared End Section	EA	6	$ 1,062.00	$ 6,372.00
SECTION 02900	LANDSCAPING				
02900.01	Install Tree (Ponderosa)	EA	10	$ 1,000.00	$ 10,000.00
02900.08	Seeding	AC	11	$ 2,500.00	$ 27,500.00
02900.11	Straw Mulch	TON	16	$ 200.00	$ 3,200.00
02900.17	Fence (Type G)	LF	4,800	$ 5.00	$ 24,000.00
02900.18 SP	Brace Panels	EA	16	$ 640.00	$ 10,240.00
02900.19 SP	Temporary Fence (Barbed Wire Fence)	LF	4,300	$ 4.00	$ 17,200.00
DIVISION 26	ELECTRICAL			$ -	
26.01	Test Station (Flush, Post)	EA	17	$ 4,514.00	$ 76,738.00
26.02	External Joint Bond	EA	12	$ 2,384.00	$ 28,608.00
DIVISION 33	UTILITIES				
33.01-30(150)	Install 30 IN Steel Transmission Main (150 PSI)	LF	1,800	$ 538.00	$ 968,400.00
33.01-30(175)	Install 30 IN Steel Transmission Main (175 PSI)	LF	2,400	$ 538.00	$ 1,291,200.00
33.01-30(200)	Install 30 IN Steel Transmission Main (200 PSI)	LF	390	$ 538.00	$ 209,820.00
33.02-30	Install 30 IN Transmission Main Elbow (22.5°)	EA	1	$ 9,155.00	$ 9,155.00
33.03-30	Install 30 IN Transmission Main Elbow (90°)	EA	2	$ 25,800.00	$ 51,600.00
33.04	Connect to Existing Steel Transmission Main	EA	16	$ 22,388.00	$ 358,208.00

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Item No.	Description	Units	Estimated Quantity	Unit Price	Extended Amount
33.05	Install Access Manhole	EA	5	$ 58,395.00	$ 291,975.00
33.06(2025+41)	Install Valve Vault (Sta. 2025+41)	LS	1	$ 233,614.00	$ 233,614.00
33.06(3000+87)	Install Valve Vault (Sta. 3000+87)	LS	1	$ 229,691.00	$ 229,691.00
33.06(3002+80)	Install Valve Vault (Sta. 3002+80)	LS	1	$ 228,799.00	$ 228,799.00
33.07(2136+78)	Valve and Fitting Replacement in Existing Vault (Sta. 2136+78)	LS	1	$ 175,057.00	$ 175,057.00
33.08	Install Blow-Off Assembly	EA	3	$ 32,409.00	$ 97,227.00
33.09	Grout Spot Repair to Steel Transmission Main	SF	600	$ 192.00	$ 115,200.00
33.10	Grout Repair to Steel Transmission Main Joints	EA	15	$ 215.00	$ 3,225.00
33.11	48" Steel Casing (Jack and Bore)	LF	85	$ 4,345.00	$ 369,325.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**$ 7,031,018.00**

Estimated Cost of Work				**$ 7,031,018.00**
CMAR Fee (OH&P)	12%	of Cost of the Work		$ 843,722.16
CMAR Construction Support Costs (General Conditions)	3%	of Cost of the Work		$ 210,930.54
Estimate Subtotal = Cost of Work + CMAR FEE + CMAR Construction Support Costs				**$ 8,085,670.70**
Insurance (General Liability, Builder's Risk, etc.)	1.65%	of Estimate Subtotal		$ 133,413.57
Bonds (Payment & Performance)	0.60%	of Estimate Subtotal		$ 48,514.02
Cash Allowances - Unit Price Work				
02210.03 Rejected Material Disposal	CY	2,700	$ 14.00	$ 37,800.00
02210.06 Imported Borrow (Sand)	CY	2,700	$ 51.00	$ 137,700.00
33.09 Grout Spot Repair to Steel Transmission Main	SF	600	$ 192.00	$ 115,200.00
33.10 Grout Repair to Steel Transmission Main Joints	EA	20	$ 215.00	$ 4,300.00
Cash Allowance Total				**$ 295,000.00**
Contingency (Itemized)				
General CMAR Contingency Allowance	LS	1	$ 70,310.18	$ 70,310.18
CMAR Contingency Allowance Total				**$ 70,310.18**
Guaranteed Maximum Price (Total Cost of the Work, CMAR Fee, Unit Price Allowances and CMAR Contingency Allowance)				**$ 8,632,908.47**

CMAR agrees it will reach Substantial Completion		date	October 25, 2026
CMAR agrees it will reach Substantial Completion		date	November 15, 2026

(c) 2023 National Society of Professional Engineers for EJCDC.

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Bid Award for the City Hall Customer Service Renovation Project to Hladky Construction, Inc. in the amount of $163,488.00.

SUGGESTED ACTION:

I move for the approval of a Bid Award for the City Hall Customer Service Renovation Project to Hladky Construction, Inc. in the amount of $163,488.00.

PROJECT NUMBER:

25FM03

CASE BACKGROUND:

Demo of Customer Service front case work, walls, counter tops, and flooring. This project will mirror the Clerk's office front counter space and service window. This project will increase operational efficiency for the Customer Service division.

Funds for this project were approved in the 2024/2025 Budget in the amount of $130,000.00. This project be in the 1st quarter budget carryover amendment.

Estimated Start Date: September 2025
Estimated Completion Date: December 2025

ACTUAL COST VS BUDGET:

Actual cost is $163,488.00 vs. Budgeted amount $130,000.00

STAFF REFERENCE:

Sawley Wilde, Public Works Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Bid Award for the Energy Capital Sport Complex Softball Field Bleacher Shelter Project to S & S Builders, LLC in the Amount of $297,189.00.

SUGGESTED ACTION:

I move for Approval of the Bid Award for the Energy Capital Sports Complex Softball Field Bleacher Shelter Project to S & S Builders, LLC in the Amount of $297,189.00.

PROJECT NUMBER:

25EN31

CASE BACKGROUND:

The Energy Capital Sports Complex has four (4) softball fields that do not have weather or shade protection. This project will install up to eight (8) small shelters over the existing bleachers to maintain a safe and enjoyable facility. As with other amenities at this property, the shelters will be accessible, meeting ADA requirements. With youth tournaments and larger events planned in the future, the need for additional shade structures, as well as "dry areas" for inclement weather, is critical to making these events safe and enjoyable for participants and their families.

Three bids were received and opened on August 5, 2025 at 2:00 PM. The bid results were as follows:
S&S Construction = $297,189.00
Powder River Construction = $410,000.00
Hladky Construction = $485,098.40

The total budget for the project is $450,000.00 with is comprised of a 50-50 match with 50% from the general fund, and 50% from a Land and Water Conservation Fund Grant through Wyoming State Parks and Cultural Resources.

ACTUAL COST VS BUDGET:

Actual Cost = $297,189.00; Budget = $450,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
ECSC Softball Field Site Map

ENERGY CAPITAL SPORTS COMPLEX
SOFTBALL FIELD SHELTERS

LAND & WATER CONSERVATION FUND

Section 36: Township 50 North, Range 72 West
N 44.2723158, -105.4665669 W

3400 S. Garner Lake Rd. Gillette, WY 82718

November 16, 2022
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

SITE MAP



SUBDIVISION PLAT



AREA MAP



CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Matthew & Laurie Walker, Owner; Powder River Land Development LLC, Owner

AGENT:

Cevin Imus, land Surveying Incorporated, Agent

CASE BACKGROUND:

The applicant proposes to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

This case was approved by the Planning Commission during their August 26, 2025, meeting with a vote of 4/0.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:
Vicinity Map
Resolution
Draft Plat
Planning Requirements
05/26/25 Planning Commission Minutes

Vicinity Map



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

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

1 inch equals 83 feet

1 inch equals 0.02 miles

July 30, 2025

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF LOT 10B, COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on August 26th, 2025, with Planning Requirements.

WHEREAS the recording of the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 26th, 2025.

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

the Final Plat of the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 10B of Collins Heights Industrial Park Subdivision to be known as Lots 10C & 10D of Collins Heights Industrial Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Aaron Bicknese, Professional Land Surveyor, Wyoming Registration Number 18548, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)

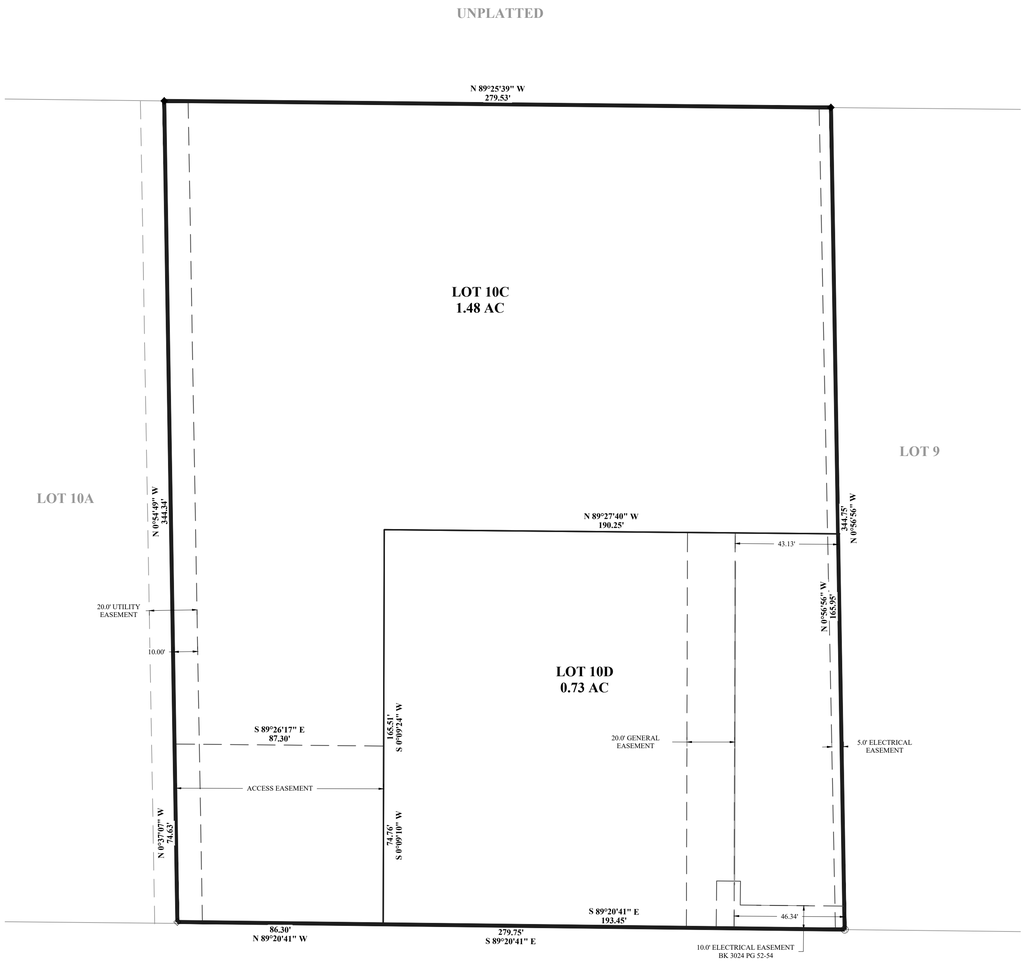
ATTEST:

_____
Alicia Allen, City Clerk

FINAL PLAT

RESUBDIVISION OF LOT 10B OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION

TO BE KNOWN AS LOTS 10C AND 10D OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED POWDER RIVER LAND DEVELOPMENT LLC BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS LOT 10B OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

LOT 10C AND LOT 10D OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION A TRACT OF LAND LOCATED IN A PORTION OF THE NE1/4 NW1/4, OF SECTION 30, T50N-R71W TO THE CITY GILLETTE, CAMPBELL COUNTY, WYOMING.

SAID PARCEL CONTAINS 2.21 ACRES AND IS SUBJECT TO ALL RESERVATIONS, CONDITIONS, AND EASEMENTS OF RECORD.

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
MATT WALKER, PRESIDENT, POWDER RIVER LAND DEVELOPMENT LLC

STATE OF _____)
)S.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____ _____, 2025, A.D., BY MATT WALKER, PRESIDENT, POWDER RIVER LAND DEVELOPMENT LLC

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

BASIS OF BEARING

CITY OF GILLETTE CONTROL

SUMMARY

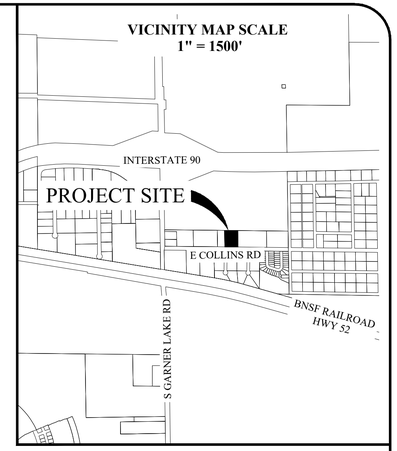
TOTAL LOTS: 2
TOTAL AREA: 2.21 ACRES

SUBDIVISION PURPOSE

TO DIVIDE LOT 10B OF THE RESUBDIVISION OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION LOCATED IN THE NE1/4 NW1/4 OF SECTION 30 T50N-R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING., AND BEING PART OF THE CITY OF GILLETTE, NOW TO BE KNOWN AS LOTS 10C AND 10D OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION.

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RE-SUBDIVISION OF LOT 10B, OF COLLINS HEIGHT SUBDIVISION, AS RECORDED IN BOOK 5 OF PLATS, PAGE 124, OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY VACATED.



CERTIFICATE OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED

THIS_____DAY OF _____, 2025,
BY THE CITY ENGINEER OF THE CITY OF GILLETTE, WYOMING

_____
CITY ENGINEER

CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION

THIS_____DAY OF_____, 2025,

_____
CHAIRMAN

_____
SECRETARY

CERTIFICATE OF ACCEPTANCE AND APPROVAL BY CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

THIS_____DAY OF_____, 2025,

_____
MAYOR

_____
CITY CLERK

CERTIFICATE OF COUNTY CLERK

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER

AT_____O'CLOCK,_____M.,THIS_____DAY OF_____, 2025,

AND IS DULY RECORDED IN BOOK_____OF PLATS, PAGE NO._____

_____
CAMPBELL COUNTY CLERK

Professional Land Surveyor
Aaron Bicknese
18548
Date
WYOMING
PRELIMINARY

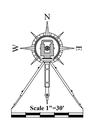
SURVEYOR'S CERTIFICATE

I, AARON BICKNESE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF THE RESUBDIVISION OF LOTS 10C AND 10D OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: JULY, 2025 (AARON BICKNESE)

PAGE: 1 OF 1
DATE: 7/17/2025
FILE: 25144A MP

FINAL PLAT
RESUBDIVISION OF LOT 10B OF COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION
TO BE KNOWN AS LOTS 10C AND 10D OF
COLLINS HEIGHTS INDUSTRIAL PARK SUBDIVISION
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



LEGEND

◆ = (FOUND) BRASS CAP, ILLEGIBLE
◇ = (FOUND) ALUMINUM CAP, ILLEGIBLE
Ⓡ = (FOUND) BARE REBAR

ALL COURSES ARE MEASURED UNLESS NOTED

PREPARED FOR:
POWDER RIVER LAND DEVELOPMENT LLC
4001 E. COLLINS RD
GILLETTE, WY 82718

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

PL2025-0033 | Minor Subdivision | 4001 E Collins Rd

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ August 26, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, and Lance Walker.

Commission Members Absent: Brian Rozier and Jack Colson

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 22, 2025. Ian Scott seconded the motion. Motion carried 5/0.

Case No. PL2025-0029 – MAP AMENDMENT – 1000 Camel Dr & 1500 Butler Spaeth Rd

The owner, Campbell County School District, Owner, seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District.

The proposed rezone area is approximately 69.32 acres and as the minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Vice-Chair Cone seconded. The Motion carried 5/0.

Case No. PL2025-0030 – EASEMENT VACATION – 2901 Conestoga Dr

The owner, Diverse Energy LLC, is requesting the vacation of an existing 70-foot-wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property.

A drainage plan indicated that the easement is unnecessary as the stormwater has been re-routed to the north-eastern side of the property to a detention pond with stormwater pipes draining into it. The following city divisions reviewed the proposed vacation and found no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Lance Walker seconded. The Motion carried 5/0.

Case No. PL2025-0031 – MINOR SUBDIVISION – Opseth Subdivision

The owners, John & Brenda Opseth, propose combining two existing lots, known as 2331 S Butler Spaeth Rd & 1490 Country Club Rd, into one lot. 2331 S Butler Spaeth Rd is 1.09 acres and currently undeveloped. 1490 Country Club Rd is 0.79 acres and has one residence.

Both properties are zoned R-S, Suburban Residential District, and currently meet the minimum lot size of ½ acre and minimum lot width of 12 feet. The proposed 1.87-acre lot also meets these minimum requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. These improvements were not made to 2331 S Butler Spaeth Rd before platting, and the lot does not currently have water and sewer services installed. If the two properties are allowed to be combined, then what is now 2331 S Butler Spaeth Rd would be served by the existing water and sewer services for 1490 Country Club Rd, removing the nonconformity with the City Subdivision Regulations.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Shaun Flynn, resident of Country Club Estates, was present and said his main concern was public safety if a building – such as a garage or shop – were to be built on the property it would diminish visibility at the intersection of Butler Spaeth Road and Country Club Road, as there has been a fatality at the intersection in the past. Mr. Flynn said also in the winter it would make an impact on safety with the hill going up Butler Spaeth Road towards Country Club Road. Mr. Flynn said there was a fence that was located on the property that was a noise deterrent for Mr. Flynn's property, but part of the fence has been removed and the noise increase has been significantly increased according to him, along with garbage coming onto his property and he wanted to ask for the fence to be put back up. Chair Hottell said that it was a private fence, and the Planning Commission would only be voting on if the property lot line could be removed at this meeting.

Mr. Flynn asked if the applicant had already purchased the lots that were proposed to have the lot line removed, and Meredith Duvall said the property was either already purchased or was under contract. Mr. Flynn said he would have wanted to buy part of the property, but it was not highly advertised when the property was for sale. Mr. Flynn said the property owner has already started to park vehicles on the property and he feels this will become a problem. Mr. Flynn asked if the property owner could subdivide the lot on the future, and Ms. Stefanick said if the zoning were to stay R-S the area would need to be a minimum of ½ acre with a width of 125 feet for a front setback then a subdivision of the property could happen. Mr. Flynn said if that were to happen then part of the lot could then be resold and a building could then go behind his house and he did not want that. Ms. Stefanick said an owner of the property could have built on that lot at any time, it just had not been utilized or developed up to this time. Ms. Stefanick explained with building anything on the property site triangles would have to be applied and a building would not be able to impede on the site triangle.

Mr. Flynn said he was concerned about an alley that was behind the property owner's house that was connected to Mr. Flynn's house, as there was a concern by Mr. Flynn

that the property owner could close off the alley, blocking access to his house. Ms. Stefanick said the alley was a public access easement and the property owner would not be able to close off the alley, as it will continue to be on the recorded plat.

Christopher Flynn, Shaun Flynn's son and resident of Country Club Estates, was present and said his concern was the property owner's removal of his fence and creating road noise that wasn't there before the fence removal. Chair Hottell said since it was a privately-owned fence, the property owner has the right to remove it, and the Planning Commission would only be voting on the lot line removal at the meeting. Ms. Duvall stated that the fence was private property, and the property owner could remove it or choose to replace what had been taken down. Ms. Duvall advised Mr. Flynn that they also could obtain a fence permit from the City Planning Division and put one up on their property. Mr. Flynn said his concern also was any potential of an obstruction being built on the property because of the hill coming up Butler Spaeth Road to County Club Road, as there had already been a fatality at that location in the past. Ms. Duvall said any building would have to be outside of the site triangle as well as any setbacks to the property would have to be followed. Any building would also have to be permitted by the city, and all the site triangles and setbacks would be reviewed at that time. Ms. Duvall said even if the lot line were not removed, a building could be built on the property at any time, but all the setbacks and site triangles would need to be observed.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0/1.

Case No. PL2025-0032 – MINOR SUBDIVISION – 4201 Tepee

The owners, Susan Saunders and Rebecca Mast, propose to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized.

Sunburst subdivision was originally platted in 1962, before that area's annexation to the city that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Danny Engdahl and Kathleen Doege, owners of the adjoining property at 4111 Tepee St., were present and asked if their adjoining property line would also be removed with this case. Ms. Stefanick said a Minor Subdivision application would be needed to remove any of their lot lines. Mr. Engdahl asked if he was to sell his property if the lot line would be an issue for future buyers. Ms. Stefanick said for Mr. Engdahl's property, the buildings currently built over the lot line were built when the city allowed it in the past, therefore they are legal non-conforming buildings and still allowed and can be utilized as is. However, any additions that would be put in now would have to meet current city standards. Vice-Chair Cone stated the Title Company may have issues

with the way the lots are now, and Ms. Stefanick said that it would be on the civil side of their property sale. Ms. Doege asked why their lot was 1-1/2 lot size, and Ms. Stefanick said there were 10 lots that were sold as 1-1/2 lot pieces when the subdivision was platted in 1962.

Cevin Imus, agent for the case, was present and said he wanted to clarify that if the neighboring property owner wanted to add an addition onto their property that the Planning Division would require for their 1-1/2 lots to be combined prior to that, so now would be time to do the lot line removal process. Ms. Duvall and Ms. Stefanick provided the contact information for the Planning Division should the adjoining property owners want to pursue removing the lot line from their property.

There being no further comments or questions, Vice-Chair Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

Case No. PL2025-0033 – MINOR SUBDIVISION – 4001 E Collins Rd

Commissioner Lance Walker excused himself from consideration from this matter due to a conflict. The owners, Matthew & Laurie Walker, propose to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the September 9, 2025, and September 23, 2025, meetings would be canceled.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Final Plat of the Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0/1 Abstention)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Final Plat of the Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

John & Brenda Opseth, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated, Agent

CASE BACKGROUND:

The applicant proposes combining two existing lots, known as 2331 S Butler Spaeth Rd & 1490 Country Club Rd, into one lot. 2331 S Butler Spaeth Rd is 1.09 acres and currently undeveloped. 1490 Country Club Rd is 0.79 acres and has one residence.

Both properties are zoned R-S, Suburban Residential District, and currently meet the minimum lot size of ½ acre and minimum lot width of 125'. The proposed 1.87-acre lot also meets these minimum requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. These improvements were not made to 2331 S Butler Spaeth Rd before platting, and the lot does not currently have water and sewer services installed. If the two properties are allowed to be combined, then what is now 2331 S Butler Spaeth Rd would be served by the existing water and sewer services for 1490 Country Club Rd, removing the nonconformity with the City Subdivision Regulations.

This case was approved by the Planning Commission during their August 26, 2025, meeting with a vote of 4/0/1 Abstention.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:
Resolution
Vicinity Map
Draft Plat
Planning Requirements
08/26/25 Planning Commission Minutes

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF THE OPSETH SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of the Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on August 26th, 2025, with Planning Requirements.

WHEREAS the recording of the Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 26th, 2025.

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

the Final Plat Opseth Subdivision, to be known as Lot 1 of the Opseth Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin C. Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

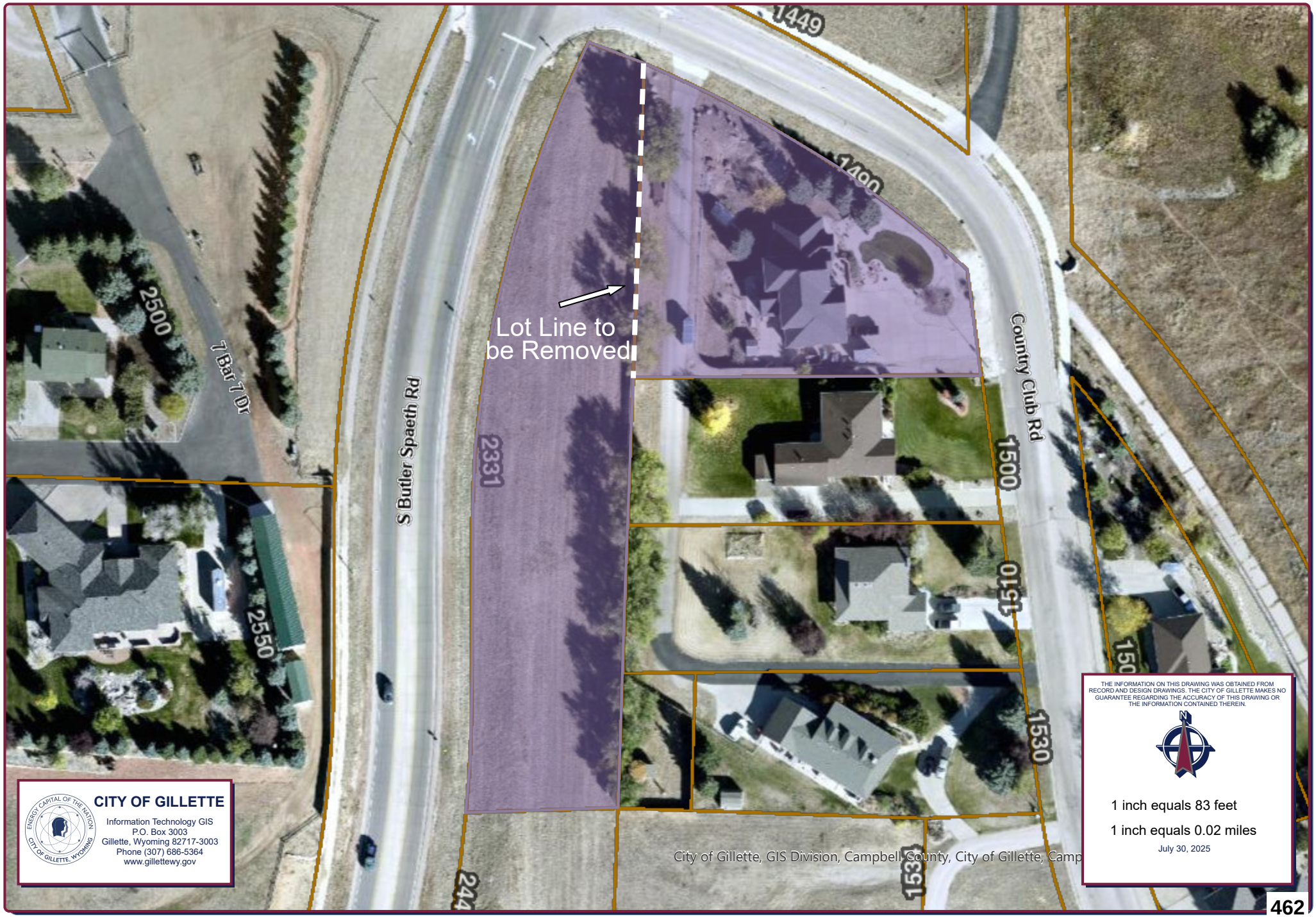
_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Vicinity Map



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

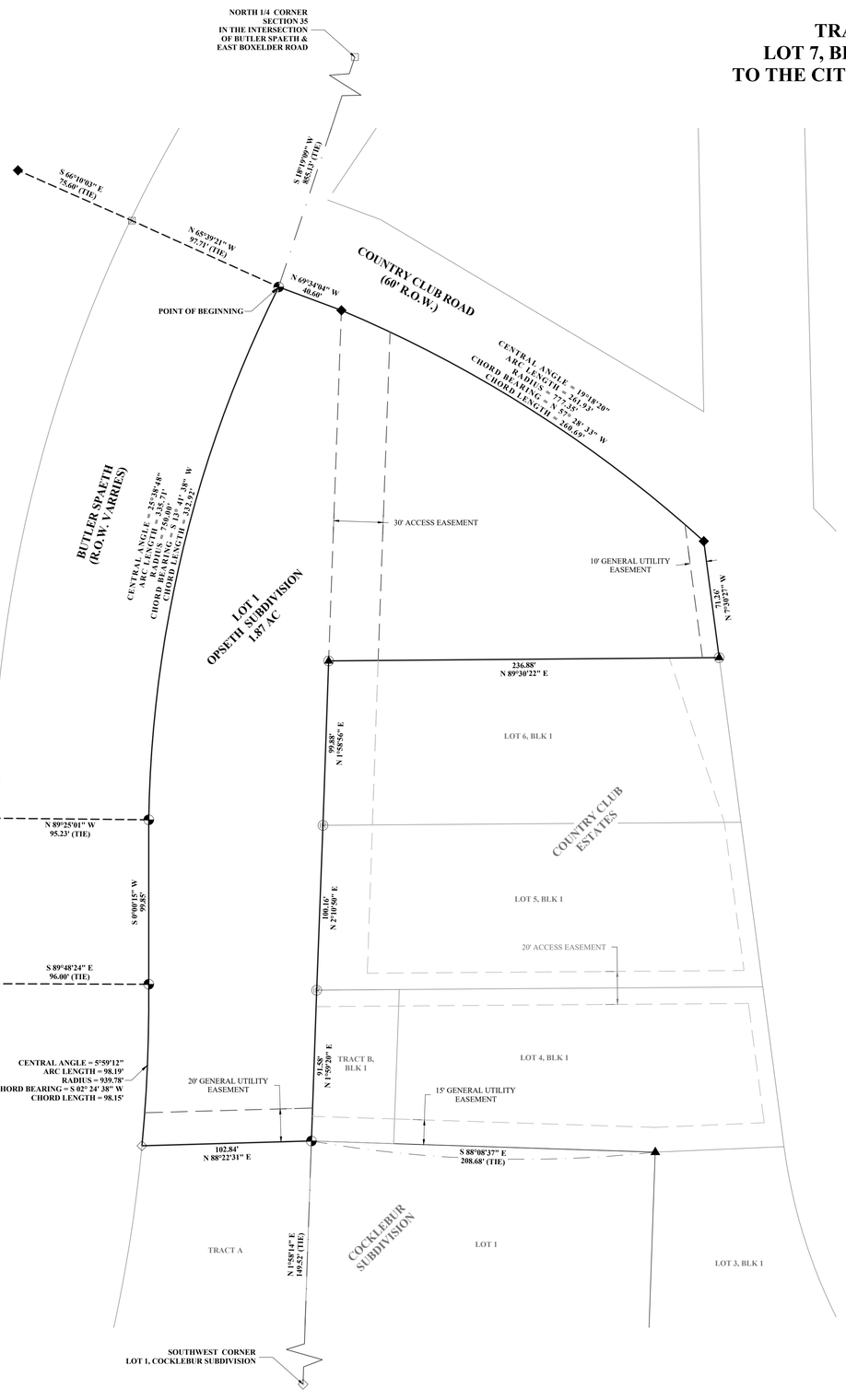
THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

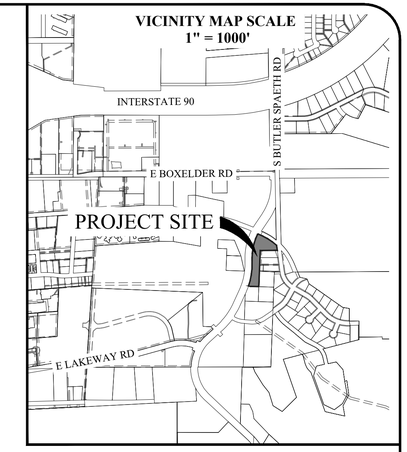
1 inch equals 83 feet

1 inch equals 0.02 miles

July 30, 2025

FINAL PLAT
OPSETH SUBDIVISION
A TRACT OF LAND LOCATED IN TRACT B OF COCKLEBUR SUBDIVISION AND LOT 7, BLOCK 1 OF COUNTRY CLUB ESTATES, PHASE 1, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING





CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED JOHN G. OPSETH AND BRENDA E. OPSETH BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS TRACT B OF COCKLEBUR SUBDIVISION AND LOT 7, BLOCK 1 OF COUNTRY CLUB ESTATES, PHASE 1 AND, BEING SITUATED IN A PORTION OF THE NE1/4 NW1/4 AND NW1/4 NE1/4 OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 35, BEING MONUMENTED BY AN ALUMINUM CAP, STAMPED "JACKSON"; THENCE S 18°19'09" W A DISTANCE OF 855.13 FEET TO THE NORTHWEST CORNER OF SAID OPSETH SUBDIVISION AND ALSO BEING ON THE EAST RIGHT-OF-WAY OF BUTLER SPAETH AND THE SOUTH RIGHT-OF-WAY OF COUNTRY CLUB ROAD, SAID CORNER BEING MONUMENTED BY AN ALUMINUM CAP, PLS 9328 AND BEING THE TRUE POINT OF BEGINNING;

THENCE FOLLOWING SAID RIGHT-OF-WAY THE FOLLOWING COURSES, ALONG A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 25°38'48", AN ARC LENGTH OF 335.71 FEET, A RADIUS OF 750.00 FEET, A CHORD BEARING OF S 13°41'38" W, AND A CHORD LENGTH OF 332.92 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 9328; THENCE S 00°00'15" W A DISTANCE OF 99.85 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 9328; THENCE ALONG A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 5°59'12", AN ARC LENGTH OF 98.19 FEET, A RADIUS OF 939.78 FEET, A CHORD BEARING OF S 02°24'38" W, AND A CHORD LENGTH OF 98.15 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, RLS 2333; THENCE LEAVING SAID RIGHT-OF-WAY, N 88°22'31" E A DISTANCE OF 102.84 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 9328; THENCE N 1°59'20" E A DISTANCE OF 91.58 FEET TO A POINT BEING MONUMENTED BY A BARE REBAR; THENCE N 2°10'50" E A DISTANCE OF 100.16 FEET TO A POINT BEING MONUMENTED BY A BARE REBAR; THENCE N 1°58'56" E A DISTANCE OF 99.88 FEET TO A POINT BEING MONUMENTED BY A PLASTIC CAP, LS 584; THENCE N 89°30'22" E A DISTANCE OF 236.88 FEET TO A POINT BEING MONUMENTED BY A PLASTIC CAP, LS 584; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF COUNTRY CLUB ROAD, N 7°30'27" W A DISTANCE OF 71.26 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 6872; THENCE ALONG A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 19°18'20", AN ARC LENGTH OF 261.93 FEET, A RADIUS OF 777.35 FEET, A CHORD BEARING OF N 57°28'33" W, AND A CHORD LENGTH OF 260.69 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 6872; THENCE N 69°34'04" W A DISTANCE OF 40.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.87 ACRES AND IS SUBJECT TO ALL RESERVATIONS, CONDITIONS, AND EASEMENTS OF RECORD.

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
JOHN G. OPSETH, OWNER

STATE OF _____)
)§.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2025, A.D., BY JOHN G. OPSETH, OWNER

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
BRENDA E. OPSETH, OWNER

STATE OF _____)
)§.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____ _____, 2025, A.D., BY BRENDA E. OPSETH, OWNER

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

BASIS OF BEARING

CITY OF GILLETTE CONTROL

SUMMARY

TOTAL LOTS: 1
TOTAL AREA: 1.87 ACRES

SUBDIVISION PURPOSE

COMBINING TRACT B OF COCKLEBUR SUBDIVISION AND LOT 7, BLOCK 1, OF COUNTRY CLUB ESTATES, PHASE 1, AND BEING PART OF THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, NOW KNOWN AS LOT 1 OF OPSETH SUBDIVISION.

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RE-SUBDIVISION OF TRACT B OF COCKLEBUR SUBDIVISION, AS RECORDED IN BOOK 10 OF PLATS, PAGE 316, AND LOT 7, OF BLOCK 1, OF COUNTRY CLUB ESTATES PHASE 1, AS RECORDED IN BOOK 6 OF PLATS, PAGE 66, OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY VACATED.

SURVEY NOTES:

UPON DISCOVERING THAT BUTLER SPAETH VARIED IN WIDTH, WE ORGANIZED A MEETING WITH THE CITY PLANNING DEPARTMENT AND CITY ENGINEERING DEPARTMENT TO DETERMINE A SOLUTION THAT WOULD WORK BEST FOR ALL PARTIES INVOLVED REGARDING THE BOUNDARIES ON THIS PLAT AND OTHERS. IT WAS DETERMINED THAT IF THE CITY OF GILLETTE WERE TO RECONSTRUCT BUTLER SPAETH, THEY WOULD NOT REQUIRE THE FULL 100 FEET OF RIGHT-OF-WAY PREVIOUSLY SHOWN. AS A RESULT, IT WAS AGREED THAT MOVING FORWARD WITH A VARYING RIGHT-OF-WAY WIDTH WOULD BE THE MOST PRACTICAL SOLUTION.

SURVEYOR'S CERTIFICATE

I, CEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF OPSETH SUBDIVISION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: JULY, 2025 (CEVIN C. IMUS)

Professional Land Surveyor Cevin C. Imus 9328 Date WYOMING

PRELIMINARY

CERTIFICATE OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED

THIS_____DAY OF _____, 2025,
BY THE CITY ENGINEER OF THE CITY OF GILLETTE, WYOMING

_____
CITY ENGINEER

CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION

THIS_____DAY OF _____, 2025,

_____
CHAIRMAN

_____
SECRETARY

CERTIFICATE OF ACCEPTANCE AND APPROVAL BY CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

THIS_____DAY OF _____, 2025,

_____
MAYOR

_____
CITY CLERK

CERTIFICATE OF COUNTY CLERK

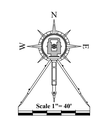
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER

AT_____O'CLOCK,_____M.,THIS_____DAY OF _____, 2025,

AND IS DULY RECORDED IN BOOK_____OF PLATS, PAGE NO._____

_____
CAMPBELL COUNTY CLERK

FINAL PLAT
OPSETH SUBDIVISION
A TRACT OF LAND LOCATED IN TRACT B OF COCKLEBUR SUBDIVISION AND LOT 7, BLOCK 1 OF COUNTRY CLUB ESTATES, PHASE 1, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



LEGEND
- = (SET) ALUMINUM CAP, PLS 9328
- = (FOUND) ALUMINUM CAP, PLS 6872
- = (FOUND) ALUMINUM CAP, RLS 2333
- = (FOUND) ALUMINUM CAP, PELS 8663
- = (FOUND) ALUMINUM CAP, STAMPED "JACKSON"
- = (FOUND) ALUMINUM CAP, PLS 584
- = (FOUND) PLASTIC CAP, LS 584
- = (FOUND) BARE REBAR
- = (FOUND) CHISELED "X" IN CONCRETE

PREPARED FOR:
JOHN OPSETH
1490 COUNTRY CLUB ROAD
GILLETTE, WY 82718

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

PAGE: 1 OF 1
DATE: 7/21/2025
FILE: 25-082A_MP

PL2025-0031 | Minor Subdivision | Opseth Subdivision

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ August 26, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, and Lance Walker.

Commission Members Absent: Brian Rozier and Jack Colson

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 22, 2025. Ian Scott seconded the motion. Motion carried 5/0.

Case No. PL2025-0029 – MAP AMENDMENT – 1000 Camel Dr & 1500 Butler Spaeth Rd

The owner, Campbell County School District, Owner, seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District.

The proposed rezone area is approximately 69.32 acres and as the minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Vice-Chair Cone seconded. The Motion carried 5/0.

Case No. PL2025-0030 – EASEMENT VACATION – 2901 Conestoga Dr

The owner, Diverse Energy LLC, is requesting the vacation of an existing 70-foot-wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property.

A drainage plan indicated that the easement is unnecessary as the stormwater has been re-routed to the north-eastern side of the property to a detention pond with stormwater pipes draining into it. The following city divisions reviewed the proposed vacation and found no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Lance Walker seconded. The Motion carried 5/0.

Case No. PL2025-0031 – MINOR SUBDIVISION – Opseth Subdivision

The owners, John & Brenda Opseth, propose combining two existing lots, known as 2331 S Butler Spaeth Rd & 1490 Country Club Rd, into one lot. 2331 S Butler Spaeth Rd is 1.09 acres and currently undeveloped. 1490 Country Club Rd is 0.79 acres and has one residence.

Both properties are zoned R-S, Suburban Residential District, and currently meet the minimum lot size of ½ acre and minimum lot width of 12 feet. The proposed 1.87-acre lot also meets these minimum requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. These improvements were not made to 2331 S Butler Spaeth Rd before platting, and the lot does not currently have water and sewer services installed. If the two properties are allowed to be combined, then what is now 2331 S Butler Spaeth Rd would be served by the existing water and sewer services for 1490 Country Club Rd, removing the nonconformity with the City Subdivision Regulations.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Shaun Flynn, resident of Country Club Estates, was present and said his main concern was public safety if a building – such as a garage or shop – were to be built on the property it would diminish visibility at the intersection of Butler Spaeth Road and Country Club Road, as there has been a fatality at the intersection in the past. Mr. Flynn said also in the winter it would make an impact on safety with the hill going up Butler Spaeth Road towards Country Club Road. Mr. Flynn said there was a fence that was located on the property that was a noise deterrent for Mr. Flynn's property, but part of the fence has been removed and the noise increase has been significantly increased according to him, along with garbage coming onto his property and he wanted to ask for the fence to be put back up. Chair Hottell said that it was a private fence, and the Planning Commission would only be voting on if the property lot line could be removed at this meeting.

Mr. Flynn asked if the applicant had already purchased the lots that were proposed to have the lot line removed, and Meredith Duvall said the property was either already purchased or was under contract. Mr. Flynn said he would have wanted to buy part of the property, but it was not highly advertised when the property was for sale. Mr. Flynn said the property owner has already started to park vehicles on the property and he feels this will become a problem. Mr. Flynn asked if the property owner could subdivide the lot on the future, and Ms. Stefanick said if the zoning were to stay R-S the area would need to be a minimum of ½ acre with a width of 125 feet for a front setback then a subdivision of the property could happen. Mr. Flynn said if that were to happen then part of the lot could then be resold and a building could then go behind his house and he did not want that. Ms. Stefanick said an owner of the property could have built on that lot at any time, it just had not been utilized or developed up to this time. Ms. Stefanick explained with building anything on the property site triangles would have to be applied and a building would not be able to impede on the site triangle.

Mr. Flynn said he was concerned about an alley that was behind the property owner's house that was connected to Mr. Flynn's house, as there was a concern by Mr. Flynn

that the property owner could close off the alley, blocking access to his house. Ms. Stefanick said the alley was a public access easement and the property owner would not be able to close off the alley, as it will continue to be on the recorded plat.

Christopher Flynn, Shaun Flynn's son and resident of Country Club Estates, was present and said his concern was the property owner's removal of his fence and creating road noise that wasn't there before the fence removal. Chair Hottell said since it was a privately-owned fence, the property owner has the right to remove it, and the Planning Commission would only be voting on the lot line removal at the meeting. Ms. Duvall stated that the fence was private property, and the property owner could remove it or choose to replace what had been taken down. Ms. Duvall advised Mr. Flynn that they also could obtain a fence permit from the City Planning Division and put one up on their property. Mr. Flynn said his concern also was any potential of an obstruction being built on the property because of the hill coming up Butler Spaeth Road to County Club Road, as there had already been a fatality at that location in the past. Ms. Duvall said any building would have to be outside of the site triangle as well as any setbacks to the property would have to be followed. Any building would also have to be permitted by the city, and all the site triangles and setbacks would be reviewed at that time. Ms. Duvall said even if the lot line were not removed, a building could be built on the property at any time, but all the setbacks and site triangles would need to be observed.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0/1.

Case No. PL2025-0032 – MINOR SUBDIVISION – 4201 Tepee

The owners, Susan Saunders and Rebecca Mast, propose to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized.

Sunburst subdivision was originally platted in 1962, before that area's annexation to the city that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Danny Engdahl and Kathleen Doege, owners of the adjoining property at 4111 Tepee St., were present and asked if their adjoining property line would also be removed with this case. Ms. Stefanick said a Minor Subdivision application would be needed to remove any of their lot lines. Mr. Engdahl asked if he was to sell his property if the lot line would be an issue for future buyers. Ms. Stefanick said for Mr. Engdahl's property, the buildings currently built over the lot line were built when the city allowed it in the past, therefore they are legal non-conforming buildings and still allowed and can be utilized as is. However, any additions that would be put in now would have to meet current city standards. Vice-Chair Cone stated the Title Company may have issues

with the way the lots are now, and Ms. Stefanick said that it would be on the civil side of their property sale. Ms. Doege asked why their lot was 1-1/2 lot size, and Ms. Stefanick said there were 10 lots that were sold as 1-1/2 lot pieces when the subdivision was platted in 1962.

Cevin Imus, agent for the case, was present and said he wanted to clarify that if the neighboring property owner wanted to add an addition onto their property that the Planning Division would require for their 1-1/2 lots to be combined prior to that, so now would be time to do the lot line removal process. Ms. Duvall and Ms. Stefanick provided the contact information for the Planning Division should the adjoining property owners want to pursue removing the lot line from their property.

There being no further comments or questions, Vice-Chair Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

Case No. PL2025-0033 – MINOR SUBDIVISION – 4001 E Collins Rd

Commissioner Lance Walker excused himself from consideration from this matter due to a conflict. The owners, Matthew & Laurie Walker, propose to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the September 9, 2025, and September 23, 2025, meetings would be canceled.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Susan Saunders, Owner; Rebecca Mast, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated, Agent

CASE BACKGROUND:

The applicant proposes to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized. Sunburst subdivision was originally platted in 1962, before that area's annexation to the City that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots. Per Article III, Section 3.a(5) "each lot resulting from the subdivision procedure shall conform fully to all

requirements of the zoning district pertaining to the lots; and each lot shall conform to all current City of Gillette regulations". The left-over northern half of Lot 18 will not meet the minimum lot width of 50 feet or area of 6,000 square feet requirements for an R-2, Two-Family Residential District property. Therefore, a variance must be granted by City Council for the plat to be filed. The agent has submitted a letter formally requesting that City Council grant a variance for this subdivision.

Per Article II, Section 3.a. Variances, "When it can be shown that, in the case of a particular subdivision, strict compliance with the provisions of these regulations would cause undue hardship, the City Council may authorize a variance to these requirements". The denial of this subdivision would likely result in undue hardship for the property owner of 4201 Tepee St. Per the letter requesting the variance: "Without the variance, the homeowner would be required to meet a standard that far exceeds that of surrounding properties, resulting in unnecessary expense and development limitations. The hardship arises from the lot's historic size and configuration, which predate current regulations." Planning staff agree with this assessment.

Article II, Section 3 also stipulates under what circumstances a variance can be granted. One such circumstance is that "the variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship which is to be provided in writing to City Council". Per the letter requesting the variance: "The requested variance would permit development that is similar in scale, size, and density to the existing homes on neighboring lots. Granting the variance will not result in a structure or lot configuration that exceeds the established neighborhood character." Planning staff agree with this assessment as well.

This case was approved by the Planning Commission during their August 26, 2025, meeting with a vote of 5/0.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:
Resolution
Saunders Request for Variance
Vicinity Map
Draft Plat
Subdivision Regulations - Variance
Planning Requiremets
08/26/25 Planning Commission Minutes

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF LOT 17 & THE SOUTH ½ OF LOT 18, BLOCK 3 OF SUNBURST SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on August 26th, 2025, with Planning Requirements.

WHEREAS the recording of the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 26th, 2025.

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

the Final Plat of the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 17 & the South ½ of Lot 18, Block 3 of Sunburst Subdivision to be known as Lot 17A, Block 3 of Sunburst Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Cevin C. Imus – President
Aaron Bicknese – Vice President
www.lsi-inc.us

August 8, 2025

City of Gillette Planning Division - Development Services
Attn: Shannon Stefanick
201 E. 5th St., 2nd Floor
Gillette, WY 82716
Via email: shannonh@gillettewy.gov

RE: Request for Variance – Minimum Lot Size Requirement 4201 Tepee St. (S1/2 of Lot 18 and Lot 17, of Block 3, Sunburst Subdivision) Parcel ID#49720220302100

Ms. Stefanick :

I am writing on behalf of Susan Saunders, the owner of the property located at 4201 Tepee St, to respectfully request a variance from the current **minimum lot size requirement** outlined in the City of Gillette Adopted Ordances Two-Family Residential (R-2).

These properties were **grandfathered lots**, platted initially, and recorded under Campbell County jurisdiction, before annexation into the City of Gillette. The lot was legally created and has historically existed in its present configuration. Under current City standards, these half lots of the Sunburst Subdivision do not meet the newly adopted minimum lot size requirement; however, the requested variance would allow for the reasonable development of the property consistent with the character of the surrounding neighborhood.

Justification for Variance:

1. **Consistency with Surrounding Properties:**
   The requested variance would permit development that is similar in scale, size, and density to the existing homes on neighboring lots. Granting the variance will not result in a structure or lot configuration that exceeds the established neighborhood character.
2. **Unreasonable Hardship Without Variance:**
   Without the variance, the homeowner would be required to meet a standard that far exceeds that of surrounding properties, resulting in unnecessary expense and development limitations. The hardship arises from the lot's historic size and configuration, which predate current regulations.
3. **No Adverse Impact:**
   The variance will not be detrimental to the public health, safety, or welfare. All other applicable building, zoning, and utility requirements will be met. The proposed development will maintain compliance with setbacks, height limitations, and drainage requirements.
4. **Preservation of the Intent of the Code:**
   Granting the variance will not change the intent of the minimum lot size regulation, which is to ensure

orderly development, adequate infrastructure, and compatibility with surrounding uses. The proposed project meets these objectives while accommodating an existing, legally established lot.

For these reasons, we respectfully request approval of this variance. We believe it represents a fair and reasonable approach to allow development in a manner consistent with the neighborhood and the original intent of the property's use.

I appreciate your consideration of this request. Please get in touch with me at 307-682-1661 or cimus@lsi-inc.us if you have questions or require additional documentation.

Sincerely,



Cevin C. Imus, PLS

Vicinity Map (Lots to be Combined in Purple)



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

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

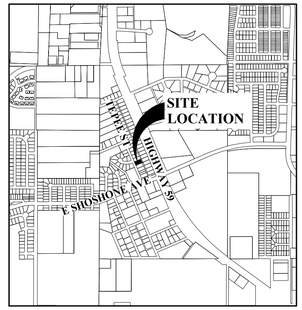
1 inch equals 42 feet

1 inch equals 0.01 miles

August 04, 2025

THE RESUBDIVISION OF
LOT 17 & THE SOUTH 1/2 LOT 18, BLOCK 3 OF SUNBURST SUBDIVISION,
TO BE KNOWN AS
LOT 17A, BLOCK 3 OF SUNBURST SUBDIVISION,
TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

VICINITY MAP
1' = 1500'





CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED SUSAN F. SAUNDERS AND REBECCA M. MAST, BEING THE OWNER, PROPRIETOR OR PARTY OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS LOT 17 & THE SOUTH 1/2 LOT 18, BLOCK 3 SUNBURST SUBDIVISION, BEING SITUATED IN A PORTION OF THE SE1/4 NE1/4 OF SECTION 3, TOWNSHIP 49 NORTH, RANGE 72 WEST, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 17A, BLOCK 3 OF SUNBURST SUBDIVISION TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND CONTAINS AN AREA OF 15,718.73 SQUARE FEET, MORE OR LESS, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

EXECUTED THIS _____DAY OF _____, 20____, A.D. BY:

_____
SUSAN F. SAUNDERS

STATE OF WYOMING)
)ß.
COUNTY OF CAMPBELL.)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____, 20____, A.D., BY SUSAN F. SAUNDERS

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

EXECUTED THIS _____DAY OF _____, 20____, A.D. BY:

_____
REBECCA M. MAST

STATE OF WYOMING)
)ß.
COUNTY OF CAMPBELL.)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____, 20____, A.D., BY REBECCA M. MAST

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

APPROVALS

THE RESUBDIVISION OF LOT 17 AND THE SOUTH 1/2 LOT 18, BLOCK 3 OF SUNBURST SUBDIVISION, TO BE KNOWN AS LOT 17A, BLOCK 3 OF SUNBURST SUBDIVISION, IS HEREBY APPROVED FOR RECORDING AS AN ADMINISTRATIVE PLAT ON _____ THROUGH AUTHORITY GRANTED BY THE CITY OF GILLETTE SUBDIVISION REGULATIONS.

_____ _____
CITY ADMINISTRATOR — DIRECTOR OF ENGINEERING AND DEVELOPMENT SERVICES

RECORDING INFORMATION

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND

RECORDER AT _____O'CLOCK____M. THIS _____DAY OF _____,

20____, A.D., AND IS DULY RECORDED IN BOOK NUMBER _____ OF PLATS, PAGE NUMBER_____.

_____
COUNTY CLERK

SURVEYOR'S CERTIFICATE

I, CEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF LOT 17A, BLOCK 3, OF SUNBURST SUBDIVISION TO THE CITY OF GILLETTE, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH CITY OF GILLETTE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

(CEVIN C. IMUS PLS NO. 9328)

Professional Land Surveyor
Cevin C. Imus
9328
Date
WYOMING

PRELIMINARY

BASIS OF BEARING:

CITY OF GILLETTE CONTROL

SUMMARY:

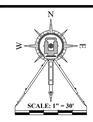
TOTAL LOTS: 1
TOTAL AREA: 15,718.73 SQUARE FEET (0.36 AC.)

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS A RESUBDIVISION OF LOTS 17 AND THE SOUTH 1/2 18, BLOCK 3, SUNBURST SUBDIVISION, AS RECORDED IN BOOK 1 OF PLATS, PAGE 67 OF THE RECORDS OF THE CAMPBELL COUNTRY CLERK'S OFFICE. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

LEGEND

- = (SET) ALUMINUM CAP, PLS 9328
- = (FOUND) BARE REBAR



PAGE: 1 OF 1
DATE: 7/21/2025
FILE: 25131A_AP

THE RESUBDIVISION OF
LOT 17 & THE SOUTH 1/2 LOT 18, BLOCK 3 OF SUNBURST SUBDIVISION
TO BE KNOWN AS
LOT 17A, BLOCK 3 OF SUNBURST SUBDIVISION,
TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

PREPARED FOR:
SUSAN SAUNDERS
4201 TEPEE STREET
GILLETTE, WYOMING 82718

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

SECTION 3. VARIANCES

a. When it can be shown that, in the case of a particular subdivision, strict compliance with the provisions of these regulations would cause undue hardship, the City Council may authorize a variance to these requirements. The granting of any variance shall be based upon evidence provided by the applicant. The evidence shall be reviewed by the Planning staff and forwarded to the Planning Commission for their recommendation to City Council. The evidence shall be based upon the following findings:

   1. there are unusual topographical or other special circumstances associated with the property which are not the result of any action of the subdivider and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties;
   2. the variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship which is to be provided in writing to City Council;
   3. the variance will not nullify the intent or purpose of these regulations; and,
   4. granting the variance will not be detrimental to the general public health, safety and welfare.

b. Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

c. A request for a variance may be submitted at the following times: at the time of the Sketch Plat filing; simultaneously with the Preliminary Plat; at the time of Final Plat for situations not determined at the Preliminary Plat phase.

d. All requests for variances shall be submitted, in writing, to the Planning Division. Variances shall be reviewed by the Planning Commission and their recommendation shall be forwarded to the City Council. All variance requests shall be acted upon by the City Council. In granting a variance, the Council may impose such conditions as will ensure substantial compliance with the objectives and standards of these regulations. The findings and action on each variance, and any conditions imposed, shall be recorded in the minutes of the Council and a copy provided to the Planning Division.

PL2025-0032 | Minor Subdivision | 4201 Tepee St

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ August 26, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, and Lance Walker.

Commission Members Absent: Brian Rozier and Jack Colson

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 22, 2025. Ian Scott seconded the motion. Motion carried 5/0.

Case No. PL2025-0029 – MAP AMENDMENT – 1000 Camel Dr & 1500 Butler Spaeth Rd

The owner, Campbell County School District, Owner, seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District.

The proposed rezone area is approximately 69.32 acres and as the minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Vice-Chair Cone seconded. The Motion carried 5/0.

Case No. PL2025-0030 – EASEMENT VACATION – 2901 Conestoga Dr

The owner, Diverse Energy LLC, is requesting the vacation of an existing 70-foot-wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property.

A drainage plan indicated that the easement is unnecessary as the stormwater has been re-routed to the north-eastern side of the property to a detention pond with stormwater pipes draining into it. The following city divisions reviewed the proposed vacation and found no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

DRAFT

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Lance Walker seconded. The Motion carried 5/0.

Case No. PL2025-0031 – MINOR SUBDIVISION – Opseth Subdivision

The owners, John & Brenda Opseth, propose combining two existing lots, known as 2331 S Butler Spaeth Rd & 1490 Country Club Rd, into one lot. 2331 S Butler Spaeth Rd is 1.09 acres and currently undeveloped. 1490 Country Club Rd is 0.79 acres and has one residence.

Both properties are zoned R-S, Suburban Residential District, and currently meet the minimum lot size of ½ acre and minimum lot width of 12 feet. The proposed 1.87-acre lot also meets these minimum requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. These improvements were not made to 2331 S Butler Spaeth Rd before platting, and the lot does not currently have water and sewer services installed. If the two properties are allowed to be combined, then what is now 2331 S Butler Spaeth Rd would be served by the existing water and sewer services for 1490 Country Club Rd, removing the nonconformity with the City Subdivision Regulations.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Shaun Flynn, resident of Country Club Estates, was present and said his main concern was public safety if a building – such as a garage or shop – were to be built on the property it would diminish visibility at the intersection of Butler Spaeth Road and Country Club Road, as there has been a fatality at the intersection in the past. Mr. Flynn said also in the winter it would make an impact on safety with the hill going up Butler Spaeth Road towards Country Club Road. Mr. Flynn said there was a fence that was located on the property that was a noise deterrent for Mr. Flynn's property, but part of the fence has been removed and the noise increase has been significantly increased according to him, along with garbage coming onto his property and he wanted to ask for the fence to be put back up. Chair Hottell said that it was a private fence, and the Planning Commission would only be voting on if the property lot line could be removed at this meeting.

Mr. Flynn asked if the applicant had already purchased the lots that were proposed to have the lot line removed, and Meredith Duvall said the property was either already purchased or was under contract. Mr. Flynn said he would have wanted to buy part of the property, but it was not highly advertised when the property was for sale. Mr. Flynn said the property owner has already started to park vehicles on the property and he feels this will become a problem. Mr. Flynn asked if the property owner could subdivide the lot on the future, and Ms. Stefanick said if the zoning were to stay R-S the area would need to be a minimum of ½ acre with a width of 125 feet for a front setback then a subdivision of the property could happen. Mr. Flynn said if that were to happen then part of the lot could then be resold and a building could then go behind his house and he did not want that. Ms. Stefanick said an owner of the property could have built on that lot at any time, it just had not been utilized or developed up to this time. Ms. Stefanick explained with building anything on the property site triangles would have to be applied and a building would not be able to impede on the site triangle.

Mr. Flynn said he was concerned about an alley that was behind the property owner's house that was connected to Mr. Flynn's house, as there was a concern by Mr. Flynn

that the property owner could close off the alley, blocking access to his house. Ms. Stefanick said the alley was a public access easement and the property owner would not be able to close off the alley, as it will continue to be on the recorded plat.

Christopher Flynn, Shaun Flynn's son and resident of Country Club Estates, was present and said his concern was the property owner's removal of his fence and creating road noise that wasn't there before the fence removal. Chair Hottell said since it was a privately-owned fence, the property owner has the right to remove it, and the Planning Commission would only be voting on the lot line removal at the meeting. Ms. Duvall stated that the fence was private property, and the property owner could remove it or choose to replace what had been taken down. Ms. Duvall advised Mr. Flynn that they also could obtain a fence permit from the City Planning Division and put one up on their property. Mr. Flynn said his concern also was any potential of an obstruction being built on the property because of the hill coming up Butler Spaeth Road to County Club Road, as there had already been a fatality at that location in the past. Ms. Duvall said any building would have to be outside of the site triangle as well as any setbacks to the property would have to be followed. Any building would also have to be permitted by the city, and all the site triangles and setbacks would be reviewed at that time. Ms. Duvall said even if the lot line were not removed, a building could be built on the property at any time, but all the setbacks and site triangles would need to be observed.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0/1.

Case No. PL2025-0032 – MINOR SUBDIVISION – 4201 Tepee

The owners, Susan Saunders and Rebecca Mast, propose to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized.

Sunburst subdivision was originally platted in 1962, before that area's annexation to the city that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Danny Engdahl and Kathleen Doege, owners of the adjoining property at 4111 Tepee St., were present and asked if their adjoining property line would also be removed with this case. Ms. Stefanick said a Minor Subdivision application would be needed to remove any of their lot lines. Mr. Engdahl asked if he was to sell his property if the lot line would be an issue for future buyers. Ms. Stefanick said for Mr. Engdahl's property, the buildings currently built over the lot line were built when the city allowed it in the past, therefore they are legal non-conforming buildings and still allowed and can be utilized as is. However, any additions that would be put in now would have to meet current city standards. Vice-Chair Cone stated the Title Company may have issues

with the way the lots are now, and Ms. Stefanick said that it would be on the civil side of their property sale. Ms. Doege asked why their lot was 1-1/2 lot size, and Ms. Stefanick said there were 10 lots that were sold as 1-1/2 lot pieces when the subdivision was platted in 1962.

Cevin Imus, agent for the case, was present and said he wanted to clarify that if the neighboring property owner wanted to add an addition onto their property that the Planning Division would require for their 1-1/2 lots to be combined prior to that, so now would be time to do the lot line removal process. Ms. Duvall and Ms. Stefanick provided the contact information for the Planning Division should the adjoining property owners want to pursue removing the lot line from their property.

There being no further comments or questions, Vice-Chair Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

Case No. PL2025-0033 – MINOR SUBDIVISION – 4001 E Collins Rd

Commissioner Lance Walker excused himself from consideration from this matter due to a conflict. The owners, Matthew & Laurie Walker, propose to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the September 9, 2025, and September 23, 2025, meetings would be canceled.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance Approving and Authorizing the Vacation of a 70-foot-wide Stormwater Detention Easement on Lot 1B, of Prestige Park Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Approving and Authorizing the Vacation of a 70-foot-wide Stormwater Detention Easement on Lot 1B, of Prestige Park Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Diverse Energy LLC, Owner

AGENT:

Gerald Williams, Inberg-Miller Engineers, Agent

CASE BACKGROUND:

The applicant is requesting the vacation of an existing 70-foot-wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property. A drainage plan indicated that the easement is unnecessary as the stormwater has been re-routed to the north-eastern side of the property to a detention pond with stormwater pipes draining into it. The following city divisions reviewed the proposed vacation and found no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

This case was approved by the Planning Commission during their August 26, 2025, meeting with a vote of 5/0.

STAFF REFERENCE:

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

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Ordinance
Vicinity Map
Stormwater Easement Vacate
Planning Requirements
08/26/25 Planning Commission Minutes

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE VACATION OF A 70-FOOT-WIDE STORMWATER DETENTION EASEMENT ON LOT 1B, OF PRESTIGE PARK SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.
Pursuant to the petition of Diverse Energy LLC, property owner of Lot 1B of Prestige Park Subdivision, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the vacation of the 70 ft. wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property, as contained entirely within Lot 1B of Prestige Park Subdivision, as recorded by the Campbell County Clerk in Book 12 of Plats, Page 15, Folder 6 will not abridge or destroy any of the rights and privileges of the other landowners in Lots 1B and 2B, Prestige Park Subdivision; and further finds that the vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached Exhibit Map.

SECTION TWO.

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

SECTION THREE. This ordinance shall be in full force and effect on its effective date, October 7th, 2025.

PASSED, APPROVED AND ADOPTED THIS 7th day of October, 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On this ___ day of _____, 2025, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Easement Vacation - 2901 Conestoga Dr



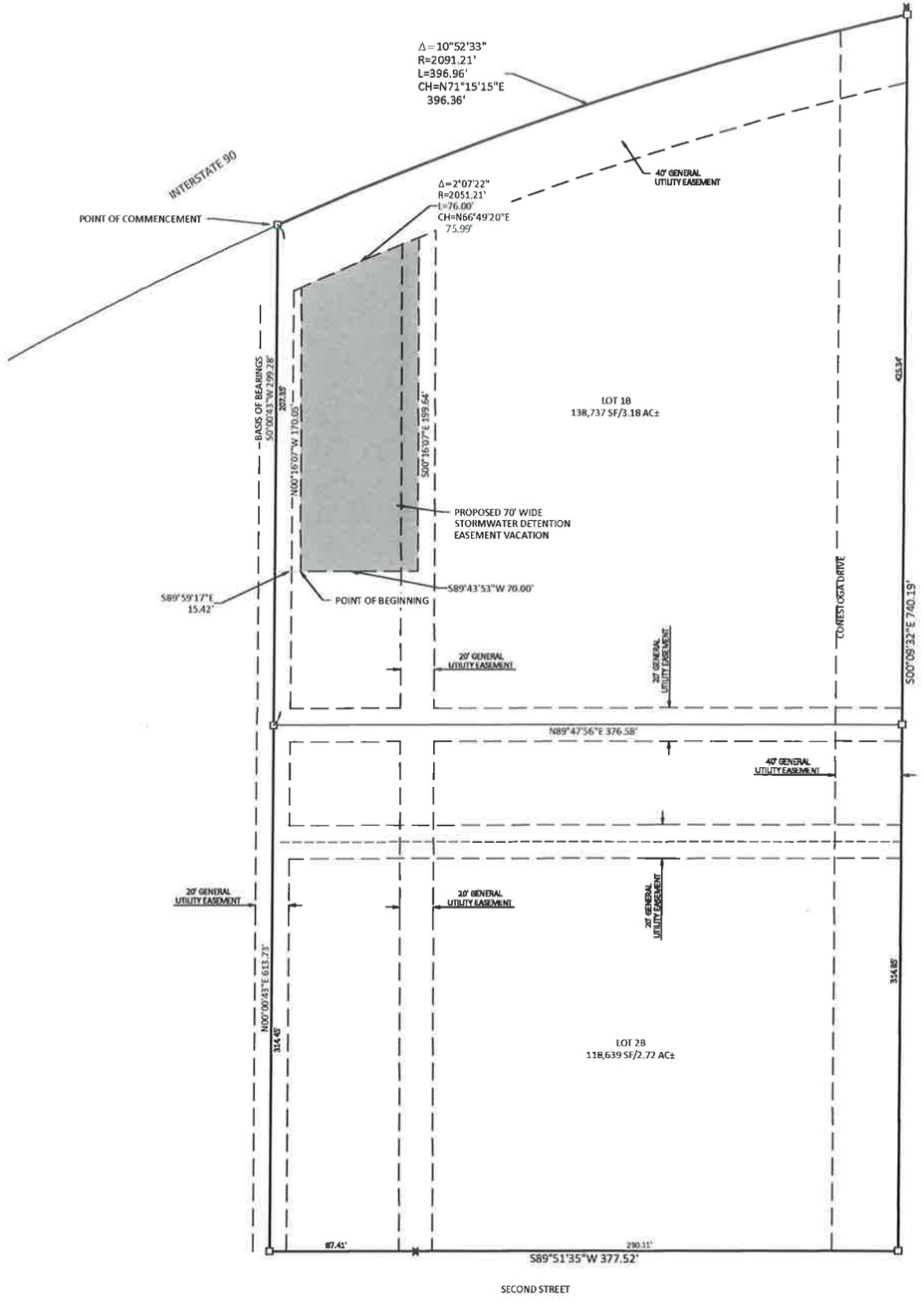
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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

1 inch equals 83 feet

1 inch equals 0.02 miles

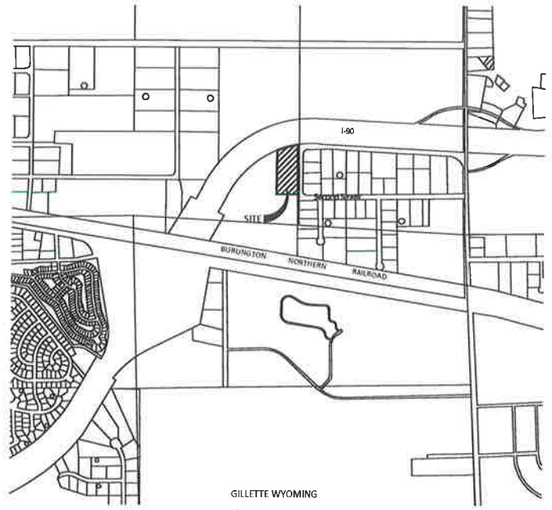
August 01, 2025



LEGEND

FOUND ALUMINUM CAP

PROPOSED EASEMENT VACATION



GILLETTE WYOMING

VICINITY MAP
1"=1,000'



STORM WATER DETENTION EASEMENT VACATION

BEING SITUATED IN A PORTION OF LOT 1B,
OF THE RESUBDIVISION OF LOTS 1A & 2A, PRESTIGE PARK
CITY OF GILLETTE, WYOMING

LEGAL DESCRIPTION

THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR A STORM WATER DETENTION EASEMENT VACATION SITUATED IN LOT 1B, OF THE RESUBDIVISION OF LOTS 1A & 2A, PRESTIGE PARK, AS RECORDED IN BOOK 12 OF PLATS, PAGE 15, FOLDER 6 AT THE CAMPBELL COUNTY CLERK AND RECORDS OFFICE IN GILLETTE, WYOMING, BEING SITUATED IN A PORTION OF THE SW1/4, OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1B OF SAID RESUBDIVISION OF LOT 1A, BEING A FOUND ALUMINUM CAP MONUMENT, FROM WHICH THE SOUTHWEST CORNER OF LOT 1B OF SAID RESUBDIVISION BEING A FOUND ALUMINUM CAP MONUMENT, BEARS S0°00'43"W, 299.28 FEET, WHICH IS THE BASIS OF BEARING; THENCE S0°00'43"W ALONG THE WEST BOUNDARY LINE OF SAID LOT 1B, 207.35 FEET; THENCE S89°59'17"E AND PERPENDICULAR TO THE WEST BOUNDARY OF SAID LOT 1B, 15.42 FEET TO THE **POINT OF BEGINNING** OF THIS STORM WATER DETENTION EASEMENT VACATION DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING N00°16'07"W ALONG THE WEST BOUNDARY OF SAID STORM WATER DETENTION EASEMENT, 170.05 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT 76.00 FEET, SAID CURVE HAVING A RADIUS OF 2051.21, A CENTRAL ANGLE OF 2°07'22" AND CHORD BEARING N66°49'20"E; THENCE S00°16'07"E, 199.64 FEET; THENCE S89°43'53"W, 70.00 FEET TO THE POINT OF BEGINNING OF THIS STORM WATER DETENTION EASEMENT VACATION DESCRIPTION, CONTAINING 0.297 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.



STATE OF WYOMING)
COUNTY OF NATRONA) SS

I, Travis D. Ferguson, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described easement was surveyed under my direction by Travis L. Hiatt on June 12, 2025 and that the accompanying map is correct to the best of my knowledge.

811
Know what's **below.**
Call before you dig.

ANY USE, REVISE, OR CADD ADAPTATION OF THIS DRAWING OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED BY ANYONE, WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER, WILL BE AT THE CLIENT'S RISK AND FULL LEGAL RESPONSIBILITY.

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MOUNTAIN PEAK BUILDERS
PRESTIGE PARK REPLAT
GILLETTE, WYOMING

STORM WATER DETENTION EASEMENT VACATION

REV	DESCRIPTION	DATE	DWN

PROJECT NUMBER: 24706-LS
CHECKED BY: TDF | DRAWN BY: MDH
SCALE: HORIZ. 1"=40' VERT.
BOOK: 1360 | PAGE: 49
DATE: JULY 18, 2025
SHEET: V101

Planning Requirements

PL2025-0030 | Easement Vacation | 2901 Conestoga St

The Planning Requirements are as follows:

1. All comments in EnerGov will be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ August 26, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, and Lance Walker.

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Mr. Flynn said he was concerned about an alley that was behind the property owner's house that was connected to Mr. Flynn's house, as there was a concern by Mr. Flynn

that the property owner could close off the alley, blocking access to his house. Ms. Stefanick said the alley was a public access easement and the property owner would not be able to close off the alley, as it will continue to be on the recorded plat.

Christopher Flynn, Shaun Flynn's son and resident of Country Club Estates, was present and said his concern was the property owner's removal of his fence and creating road noise that wasn't there before the fence removal. Chair Hottell said since it was a privately-owned fence, the property owner has the right to remove it, and the Planning Commission would only be voting on the lot line removal at the meeting. Ms. Duvall stated that the fence was private property, and the property owner could remove it or choose to replace what had been taken down. Ms. Duvall advised Mr. Flynn that they also could obtain a fence permit from the City Planning Division and put one up on their property. Mr. Flynn said his concern also was any potential of an obstruction being built on the property because of the hill coming up Butler Spaeth Road to County Club Road, as there had already been a fatality at that location in the past. Ms. Duvall said any building would have to be outside of the site triangle as well as any setbacks to the property would have to be followed. Any building would also have to be permitted by the city, and all the site triangles and setbacks would be reviewed at that time. Ms. Duvall said even if the lot line were not removed, a building could be built on the property at any time, but all the setbacks and site triangles would need to be observed.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0/1.

Case No. PL2025-0032 – MINOR SUBDIVISION – 4201 Tepee

The owners, Susan Saunders and Rebecca Mast, propose to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized.

Sunburst subdivision was originally platted in 1962, before that area's annexation to the city that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Danny Engdahl and Kathleen Doege, owners of the adjoining property at 4111 Tepee St., were present and asked if their adjoining property line would also be removed with this case. Ms. Stefanick said a Minor Subdivision application would be needed to remove any of their lot lines. Mr. Engdahl asked if he was to sell his property if the lot line would be an issue for future buyers. Ms. Stefanick said for Mr. Engdahl's property, the buildings currently built over the lot line were built when the city allowed it in the past, therefore they are legal non-conforming buildings and still allowed and can be utilized as is. However, any additions that would be put in now would have to meet current city standards. Vice-Chair Cone stated the Title Company may have issues

with the way the lots are now, and Ms. Stefanick said that it would be on the civil side of their property sale. Ms. Doege asked why their lot was 1-1/2 lot size, and Ms. Stefanick said there were 10 lots that were sold as 1-1/2 lot pieces when the subdivision was platted in 1962.

Cevin Imus, agent for the case, was present and said he wanted to clarify that if the neighboring property owner wanted to add an addition onto their property that the Planning Division would require for their 1-1/2 lots to be combined prior to that, so now would be time to do the lot line removal process. Ms. Duvall and Ms. Stefanick provided the contact information for the Planning Division should the adjoining property owners want to pursue removing the lot line from their property.

There being no further comments or questions, Vice-Chair Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

Case No. PL2025-0033 – MINOR SUBDIVISION – 4001 E Collins Rd

Commissioner Lance Walker excused himself from consideration from this matter due to a conflict. The owners, Matthew & Laurie Walker, propose to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the September 9, 2025, and September 23, 2025, meetings would be canceled.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Portion Of The Southeast Quarter of Section 27, Township 50 North, Range 72 West, and a Portion of the Southwest Quarter of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive And 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

APPLICANT/OWNER:

Campbell County School District, Owner

AGENT:

Craig Shavlik, KL&A, Inc, Agent

CASE BACKGROUND:

See attached Explanation of Rezone submitted by applicant.

The applicant seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District. The proposed rezone area is approximately 69.32 acres, with 1000 Camel Drive being 49.02 acres and 1500 S Butler Spaeth Road being 20.30 acres. The minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

The surrounding Zoning Districts are:
North – R-2, Two-Family Residential District; R-4, Multi-Family Residential District; R-3, Single and Multi-Family Residential District

East – R-4, Multi-Family Residential District; R-2, Two-Family Residential District
South – I-2, Heavy Industrial District
West – C-1, General Commercial District; R-4, Multi-Family Residential District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:
Any person, corporation, or the City may initiate amendments to the Zoning Code to:
Correct an obvious error or oversight in the regulations; or
Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.
The existing zoning districts, R-1 and R-2, do allow schools as a permitted use within each district. In this case, Staff recognizes both a) and b) as valid reasons for a rezone. 1000 Camel Drive currently has both R-1 and R-2 zoning districts within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document). As for b), recognizing changing conditions within the city, specifically for general welfare, the change of zoning district will allow for more than a school structure on site; the school district can further utilize the site for administrative offices, shops for school storage, or any other school district function that isn't necessarily a school building.

This case was approved by the Planning Commission during their August 26, 2025, meeting wit a vote of 5/0.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Public Hearing Notice

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON SEPTEMBER 2ND, 2025, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF GILLETTE, WYOMING FOR A PORTION OF THE SOUTHWEST SECTION 26, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS 1000 CAMEL DRIVE AND 1500 S BUTLER SPAETH ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO C-O, OFFICE AND INSTITUTION DISTRICT.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 307-686-5281.

RY MUZZARELLI, P.E.
DEVELOPMENT SERVICES DIRECTOR

DATED: August 12th, 2025
PUBLISH: August 16th, 2025

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion Of The Southeast Quarter of Section 27, Township 50 North, Range 72 West, and a Portion of the Southwest Quarter of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive And 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion Of The Southeast Quarter of Section 27, Township 50 North, Range 72 West, and a Portion of the Southwest Quarter of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive And 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District, per the Attached Exhibit.

APPLICANT/OWNER:

Campbell County School District, Owner

AGENT:

Craig Shavlik, KL&A, Inc, Agent

CASE BACKGROUND:

See attached Explanation of Rezone submitted by applicant.

The applicant seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District. The proposed rezone area is approximately 69.32 acres, with 1000 Camel Drive being 49.02 acres and 1500 S Butler Spaeth Road being 20.30 acres. The minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is

the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

The surrounding Zoning Districts are:
North – R-2, Two-Family Residential District; R-4, Multi-Family Residential District; R-3, Single and Multi-Family Residential District
East – R-4, Multi-Family Residential District; R-2, Two-Family Residential District
South – I-2, Heavy Industrial District
West – C-1, General Commercial District; R-4, Multi-Family Residential District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:
Any person, corporation, or the City may initiate amendments to the Zoning Code to:
Correct an obvious error or oversight in the regulations; or
Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.
The existing zoning districts, R-1 and R-2, do allow schools as a permitted use within each district. In this case, Staff recognizes both a) and b) as valid reasons for a rezone. 1000 Camel Drive currently has both R-1 and R-2 zoning districts within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document). As for b), recognizing changing conditions within the city, specifically for general welfare, the change of zoning district will allow for more than a school structure on site; the school district can further utilize the site for administrative offices, shops for school storage, or any other school district function that isn't necessarily a school building.

This case was approved by the Planning Commission during their August 26, 2025, meeting wit a vote of 5/0.

STAFF REFERENCE:

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

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Explanation of Rezone
Ordinance
Vicinity Map
Area to be Rezoned
Planning Requirements
08/26/25 Planning Commission Minutes
Findings of Fact

City of Gillette, Wyoming
Department of Community Development
Planning Division
Request For Zoning Amendment

CASE NO. Z

I. Applicants Name: Campbell County School District #1 (CCSD#1)

Mailing Address: 100 West Eighth Street (P.O. Box 3033), Gillette, WY 82717

Phone No.: (307) 682-5171

Interest in Property: Owner

II. Explain in detail the reasons for the proposed zoning amendment. Describe specifically the error in the current zoning, or how changing conditions require this requested amendment (attach additional pages if needed.)

The New Campbell County High School Project will require a minor subdivision to combine the parcels for the campus of the existing Campbell County High School. The common boundary of the Campbell County High School East Parking Area and the Hillcrest School Addition may also need to be adjusted south to accommodate the proposed development for the new high school. The properties are zoned Single-Family Residential (R-1) and Two-Family Residential (R-2) and must be designated as a single zoning district before the minor subdivision can be approved by the City of Gillette. The proposed change to Office and Institutional (C-O) District meets the needs of the CCSD#1 to operate and maintain both the Campbell County High School and Hillcrest Elementary School. The C-O designation is compatible with the adjacent residential and commercial districts. The proposed rezoning from residential to institutional will support the development of a new school that directly serves the educational needs of the growing community. This change promotes the public health, safety, and general welfare by providing a safe, modern learning environment designed to meet current building, safety, and environmental standards. The site will include proper access for emergency vehicles, designated drop-off and pick-up areas to manage traffic flow safely, and pedestrian pathways to encourage walkability. Thoughtful site design and landscaping will buffer surrounding residential areas, minimizing impacts such as noise and traffic. Overall, the rezoning enables responsible, community-serving development that enhances long-term neighborhood vitality and supports access to quality education.

*If a map amendment, complete Section III. If a text amendment, complete section IV.

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 50 NORTH, RANGE 72 WEST, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 50 NORTH, RANGE 72 WEST, ALSO KNOWN AS 1000 CAMEL DRIVE AND 1500 S BUTLER SPAETH ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT TO C-O, OFFICE AND INSTITUTION DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

A Portion Of The Southeast Quarter Of Section 27, Township 50 North, Range 72 West, and A Portion Of The Southwest Quarter Of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive and 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

A Portion Of The Southeast Quarter Of Section 27, Township 50 North, Range 72 West, and A Portion Of The Southwest Quarter Of Section 26, Township 50 North, Range 72 West, Also Known As 1000 Camel Drive and 1500 S Butler Spaeth Road, City of Gillette, Campbell County, Wyoming, is hereby amended from R-1, Single Family Residential District and R-2, Two-Family District, to C-O, Office and Institution District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Shay Lundvall, Mayor

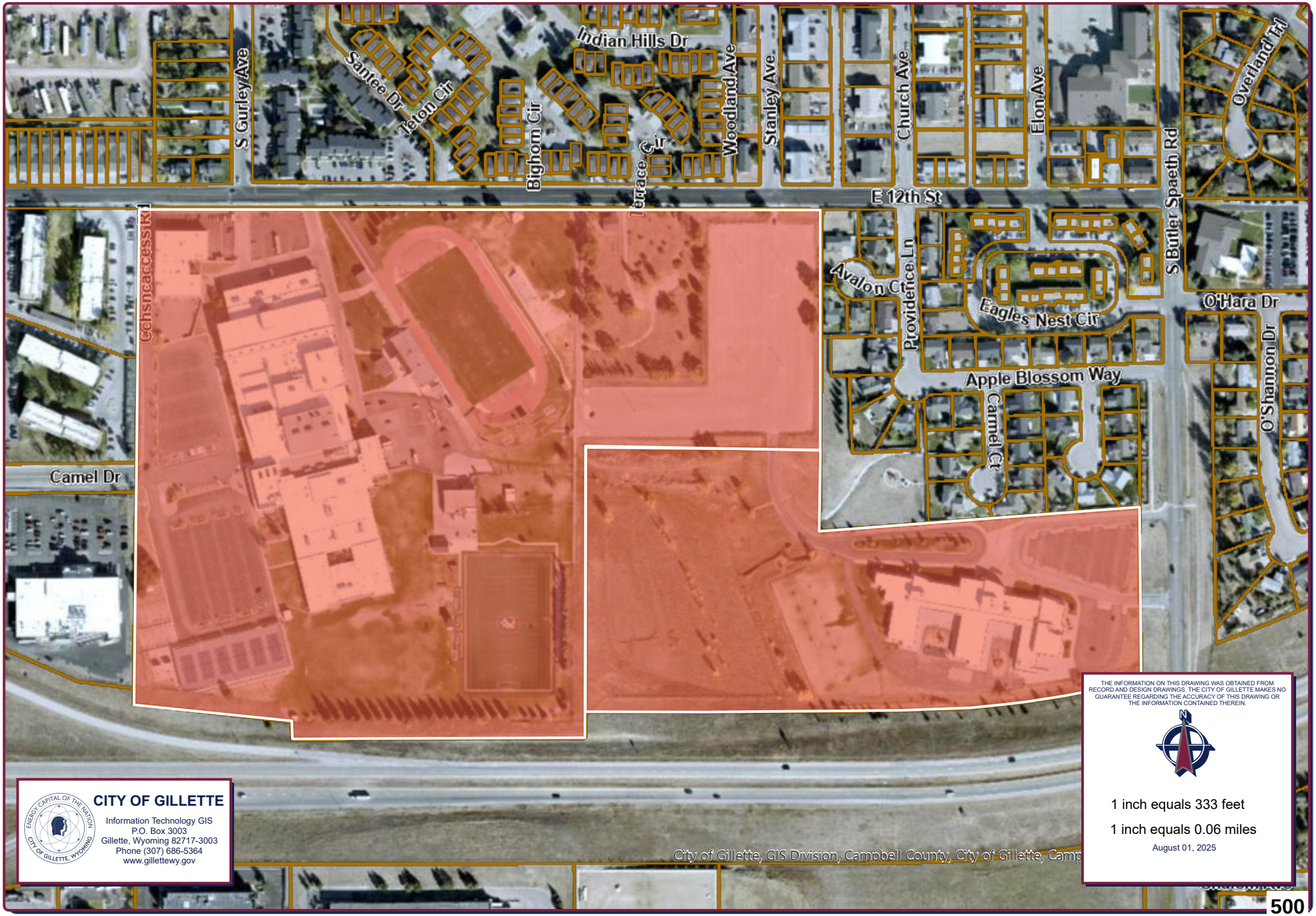
(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:

Vicinity Map - 1000 Camel Dr & 1500 S Butler Spaeth Rd



CITY OF GILLETTE

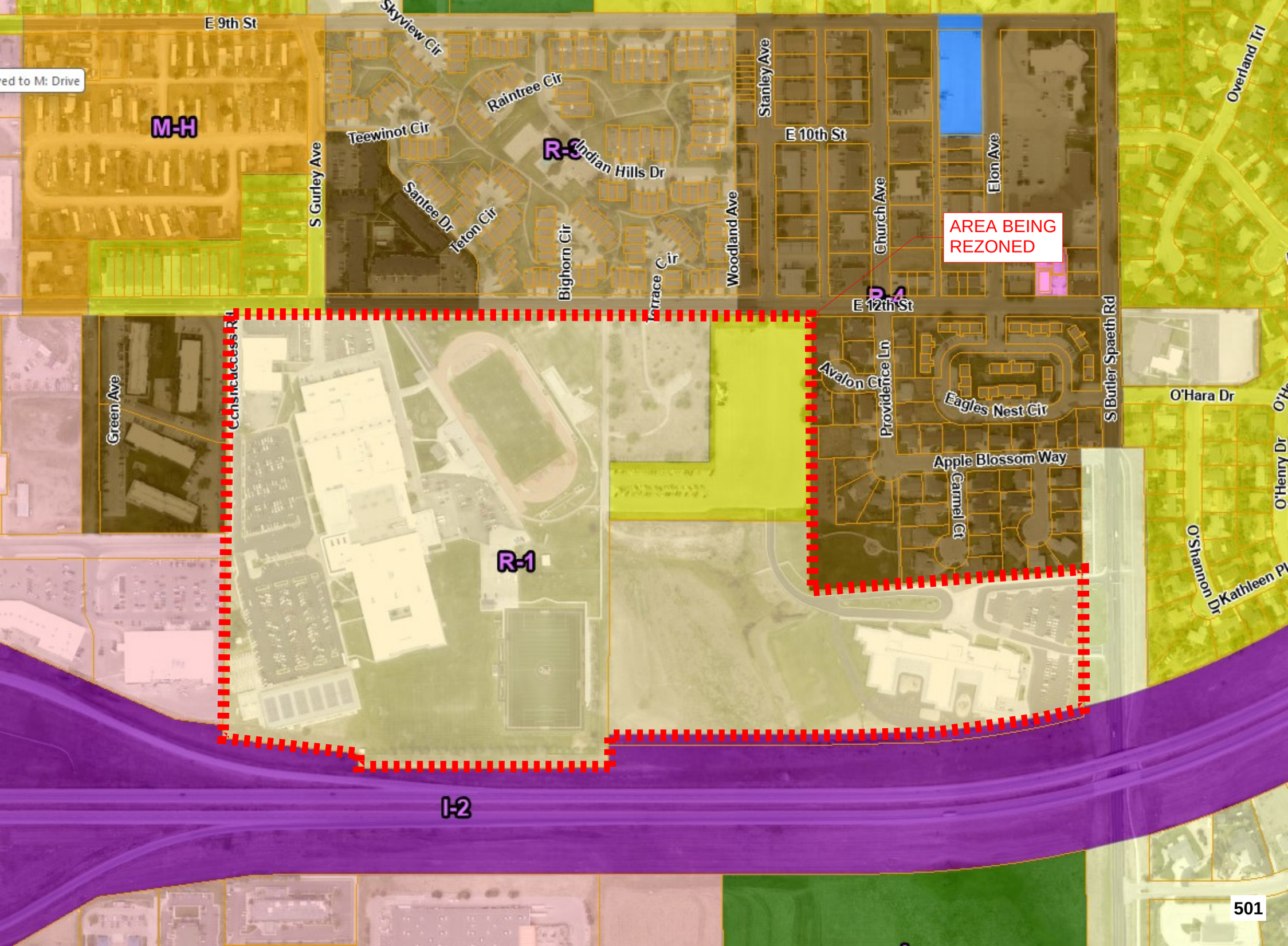
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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

1 inch equals 333 feet

1 inch equals 0.06 miles

August 01, 2025


AREA BEING REZONED
M-H
R-3
R-4
R-1
I-2
E 9th St
E 10th St
E 12th St
S Gurley Ave
Skyview Cir
Raintree Cir
Teewinot Cir
Indian Hills Dr
Santee Dr
Teton Cir
Bighorn Cir
Woodland Ave
Stanley Ave
Church Ave
Elon Ave
Overland Trl
Green Ave
Providence Ln
Avalon Ctr
Eagles Nest Cir
S Butler Spaeth Rd
Apple Blossom Way
Carmel Ct
O'Hara Dr
O'Henry Dr
O'Shannon Dr
Kathleen Pl
501

Planning Requirements

PL2025-0029

Zoning Map Amendment | 1000 Camel Drive & 1500 S Bulter Spaeth Road

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ August 26, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, and Lance Walker.

Commission Members Absent: Brian Rozier and Jack Colson

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 22, 2025. Ian Scott seconded the motion. Motion carried 5/0.

Case No. PL2025-0029 – MAP AMENDMENT – 1000 Camel Dr & 1500 Butler Spaeth Rd

The owner, Campbell County School District, Owner, seeks to amend the Zoning Map to rezone 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to C-O, Office and Institution District.

The proposed rezone area is approximately 69.32 acres and as the minimum district size for the C-O District is 1 acre; this rezone does meet the minimum district requirements. 1000 Camel Drive is the site of Campbell County High School, which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. 1500 S Butler Spaeth Road is the site of Hillcrest Elementary School, which includes the school, playground, field, and all associated parking for the above-mentioned activities. Both properties are currently serviced with city water, sewer, and electric utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Vice-Chair Cone seconded. The Motion carried 5/0.

Case No. PL2025-0030 – EASEMENT VACATION – 2901 Conestoga Dr

The owner, Diverse Energy LLC, is requesting the vacation of an existing 70-foot-wide Stormwater Detention Easement located at 2901 Conestoga Drive; more specifically, 185'x70' easement, totaling 12,950 sq. ft. that beings at the north property line and runs down the western side of the property.

A drainage plan indicated that the easement is unnecessary as the stormwater has been re-routed to the north-eastern side of the property to a detention pond with stormwater pipes draining into it. The following city divisions reviewed the proposed vacation and found no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Lance Walker seconded. The Motion carried 5/0.

Case No. PL2025-0031 – MINOR SUBDIVISION – Opseth Subdivision

The owners, John & Brenda Opseth, propose combining two existing lots, known as 2331 S Butler Spaeth Rd & 1490 Country Club Rd, into one lot. 2331 S Butler Spaeth Rd is 1.09 acres and currently undeveloped. 1490 Country Club Rd is 0.79 acres and has one residence.

Both properties are zoned R-S, Suburban Residential District, and currently meet the minimum lot size of ½ acre and minimum lot width of 12 feet. The proposed 1.87-acre lot also meets these minimum requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. These improvements were not made to 2331 S Butler Spaeth Rd before platting, and the lot does not currently have water and sewer services installed. If the two properties are allowed to be combined, then what is now 2331 S Butler Spaeth Rd would be served by the existing water and sewer services for 1490 Country Club Rd, removing the nonconformity with the City Subdivision Regulations.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Shaun Flynn, resident of Country Club Estates, was present and said his main concern was public safety if a building – such as a garage or shop – were to be built on the property it would diminish visibility at the intersection of Butler Spaeth Road and Country Club Road, as there has been a fatality at the intersection in the past. Mr. Flynn said also in the winter it would make an impact on safety with the hill going up Butler Spaeth Road towards Country Club Road. Mr. Flynn said there was a fence that was located on the property that was a noise deterrent for Mr. Flynn's property, but part of the fence has been removed and the noise increase has been significantly increased according to him, along with garbage coming onto his property and he wanted to ask for the fence to be put back up. Chair Hottell said that it was a private fence, and the Planning Commission would only be voting on if the property lot line could be removed at this meeting.

Mr. Flynn asked if the applicant had already purchased the lots that were proposed to have the lot line removed, and Meredith Duvall said the property was either already purchased or was under contract. Mr. Flynn said he would have wanted to buy part of the property, but it was not highly advertised when the property was for sale. Mr. Flynn said the property owner has already started to park vehicles on the property and he feels this will become a problem. Mr. Flynn asked if the property owner could subdivide the lot on the future, and Ms. Stefanick said if the zoning were to stay R-S the area would need to be a minimum of ½ acre with a width of 125 feet for a front setback then a subdivision of the property could happen. Mr. Flynn said if that were to happen then part of the lot could then be resold and a building could then go behind his house and he did not want that. Ms. Stefanick said an owner of the property could have built on that lot at any time, it just had not been utilized or developed up to this time. Ms. Stefanick explained with building anything on the property site triangles would have to be applied and a building would not be able to impede on the site triangle.

Mr. Flynn said he was concerned about an alley that was behind the property owner's house that was connected to Mr. Flynn's house, as there was a concern by Mr. Flynn

that the property owner could close off the alley, blocking access to his house. Ms. Stefanick said the alley was a public access easement and the property owner would not be able to close off the alley, as it will continue to be on the recorded plat.

Christopher Flynn, Shaun Flynn's son and resident of Country Club Estates, was present and said his concern was the property owner's removal of his fence and creating road noise that wasn't there before the fence removal. Chair Hottell said since it was a privately-owned fence, the property owner has the right to remove it, and the Planning Commission would only be voting on the lot line removal at the meeting. Ms. Duvall stated that the fence was private property, and the property owner could remove it or choose to replace what had been taken down. Ms. Duvall advised Mr. Flynn that they also could obtain a fence permit from the City Planning Division and put one up on their property. Mr. Flynn said his concern also was any potential of an obstruction being built on the property because of the hill coming up Butler Spaeth Road to County Club Road, as there had already been a fatality at that location in the past. Ms. Duvall said any building would have to be outside of the site triangle as well as any setbacks to the property would have to be followed. Any building would also have to be permitted by the city, and all the site triangles and setbacks would be reviewed at that time. Ms. Duvall said even if the lot line were not removed, a building could be built on the property at any time, but all the setbacks and site triangles would need to be observed.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0/1.

Case No. PL2025-0032 – MINOR SUBDIVISION – 4201 Tepee

The owners, Susan Saunders and Rebecca Mast, propose to combine one existing lot (Lot 17) with one-half lot (southern one-half of Lot 18) to reflect the way the properties were sold and are currently being utilized.

Sunburst subdivision was originally platted in 1962, before that area's annexation to the city that occurred in 1984. After platting, 10 of the properties on Block 2 of Sunburst Subdivision were purchased as one- and one-half lots. These properties were later built on and utilized as one lot. These properties are now non-conforming as current zoning regulations do not allow structures to be built over lot lines. The proposed subdivision will remove the nonconformity from the property known as 4201 Tepee St.

As the proposed subdivision only includes the property owned by 4201 Tepee St, the subdivision will result in the northern half of Lot 18 being left over and not absorbed into an existing lot at this time. The northern half of Lot 18 is owned by the adjacent property owners to the north, located at 4111 Tepee St; at this time the property owners have no interest in combining their lots.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Danny Engdahl and Kathleen Doege, owners of the adjoining property at 4111 Tepee St., were present and asked if their adjoining property line would also be removed with this case. Ms. Stefanick said a Minor Subdivision application would be needed to remove any of their lot lines. Mr. Engdahl asked if he was to sell his property if the lot line would be an issue for future buyers. Ms. Stefanick said for Mr. Engdahl's property, the buildings currently built over the lot line were built when the city allowed it in the past, therefore they are legal non-conforming buildings and still allowed and can be utilized as is. However, any additions that would be put in now would have to meet current city standards. Vice-Chair Cone stated the Title Company may have issues

with the way the lots are now, and Ms. Stefanick said that it would be on the civil side of their property sale. Ms. Doege asked why their lot was 1-1/2 lot size, and Ms. Stefanick said there were 10 lots that were sold as 1-1/2 lot pieces when the subdivision was platted in 1962.

Cevin Imus, agent for the case, was present and said he wanted to clarify that if the neighboring property owner wanted to add an addition onto their property that the Planning Division would require for their 1-1/2 lots to be combined prior to that, so now would be time to do the lot line removal process. Ms. Duvall and Ms. Stefanick provided the contact information for the Planning Division should the adjoining property owners want to pursue removing the lot line from their property.

There being no further comments or questions, Vice-Chair Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

Case No. PL2025-0033 – MINOR SUBDIVISION – 4001 E Collins Rd

Commissioner Lance Walker excused himself from consideration from this matter due to a conflict. The owners, Matthew & Laurie Walker, propose to subdivide an existing developed 2.22-acre parcel into two individual lots. Lot 1 is proposed to be 1.48 acres and will contain the northern building. Lot 2 is proposed to be 0.73 acres and will contain the southern building.

The property located at 4001 E Collins Rd is zoned I-2, Heavy Industrial District. There is no minimum lot size or width in an I-2 District. Both proposed properties are served by existing utilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the September 9, 2025, and September 23, 2025, meetings would be canceled.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	PL2025-0029
	)	ZONING MAP AMENDMENT
	)	1000 CAMEL DRIVE AND 1500 S BUTLER SPAETH ROAD
	)	CITY OF GILLETTE ZONING ORDINANCE
PETITIONER	)	CAMPBELL COUNTY SCHOOL DISTRICT

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on August 26, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Campbell County School District, represented by Craig Shavlik of KL&A, Inc. Petitioner seeks to change the zoning district of 1000 Calem Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to C-O, Office and Institution District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Matthew Nelson, and Lance Walker were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. The Commission, having heard the statements and evidence presented by the Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for 1000 Camel Drive and 1500 S Butler Spaeth Road.

3. Case Manager established that the current Zoning Ordinance requires all proposed amendments to the Zoning Ordinance through Map Amendment Procedures, as required by Section 1.e., of the Code, to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to C-O, Office and Institution District.

5. Notice of the hearing date and times were published in the local newspaper of record, as required by W.S.15-1-602.

6. At the hearing, the Case Manger demonstrated the proposed district change will not adversely affect the character of neighborhood.

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 1000 Camel Drive and 1500 S Butler Spaeth Road.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as 1000 Camel Drive currently contains spit zoning on the single parcel. Furthermore, it will provide more opportunities for the property owner to have site flexibility, which recognizes changing conditions within the city, specifically for general welfare.

CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

The Board must hear taxpayers' complaints and hold hearings after proper notice.

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound

development and maintaining stable land use patterns. "Any person, corporation, or the City may initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare."

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services Department, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 1.e(1) of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 1.e(1) of the Code.

8. The Board was presented with the Petitioner's Map Amendment.

9. The Board was unanimous in their vote to approve the Petitioner's Map Amendment to amend the Zoning District Map for 1000 Camel Drive and 1500 S Butler Spaeth Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to C-O, Office and Institution District based on both correcting an obvious error in the Zoning Map and changing conditions in the City. The Commission forwards the case to the City of Gillette City Council for a

second public hearing and final vote.

NOTICE

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or attend the City Council public hearing on the matter. Such written appeal must be filed no later than 4pm on the day of the City Council public hearing.

DATED THIS 29th **day of August, 2025.**

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST:
Meredith Duvall, City Planning Manager

CITY OF GILLETTE
CITY COUNCIL

DATE: **September 2, 2025**

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Meeting Safety & Public Meeting Rules

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
  - State their name
  - State their physical address
  - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.

P.O. BOX 3003 • GILLETTE, WY 82717-3003