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

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. **Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life Church.**

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

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

1. **Regular Meeting - April 15, 2025**
   Special Meeting - April 29, 2025
   Executive Session - April 29, 2025

2. **<u>ORDINANCE 2ND READING</u>**
   Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

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

3. **Bills and Claims**

   Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. **Council Member Gross - $35.00**

   Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. Things to Know Video for May, 2025

Staff Reference: Jennifer Toscana, Public Affairs Director

2. A Proclamation Designating May 2025 as *Mental Health Awareness Month.*
~ Ashley McRae, Campbell County Prevention Council

Staff Reference: Michael H. Cole, City Administrator

3. A Proclamation Designating May 2025 as *Supervised Visitation Awareness Month*.
~ Visitation & Advocacy Center

Staff Reference: Michael H. Cole, City Administrator

4. A Proclamation Designating May 6-12, 2025 as *Nurses Week.*
~ Wyoming Nurses Association

Staff Reference: Michael H. Cole, City Administrator

5. A Proclamation Designating May 2025 as *National Historic Preservation Month*.
~ Gillette Historic Preservation Commission

Staff Reference: Michael H. Cole, City Administrator

6. Charter Franchise Negotiation Update

Staff Reference: Sean Brown, City Attorney

7. TNR Presentation

Staff Reference: Chuck Deaton, Chief of Police

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

2. Council Consideration of a Special Event Permit on June 21, 2025 for a Donkey Creek Music & Arts Festival on Warren Avenue between 1st and 2nd Street from 7:00 a.m. to

11:59 p.m., this event will include an Open Container Permit, Requested by Big Lost Meadery.

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

3. **Council Consideration of a Special Event Permit on June 28, 2025 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

4. **Council Consideration of a Bid Award for the Fox Park Monitoring Building Project to Hladky Construction, Inc., in the Amount of $411,120.27 (1% Project).**

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

5. **Council Consideration of a Bid Award for the 2025 Large Patch Project to S&S Builders, LLC, in the Amount of $59,595.00 (1% Project).**

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

6. **Council Consideration of a Bid Award in the Amount of $249,755.00 for the City Hall IT Telecom AC Replacement Project to Powder River Heating & Air Conditioning Inc.**

   Staff Reference: Sawley Wilde, Public Works Director

7. **Council Consideration of a Bid Award in the Amount of $243,760.00 for the Heated Vehicle Storage Roof Restoration Project to Raisley Painting.**

   Staff Reference: Sawley Wilde, Public Works Director

8. **Council Consideration for the Acceptance of Bid to Floyd's Truck Center, Gillette, Wyoming in the amount of $499,265.20 for their bid on one (1) new Autocar Cab & Cassis with one (1) new McNeilus Automated Refuse Compactor Body.**

   Staff Reference: Sawley Wilde, Public Works Director

9. **Council Consideration for the Acceptance of Public Improvements for the 2024 Concrete Pothole Repair Phase 2 Project, Installed by S&S Builders, LLC, in the Amount of $235,220.00 (1% Project).**

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

10. **Council Consideration of Amendment No. 1 for Additional Construction Management Services for the Cam-Plex Lift Station with HDR Engineering, Inc., in the Amount of $94,095.00 (1% Project).**

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

11. **Council Consideration of Amendment No. 1 for Construction Management services for the Force Road Mill and Overlay project with WWC Engineering, in the Amount of $56,200.00 (1% Project).**

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

12. **Council Consideration of Amendment No. 1 for Construction Management Services for the RC Ranch Mill and Overlay Project with PCA Engineering, in the Amount of $78,327.00 (1% Project).**

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

13. **Council Consideration of Amendment No. 1 for the Project Agreement for the City of Gillette Pool Renovation to Extend the Project Completion Date to January 31, 2026, for Land and Water Conservation Funds, with the State of Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails and the City of Gillette, Wyoming.**

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

14. **Council Consideration to Authorize the Mayor to Sign the Amendment Document to Amend the Wire Line Crossing Permit Agreement with Burlington Northern Santa Fe (BNSF) Railway Company.**

    Staff Reference: Joff Pilon, P.E., Utilities Director

15. **Council Consideration of a Professional Services Agreement for the Design, Bidding, Construction Management and Contract Administration Services Associated with the Antelope Valley Playground Renovations Project, with Steiner Thuesen PLLC, in the Amount of $109,528.60 (1% Project).**

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

16. **Appointment of an Official Voting Delegate and Alternate Delegate for the 2025 WAM Summer Convention.**

    Staff Reference: Michael H. Cole, City Administrator

17. **<u>ORDINANCE 1ST READING</u>**
    An Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

    Staff Reference: Sean A. Brown, City Attorney.

18. **<u>ORDINANCE 1ST READING</u>**
    An Ordinance to Amend Chapter 10, Sections 10-, 10-4, 10-5, and 10-7 of the Gillette City Code.

    Staff Reference: Sean A. Brown, City Attorney.

J. PUBLIC HEARINGS AND CONSIDERATIONS

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: **May 6, 2025**

TITLE:

Regular Meeting - April 15, 2025
Special Meeting - April 29, 2025
Executive Session - April 29, 2025

ATTACHMENTS:
04/15/2025 Regular Meeting Minutes
04/29/2025 Special Meeting (CIP Budget #1) Minutes

A regular meeting of the City Council was held on Tuesday the 15th day of April 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, Toscana, Wasson, and Wilde; Managers Duvall and Richert; City Arborist Clements; City Planner Stefanick; City Clerk Allen and Deputy City Clerk Clymer.

Invocation and Pledge of Allegiance
The Invocation and Pledge of Allegiance was led by Pastor Marty Crump of Family Life Church.

Approval of General Agenda
Councilmember Gross made a motion to approve the General Agenda; seconded by councilmember West. All members voted aye. The motion carried.

Approval of Consent Agenda
Minutes
Regular Meeting Minutes – April 1, 2025
Special Meeting Minutes – April 8, 2025

Bills and Claims
3NB LLC, 11,245.00; Absolute Auto, LLC, 53.95; Advanced Communications Technology, 5,654.93; Agosto Holdings, LLC, 3,523.62; Air Tech Inc, 619.50; Alsco, 1,068.92; American Welding & Gas Inc, 39.52; Anixter Power Solutions, 1,793.48; Antelope Valley Improvement & Service District, 7.50; April Shippy, 40.00; Arrow Printing and Graphics Inc, 104.25; Atlas Office Products, 1,967.65; Baker Hughes, A Ge Company, LLC, 6,664.95; Balco Uniform Co., Inc, 161.96; Barco Municipal Products, Inc, 208.25; Best Best & Krieger LLP, 4,609.00; Bighorn Hydraulics Inc, 542.62; Bighorn Mountain Electric LLC, 2,884.63; BJ Nelson/Nelson Auto Glass, 485.00; Black Cat Construction LLC, 9,880.00; Black Hills Energy, 35,632.73; Black Hills Power & Light, 339,527.92;Black Hills Power & Light, 211,417.17; Black Hills Power & Light, 431,100.28; Black Hills Power & Light, 247,194.63; Black Hills Wyoming LLC, 246,418.48; Black Hills Wyoming LLC, 352,200.26; Black Hills Wyoming LLC, 4,505.36; Blakeman Propane Inc, 1,929.85;Blue Cross Blue Shield of Wyoming, 102,769.69;Blue Cross Blue Shield of Wyoming, 126,515.37; Bomgaars Supply, 114.46; Border States Electric, 188.44; Brennan Engineering Inc, 2,638.65; Brian Noseguard, 7,456.85; Brooke Cox, 10.00; Buster Inc, 3,340.00; Campbell County Chamber of Commerce, 6,750.00; Campbell County Joint Powers Fire Board, 110,874.47; Campbell County Landfill, 77,261.25; Campbell County Public Land Board Cam-Plex, 403,789.92; Campbell County Sheriff, 14,225.00; Campbell County Treasurer, 162,539.56; Car-Knack Inc, 500.00; CBH Co-Op, 251.99; Central Truck & Diesel Inc, 882.14; CenturyLink, 2,947.20; Charter Media, 1,099.00; City Clerk Office, 6,963.84; Collins Communications Inc, 168.40; Colter Merrell, 747.00; Consolidated Engineers Inc, 7,544.25; Convergeone Inc, 1,005.72; Core & Main, 15,715.03; Cps Distributors, 326,799.75; Crestview Improvement & Service District, 7.50; Crum Electric Supply Company, 2,031.18; Cues Inc, 4,213.10; Daggett Control Company, LLC, 1,858.45; David Harrison Holmes, 500.00; David Jones, 9,044.30; Department Of Energy, 55,364.82; Dessa Gydesen, 1,200.00; Dooley Oil, Inc, 4,609.17; Dowl LLC, 1,545.90; DRM Inc, 700,418.34; Dykman Electrical Inc, 683.97; Earnest Products Inc, 1,282.39; Edi Mendoza, 88,605.00; Employment Testing Center of Wyoming, 350.00; Employment Testing Services Inc, 1,385.00; Energy Laboratories Inc, 351.00; Energy Share of Wyoming, 12.41; Entenmann Rovin Company, 747.40; Extreme Precision Industrial Contractors, LLC, 17,949.00; Ferguson Enterprises, Inc #1116, 1,652.00; First American Title, 150.00; First National Bank of Gillette, 36,878.53; First Northern Bank of Wyoming, 37,961.42; Foxcroft Equipment and Service Co., 5,489.33; Frandson Safety Inc, 210.00; Furniture Leisure Inc, 4,780.00; G And G Landscaping Inc, 62,510.00; Galls, An Aramark Company, 400.00; Garratt Callahan Company, 730.00; Gayle Nannemann, 1,000.00; Gillette Contractors Supply Inc, 13,761.41; Gillette Steel Center, 275.00; Global Payments Inc, 583.33; Grainger Industrial, 5,515.25; Gray Matter Systems, LLC, 8,700.00; Hawkins Inc, 17,211.80; HD Supply Inc, 54.44; HDR Engineering Inc, 175,111.20; HealthEquity, Inc., 884.88; HealthEquity, Inc., 3,808.26; HealthEquity, Inc., 2,034.73; HealthEquity, Inc., 884.88; HealthEquity, Inc., 227.50; Hladky Construction, 558,502.08; Homax Oil, 1,510.50; Home Fire Foods, 135.00; Hot Iron, 502,429.94; Hotline Electrical, 20,059.20; Hughes Fire Equipment, Inc., 2,174.50; Interstate Engineering, Inc, 5,138.75; Jack's Truck Center Inc, 1,480.81; Jason Marcus, 500.00; Joe Johnson Equipment, LLC, 187.16; Ken Garff Cheyenne, 50,305.00; Kreative Enterprises LLC, 125.50; Lawson Products, Inc., 920.53; Long's Plumbing & Heating Inc, 10,090.00; Mad Plumbing Services, 1,242.50; Matt Walker Dba Prld, 15,283.30; MCM General Contractors, 110,587.73; Midland Implement Co Inc, 1,134.41; Morrison Maierle Inc, 21,920.75; Mountain Peaks Diagnostics LLC, 145.75; National Testing Network, Inc, 65.00; Nearmap Us, Inc, 11,118.00; Newman

Signs Inc, 3,523.83; Norco Inc, 4,698.61; Online Information Services Inc, 575.04; Paintbrush Sewer & Drain, 1,029.45 Partsone LLC, 1,173.32; PCA Engineering Inc, 19,659.99; Postal Pros Southwest Inc, 8,160.39; Powder River Construction, 100,932.43; Powder River Energy Corporation, 5,250.00; Powder River Heating & Conditioning Corporation, 71,281.32;Proelectric Inc, 1,188.21; Railroad Management Co LLC, 4,813.56; Red Tiger Well Service, 1,800.00; RKE Bulk, LLC, 2,720.05; Rms Instrument & Electrical, LLC, 15,348.48; Royal B. Investments LLC, 2,746.60; RSA Security LLC, 12,960.00; Rve, Inc, 5,099.50; S & S Builders, 42,401.55; Security State Bank, 26,443.68; Seth Marby, 450.00; Shelle Archer, 100.00; Simon Contractors, 1,640.90; Sioux Falls Children's Home Society, 450.00; Smarsh Inc., 10,948.62; Source Office Products, 581.71; Southern Computer Warehouse, 1,909.81; Spencer Fluid Power, 45.13; State Of Wyoming Office of The Attorney General, 10.00; Stuart C. Irby Co, 2,431.92; Ten Point Sales & Marketing LLC, 2,946.61; Terry Sjolin, 850.00; The Lc Group, LLC, 2,432.00; TMMI, LLC, 2,768.10; Torgerson's, LLC, 128.95; Tw Enterprises Inc, 914.50; United Central Industrial Supply Co, 503.11; Verdunity, 5,909.50; Verizon Wireless, 10,545.94; Visionary Communications, 1,092.96; Waste Connections of Wyoming, 461.48; Western Services LLC, 5,250.00; Western Stationers, 3,066.29; WWC Engineering, 5,057.40; Wyodak Resources Development Corp, 88,009.50; Wyodak Resources Development Corp, 45,396.56; Wyoming Center For Clinical Excellence, 1,900.00; Wyoming Conference Municipal Courts, 150.00; Wyoming Department of Agriculture, 1,080.00; Wyoming Machinery Co, 1,019.64; Wyoming State Revenue and Tax, 138,584.30; Wyoming Water Assoc, 600.00

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

Approval of Conflict Claims

Councilmember Gross made a motion to approve conflict claims to Mayor Lundvall in the amount of $44,573.00; seconded by councilmember West. Administrator Cole explained the purpose of the conflict claim. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Liaison Reports

Councilmember Carsrud attended the Fire Board meeting, where the primary topic of discussion was the upcoming budget. The board is working on finalizing the budget and aims to have it ready for review and approval in the near future.

Councilmember McLeland stated that he attended the Joint Powers Board meeting, noting that the meeting went well. McLeland added that the Fire Department budgeted for two additional floater positions.

Councilmember Gross shared that she attended the Campbell County Land Board meeting, stating that they signed the Memorandum of Understanding between the City of Gillette, Campbell County, and the Campbell County Public Land Board regarding certain high priority capital maintenance items.

Written Comment

City Clerk Allen reported that the City Clerk's Office received a written comment from Sharon Stolberg with concerns regarding the City's proposed Comprehensive Plan.

Proclamations

Pastor Marty Crump of Family Life Church informed council that there will be a National Day of Prayer event at the Lasting Legacy Park on May 1, 2025, beginning at noon. Mayor Lundvall proclaimed May 1, 2025, as National Day of Prayer.

Wendy Clements, City Arborist, invited the council to Pronghorn Elementary School on April 28, 2025, at 1:00 p.m. to help plant a tree. Mayor Lundvall proclaimed Monday, April 28, 2025, as the City of Gillette's official Arbor Day.

Public Hearings and Considerations

Kevin Shepherd, Verdunity Inc. Founder/CEO, and Katherine Linares, Verdunity Inc. Planner, delivered a strategic overview of the Comprehensive Plan, outlining the process and key findings from public engagement (both virtual and in-person), to workshops, surveys, and community-driven priorities as well as highlighting growth scenarios, senior living considerations, and a framework of recommended actions all within a structure designed for forward momentum to create a successful and thriving community. Councilmembers Clary, West, Gross, McLeland, and Smith expressed their support for the Comprehensive Plan.

Mayor Lundvall opened a public hearing to Consider a Resolution to Accept the City of Gillette Comprehensive Plan. A total of 11 community members voiced their support. Those in favor included Christy Gerrits, Sheri England, Tricia Simonson, Vicki Swenson, David King, Shaun Hottell, Mikel Scott, Heidi Kennedy, Colin Vesper, John Ford, and Billy Montgomery. In contrast, 16 community members spoke in opposition to the plan. Those opposed included Sharon Stolberg, Rolf Arands, Caleb Olson, Ben Decker, Vaughn Keoshkerian, Katherine Poynter, Susan Clary, Eugene Enriquez, Karyl Meyer, Jeanene Groves, Pat Collins, Vicky Black, Troy McKeown, John Black, Sherry Martin, and Debby Schillinger. Mayor Lundvall then closed the public hearing.

RESOLUTION NO. 2903
A RESOLUTION TO ACCEPT THE CITY OF GILLETTE COMPREHENSIVE PLAN
(PLANNING COMMISSION VOTE: 4/1)

Councilmember Smith made a motion to postpone the foregoing Resolution for 1 year; seconded by Councilmember Clary. Councilmembers Smith and Clary voted aye. Councilmembers McLeland, Gross, Carsrud, West, and Mayor Lundvall voted nay. The motion to postpone failed. Councilmember Carsrud made a motion to approve the foregoing Resolution; seconded by councilmember Gross. Councilmember Clary expressed appreciation to the citizens that shared their opinions. Councilmembers West, Gross, McLeland, and Mayor Lundvall reiterated their favor for the Comprehensive Plan. Council President Carsrud raised concerns about the sustainability of the city's water infrastructure. In response, Fire Marshal Burnham stated that as the city continues to expand, the Campbell County Fire Department encourages the city to continue to evaluate water services but assured that there is an adequate water supply in Gillette to combat fires. Council members Smith, McLeland, Gross, Carsrud, West, and Mayor Lundvall voted aye. Councilmember Clary voted nay. The motion carried.

Mayor Lundvall opened a public hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit. Hearing no comments, the mayor closed the public hearing.

ORDINANCE NO. 4060
AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR TRACT G, PRONGHORN RANCH PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.
(PLANNING COMMISSION VOTE: 5/0)

Council President Carsrud made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember West. Administrator Cole explained the consideration. All voted aye. The motion carried.

Mayor Lundvall called for a short recess at 8:24 p.m. The meeting was reconvened at 8:33 p.m.

New Business

Minute Action

Councilmember Gross made a motion to approve Amendment No. 1 for the Project Agreement for the Gillette Regional Water Supply Project Phase V to Extend the Project Completion Date to July 1, 2027, with the State of Wyoming Water Development Commission; seconded by councilmember West. Administrator Cole explained the consideration as well as the next two items. All voted aye. The motion carried.

Councilmember West made a motion to approve Amendment No. 2 for the Project Agreement for the Gillette Regional Water Supply Project Phase IV to Extend the Project Completion Date to July 1, 2026, with the State of Wyoming Water Development Commission (WWDC); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Amendment No. 4 for the Project Agreement for the Gillette Regional Water Supply Project Phase III to Extend the Project Completion Date to July 1, 2026, with the State of Wyoming Water Development Commission (WWDC); seconded by councilmember Clary. All voted aye. The motion carried.

RESOLUTION NO. 2904
A RESOLUTION APPROVING AND AUTHORIZING THE KHAN SUBDIVISION TO BE KNOWN AS LOTS 1, 2, & 3 OF THE KHAN SUBDIVISION; TO THE CITY OF GILLETTE,

WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Councilmember West made a motion to approve the foregoing Resolution; seconded by councilmember Clary. Administrator Cole explained the consideration. All voted aye. The motion carried.

RESOLUTION NO. 2905
A RESOLUTION APPROVING AND AUTHORIZING THE LULA BELLE'S SUBDIVISION TO BE KNOWN AS LOTS 1 & 2 OF LULA BELLE'S SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Councilmember Gross made a motion to approve the foregoing Resolution; seconded by councilmember Clary. Administrator Cole explained the consideration. All voted aye. The motion carried.

Presentations

Agency Funding Request Presentations

The following agencies gave brief presentations to Council to justify new or increased funding requests for FY2025-26:

~ Campbell County Recreation Foundation - Joe Zabel, Secretary and Clay Cundy, Member
~ Council of Community Services - Mikel Scott, Executive Director
~ Gillette Abuse Refuge Foundation - Tatyana Walker, Executive Director
~ Boys & Girls Club of Campbell County - Danna Burchess, Treasurer
~ Personal Frontiers, Inc. - Kay Guire, Executive Director and Nicole Gillespie, President
~ CLIMB Wyoming - Dane Joslyn, Program Director
~ Second Chance Ministries - Jeannie Miller, Executive Director
~ VOA Northern Rockies – Essie McCall, Vice President of Behavioral Health, and Richard Burton, Senior Vice President of Operations
~ Campbell County Adult Treatment Courts – Chad Beeman, Director
~ Happy Girls Don't Do That – MaLinda Perry, Executive Director and Jim Hastings, President
~ Ride & Shine Equine Assisted Therapy – Jamie Hendryx, Director and Michael Frith, Member

City Councilmembers asked clarifying questions to the presenters to assist with budgeting decisions and thanked them for their time and efforts.

Administrator's Report

Administrator Cole thanked Director Toscana and the Public Affairs Department for creating the 2024 Annual Report and stated that a budget meeting for FY2025-2026 Capital Improvement Project requests will be held on April 29th.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 9:53 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, May 6, 2025, in the City Hall Council Chambers.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: April 22, 2025

Council Proceedings April 29, 2025 5:30 p.m. dinner
6:00 p.m. meeting

A Special Meeting of the City Council was held on Tuesday the 29th day of April 2025, at City Hall in the 2nd Floor Community Room.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Police Chief Deaton, Directors Henderson, Muzzarelli, Pilon, Wasson, and Wilde; Managers Olson, Richert, Jones, Olson, Porter, and Price; Electrical Services Superintendent Wolf; and City Clerk Allen.

The Mayor and Council partook in a pre-meeting meal at 5:30 p.m., during which no City business was discussed. Mayor Lundvall called the meeting to order at 6:00 p.m.

Warm Up Items
Councilwoman Gross reported that she attended an Economic Development Workshop last week, where a consultant was hired to discuss how to increase economic development. Gross stated that it was a good workshop.

Review FY26 Capital Improvement Budget Items
General Fund CIP Items, Enterprise Fund CIP Items, and 1% Fund
Administrator Cole began the Capital Improvement Plan (CIP) review by outlining that it would be divided into four topics: General, Enterprise, 1% Funds, and Agency Funding Requests. He noted that CIP requests involve projects costing over $5,000 and highlighted changes compared to the previous fiscal year. The total capital request for FY2025-26 is approximately $41.7 million, approximately $100,000 more than last year. Finance Director Henderson and Administrator Cole led the review, with department heads and managers presenting and justifying their proposed capital projects as needed.

Mayor Lundvall recessed the meeting at 7:41 p.m., and it resumed at 7:50 p.m.

During Manager Olson's presentation regarding bridges, the Mayor and Council discussed 3 Gurley Overpass reconstruction options: in-kind deck and railing replacement, re-decking with widening for sidewalk and select substructure repairs, or a full bridge replacement. Staff recommended hiring an engineering consultant via an RFP to evaluate the options, and the Council agreed to move forward with this approach. City staff then proceeded with CIP presentations and discussion.

Agency Funding Requests
Administrator Cole reviewed staff recommendations for funding requests from outside and social service agencies, some of which were previously presented at the April 15th City Council meeting. He sought guidance from the mayor and council on the recommended funding amount to include in the upcoming FY26 budget hearings starting in June. This would involve increasing the 1% Fund allocation from 5%, as outlined in Resolution 2356, to 5.5%. Cole also informed the Council of a $60,000 funding request from the Campbell County Senior Center for the Senior Nutrition Program and presented options for funding it through a current or future budget amendment. It was agreed that a Resolution would be prepared for the May 20th regular council meeting. If approved, the funding recommendations will be included in the City's proposed FY26 budget.

Executive Session
Councilmember Gross made a motion to enter Executive Session for Potential Litigation pursuant to W.S. 16-4-405(a)(iii), Real Estate pursuant to W.S. 16-4-405(a)(vii), and Legal Advice pursuant to W.S. 16-4-405(a)(ix); seconded by councilmember West. Council members Carsrud, West, McLeland, Clary, Gross, and Mayor Lundvall voted aye. Councilman Smith voted nay. The motion carried.

Adjournment
There being no further business to come before the Council, the meeting was adjourned at 10:35 p.m.

(S E A L)
ATTEST:

_____ _____
Alicia Allen, City Clerk Shay Lundvall, Mayor
Publication Date: May 6, 2025

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

ORDINANCE 2ND READING
Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential 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 Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit.

PROJECT NUMBER:

PL2025-0003 , Map Amendment, 2701 W Lakeway Road

CASE BACKGROUND:

1ST READING COUNCIL VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District.

The proposed rezone area is approximately 24.36 acres. The minimum district size for an R-4 zoning district is 4 acres. This rezone does meet the minimum district requirements. Furthermore, the adjacent two lots to the west is zoned R-4 with an acreage total of 11.19 acres.

The property is currently vacant and has no structures on it. The property does have access to city water and electrical running within the W Lakeway Road right-of-way; while wastewater access is not located in the adjacent Lakeway right-of-way, it is available to the parcel from either the east or west

of the property.

The surrounding Zoning Districts are:
North – C-1, General Commercial District
East – R-1, Single Family Residential
South – R-S, Suburban Residential District; Ag, Agricultural District
West –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.

In this case, Staff recognizes both a) and b) as valid reasons for a rezone. The owner stated that they are requesting to rezone because there is a lack of available land available for multi-family housing, which applied to b), recognizing changing conditions within the city, specifically for general welfare. Moreover, the parcel 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).

This case was approved by the Planning Commission during their April 8, 2025, meeting with a vote of 5/0.

STAFF RECOMMENDATION:

Staff recommends approval

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Ordinance
Vicinity MAP
Current Zoning
Planning Requirements
April 8, 2025 Planning Commission Minutes
Finding of Facts

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR TRACT G OF PRONGHORN RANCH PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT TO R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, is hereby amended from R-1, Single Family Residential District and R-2, Two-Family District, to R-4, Multi-Family Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Shay Lundvall, Mayor

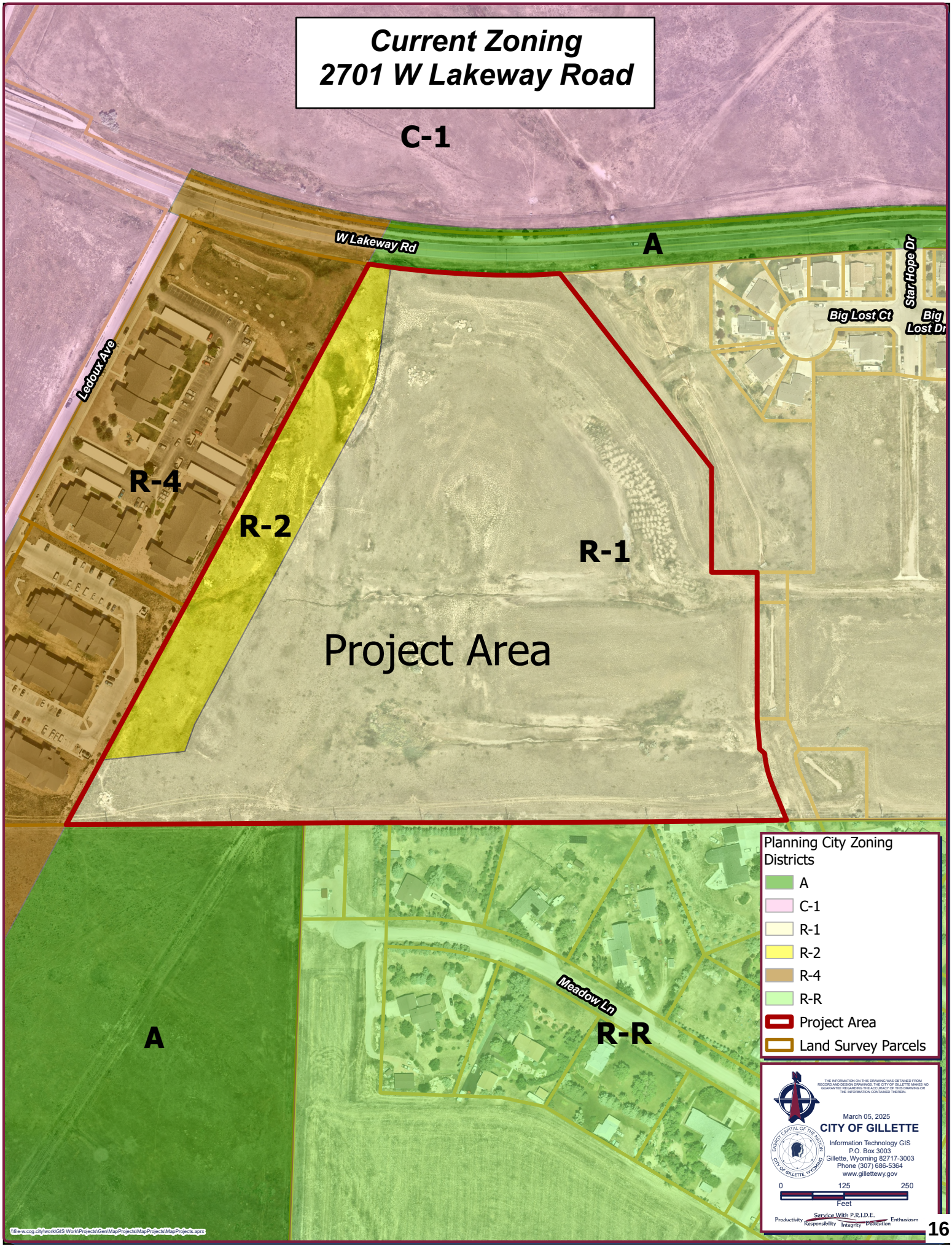
(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:


Vicinity Map
2701 W Lakeway Road
W Lakeway Rd
Ledoux Ave
Star Hope Dr
Big Lost Ct
Big Lost Dr
Project Area
Knollwood Dr
Meadow Ln
Project Area
Land Survey Parcels
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.
March 05, 2025
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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125
250
Feet
Productivity
Responsibility
Service With P.R.I.D.E.
Integrity
Dedication
Enthusiasm
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Current Zoning
2701 W Lakeway Road
C-1
W Lakeway Rd
A
Star Hope Dr
Big Lost Ct
Big Lost Dr
Ledoux Ave
R-4
R-2
R-1
Project Area
A
Meadow Ln
R-R
Planning City Zoning Districts
A
C-1
R-1
R-2
R-4
R-R
Project Area
Land Survey Parcels
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.
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Planning Requirements

PL2025-0003

Zoning Map Amendment | 2701 W Lakeway Road – Tract G, Pronghorn Ranch Subdivision Phase I

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ April 8, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Richard Cone, Ian Scott, and Jack Colson.

Commission Members Absent: Cristal Pratt, and Matthew Nelson.

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 Ian Scott to approve the meeting minutes of February 25, 2025. Ryan Conklin seconded the motion. Motion carried 5/0.

Case No. PL2025-0003 ZONING MAP AMENDMENT 2701 W Lakeway Rd

The applicant seeks to amend the Zoning Map to rezone 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District.

The proposed rezone area is approximately 24.36 acres. The minimum district size for an R-4 zoning district is four acres. This rezone does meet the minimum district requirements.

The property is currently vacant with no structures on it. The property does have access to city water and electrical running within the W Lakeway Road right-of-way; while wastewater access is not located in the adjacent Lakeway right-of-way, it is available to the parcel from either the east or west of the property.

The parcel 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).

Chair Hottell asked if there were any comments or questions for staff.

Dale Britton, who lives on Meadow Lane just south of the proposed rezoning, was present and stated he was sent a map of the lot plotted out and was told the property would always be single-family homes. Mr. Britton said he wouldn't be opposed to large buildings like apartments if they were built closer to Lakeway Road. Mr. Britton said if any large buildings were built close to his property, however, he would be just boxed in. Mr. Britton said the owners have not been good neighbors with moving dirt and causing sand coverage on cars and into their home. The neighboring landowners also have let tumbleweeds grow on the property that end up accumulating onto his property as high as their buildings, he said. Mr. Britton said he would like to see the lot not be zoned to allow apartments.

There being no further comments or questions, Ryan Conklin made a motion to approve the case, and Jack Colson seconded. The Motion carried 5/0.

OLD BUSINESS — None.

NEW BUSINESS — Meredith Duvall said there will be a meeting on April 14, 2025, for the Comprehensive Plan. The next regular meeting will be May 13, 2025.

ADJOURNMENT — The meeting was adjourned at 6:14 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2025-0003**
	)	**ZONING MAP AMENDMENT**
	)	**2701 W LAKEWAY ROAD**
	)	**CITY OF GILLETTE ZONING ORDINANCE**
PETITIONER	)	**THOMAS CIVIN**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on April 8, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Thomas Civin. Petitioner seeks to change the zoning district of 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Ryan Conklin, Richard Cone, Ian Scott, and Jack Colson were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Thomas Civin, representing himself, was present through the phone. The Commission, having heard the statements and evidence presented by the Petitioner/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 2701 W Lakeway 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 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential 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 2701 W Lakeway Road.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as 2701 W Lakeway currently contains spit zoning on the single parcel. Furthermore, it will provide more opportunities for multi-family housing, 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 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential 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 _____ day of _____, 2025.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 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
Wire Transfers
UMB Bank

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
188927	OS INVENTORY	723.28
188928	OS INVENTORY	253.18
188929	OS INVENTORY	48.52
188930	OS INVENTORY	1,056.54
188931	OS INVENTORY	1,243.13
	VENDOR TOTAL:	**3,324.65**
2594-BOMGAARS SUPPLY		
188934	CUSTODIAL INVENTORY	439.50
	VENDOR TOTAL:	**439.50**
1511-NORCO INC		
188987	CUSTODIAL INVENTORY	1,239.68
188988	CUSTODIAL INVENTORY	416.10
188991	OFFICE SUPPLY INVENTORY	517.91
188992	OFFICE SUPPLY INVENTORY	856.92
188993	OFFICE SUPPLY INVENTORY	105.00
188995	OFFICE SUPPLY INVENTORY	157.50
	VENDOR TOTAL:	**3,293.11**
1804-SIMPSON'S PRINTING		
189008	OS INVENTORY	914.00
	VENDOR TOTAL:	**914.00**
2300-WESTERN STATIONERS		
189031	OFFICE SUPPLY INVENTORY	217.74
189032	OFFICE SUPPLY INVENTORY	184.00
189033	OFFICE SUPPLY INVENTORY	898.80
189034	OFFICE SUPPLY INVENTORY	596.00
189035	OFFICE SUPPLY INVENTORY	373.00
189036	OFFICE SUPPLY INVENTORY	1,006.50
189037	OFFICE SUPPLY INVENTORY	310.00
189038	OFFICE SUPPLY INVENTORY	58.32

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2300-WESTERN STATIONERS		
189039	OFFICE SUPPLY INVENTORY	270.80
189040	OFFICE SUPPLY INVENTORY	441.60
189041	OFFICE SUPPLY INVENTORY	556.49
189042	OFFICE SUPPLY INVENTORY	388.32
189043	OFFICE SUPPLY INVENTORY	17.75
189044	OFFICE SUPPLY INVENTORY	96.21
189045	OFFICE SUPPLY INVENTORY	489.80
	VENDOR TOTAL:	**5,905.33**
2627-WYOMING DIVISION VICTIM SERVICE		
188635	JANUARY-MARCH 2025 CRIME VICTIMS COMP SURCHARGE	250.00
	VENDOR TOTAL:	**250.00**
2435-WYOMING STATE		
188633	JANUARY-MARCH 2025 AUTOMATION FEES	9,069.60
188634	JANUARY-MARCH 2025 INDIGENT CIVIL LEGAL SRVE FEES	2,635.00
	VENDOR TOTAL:	**11,704.60**
	DIVISION TOTAL:	**25,831.19**
	DEPARTMENT TOTAL:	**25,831.19**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1748-THAT EMBROIDERY PLACE		
188647	SHIRTS/JACKET - J CLARY	296.00
	VENDOR TOTAL:	**296.00**
1882-THOMAS A FORD		
188717	CHILDREN'S GARDEN BRICK - BRONSON COLLINS	35.00
	VENDOR TOTAL:	**35.00**
	DIVISION TOTAL:	**331.00**
04-SPECIAL PROJECTS		
1077-ARCHITECTURAL SPECIALTIES LLC		
188652	DEAD BOLTS FOR POOL	302.30
188792	HARDWARE FOR DOOR STRIKE ON CONCESSIONS AREA	1,069.85
	VENDOR TOTAL:	**1,372.15**
1572-ARETE DESIGN GROUP		
188648	CITY HALL RENOVATION DESIGN	53,779.00
	VENDOR TOTAL:	**53,779.00**
1511-NORCO INC		
188653	EYE FLUSH FOR POOL	107.10
	VENDOR TOTAL:	**107.10**
	DIVISION TOTAL:	**55,258.25**
	DEPARTMENT TOTAL:	**55,589.25**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
2312-THOMSON WEST		
188621	SUBSCRIPTION	737.87
188622	SUBSCRIPTION	737.87
	VENDOR TOTAL:	**1,475.74**
	DIVISION TOTAL:	**1,475.74**
	DEPARTMENT TOTAL:	**1,475.74**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1801-SIGNBOSS LLC		
189006	HR * ART WORK * JADE	5,348.51
189007	HR - SIGNS *JADE	692.51
	VENDOR TOTAL:	**6,041.02**
4305-STERLING INFOSYSTEMS, INC		
188641	BACKGROUND CHECKS	909.36
	VENDOR TOTAL:	**909.36**
	DIVISION TOTAL:	**6,950.38**
21-SAFETY		
1748-THAT EMBROIDERY PLACE		
188638	SAFETY COAT - B CHARLES	128.00
188639	SAFETY COAT - J HOGAN	103.00
188640	SAFETY COAT - S FERGUSON	150.00
	VENDOR TOTAL:	**381.00**
	DIVISION TOTAL:	**381.00**
	DEPARTMENT TOTAL:	**7,331.38**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
4555-ATLAS OFFICE PRODUCTS		
188932	FINANCE * CHAIR * PATIENCE	399.99
	VENDOR TOTAL:	**399.99**
55555-MISC EMPLOYEE VENDOR		
188900	TRAVEL REIMBURSEMENT	170.10
	VENDOR TOTAL:	**170.10**
	DIVISION TOTAL:	**570.09**
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
188706	MARCH 205 COLLECTIONS	975.40
	VENDOR TOTAL:	**975.40**
3369-POSTAL PROS SOUTHWEST INC		
188642	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,091.53
188709	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,006.93
188791	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,492.91
	VENDOR TOTAL:	**6,591.37**
	DIVISION TOTAL:	**7,566.77**
34-INFORMATION TECHNOLOGY		
4556-CARAHSOFT TECHNOLOGY CORP.		
188815	OPENFLOWS WATER & SEWER	13,655.00
	VENDOR TOTAL:	**13,655.00**
1358-CENTURYLINK		
188767	LONG DISTANCE SERVICE	308.77
	VENDOR TOTAL:	**308.77**
2625-CHARTER MEDIA		
188813	INTERNET SERVICE	1,472.33
	VENDOR TOTAL:	**1,472.33**
5005-DRONESENSE INC.		
188816	DRONE SENSE SUBSCRIPTION	12,800.00
	VENDOR TOTAL:	**12,800.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
3976-GRANICUS LLC		
188646	PD INTRANET	13,107.50
188768	PD INTRANET INSTALLATION	1,350.00
	VENDOR TOTAL:	**14,457.50**
1821-IT OUTLET INC		
188980	REPLACEMENT UPS BATTERIES	20,722.00
	VENDOR TOTAL:	**20,722.00**
2222-VERIZON WIRELESS		
188643	AVL DATA	1,820.05
188814	CELLULAR SERVICE	10,862.72
	VENDOR TOTAL:	**12,682.77**
2406-XEROX CORPORATION		
188644	XEROX TRAINING	312.00
	VENDOR TOTAL:	**312.00**
	DIVISION TOTAL:	**76,410.37**
	DEPARTMENT TOTAL:	**84,547.23**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4357-ACTION LOCK & KEY LLC		
188808	SERVICE CALL	75.00
	VENDOR TOTAL:	**75.00**
1381-CITY OF GILLETTE		
188802	PETTY CASH REIMBURSEMENT 4/24/25	10.00
	VENDOR TOTAL:	**10.00**
5134-COURTNEY LORRAINE FULGINITI		
188809	DUI BLOOD DRAW	75.00
188810	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**150.00**
2597-CRAIG FURMAN		
188803	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
1916-GALLS INC		
188804	UNIFORMS	193.90
188805	UNIFORMS	176.00
188806	UNIFORMS	96.95
188807	UNIFORMS	74.00
	VENDOR TOTAL:	**540.85**
2159-JANE STEARNS M.S. LPC		
188655	PD COUNSELING	800.00
	VENDOR TOTAL:	**800.00**
55555-MISC EMPLOYEE VENDOR		
188872	FY24/25 BOOT ALLOWANCE	150.00
188873	FY24/25 BOOT ALLOWANCE	200.00
	VENDOR TOTAL:	**350.00**
1313-MOTOROLA		
188984	ORIGINAL PO 2241059	80.30
	VENDOR TOTAL:	**80.30**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2053-PRO FORCE LAW ENFORCEMENT		
189005	GUNS	1,890.00
	VENDOR TOTAL:	**1,890.00**
5096-TACTICAL ELECTRONICS		
189014	PD * WALL CAMERA * DAVID/KELLY	6,500.00
	VENDOR TOTAL:	**6,500.00**
	DIVISION TOTAL:	**10,471.15**
45-ANIMAL SHELTER		
1572-ARETE DESIGN GROUP		
188649	TNR ADDITION	2,260.00
	VENDOR TOTAL:	**2,260.00**
	DIVISION TOTAL:	**2,260.00**
	DEPARTMENT TOTAL:	**12,731.15**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
188558	RUG CLEANING	42.89
188567	RUG CLEANING	19.82
188568	RUG CLEANING	42.89
188569	RUG CLEANING	46.10
188570	RUG CLEANING	57.75
188573	RUG CLEANING	19.82
188574	RUG CLEANING	42.89
188575	RUG CLEANING	46.10
188577	RUG CLEANING	57.75
188583	RUG CLEANING	19.82
188585	RUG CLEANING	57.75
188591	RUG CLEANING	19.82
188592	RUG CLEANING	42.89
188593	RUG CLEANING	46.10
	VENDOR TOTAL:	**562.39**
1519-CRUM ELECTRIC SUPPLY COMPANY		
188961	BUILDING MAINTENANCE * CITY POOL LIGHTING * JEFF	2,395.45
	VENDOR TOTAL:	**2,395.45**
1844-FARMER BROTHERS COMPANY		
188699	COFFEE AT CITY HALL	99.43
	VENDOR TOTAL:	**99.43**
1590-KONE INC		
188889	CREDIT FOR ELEVATOR MODERNIZATION	-1,157.57
188890	ELEVATOR QUARTERLY MAINTENANCE	2,064.12
	VENDOR TOTAL:	**906.55**
1701-NORTON CONSTRUCTION		
188783	PD WEST CONCRETE PAD	3,000.00
	VENDOR TOTAL:	**3,000.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
188616	FILTERS & BELTS AT CITY FACILITIES	5,219.24
	VENDOR TOTAL:	**5,219.24**
3690-PRO WINDMILL INC		
188698	PEST SPRAYING AT CITY HALL, CITY WEST, & WAREHOUSE	325.00
	VENDOR TOTAL:	**325.00**
1786-SHERWIN WILLIAMS		
188789	HR CONFERENCE ROOM PAINT AND PATCH	317.53
	VENDOR TOTAL:	**317.53**
	DIVISION TOTAL:	**12,825.59**
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
188893	SCHEDULING FOR THE FIELDS	1,475.00
	VENDOR TOTAL:	**1,475.00**
	DIVISION TOTAL:	**1,475.00**
51-PARKS		
1040-ALSCO		
188564	UNIFORM CLEANING	40.96
188580	UNIFORM CLEANING	47.88
188588	UNIFORM CLEANING	47.88
188812	UNIFORM CLEANING	47.88
	VENDOR TOTAL:	**184.60**
5116-DANNY WESTERVELT		
188787	LITTLE LEAGUE FENCE REPAIR	1,100.00
188788	LITTLE LEAGUE FENCE REPAIR	900.00
	VENDOR TOTAL:	**2,000.00**
5129-ELITE TRUCK		
188965	PARKS * TRANSFER PUMP * JANIE	989.97
	VENDOR TOTAL:	**989.97**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
55555-MISC EMPLOYEE VENDOR		
188869	SEASONAL SAFETY BOOT REIMBURSEMENT	100.00
188870	SEASONAL SAFETY BOOT REIMBURSEMENT	100.00
188871	SEASONAL SAFETY BOOT REIMBURSEMENT	100.00
	VENDOR TOTAL:	**300.00**
1919-PAINTBRUSH SEWER & DRAIN		
188824	PORTA POTTIES AT CITY PARKS	660.45
	VENDOR TOTAL:	**660.45**
2424-UNIVERSITY OF WYOMING		
188661	FLAGGER & WORK ZONE CERTIFICATION	1,200.00
	VENDOR TOTAL:	**1,200.00**
2741-WYOMING DEPARTMENT OF AGRICULTURE		
188825	SPLASH PAD LICENSE	50.00
	VENDOR TOTAL:	**50.00**
2400-WYOMING WATER SOLUTIONS		
188659	WATER AT DALBY PARK	24.50
	VENDOR TOTAL:	**24.50**
	DIVISION TOTAL:	**5,409.52**
53-FORESTRY		
2485-CAMPBELL COUNTY WEED AND PEST		
188796	WATER BALANCER FOR HERBICIDE MIXING	53.00
188797	HERBICIDE FOR WEE/GRASS CONTROL	30.00
	VENDOR TOTAL:	**83.00**
2424-UNIVERSITY OF WYOMING		
188660	FLAGGER & WORK ZONE CERTIFICATION	200.00
	VENDOR TOTAL:	**200.00**
	DIVISION TOTAL:	**283.00**
54-STREETS		
1040-ALSCO		
188562	UNIFORM CLEANING	63.80

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1040-ALSCO		
188571	UNIFORM CLEANING	63.80
188578	UNIFORM CLEANING	63.80
188586	UNIFORM CLEANING	65.80
	VENDOR TOTAL:	**257.20**
4985-GILLETTE STEEL CENTER		
188800	SIDEWALK REPAIRS	1,421.00
	VENDOR TOTAL:	**1,421.00**
1897-ONE CALL OF WYOMING COPR		
188891	ONE-CALL OF WYOMING	112.00
	VENDOR TOTAL:	**112.00**
1919-PAINTBRUSH SEWER & DRAIN		
188801	PORTA POTTIES	265.00
	VENDOR TOTAL:	**265.00**
2035-POWDER RIVER ENERGY CORPORATION		
188597	ELECTRIC - SIGN LIGHTING HWY 50	43.84
188598	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	46.42
188599	ELECTRIC - SIGN LIGHTING HWY 14/16	45.18
	VENDOR TOTAL:	**135.44**
1802-SIMON CONTRACTORS		
188798	ROAD BASE	1,332.33
188799	ROAD BASE	1,379.92
	VENDOR TOTAL:	**2,712.25**
4135-TEAM LABORATORY CHEMICAL, LLC		
188793	FINE ROAD PATCH	2,081.00
	VENDOR TOTAL:	**2,081.00**
2424-UNIVERSITY OF WYOMING		
188660	FLAGGER & WORK ZONE CERTIFICATION	1,570.00
	VENDOR TOTAL:	**1,570.00**
	DIVISION TOTAL:	**8,553.89**
	DEPARTMENT TOTAL:	**28,547.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
2406-XEROX CORPORATION		
189047	REPLACEMENT ENGINEERING MULTIFUNCTION PRINTER	2,908.50
	VENDOR TOTAL:	**2,908.50**
	DIVISION TOTAL:	**2,908.50**
61-BUILDING INSPECTION		
1082-ARROW PRINTING AND GRAPHICS INC		
188632	BUSINESS CARDS - N JACOBS	104.00
	VENDOR TOTAL:	**104.00**
1723-INTERNATIONAL CODE COUNCIL INC		
188981	BUILDING INSPECTION - DIGITAL CODES * KIM	1,350.00
	VENDOR TOTAL:	**1,350.00**
	DIVISION TOTAL:	**1,454.00**
62-TRAFFIC SAFETY		
1911-GADES SALES COMPANY INC		
188972	TRAFFIC - CROSSWALK * TY	985.00
	VENDOR TOTAL:	**985.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
188658	SIGN REPAIRS ON W 4J AND ENZI DR	1,000.00
188774	BATTERIES REPLACED RFB'S	920.00
188775	GROUND MAINTENANCE IN SIGNAL CABINET	500.00
188776	SIGN AND SIGNAL REPAIRS/MAINTENANCE	500.00
188779	REPLACED TAPCO RFB	1,580.00
	VENDOR TOTAL:	**4,500.00**
	DIVISION TOTAL:	**5,485.00**
63-PLANNING		
4933-VERDUNITY		
188901	COMPREHENSIVE PLAN	5,909.50
	VENDOR TOTAL:	**5,909.50**
	DIVISION TOTAL:	**5,909.50**
	DEPARTMENT TOTAL:	**15,757.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
188802	PETTY CASH REIMBURSEMENT 4/24/25	168.00
	VENDOR TOTAL:	**168.00**
1482-NEWS RECORD		
188701	MARCH 2025 LEGAL ADVERTISING	4,585.70
	VENDOR TOTAL:	**4,585.70**
	DIVISION TOTAL:	**4,753.70**
32-JUDICIAL		
5061-DAVID HARRISON HOLMES		
188713	DEFENSE ATTORNEY	500.00
188714	DEFENSE ATTORNEY	500.00
188715	DEFENSE ATTORNEY	500.00
188716	DEFENSE ATTORNEY	500.00
	VENDOR TOTAL:	**2,000.00**
	DIVISION TOTAL:	**2,000.00**
65-PUBLIC AFFAIRS ADMINISTRATION		
1482-NEWS RECORD		
188700	MARCH 2025 ADVERTISING	1,801.35
	VENDOR TOTAL:	**1,801.35**
	DIVISION TOTAL:	**1,801.35**
	DEPARTMENT TOTAL:	**8,555.05**
	FUND TOTAL:	**240,364.99**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1663-LAND SURVEYING INCORPORATED		
188636	FOOTHILLS DRAINAGE IMPROVEMENTS RIGHT-OF-WAY	500.00
	VENDOR TOTAL:	**500.00**
1958-PCA ENGINEERING INC		
188897	2025 CHIP SEAL PROJECT	734.04
	VENDOR TOTAL:	**734.04**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
188777	FIBER WORK AT BOXELDER & BUTLER SPAETH	1,960.00
188778	PARTS FOR FIBER WORK	1,640.90
	VENDOR TOTAL:	**3,600.90**
2363-WWC ENGINEERING		
188894	SUTHERLAND SUBDIVISION VALVE P	3,456.25
188895	FEMA DONKEY CREEK MASTER DRAIN	30,322.00
188896	2025 ALLEY PROJECT	2,012.50
188898	FORCE ROAD R&O	3,500.00
188902	O'HENRY DRAINAGE PROJECT	4,025.00
	VENDOR TOTAL:	**43,315.75**
	DIVISION TOTAL:	**48,150.69**
	DEPARTMENT TOTAL:	**48,150.69**
	FUND TOTAL:	**48,150.69**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1197-BORDER STATES ELECTRIC		
188821	PARTS	3,015.98
	VENDOR TOTAL:	**3,015.98**
	DIVISION TOTAL:	**3,015.98**
	DEPARTMENT TOTAL:	**3,015.98**
	FUND TOTAL:	**3,015.98**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
2406-XEROX CORPORATION		
188645	COPIER METER READ	38.08
	VENDOR TOTAL:	**38.08**
	DIVISION TOTAL:	**38.08**
76-SCADA		
1447-ANIXTER POWER SOLUTIONS		
188910	SCADA-FR	61.91
	VENDOR TOTAL:	**61.91**
1748-THAT EMBROIDERY PLACE		
188822	EMBROIDERY	195.00
	VENDOR TOTAL:	**195.00**
	DIVISION TOTAL:	**256.91**
	DEPARTMENT TOTAL:	**294.99**
	FUND TOTAL:	**294.99**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
188563	UNIFORM CLEANING	19.26
188572	UNIFORM CLEANING	20.14
188579	UNIFORM CLEANING	20.14
188587	UNIFORM CLEANING	20.14
188811	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**99.82**
2303-WESTERN WASTE SOLUTIONS INC		
188619	MARCH 2025 RECYCLING	6,490.00
188620	MARCH 2025 3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	**6,587.00**
	DIVISION TOTAL:	**6,686.82**
	DEPARTMENT TOTAL:	**6,686.82**
	FUND TOTAL:	**6,686.82**

Expenditure Approval Report
Check Approval Date of 05/06/2025

Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188009	UE 554 506 PUMPHOUSE	146.50
	VENDOR TOTAL:	**146.50**
	DIVISION TOTAL:	**146.50**
	DEPARTMENT TOTAL:	**146.50**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
4864-EDI MENDOZA		
188703	HYDRANT CONCRETE REPAIRS	32,260.00
188704	EPA SANITARY SURVEY WELLHEAD CONCRETE	25,880.00
	VENDOR TOTAL:	**58,140.00**
1792-ENERGY LABORATORIES INC		
188708	TESTING	103.50
188771	TESTING	84.50
188772	TESTING	84.50
	VENDOR TOTAL:	**272.50**
1422-GILLETTE CONTRACTORS SUPPLY INC		
188942	WATER - TANKS/BLADDERS * MIKE J	13,384.58
188947	WATER - BRASS PARTS * ELI	109.34
188948	WATER - 1/4 BRASS FITTINGS * ELI	334.40
188959	WATER * ASCO * COOPER	163.60
	VENDOR TOTAL:	**13,991.92**
4895-HD SUPPLY INC		
188624	PARTS	55.90
188625	PARTS	94.90
188626	PARTS	375.82
	VENDOR TOTAL:	**526.62**
1897-ONE CALL OF WYOMING COPR		
188891	ONE-CALL OF WYOMING	112.00
	VENDOR TOTAL:	**112.00**
1919-PAINTBRUSH SEWER & DRAIN		
188627	SEPTIC PUMPING AT PINE RIDGE FACILITY	660.00
	VENDOR TOTAL:	**660.00**
2035-POWDER RIVER ENERGY CORPORATION		
188600	ELECTRIC - FORCE RD STORAGE BLDG	137.78
188601	ELECTRIC - CPS #2	50.64
188602	ELECTRIC - CPS #3	51.31

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2035-POWDER RIVER ENERGY CORPORATION		
188603	ELECTRIC - MADISON REHAB CPS #4	45.18
188604	ELECTRIC - MADISON REHAB CPS #7	56.20
188605	ELECTRIC - BENNOR ESTATES	115.33
188606	ELECTRIC - OVERBROOK	148.30
188607	ELECTRIC - RAFTER D	125.39
188608	ELECTRIC - SOUTHFORK	135.74
188609	ELECTRIC - COOK RD	107.56
188610	ELECTRIC - FORCE RD JOINT POWERS BOARD	71.82
188611	ELECTRIC - SERVICE CONTROL BUILDING	133.54
188612	ELECTRIC - 8 MILE WATER SYSTEM	105.94
188613	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	128.75
188614	ELECTRIC - WATER CONTROL BLDG RED TAIL	40.00
	VENDOR TOTAL:	**1,453.48**
1802-SIMON CONTRACTORS		
188628	ROAD BASE	846.51
188629	ROAD BASE	2,132.27
188630	ROAD BASE	429.16
188710	ROAD BASE	3,015.96
	VENDOR TOTAL:	**6,423.90**
2341-TRI-CITY EXCAVATION INC		
188790	CP/GMPP2 DAMAGE TO SERVICE LINE	2,600.00
	VENDOR TOTAL:	**2,600.00**
2424-UNIVERSITY OF WYOMING		
188661	FLAGGER & WORK ZONE CERTIFICATION	665.00
	VENDOR TOTAL:	**665.00**
2731-WATERWORKS INDUSTRIES		
189026	WATER- 4" VALVE * MIKE J	886.93
	VENDOR TOTAL:	**886.93**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2296-WESTERN SERVICES LLC		
188769	INTALL NEW HEAVY DUTY HINGES ON GATES - PINE RIDGE	1,900.00
188770	REPLACE MAIN CONTROL BOARD-PINE RIDGE BARRIER CASE	550.00
	VENDOR TOTAL:	**2,450.00**
2618-WYOMING DEPARTMENT OF HEALTH		
188705	TESTING	832.00
	VENDOR TOTAL:	**832.00**
	DIVISION TOTAL:	**89,014.35**
	DEPARTMENT TOTAL:	**89,014.35**
	FUND TOTAL:	**89,160.85**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188002	UE 33548 822 GURLEY	36.15
188003	UE 7086 501 GRANITE	12.79
188004	UE 4466 2509 EMERSON	117.64
188005	UE 17020 11 SIERRA	32.00
188008	UE 16712 68 SIERRA	32.00
188010	UE 11336 805 MOUNTAIN VIEW	33.85
188011	UE 6686 3008 HARDER	67.07
188012	UE 32754 4530 RUNNING W	127.37
188013	UE 35222 707 EXPRESS	19.31
188014	UE 32326 4512 RUNNING W	178.33
188015	UE 39052 2402 SAMMYE	96.29
188016	UE 35220 707 EXPRESS	103.22
188017	UE 17048 69 SIERRA	20.23
188018	UE 8776 908 GILLETTE	54.57
188019	UE 8774 908 GILLETTE	112.28
188020	UE 35464 719 EXPRESS	142.19
188021	UE 23906 308 EMERSON	91.33
188022	UE 6342 614 VIVIAN	25.76
188023	UE 12938 3504 FOOTHILLS	97.29
188024	UE 20611 8100 PTARMIGAN	98.97
188025	UE 17637 2633 LEDOUX	38.58
188026	UE 21238 308 TIMOTHY	184.28
188027	UE 11540 2404 FOOTHILLS	32.15
188028	UE 18360 1003 CHURCH	346.00
188029	UE 9036 401 6TH	40.01
188030	UE 11550 2404 FOOTHILLS	184.73
188031	UE 2300 605 6TH	46.36
188032	UE 15170 1500 BUCKSKIN	94.99
188033	UE 32722 4528 RUNNING W	164.48

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188034	UE 32518 4520 RUNNING W	158.89
188035	UE 12944 3504 FOOTHILLS	16.09
188036	UE 17728 1409 EAGLES NEST - DAVID HILL	106.96
188037	UE 29916 1801 WARLOW	116.01
188038	UE 13898 104 SUNSET	33.48
188039	UE 32540 4522 RUNNING W	147.35
188040	UE 33700 824 GURLEY	35.53
188041	UE 42544 2673 LEDOUX	142.44
188042	UE 33496 820 GURLEY	93.27
188043	UE 13682 708 APRICOT	126.63
188044	UE 17986 1000 STANLEY	139.55
188045	UE 35398 717 EXPRESS	163.53
188046	UE 35226 707 EXPRESS	142.39
188061	UE 15272 18 AMERICAN	210.37
188062	UE 33728 824 GURLEY	129.40
188541	UE 15268 18 AMERICAN	64.48
188542	UE 35360 715 EXPRESS	35.92
188543	UE 33728 824 GURLEY	46.40
188544	UE 11598 2400 FOOTHILLS	156.36
188545	UE 9842 3338 GEORGIA	16.08
188546	UE 42404 3704 TANNER	153.60
188547	UE 42546 2673 LEDOUX	155.92
188548	UE 32748 4530 RUNNING W	101.35
188549	UE 32778 4530 RUNNING W	56.49
188550	UE 6278 504 VIVIAN	94.46
188551	UE 20635 7135 ROBIN	158.05
188552	UE 32462 4518 RUNNING W	46.33
188553	UE 25056 600 GARNER LAKE	39.72
188554	UE 3082 434 PRAIRIEVIEW	37.28

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188555	UE 17943 2701 GANNETT	3,000.00
	VENDOR TOTAL:	**8,554.55**
	DIVISION TOTAL:	**8,554.55**
	DEPARTMENT TOTAL:	**8,554.55**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
5062-AIRGAS USA, LLC		
188908	ELECTRICAL * AIR MONITOR * MICK	903.50
	VENDOR TOTAL:	**903.50**
3004-DEPARTMENT OF ENERGY		
188707	MARCH 2025 ENERGY	59,611.55
	VENDOR TOTAL:	**59,611.55**
1897-ONE CALL OF WYOMING COPR		
188891	ONE-CALL OF WYOMING	112.35
	VENDOR TOTAL:	**112.35**
2071-PROELECTRIC INC		
188892	ANNUAL MISCELLANOUS ELECTRICAL	1,009.91
	VENDOR TOTAL:	**1,009.91**
2114-RAILROAD MANAGEMENT CO LLC		
188818	ANNUAL ENROACHMENT LEASE	417.05
188819	ANNUAL RAILROAD LEASE REVISION COST	1,000.00
	VENDOR TOTAL:	**1,417.05**
2198-STUART C. IRBY CO		
188823	FIBERGLASS PATCH KIT	200.00
189011	ELECTRICAL * TREE GUARD * CASEY	129.00
	VENDOR TOTAL:	**329.00**
4143-TANTALUS SYSTEMS INC		
188820	REPLACEMENT MODULES 2S METERS	784.11
	VENDOR TOTAL:	**784.11**
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
189048	ENDURA WINTER GLOVE	378.00
	VENDOR TOTAL:	**378.00**
	DIVISION TOTAL:	**64,545.47**
	DEPARTMENT TOTAL:	**64,545.47**
	FUND TOTAL:	**73,100.02**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188006	UE 42948 5740 MOHAN	203.84
188007	UE 44282 5800 MOHAN	203.84
	VENDOR TOTAL:	**407.68**
	DIVISION TOTAL:	**407.68**
	DEPARTMENT TOTAL:	**407.68**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
188576	UNIFORM CLEANING	146.58
188584	UNIFORM CLEANING	147.87
188594	UNIFORM CLEANING	146.58
	VENDOR TOTAL:	**441.03**
1411-CONCRETE CONSERVATION INC		
188780	SPECTRASHIELD LINER INSTALLED TO MANHOLES	63,586.42
188781	SPECTRASHIELD LINER INSTALLED IN VAULTS	37,185.00
	VENDOR TOTAL:	**100,771.42**
1522-CUES INC		
188657	REPAIRS	3,142.55
	VENDOR TOTAL:	**3,142.55**
1792-ENERGY LABORATORIES INC		
188631	TESTING	69.00
188702	TESTING	34.80
188711	TESTING	77.70
188712	TESTING	117.00
	VENDOR TOTAL:	**298.50**
1892-FRANDSON SAFETY INC		
188782	MULTI-GAS MONITOR CALIBRATION	90.00
	VENDOR TOTAL:	**90.00**
1897-ONE CALL OF WYOMING COPR		
188891	ONE-CALL OF WYOMING	112.00
	VENDOR TOTAL:	**112.00**
2035-POWDER RIVER ENERGY CORPORATION		
188595	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,280.77
188596	ELECTRIC - GIL SEWAGE MTR STA	60.22
	VENDOR TOTAL:	**1,340.99**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
188623	ENGINE IN ENERGY UNIT REPAIRS	280.00
188656	HVAC REPAIRS	280.00
	VENDOR TOTAL:	**560.00**
5133-SLETTEN CONSTRUCTION OF WYOMING, INC		
188899	WWTP PH II CMAR	62,029.04
	VENDOR TOTAL:	**62,029.04**
2342-TRI-STATE INDUSTRIES INC		
188817	LABOR AND MATERIAL TO INSULATE PIPE	23,592.00
	VENDOR TOTAL:	**23,592.00**
2406-XEROX CORPORATION		
189047	REPLACEMENT ENGINEERING MULTIFUNCTION PRINTER	2,908.50
	VENDOR TOTAL:	**2,908.50**
	DIVISION TOTAL:	**195,286.03**
	DEPARTMENT TOTAL:	**195,286.03**
	FUND TOTAL:	**195,693.71**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
188559	RUG CLEANING	46.10
188561	RUG CLEANING	53.73
	VENDOR TOTAL:	**99.83**
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
188615	UTILITIES FOYER AREA HEATER	3,028.87
	VENDOR TOTAL:	**3,028.87**
1291-MIDLAND IMPLEMENT CO INC		
188983	VEHICLE MAINTENANCE * BROOM *JIM	6,610.00
	VENDOR TOTAL:	**6,610.00**
1511-NORCO INC		
188786	CITY WEST CUSTODIAL SUPPLIES	319.53
	VENDOR TOTAL:	**319.53**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
188617	FILTERS & BELTS AT HEATED VEHICLE STORAGE	654.04
188618	FILTERS & BELTS AT CITY WEST	1,189.99
	VENDOR TOTAL:	**1,844.03**
	DIVISION TOTAL:	**11,902.26**
	DEPARTMENT TOTAL:	**11,902.26**
	FUND TOTAL:	**11,902.26**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1042-AM SIGNAL LLC		
188909	TRAFFIC SAFETY INVENTORY	13,287.36
	VENDOR TOTAL:	**13,287.36**
1447-ANIXTER POWER SOLUTIONS		
188911	ELECTRICAL INVENTORY	2,569.80
188912	ELECTRICAL INVENTORY	187.56
188913	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	57.60
188914	ELECTRICAL INVENTORY	50.00
188915	ELECTRICAL INVENTORY	140.00
188916	ELECTRICAL INVENTORY	282.50
188917	ELECTRICAL INVENTORY	1,635.20
188918	ELECTRICAL INVENTORY	77.04
188919	ELECTRICAL INVENTORY	298.56
188920	ELECTRICAL INVENTORY	1,519.20
188921	ELECTRICAL INVENTORY	978.20
188922	ELECTRICAL INVENTORY	1,424.72
188923	ELECTRICAL INVENTORY	86.80
188924	ELECTRICAL INVENTORY	410.55
188925	ELECTRICAL INVENTORY	112.00
188926	ELECTRICAL INVENTORY	541.97
	VENDOR TOTAL:	**10,371.70**
1197-BORDER STATES ELECTRIC		
188935	ELECTRICAL INVENTORY	926.40
188936	ELECTRICAL INVENTORY	61.76
188937	ELECTRICAL INVENTORY	2,029.31
188938	ELECTRICAL INVENTORY	237.50
188939	ELECTRICAL INVENTORY	1,692.12
188940	ELECTRICAL INVENTORY	879.00
	VENDOR TOTAL:	**5,826.09**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2852-CORE & MAIN		
188960	WATER INVENTORY	693.75
	VENDOR TOTAL:	**693.75**
1519-CRUM ELECTRIC SUPPLY COMPANY		
188962	ELECTRICAL INVENTORY	3,355.60
188963	ELECTRICAL INVENTORY	2,459.25
188964	ELECTRICAL INVENTORY	288.25
	VENDOR TOTAL:	**6,103.10**
1870-FLAGSHOOTER LLC		
188966	WATER INVENTORY	333.63
	VENDOR TOTAL:	**333.63**
1422-GILLETTE CONTRACTORS SUPPLY INC		
188943	WATER INVENTORY	180.24
188944	WATER INVENTORY	1,309.56
188945	WATER INVENTORY	11.70
188946	WATER INVENTORY	479.25
188949	WATER INVENTORY	1,811.31
188950	WATER INVENTORY	2,204.61
188951	ELECTRICAL INVENTORY	136.92
188952	ELECTRICAL INVENTORY	30.54
188953	WATER INVENTORY	935.46
188954	WATER INVENTORY	73.44
188955	PARKS INVNETORY	30.14
188956	WATER INVENTORY	3,948.99
188957	WATER INVENTORY	194.04
188958	WATER INVENTORY	128.72
	VENDOR TOTAL:	**11,474.92**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
4985-GILLETTE STEEL CENTER		
188973	ELECTRICAL INVENTORY	1,234.80
	VENDOR TOTAL:	**1,234.80**
1511-NORCO INC		
188986	ELECTRICAL INVENTORY	185.28
188989	ELECTRICAL INVENTORY	41.94
188990	ELECTRICAL INVENTORY	41.94
188994	ELECTRICAL INVENTORY	29.94
	VENDOR TOTAL:	**299.10**
5078-PARTSONE LLC		
188996	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	291.28
188997	VMW INVENTORY	120.54
188998	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	174.96
188999	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	184.96
189000	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	31.88
189001	VEHICLE MAINTENACE WAREHOUSE INVENTORY	86.16
	VENDOR TOTAL:	**889.78**
2198-STUART C. IRBY CO		
189009	ELECTRICAL INVENTORY	795.00
189010	ELECTRICAL INVENTORY	3,445.00
189012	ELECTRICAL INVENTORY	850.00
189013	ELECTRICAL INVENTORY	112.00
	VENDOR TOTAL:	**5,202.00**
2339-TRAFFIC SIGNAL CONTROLS INC		
189015	TRAFFIC INVENTORY	405.00
	VENDOR TOTAL:	**405.00**
2183-ULINE INC		
189017	ELECTRICAL INVENTORY	87.37
	VENDOR TOTAL:	**87.37**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
189018	WATER INVENTORY	30.71
189020	ELECTRICAL INVENTORY	160.38
189021	ELECTRICAL INVENTORY	13.10
189022	ELECTRICAL INVENTORY	174.77
189023	PARKS INVENTORY	453.02
189024	ELECTRICAL INVENTORY	23.45
189025	WATER INVENTORY	35.51
	VENDOR TOTAL:	**890.94**
2731-WATERWORKS INDUSTRIES		
189027	WATER INVENTORY	54.00
189028	WATER INVENTORY	30.90
189029	WATER INVENTORY	327.65
	VENDOR TOTAL:	**412.55**
2289-WESCO DISTRIBUTION INC		
189030	ELECTRICAL INVENTORY	40.35
	VENDOR TOTAL:	**40.35**
	DIVISION TOTAL:	**57,552.44**
	DEPARTMENT TOTAL:	**57,552.44**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
188566	RUG CLEANING	26.20
188582	RUG CLEANING	28.69
188590	RUG CLEANING	28.69
	VENDOR TOTAL:	**83.58**
	DIVISION TOTAL:	**83.58**
	DEPARTMENT TOTAL:	**83.58**
	FUND TOTAL:	**57,636.02**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
3904-CBH CO-OP		
188941	VM * GASOLINE	29,713.90
	VENDOR TOTAL:	**29,713.90**
1879-FORCE AMERICA INC		
188971	VM INVENTORY	508.62
	VENDOR TOTAL:	**508.62**
1575-HOMAX OIL		
188974	VM INVENTORY	8,291.78
188975	VM INVENTORY	429.00
188976	VM * DIESEL	29,409.80
	VENDOR TOTAL:	**38,130.58**
5050-HUGHES FIRE EQUIPMENT, INC.		
188977	VM INVENTORY	498.33
188978	VM INVENTORY	335.11
	VENDOR TOTAL:	**833.44**
3398-JACK'S TRUCK CENTER INC		
188967	VM INVENTORY	26.04
188968	VM INVENTORY	132.10
188969	VM INVENTORY	41.60
188970	VM INVENTORY	110.79
	VENDOR TOTAL:	**310.53**
4462-JOE JOHNSON EQUIPMENT, LLC		
188979	VM INVENTORY	1,153.20
	VENDOR TOTAL:	**1,153.20**
1291-MIDLAND IMPLEMENT CO INC		
188985	VM INVENTORY	143.81
	VENDOR TOTAL:	**143.81**
5078-PARTSONE LLC		
189002	VM INVENTORY	93.44
189003	VM INVENTORY	25.10

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
5078-PARTSONE LLC		
189004	VM INVENTORY	59.05
	VENDOR TOTAL:	**177.59**
4350-TRI STATE TRUCK & EQUIPMENT, INC		
189016	VM INVENTORY	1,650.51
	VENDOR TOTAL:	**1,650.51**
2385-WYOMING MACHINERY CO		
189046	VM INVENTORY	1,066.41
	VENDOR TOTAL:	**1,066.41**
	DIVISION TOTAL:	**73,688.59**
	DEPARTMENT TOTAL:	**73,688.59**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
188680	PARTS	305.00
188681	PARTS	169.28
188682	PARTS	11.60
	VENDOR TOTAL:	**485.88**
1040-ALSCO		
188565	UNIFORM CLEANING	104.96
188581	UNIFORM CLEANING	104.96
188589	UNIFORM CLEANING	104.96
188826	UNIFORM CLEANING	105.64
	VENDOR TOTAL:	**420.52**
1077-ARCHITECTURAL SPECIALTIES LLC		
188651	FLEET CREW ROOM RENOVATIONS	97.04
	VENDOR TOTAL:	**97.04**
1167-BIG HORN TIRE INC		
188678	TIRE LABOR	481.87
188679	TIRE REPAIR	482.82
188683	TIRES	1,675.10
	VENDOR TOTAL:	**2,639.79**
1171-BIGHORN HYDRAULICS INC		
188687	PARTS	3.70
188844	PARTS	4.20
188845	PARTS	102.00
	VENDOR TOTAL:	**109.90**
2594-BOMGAARS SUPPLY		
188834	PARTS	64.97
	VENDOR TOTAL:	**64.97**
2560-COMPRESSION LEASING SERVICES		
188694	REPAIRS	447.00
	VENDOR TOTAL:	**447.00**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1631-DITCH WITCH OF SOUTH DAKOTA		
188765	PARTS	1,739.04
	VENDOR TOTAL:	**1,739.04**
4959-ENERGY AQUISTION		
188835	PARTS	85.65
188836	PARTS	578.77
188838	RETURN PARTS	-25.96
	VENDOR TOTAL:	**638.46**
4985-GILLETTE STEEL CENTER		
188757	SQ TUBING	133.60
188833	ROUND BAR	110.00
	VENDOR TOTAL:	**243.60**
2645-GREINER MOTOR COMPANY		
188759	PARTS	511.75
188827	PARTS	243.80
188828	PARTS	64.63
188829	PARTS	250.50
188830	PARTS	138.00
	VENDOR TOTAL:	**1,208.68**
4289-IDENTIFIX INC		
188766	DIRECT HIT SUBCRIPTION	119.00
	VENDOR TOTAL:	**119.00**
3398-JACK'S TRUCK CENTER INC		
188676	PARTS	74.58
188677	PARTS	10.58
188745	PARTS	443.70
188746	PARTS	1,170.40
188846	PARTS	229.47
188847	RETURN PARTS	-216.00

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	**1,712.73**
5130-JENNER EQUIPMENT CO		
188685	PARTS	128.90
	VENDOR TOTAL:	**128.90**
4462-JOE JOHNSON EQUIPMENT, LLC		
188751	PARTS	2,368.80
	VENDOR TOTAL:	**2,368.80**
4987-LAWSON PRODUCTS, INC.		
188848	PARTS	516.95
188849	PARTS	33.67
188850	PARTS	17.68
188851	PARTS	36.20
	VENDOR TOTAL:	**604.50**
1291-MIDLAND IMPLEMENT CO INC		
188684	PARTS	697.37
188686	PARTS	1,030.47
188747	PARTS	633.31
188750	PARTS	170.81
188840	RETURN PARTS	-432.90
188841	PARTS	35.50
	VENDOR TOTAL:	**2,134.56**
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
188695	TESTING	55.95
188696	PARTS	20.95
188697	TESTING	20.95
188752	TESTING	55.95
188753	TESTING	20.95
188842	TESTING	20.95
188843	TESTING	19.35
	VENDOR TOTAL:	**215.05**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1482-NEWS RECORD		
188701	MARCH 2025 LEGAL ADVERTISING	856.80
	VENDOR TOTAL:	**856.80**
1511-NORCO INC		
188832	WELDING SUPPLIES	1,308.98
	VENDOR TOTAL:	**1,308.98**
1701-NORTON CONSTRUCTION		
188784	FLEET CREW ROOM RENOVATION	4,619.00
188785	FLEET CREW ROOM RENOVATION	54,140.00
	VENDOR TOTAL:	**58,759.00**
5078-PARTSONE LLC		
188662	PARTS	75.87
188663	PARTS	53.88
188664	PARTS	47.56
188665	PARTS	47.43
188666	PARTS	16.17
188667	PARTS	90.85
188668	PARTS	43.19
188669	PARTS	13.48
188670	PARTS	2.51
188671	PARTS	113.97
188672	PARTS	140.65
188673	PARTS	54.77
188674	PARTS	1,136.80
188675	PARTS	31.97
188718	PARTS	5.33
188719	PARTS	41.16
188731	PARTS	9.47
188732	PARTS	18.60

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
188733	PARTS	27.40
188734	PARTS	76.29
188735	PARTS	33.32
188736	PARTS	5.39
188737	PARTS	9.11
188738	PARTS	71.47
188739	PARTS	18.72
188740	PARTS	13.98
188741	PARTS	44.50
188742	PARTS	94.39
188743	PARTS	75.65
188744	PARTS	42.48
188852	PARTS	12.02
188853	PARTS	24.73
188854	PARTS	48.30
188855	RETURN PARTS	-11.80
188856	PARTS	35.42
188857	PARTS	34.99
188858	RETURN PARTS	-24.73
188859	PARTS	79.12
188860	PARTS	49.45
188861	PARTS	19.99
188862	PARTS	91.30
188863	PARTS	21.76
188864	PARTS	39.00
188865	PARTS	17.20
188866	PARTS	65.56
188867	PARTS	8.59
188868	PARTS	5.33

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	**2,972.59**
4967-RDO EQUIPMENT CO		
188689	PARTS	251.01
188755	PARTS	67.95
188756	REPAIRS	1,912.34
	VENDOR TOTAL:	**2,231.30**
2074-SOUTHWESTERN EQUIPMENT COMPANY		
188758	PARTS	2,429.56
	VENDOR TOTAL:	**2,429.56**
1976-STOTZ EQUIPMENT		
188692	PARTS	39.25
188760	PARTS	18.99
188761	PARTS	129.83
188762	PARTS	59.94
	VENDOR TOTAL:	**248.01**
2315-THUNDER BASIN FORD LLC		
188688	PARTS	187.62
188839	PARTS	54.27
	VENDOR TOTAL:	**241.89**
4454-TORGERSON'S, LLC		
188763	PARTS	54.00
188764	PARTS	334.90
	VENDOR TOTAL:	**388.90**
5019-TRANSOURCE TRUCK & EQUIPMENT		
188691	PARTS	504.29
	VENDOR TOTAL:	**504.29**
2309-WHITE'S FRONTIER MOTORS		
188690	PARTS	602.73
	VENDOR TOTAL:	**602.73**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2385-WYOMING MACHINERY CO		
188754	PARTS	273.91
	VENDOR TOTAL:	**273.91**
	DIVISION TOTAL:	**86,196.38**
37-VEHICLE REPLACEMENT		
4213-BEAR COMMUNICATIONS INC		
188693	PARTS	126.00
	VENDOR TOTAL:	**126.00**
1587-KOIS BROTHERS EQUIPMENT COMPANY		
188982	STRAIGHT SINGLE EDGE REVERSABLE PLOW	53,679.00
	VENDOR TOTAL:	**53,679.00**
1291-MIDLAND IMPLEMENT CO INC		
188749	PARTS	620.00
	VENDOR TOTAL:	**620.00**
	DIVISION TOTAL:	**54,425.00**
	DEPARTMENT TOTAL:	**140,621.38**
	FUND TOTAL:	**214,309.97**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
1023-ADVANCED TRAFFIC PRODUCTS INC		
188794	ADA BUTTONS - WEST 4J AND ENZI	1,025.00
	VENDOR TOTAL:	**1,025.00**
1101-B & H PHOTO VIDEO PRO-AUDIO		
188933	REPLACEMENT MONITOR	726.34
	VENDOR TOTAL:	**726.34**
5115-DANE SCHILLER		
188637	REPAIR CHAIN LINK FENCE ON N BROOKS AVE	2,100.00
	VENDOR TOTAL:	**2,100.00**
5116-DANNY WESTERVELT		
188654	LITTLE LEAGUE FENCE REPAIR	4,000.00
	VENDOR TOTAL:	**4,000.00**
2645-GREINER MOTOR COMPANY		
188831	PARTS	587.40
	VENDOR TOTAL:	**587.40**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
188773	REPAIR RFB AT WEST 4J AND ENZI	860.00
	VENDOR TOTAL:	**860.00**
	DIVISION TOTAL:	**9,298.74**
	DEPARTMENT TOTAL:	**9,298.74**
	FUND TOTAL:	**9,298.74**
	GRAND TOTAL:	**949,615.04**

Expenditure Approval Report
Check Approval Date of 04/10/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
42-VOCA/VAWA		
5127-PEARL SOUTH FORK LLC		
187996	DEPOSIT ON APARTMENT FOR VICTIM	500.00
	VENDOR TOTAL:	**500.00**
	DIVISION TOTAL:	**500.00**
	DEPARTMENT TOTAL:	**500.00**
	FUND TOTAL:	**500.00**
	GRAND TOTAL:	**500.00**

Expenditure Approval Report
Check Approval Date of 04/16/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
188068	REFUND MONEY SENT IN ERROR - COATES AND KINNER	310.78
	VENDOR TOTAL:	**310.78**
	DIVISION TOTAL:	**310.78**
	DEPARTMENT TOTAL:	**310.78**

Expenditure Approval Report
Check Approval Date of 04/16/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
5111-BLACKBURN FOUNDATION REPAIR LLC		
188066	RADON TESTING AT COUNCIL OF COMMUNITY SERVICES	295.92
	VENDOR TOTAL:	**295.92**
	DIVISION TOTAL:	**295.92**
	DEPARTMENT TOTAL:	**295.92**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1381-CITY OF GILLETTE		
188047	CITY HALL/PD ELEVATOR PROJECT	9,464.00
	VENDOR TOTAL:	**9,464.00**
1590-KONE INC		
188048	CITY HALL/PD ELEVATOR PROJECT	336,630.00
188049	CITY HALL/PD ELEVATOR PROJECT	21,160.00
188050	CITY HALL/PD ELEVATOR PROJECT	14,110.00
	VENDOR TOTAL:	**371,900.00**
	DIVISION TOTAL:	**381,364.00**
	DEPARTMENT TOTAL:	**381,364.00**
	FUND TOTAL:	**381,970.70**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3026-BFT LP		
188067	PARKS INVENTORY	335.99
	VENDOR TOTAL:	**335.99**
1519-CRUM ELECTRIC SUPPLY COMPANY		
188063	ELECTRICAL INVENTORY * TRANSFORMERS	52,901.14
188064	ELECTRICAL INVENTORY * TRANSFORMERS	43,596.85
188065	ELECTRICAL INVENTORY * TRANSFORMERS	29,941.31
	VENDOR TOTAL:	**126,439.30**
	DIVISION TOTAL:	**126,775.29**
	DEPARTMENT TOTAL:	**126,775.29**
	FUND TOTAL:	**126,775.29**
	GRAND TOTAL:	**508,745.99**

Expenditure Approval Report
Check Approval Date of 04/25/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
188521	NATURAL GAS - 528 EXCHANGE AVE	95.17
	VENDOR TOTAL:	**95.17**
	DIVISION TOTAL:	**95.17**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
188522	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	397.04
	VENDOR TOTAL:	**397.04**
	DIVISION TOTAL:	**397.04**
	DEPARTMENT TOTAL:	**492.21**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
188523	NATURAL GAS - 950 W WARLOW DR	143.47
188524	NATURAL GAS - 808 W WARLOW DR	216.77
188525	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	2,690.20
	VENDOR TOTAL:	**3,050.44**
	DIVISION TOTAL:	**3,050.44**
51-PARKS		
3379-BLACK HILLS ENERGY		
188526	NATURAL GAS - 2909 S DOUGLAS HWY	228.47
	VENDOR TOTAL:	**228.47**
	DIVISION TOTAL:	**228.47**
54-STREETS		
3379-BLACK HILLS ENERGY		
188527	NATURAL GAS - 800 N BURMA AVE BLD 414	408.40
	VENDOR TOTAL:	**408.40**
	DIVISION TOTAL:	**408.40**
	DEPARTMENT TOTAL:	**3,687.31**
	FUND TOTAL:	**4,179.52**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
188525	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	100.43
188528	NATURAL GAS - 20O ROCK RD GEN	43.52
188529	NATURAL GAS - 816 W WARLOW DR	558.62
188536	NATURAL GAS-611 EXCHANGE, 1103 LAKEWAY, 5000 DOUD	211.99
	VENDOR TOTAL:	**914.56**
	DIVISION TOTAL:	**914.56**
77-SWIMMING POOL		
3379-BLACK HILLS ENERGY		
188530	NATURAL GAS - 909 S GILLETTE AVE	319.17
	VENDOR TOTAL:	**319.17**
	DIVISION TOTAL:	**319.17**
	DEPARTMENT TOTAL:	**1,233.73**
	FUND TOTAL:	**1,233.73**

Expenditure Approval Report
Check Approval Date of 04/25/2025

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
188531	NATURAL GAS - 940 W WARLOW DR	190.17
	VENDOR TOTAL:	**190.17**
	DIVISION TOTAL:	**190.17**
	DEPARTMENT TOTAL:	**190.17**
	FUND TOTAL:	**190.17**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
188532	NATURAL GAS - 4520 UNIVERSITY RD	42.25
188533	NATURAL GAS - 1700 PLUM CREEK	36.83
188534	NATURAL GAS - 3101 S GARNER LAKE RD	5,946.33
188535	NATURAL GAS - 2881 S GARNER LAKE RD	44.85
	VENDOR TOTAL:	**6,070.26**
	DIVISION TOTAL:	**6,070.26**
	DEPARTMENT TOTAL:	**6,070.26**
	FUND TOTAL:	**6,070.26**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
188536	NATURAL GAS-611 EXCHANGE, 1103 LAKEWAY, 5000 DOUD	179.78
188537	NATURAL GAS - 611 N EXCHANGE AVE 22	1,242.73
188538	NATURAL GAS - 561 COMMERCIAL DR	1,021.83
188539	NATURAL GAS - 624 COMMERCIAL DR	2,545.96
	VENDOR TOTAL:	**4,990.30**
	DIVISION TOTAL:	**4,990.30**
	DEPARTMENT TOTAL:	**4,990.30**
	FUND TOTAL:	**4,990.30**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
188540	NATURAL GAS - 800 BURMA AVE	504.33
	VENDOR TOTAL:	**504.33**
	DIVISION TOTAL:	**504.33**
	DEPARTMENT TOTAL:	**504.33**
	FUND TOTAL:	**504.33**
	GRAND TOTAL:	**17,168.31**

Expenditure Approval Report
Check Approval Date of 04/15/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2503-DELTA DENTAL OF WYOMING		
187997	MARCH 2025 ADMIN FEES AND CLAIMS	22,663.60
	VENDOR TOTAL:	**22,663.60**
1912-GALLAGHER BENEFIT SERVICES, INC		
188001	APRIL 2025 SHORT TERM DISABILITY ADMIN FEES	153.75
188051	APRIL - JUNE 2025 CONSULTING SERVICES	9,125.00
	VENDOR TOTAL:	**9,278.75**
3687-OPTUM HEALTH FINANCIAL SERVICES		
187998	MARCH 2025 HSA MONTHLY ADMIN FEE	211.75
187999	MARCH 2025 COBRA PARTICIPANT FEE	145.75
	VENDOR TOTAL:	**357.50**
	DIVISION TOTAL:	**32,299.85**
	DEPARTMENT TOTAL:	**32,299.85**
	FUND TOTAL:	**32,299.85**
	GRAND TOTAL:	**32,299.85**

Expenditure Approval Report
Check Approval Date of 04/28/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
188557	MARCH 2025 WELLNESS	2,405.00
	VENDOR TOTAL:	**2,405.00**
	DIVISION TOTAL:	**2,405.00**
	DEPARTMENT TOTAL:	**2,405.00**
	FUND TOTAL:	**2,405.00**
	GRAND TOTAL:	**2,405.00**

Expenditure Approval Report
Check Approval Date of 04/28/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
188880	WEEKLY CLAIMS	2,138.65
188881	WEEKLY CLAIMS	5,013.92
188882	WEEKLY CLAIMS	884.88
188883	WEEKLY CLAIMS	4,069.04
	VENDOR TOTAL:	**12,106.49**
2672-UMB BANK		
188884	MARCH 2025 P-CARDS	93,495.79
	VENDOR TOTAL:	**93,495.79**
	DIVISION TOTAL:	**105,602.28**
	DEPARTMENT TOTAL:	**105,602.28**
	FUND TOTAL:	**105,602.28**

Expenditure Approval Report
Check Approval Date of 04/28/2025

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
188874	MARCH 2025 WYGEN III CAPITAL AND O&M	1,360,211.66
188875	MARCH 2025 CTII ENERGY	25,646.13
188876	MARCH 2025 WYGEN III ANCILLARY SERVICES	641,210.07
188877	MARCH 2025 TRANSMISSION	223,517.27
	VENDOR TOTAL:	**2,250,585.13**
2697-BLACK HILLS WYOMING LLC		
188878	MARCH 2025 CTII CAPITAL AND O&M	133,249.23
188879	MARCH 2025 CTII ENERGY	354,732.35
	VENDOR TOTAL:	**487,981.58**
	DIVISION TOTAL:	**2,738,566.71**
	DEPARTMENT TOTAL:	**2,738,566.71**
	FUND TOTAL:	**2,738,566.71**

Expenditure Approval Report
Check Approval Date of 04/28/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
188885	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW	113,982.56
188886	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW	99,490.33
188887	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW	80,954.86
	VENDOR TOTAL:	**294,427.75**
	DIVISION TOTAL:	**294,427.75**
	DEPARTMENT TOTAL:	**294,427.75**
	FUND TOTAL:	**294,427.75**
	GRAND TOTAL:	**3,138,596.74**

Expenditure Approval Report
Check Approval Date of 03/31/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
66666-MISC P-CARD VENDOR		
188480	REWARD GATEWAY (US) Funds	2,000.00
	VENDOR TOTAL:	**2,000.00**
	DIVISION TOTAL:	**2,000.00**
	DEPARTMENT TOTAL:	**2,000.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
188184	SUBSCRIPTION	30.99
	VENDOR TOTAL:	**30.99**
66666-MISC P-CARD VENDOR		
188229	MEETING EXPENSE	151.09
188280	REFRESHMENTS FOR BOARD TRAINING	37.95
188301	REFRESHMENTS FOR BOARD TRAINING	17.98
188302	DINNER FOR BOARD TRAINING	111.09
188398	GIFT BAGS FOR BABY GIFTS FROM MAYOR	19.98
	VENDOR TOTAL:	**338.09**
	DIVISION TOTAL:	**369.08**
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
188091	4TE*CULLIGAN OF GILLETTE Wellness water	66.00
188164	WALGREENS #7928 Blood pressure monitors	74.98
188478	Amazon.com*HD4I35CI3 - WELLNESS	62.99
	VENDOR TOTAL:	**203.97**
	DIVISION TOTAL:	**203.97**
	DEPARTMENT TOTAL:	**573.05**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
66666-MISC P-CARD VENDOR		
188379	OFFICE CHAIR FOR RICK WEISHEIMER	314.99
	VENDOR TOTAL:	**314.99**
	DIVISION TOTAL:	**314.99**
	DEPARTMENT TOTAL:	**314.99**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
188090	Amazon.com*6S5K36DU3 Dry erase marker	16.71
188092	OFFICE DEPOT #2635 Beth and Warrie's Chairs	305.10
188093	UNITED 0162464191744 Flight to SHRM Conferenc	727.75
188094	DOLLAR TREE Cards	3.15
188122	SHRM HSG 888.241.8398 Hotel for SHRM conference	583.78
188123	UNITED 0162464191502 SHRM Conference	173.15
188124	UNITED 0162464190708 Flights for SHRM Confere	349.59
188127	UNITED 0164476167947 Tyler Connect conference	20.99
188128	UNITED 0164476167946 Tyler Connect Conference	20.99
188129	UNITED 0164476167945 Tyler connect conference	26.99
188130	UNITED 0164476167944 Tyler connect conference	26.99
188132	UNITED 0162464165023 Flight to Tyler Connect	889.25
188141	ODP BUS SOL LLC # 102635 Beth and Warrie's chairs	305.10
188150	IN *INNOVATIVE CREDIT Background check	25.00
188163	SQ *ENERGY CAPITAL ECONOM Career Fair	85.00
188218	SQ *POP ART National EE Appreciation Day	336.00
188291	WALMART.COM Kuerig K-express	39.97
188292	WALMART.COM Coffee Pods Holder	24.97
188427	USPS PO 5738000483 postage	7.16
188454	Subway 27522 Accidental P-Card charge.	7.81
188481	PRESENT A PLAQUE for employee recognition	323.92
188490	AMAZON MKTPL*FV4GR6MR3 keyboard and mouse pad	142.48
	VENDOR TOTAL:	**4,441.85**
	DIVISION TOTAL:	**4,441.85**
21-SAFETY		
66666-MISC P-CARD VENDOR		
188517	WM SUPERCENTER #1485 Supplies	44.53
188518	AMERICAN SOCIETY OF SAFE Safety 2025 Conference an	814.00
188519	GILLETTE COMMUNITY COLLE Lunch Safety Comm	87.36

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
21-SAFETY		
66666-MISC P-CARD VENDOR		
188520	MAXWELL LEADERSHIP INC Training	75.00
	VENDOR TOTAL:	**1,020.89**
	DIVISION TOTAL:	**1,020.89**
	DEPARTMENT TOTAL:	**5,462.74**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
66666-MISC P-CARD VENDOR		
188173	TST*GILLETTE PFM QUARERLY MEETING WITH JOAN	79.80
188310	QDOBA 2748 INVESTMENT ADVISORY COMMITTEE METING LU	212.00
188493	GOVERNMENT FINANCE OFF GFOA TRAINING AMANDA & LIND	745.00
	VENDOR TOTAL:	**1,036.80**
	DIVISION TOTAL:	**1,036.80**
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
188107	AMAZON MKTPL*KY9UH7XL3 SCREEN FILTER HDMI CABLE AN	195.39
188113	TYLER USER CONFERENCE TYLER CONNECT REGISTRATION F	2,398.00
188114	UNITED 0164476359263 TYLER CONNECT AIRFARE MY	56.00
188115	UNITED 0164476359262 TYLER CONNECT AIRFARE MA	56.00
188116	UNITED 0164476354194 TYLER CONNECT AIRFARE MO	20.99
188117	UNITED 0164476354193 TYLER CONNECT AIRFARE MO	20.99
188118	UNITED 0164476354192 TYLER CONNECT AIRFARE MO	20.99
188119	UNITED 0164476354191 TYLER CONNECT AIRFARE MO	20.99
188120	UNITED 0162464354424 ATYLER CONNECT AIRFARE M	943.97
188121	UNITED 0162464348499 TYLER CONNECT AIRFARE MA	819.90
188187	Amazon.com*5444Z78Y3 HEADSET FOR MAKAYLA	79.99
188252	AMAZON MKTPL*3C5KP39N3 CALENDARS AND DESK ORGANIZE	44.93
188272	B&H PHOTO 800-606-6969 IPAD KEYBOARD CASE	299.00
188341	AMAZON MKTPL*NR4EA4PZ3 CALENDARS AND DESK ORGANIZE	15.79
188361	B&H PHOTO 800-606-6969 REPLACEMENT PRINTER FOR REC	259.00
188362	AMAZON MKTPL*DL1VJ75B3 REPLACEMENT ATA	700.00
188462	AMAZON MKTPL*929I55R83 SCANNER REPAIR PARTS	19.88
188466	B&H PHOTO 800-606-6969 REPLACEMENT SALLY PORT VIDE	649.00
188467	THE HOME DEPOT #6005 BOX FOR RETURN OF DEFECTIVE D	41.95
188472	AMAZON MKTPL*ZK86W1EO2 REPLACEMENT USB CHARGERS FO	27.90
188485	AMAZON MKTPL*8H8017FP3 CONSOLE CABLES FOR NOC STAF	54.96
188508	ESRI PYTHON ESRI CLASS FOR GENAVIE	2,878.50

Expenditure Approval Report
Check Approval Date of 03/31/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
	VENDOR TOTAL:	9,624.12
	DIVISION TOTAL:	9,624.12
	DEPARTMENT TOTAL:	10,660.92

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
188108	SPORTSMANS WAREHOUSE 255 - SLINGS FOR FIREARMS	109.92
188112	PRIMARY ARMS - FIREARMS	387.85
188155	IN *CAMPBELL COUNTY HEALT - CPR CARDS FOR TRAINING	430.00
188174	P4P 888-777-1762 - K9 DOG FOOD	269.58
188188	THE HOME DEPOT #6005 - FIREARMS	32.86
188199	VOIANCE LLC - INTERPRETATION SERVICES	92.65
188200	TST*RED GINGER - STROUP TRAVEL	82.90
188201	UNITED 0164477364659 - STROUP TRAVEL	40.00
188202	OUTBACK 2327 - STROUP TRAVEL	34.61
188203	H2C CHILI'S BAR E2 ORD - STROUP TRAVEL	21.44
188214	TST* SILVER CREEK - LAW ENFORCEMENT BREAKFAST	154.80
188219	SPO*CHERRYCOUNTRYCAFEANDG - STROUP TRAVEL	17.30
188234	AMAZON MKTPL*1J1S66AI3 - PATROL MICS	285.60
188235	POCKETPRESS - POCKET BOOKS OF TRAFFIC AND LAW	89.42
188237	FAIRFIELD INN & SUITES - STROUP TRAVEL	264.18
188238	UNITED 0164478008125 - STROUP TRAVEL	40.00
188249	MENARDS GILLETTE WY - K9 SUPPLIES	50.83
188250	WM SUPERCENTER #1485 - K9 MACHO TREATS	6.30
188255	ALBERTSONS #0067 - WINTERHOLLER BABY	31.16
188266	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	127.50
188267	AMAZON MKTPL*OV3V52GV3 - MORENO PHONE CASE	26.24
188268	ANIMAL MEDICAL CENTER OF - K9 GRU MEDICAL	203.06
188321	NMS LABS - DRUG TESTING FOR HOMICIDE CASE	809.00
188339	FEDEX286454357455 - DRONE SENT BACK FOR REPAIRS	43.17
188340	BEARS NATURALLY CLEAN - FEBRUARY DRY CLEANING	178.50
188343	PSI EXAMS - STROUP PILOT LICENSE	175.00
188358	IN *WILLIAM PETTY - PRATHER & BRASTRUP TRAINING	3,600.00
188359	BEARS NATURALLY CLEAN - FEBRUARY DRY CLEANING - 2N	155.30
188363	PETCO 2419 - K9 FRITZ TREATS	124.87

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
188404	PSI EXAMS - MUSSELL DRONE TEST	175.00
188420	TST* SILVER CREEK - SLT BREAKFAST	83.86
188421	USPS PO 5738000483 - PKG TO CRIME LAB	19.15
188424	OFFICE DEPOT #1080 - DETECTIVES SUPPLIES FOR PRATH	92.38
188446	AMAZON MKTPL*3H98Q81K3 - SMALL PHONE CASE	26.24
188449	AMAZON MKTPL*3F8HL4823 - K9 FRITZ TRAINING COLLAR	49.34
188456	WM SUPERCENTER #1485 - INVESTIGATIVE SUPPLIES	136.00
188463	AMAZON MKTPL*4O6PU36H3 - FIREARMS	446.87
188468	ARBYS 0849 - ANNA K9 TRAINING IN CASPER	7.74
188469	EXXON GOOD TO GO STORE - ANNA K9 TRAINING IN CASPE	11.17
188479	WALMART.COM 8009256278 - WATER FOR PD & ACO	54.70
188486	CONOCO - HOMAX #2 - ANNA K9 TRAINING IN CASPER	9.27
188496	AXON - MOUNTS FOR BODY CAMS	304.00
188504	WAL-MART #1485 - EVIDENCE SUPPLIES	83.73
188505	SQ *FIXIN' STITCHES - PATCHES ON UNIFORMS	40.00
188513	ARBYS 0849 - ANNA K9 TRAINING IN CASPER	7.12
188514	THE HOME DEPOT #6001 - K9 FRITZ SUPPLIES	22.97
	VENDOR TOTAL:	**9,453.58**
	DIVISION TOTAL:	**9,453.58**
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
188217	WAL-MART #1485 - EMERGENCY FINANCIAL FOR VICTIM SE	74.88
	VENDOR TOTAL:	**74.88**
	DIVISION TOTAL:	**74.88**
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
188138	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	225.50
188139	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	60.75
188144	MWI ANIMAL HEALTH - ANIMAL MEDS FROM GRANT FUNDS	24.90

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
188160	CODE 3 ASSOCIATES - SHELTER TRAINING	25.50
188204	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	95.75
188221	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	120.50
188240	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	220.25
188241	RED HILLS VETERINARY HOSP - RABIES	28.00
188297	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	94.00
188298	ANIMAL MEDICAL CENTER OF - RABIES	66.00
188312	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	202.25
188336	MWI ANIMAL HEALTH - ANIMAL CARE	192.35
188385	THE HOME DEPOT #6005 - SHELTER SUPPLIES	35.92
188386	THE HOME DEPOT #6005 - SHELTER SUPPLIES	15.96
188432	WM SUPERCENTER #1485 - ANIMAL CARE	16.41
188433	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	174.27
188434	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	416.50
188437	THE HOME DEPOT #6005 - WRONG ITEM, RETURNED FOR RE	-15.96
188507	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	165.27
	VENDOR TOTAL:	**2,164.12**
2163-ZOETIS INC		
188464	ZOETIS INC - VACCINATIONS	123.50
	VENDOR TOTAL:	**123.50**
	DIVISION TOTAL:	**2,287.62**
	DEPARTMENT TOTAL:	**11,816.08**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
66666-MISC P-CARD VENDOR		
188109	FLAG POLE MAINT. CITY HALL	66.35
188136	FM STAFF MEETING TRAININGS	119.59
188157	BLINDS FOR PD	674.95
188158	HR BLINDS	635.95
188159	HR BLINDS	931.93
188165	TOOLS FOR 126 WORK TRUCK	453.45
188182	TOOLS FOR 126	56.54
188196	SET UP 126 WORK TRUCK	169.14
188210	TOOLS FOR 126	154.74
188232	FLAG POLE MAINT. CITY HALL	63.92
188264	NEW SANDER RACK FM TRUCK	56.41
188265	CH ROOF DRAIN REPAIR IT	109.94
188273	MENARDS GILLETTE WY HUMIDIFIER SUPPLIES	56.95
188295	CHARGE MADE IN ERROR, EMPLOYEE REIMBURSED 3/25/25	61.20
188378	CH CAN LIGHT REPLACEMENT	64.57
188418	WEIGHT RM STORAGE	319.34
188423	WWW.APWA.NET	214.89
188503	REPAIR RESTROOM FAUCETS CH	280.79
	VENDOR TOTAL:	**4,490.65**
	DIVISION TOTAL:	**4,490.65**
50-PUBLIC WORKS ADMIN		
66666-MISC P-CARD VENDOR		
188216	HEATER/ PENS FOR OFFICE SUPPLIES	36.96
188423	WWW.APWA.NET	214.89
	VENDOR TOTAL:	**251.85**
	DIVISION TOTAL:	**251.85**
51-PARKS		
66666-MISC P-CARD VENDOR		
188126	HOSE REEL AND HOSE FOR VAC TRAILER	320.62

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
188137	RETURN ON PURCHASED MATERIALS FOR LIGHTS IN LL CON	-31.98
188185	REPLACEMENT DOOR HANDLE AND LOCK FOR BATHROOM FIRE	12.99
188211	HOOKS FOR SPINNING DRAIN DALBEY PARK	11.97
188242	CABLE TO LOCK SOCCER GOALS DOWN	29.97
188261	BACKPACK SPRAYERS FOR MOWING	498.00
188269	DRINKING FOUNTAIN FILTER ECSC/ WHISKER NAILS ECSC/	87.96
188296	MATERIALS TO REPAIR SINK IN MENS RR	10.48
188335	VAC TRAILER TANK LID	14.99
188360	CDL LICENSE FEE	47.25
188369	DRY ERASE MARKERS PARKS	9.26
188370	STRING TRIMMER LEVERAGE ARMS PARKS	203.96
188381	SMALL TRASH FOR SCOREBOOTHS	31.96
188395	EXTRA LARGE FILE FOLDERS	67.02
188396	BLACK BOARD	67.99
188406	PAINT AND SCRAPERS FOR PARKS SIGNS	102.90
188423	WWW.APWA.NET	214.89
188428	SANDING MATERIALS FOR PARKS SIGN REFURB	26.96
188455	SHEET PROTECTORS PLANTER GUIDE BOOK	17.98
188465	CREDIT FOR CHARGE ON HOTEL ROOMS	-223.26
188484	PART TO REPAIR WATER HEATER IN THE LL RESTROOMS	9.98
188492	ROAD PATCH FOR DALBEY PARK	160.86
188497	PARTS FOR SUMP PUMP SPLASH PAD	17.97
188498	PARTS FOR SUMP PUMP SPLASH PAD	41.65
188499	SAFETY BOOTS FOR MELANIE MARTINEZ	168.29
188500	CPVC CEMENT SPLASH PAD	8.98
188509	MATERIAL TO REPAIR LL DUGOUT FIELD #2	9.98
188510	MATERIAL TO REPAIR DOOR ON LL RESTROOM	45.74
188511	MATERIAL TO REPAIR DOO ON LL RESTROOM	6.37
	VENDOR TOTAL:	**1,991.73**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
	DIVISION TOTAL:	**1,991.73**
53-FORESTRY		
66666-MISC P-CARD VENDOR		
188294	REPLACEMENT PARTS FOR SAWS/ PRUNERS	577.86
188423	WWW.APWA.NET	214.89
188431	CANVA SUBSCRIPTION	30.00
	VENDOR TOTAL:	**822.75**
	DIVISION TOTAL:	**822.75**
54-STREETS		
66666-MISC P-CARD VENDOR		
188274	ASIA WILSON CDL TEST	87.76
188311	1" CONDUIT REPAIR	19.56
188325	MARKERS FOR O'HARA CHANNEL/ SIDEWALK	13.72
188407	MUCK BOOTS FOR STEVE	139.49
188408	BOOTS FOR STEVE	200.00
188411	CFCI OUTLETS FOR DEWATERING WELLS/ SPRAY NOZZLES F	107.86
188423	WWW.APWA.NET	214.89
188475	STEVE WEAVER CDL PERMIT	47.25
188488	CDL PAYMENT LICENSE	47.25
	VENDOR TOTAL:	**877.78**
	DIVISION TOTAL:	**877.78**
	DEPARTMENT TOTAL:	**8,434.76**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
188080	MOTEL - ICMA LOCAL GOV CONFERENCE - RY	987.21
188081	NOTARY SERVICE - PHASE V WATERLINE EASEMENTS	25.75
188098	MEAL - IMSA LOCAL GOV CONFERENCE - JOE, RY	30.23
188099	MEAL - IMSA LOCAL GOV CONFERENCE - JOE	12.58
188100	MEAL - IMSA LOCAL GOV CONFERENCE - JOE, RY	219.84
188101	MOTEL - IMSA LOCAL GOV CONFERENCE - JOE	795.21
188154	TYLER CONFERENCE - JOE S.	1,199.00
188197	ENG MEETING - JOE, JILL, ALEX, TOBY, MATT, KERWIN,	209.79
188422	OFFICE SUPPLIES / SAFETY SUPPIES	45.23
188423	WWW.APWA.NET	644.66
188430	AMAZON MKTPL*YI3NQ49U3 STANDING DESKS	389.00
	VENDOR TOTAL:	**4,558.50**
	DIVISION TOTAL:	**4,558.50**
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
188161	TYLER CONFERENCE - DAVID S.	1,199.00
188176	AIRLINE FEE - TYLER CONFERENCE - DAVID S.	26.99
188177	AIRLINE FEE - TYLER CONFERENCE - DAVID S.	26.99
188178	AIRLINE TICKET - TYLER CONFERENCE - DAVID S.	936.31
	VENDOR TOTAL:	**2,189.29**
	DIVISION TOTAL:	**2,189.29**
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
188104	SIGN SUPPLIES	30.91
188304	SIGN SUPPLIES - CONCRETE REDDI MIX	330.24
188419	FEDEX35000965 SHIPPING	55.85
	VENDOR TOTAL:	**417.00**
	DIVISION TOTAL:	**417.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
63-PLANNING		
66666-MISC P-CARD VENDOR		
188151	TYLER CONFERENCE - MEREDITH D.	1,199.00
188166	AIRLINE TICKET - TYLER CONFERENCE - MEREDITH D.	878.54
188212	WYOPASS MEMBERSHIP - MEREDITH, SHANNON	110.00
188430	AMAZON MKTPL*YI3NQ49U3 STANDING DESKS	389.00
	VENDOR TOTAL:	**2,576.54**
	DIVISION TOTAL:	**2,576.54**
	DEPARTMENT TOTAL:	**9,741.33**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
03-PUBLIC ACCESS		
66666-MISC P-CARD VENDOR		
188357	REPLACEMENT SPEAKERS	157.49
188380	REPLACEMENT POWER SUPPLY FOR VIDEO MIXER	62.99
	VENDOR TOTAL:	**220.48**
	DIVISION TOTAL:	**220.48**
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
188110	POSTAGE	500.00
188309	POSTAGE	500.00
188342	STATEMENT 2.17.25-3.17.25	48.74
	VENDOR TOTAL:	**1,048.74**
	DIVISION TOTAL:	**1,048.74**
32-JUDICIAL		
66666-MISC P-CARD VENDOR		
188131	UNITED 0162464165024 Flight to Tyler Connect	889.25
	VENDOR TOTAL:	**889.25**
	DIVISION TOTAL:	**889.25**
65-PUBLIC AFFAIRS ADMINISTRATION		
66666-MISC P-CARD VENDOR		
188183	MEETING EXPENSE	25.67
188245	B&H PHOTO 800-606-6969 IPAD AND KEYBOARD FOR PA DI	998.00
	VENDOR TOTAL:	**1,023.67**
	DIVISION TOTAL:	**1,023.67**
	DEPARTMENT TOTAL:	**3,182.14**
	FUND TOTAL:	**52,186.01**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
66666-MISC P-CARD VENDOR		
188313	WAT - FREEDOM HILLS CB	99.56
188314	WAT - FREEDOM HILLS CB	24.71
188315	WAT - MADISON M14	550.22
188316	WAT - MADISON M13	550.22
188317	WAT - MADISON M13	537.58
188318	WAT - MEADOW SPRINGS CB	550.22
188319	WAT - FREEDOM HILLS CB	550.22
	VENDOR TOTAL:	**2,862.73**
	DIVISION TOTAL:	**2,862.73**
	DEPARTMENT TOTAL:	**2,862.73**
	FUND TOTAL:	**2,862.73**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
188263	UTILITIES LOBBY WALL CLOCK (RETURNED)	22.86
188331	SERVICE CHARGE (FEB 15 TO MARCH 15, 2025)	37.49
188384	PHONE MESSAGE BOOKS FOR UT ADMIN COORDINATOR DESK	17.22
188413	UTILITIES LOBBY WALL CLOCK (CREDIT FOR RETURN)	-22.86
188414	UTILITIES LOBBY WALL CLOCKS	37.10
188415	BUDGET BOOK SUPPLIES - 2" BINDERS	108.80
188417	BUDGET BOOK SUPPLIES - 2" BINDERS	32.72
188515	KEYBOARD FOR UT ADMIN COORDINATOR/ EXTRA MOUSE PAD	47.53
	VENDOR TOTAL:	**280.86**
	DIVISION TOTAL:	**280.86**
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
188149	MILSOFT 2025 USERS CONFERENCE REGISTRATION	1,865.90
188152	MILSOFT USERS CONFERENCE REGISTRATION	1,865.90
188153	LATH FOR EQUIPMENT/ENGINEERING STAKING	151.20
188180	MILSOFT 2025 USERS CONFERENCE AIRFARE	744.57
188194	2025 MILSOFT USERS CONFERENCE AIRFARE	744.57
188225	MILSOFT 2025 USERS CONFERENCE TRANSPORTATION	136.00
188278	PROJECT MANAGEMENT INSTITUTE REFUND	-5.00
	VENDOR TOTAL:	**5,503.14**
	DIVISION TOTAL:	**5,503.14**
	DEPARTMENT TOTAL:	**5,784.00**
	FUND TOTAL:	**5,784.00**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
66666-MISC P-CARD VENDOR		
188198	SUPPLIES FOR SOLID WASTE	134.99
188423	WWW.APWA.NET	214.89
	VENDOR TOTAL:	**349.88**
	DIVISION TOTAL:	**349.88**
	DEPARTMENT TOTAL:	**349.88**
	FUND TOTAL:	**349.88**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
188082	CURB KEY FOR UNIT 159	47.98
188105	DIGITAL RECORDERS FOR SUPERVISORS	110.52
188106	FR COAT (CP/VFD'S)	269.99
188133	PAINT FOR GRATE	122.75
188134	UNIT 227 TRUCK STOCK	22.54
188140	HOLE SAW AND PILOT BIT FOR DRILLING PIT LIDS	19.79
188145	PIPETTE TIPS	26.58
188146	PIPETTE TIPS	34.18
188156	MANHOLE HOOK FOR UNIT 104	33.42
188168	REGIONAL CP	454.95
188170	DONKEY CREEK 1 - REBUILD OF STATION DISCHARGE PRES	288.74
188175	CRESCENT WRENCH FOR UNIT 129	18.98
188222	PSI EXAM - CANCELLED WWTP LEVEL 1 TEST	-106.00
188223	TRAINING LUNCH (ENTIRE WATER CREW)	35.96
188246	WORK BOOTS	188.99
188247	TUBING CUTTERS/ BALL VALVES FOR UNIT #33	121.55
188259	AIR TANKS FOR D ROAD	60.70
188260	AIR TANKS FOR D ROAD	11.78
188271	SOUTHERN T STOCK	77.84
188275	WORK BLAZER W/LOGO	206.60
188276	EMORY CLOTH	42.48
188277	3" PVC EXPANSION JOINT	48.23
188281	SAW BLADES	151.16
188283	NEW BINDERS TO REPLACE BROKEN ONES FOR ALL AWWA ST	696.58
188293	WATER COURSE FOR LICENSE HOURS	75.00
188305	SDARWS 2025 EXPO ATTENDEE REGISTRATION	135.00
188306	WORK SHIRTS FOR WATER MANAGER	236.79
188326	ANALYZER PLUMBING FOR DC1-2, MADISON	123.70
188327	TOOLS FOR TRUCK 42	163.40

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
188328	DONKEY CREEK - ANALYZER PART FOR REPLUMB OF CLOGGE	110.96
188337	PAINT FOR GRATE/ BOLTS FOR BUCKET	96.03
188338	WATER TREATMENT PLANT OPERATION, VOL 1, ED 7	75.00
188344	PT STOCK	330.24
188345	CONCRETE FOR THRUST BLOCK AT 920 CHERRY LN MAIN BR	147.20
188351	WORK BOOTS	200.00
188354	ANALYZER DRAIN LINE ALL STATIONS	23.85
188355	PRDF IRON REMOVAL FILTER FOR SOFTENERS	99.00
188367	7' CURB STOP WRENCH FOR UNIT 119	61.27
188376	PRDF - FIX SOFTENER #1 SAMPLE LINE	12.55
188377	PRDF PARTS	94.65
188382	904 SOUTH GILLETTE AVE STOCK	40.29
188383	WASHBAY GRATE PLUCKING PARTS	245.51
188402	WORK HI-VIZ VEST AND WORK HOODIE FOR ROBBY	71.98
188403	2 WYDOT COMPLIANT HI-VIZ VESTS (WAREHOUSE DOESN'T	39.58
188405	BORDER STATES INDUSTRIES - Soft Well 18 25SC05	181.80
188409	TRUCK 228 STOCK/ PARTS	644.00
188410	DC2 SURGE TANKS	86.80
188429	904 S GILLETTE AVE STOCK	34.84
188435	MAGNETIC LABELS FOR WATER DEPT LOCKERS/DESKS	22.98
188436	WATER TRAINING FOR NEW HIRE	179.99
188439	NEW HIRE WORK BOOTS	364.94
188443	BORDER STATES INDUSTRIES - MADISON PS CONDUIT PLUG	26.09
188444	iPHONE CASE/SCREEN PROTECTOR (ROBBY KROTZER)	64.88
188445	iPHONE CASE/SCREEN PROTECTOR (TAX CHARGED/RETURNED	68.12
188447	904 S GILLETTE AVE STOCK	25.25
188448	904 S GILLETTE AVE STOCK	37.28
188458	CRUM ELECTRIC SUPPLY CO - MADISON PS CONDUIT PLUG	39.90
188459	iPHONE CASE/SCREEN PROTECTOR (CREDIT FOR RETURN)	-68.12

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
188471	FILLED PROPANE TANKS	31.15
188473	GASET FOR Z1R4	185.23
188474	PARTS FOR GW TANK AND Z1R4 HATCH PARTS	31.55
188476	TRUCK STOCK TOOL TO MOVE ARV IN MADISON WELLS	38.24
188482	LOAD OUT 1 PARTS	47.74
188487	3 RING BINDERS TO ORGANIZE WTR BOOKS IN LIBRARY	92.78
188501	WORK BOOTS	168.29
188502	NEW HYDRO PNUEMATIC TANKS INSTALL	142.62
188516	SAFETY TRAINING FOR NEW HIRE	135.00
	VENDOR TOTAL:	**7,949.64**
2038-POWDER RIVER POWER		
188189	DC-1 DISCHARGE PS1 CLOGGED LINE AND NEW SAMPLE POR	300.02
	VENDOR TOTAL:	**300.02**
1808-SIR SPEEDY		
188470	PROMOTIONAL LIL' RUBBER DUCKS	622.54
	VENDOR TOTAL:	**622.54**
	DIVISION TOTAL:	**8,872.20**
	DEPARTMENT TOTAL:	**8,872.20**
	FUND TOTAL:	**8,872.20**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
66666-MISC P-CARD VENDOR		
188084	EYE WASH BOTTLES	47.61
188085	AMI VC INSTALL	25.14
188086	AMI VC INSTALL	234.48
188087	AMI VC INSTALL	53.89
188088	AMI VC INSTALL	27.38
188089	AMI VC INSTALL	39.96
188125	SUBSTATION NITROGEN SYSTEM	54.14
188143	ELECTRICAL SAFETY DRAWING CONTEST PRIZES	156.04
188181	AMI VC INSTALL	54.94
188208	SUBSTATION SECURITY CAMS	6.50
188209	SUBSTATION SECURITY CAMS	229.36
188226	INSULATED HOT STICK WIPES	175.89
188227	BOLTS/NUTS/WASHERS	31.05
188233	FEDEX34545890 MISC SHIPPING CHARGES	164.21
188239	TIRE CHAIN TIGHTENER	18.75
188251	ACCIDENTAL PERSONAL PURCHASE	27.93
188288	FEDEX34672265 MISC SHIPPING	18.86
188289	OIL RE-TEST/DONKEY CREEK SUB	49.00
188300	SUBSTATION SECURITY CAMS	3.71
188368	PROPANE TORCH	93.96
188416	ELECTRICAL SAFETY DRAWING CONTEST PRIZES	158.92
188419	FEDEX35000965 SHIPPING	55.68
188425	YEAR 3 APPRENTICE BOOKS (JOE O'CONNELL)	751.00
188461	TRENCH SHOVEL	46.38
	VENDOR TOTAL:	**2,524.78**
	DIVISION TOTAL:	**2,524.78**
	DEPARTMENT TOTAL:	**2,524.78**
	FUND TOTAL:	**2,524.78**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
188078	PHOTO EYES	59.59
188079	LED LIGHTING LAMPS	280.28
188097	THE HOME DEPOT #6005 COUNTER GROMMETS FOR SCALE HO	55.76
188102	BACKFLOW REPAIR KIT	103.12
188103	SUPPLIES FOR NEW SCALE HOUSE #2000	113.97
188142	SUPPLIES FOR NEW SCALE HOUSE #2000	632.95
188147	NON FUSED DISCONNECT SWITCH	234.88
188148	1" TO 3/4" THREADED REDUCERS	5.45
188162	1" HUB FOR NON FUSED DISCONNECT	20.48
188167	THE HOME DEPOT #6005 DISPLAY MOUNT HOLE SAW AND TA	175.69
188169	AMAZON MKTPL*FO0RD0M73 WW VAN CELLULAR ANTENNA	219.95
188171	HEADWORKS BLDG MAINT. SUPPLIES	1,018.84
188186	THE HOME DEPOT #6005 MISC ITEMS FOR SCALE HOUSE LA	157.70
188190	SCALE HOUSE SUPPLIES	74.13
188191	CLEANING SUPPLIES - SQUEEGEE	143.17
188192	SCALE HOUSE OFFICE SUPPLIES	109.99
188193	HEADWORKS BLDG MAINT. SUPPLIES	380.38
188206	FILTER BAGS FOR FILTER HOUSING ON HOT WATER SYSTEM	288.74
188207	CHEMICAL SPILL BERM PARTS/KIT FOR POLYMER SYSTEM I	1,373.48
188213	THE HOME DEPOT #6005 SCALEHOUSE CABLE MANAGEMENT	83.86
188215	HEADWORKS MAINT. SUPPLIES	183.81
188224	CHEMICAL SPILL CATCH PLATFORM FOR NEW FERRIC SYSTE	543.48
188228	DRY WALL PATCH FOR BRETT'S OFFICE	13.98
188230	ENGRAVING TOOLS/ CLEANING BRUSH	30.96
188236	OFFICE WALL REPAIR SUPPLIES	172.29
188253	PAINT FOR REPAIRS IN COLLECTION SUPERVISOR'S OFFIC	40.26
188257	AMAZON MKTPL*KR4GI3MA3 SERIAL CABLES FOR SCALEHOUS	57.15
188258	PRESCRIPTION SAFETY GLASSES	290.80
188262	FLOOR SHOVELS FOR NEW BLDG 200	39.96

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
188282	PARTS FOR BP102 STRAP WRENCH	59.34
188284	REPAIR FOR THE FIRST 10' OF VACTOR HOSE	35.00
188285	WATER KEY - TOOL	39.96
188286	TOOLS - HEADWORKS	330.22
188290	SIGNS FOR SCALE HOUSE & HEADWORKS	29.18
188307	SUPPLIES	6.49
188308	FRDGE FOR SCALEHOUSE	658.00
188320	BORDER STATES INDUSTRIES	596.66
188322	WY LEVEL 3 WASTEWATER TREAMENT PLANT EXAM	106.00
188323	FAUCETS FOR 100 & 1600	291.00
188329	SCALE HOUSE OFFICE SUPPLIES	58.97
188330	SCALE HOUSE OFFICE SUPPLIES	182.99
188333	FEDEX34762920 MISC SHIPPING	145.46
188334	SIGNS FOR NEW HEADWORKS/ SCALE HOUSE	134.86
188346	TOOL VEST FOR R. BROWN	93.68
188347	55 GALLON DRUM DOLLY FOR ENERGY BLDG OIL/COOLANT D	154.95
188348	DRUM PLATFORM FOR FERRIC ROOM (BLDG 200 HEADWORK)	302.20
188349	WRENCH, BRUM CLAMP FOR ENERGY BLDG 1500	70.65
188350	DRUM DOLLY FOR ENERGY BLDG 1500	124.25
188352	KEYS FOR LIFT STATION DRYWELL	43.96
188353	CLEANING SUPPLIES	39.91
188364	HIGH BAY LED LIGHT FIXTURES	368.08
188365	HIGH BAY LIGHT FIXTURE	164.01
188366	PNUEMATIC THERMOSTAT COVERS	80.34
188371	SLINGS & SHACKLES FOR INVENTORY	152.73
188372	CHANGE KEY	146.91
188373	BRUSHES FOR CLEANING	162.56
188374	SUPPLIES FOR FIRST AID KITS	17.53
188387	TAMPER PROOF TORX SET	19.97

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
188388	ELECTRONIC OVERLOADS FOR WEST SUPERNATE PUMP	89.56
188389	AUXILLARY CONTACTS FOR WEST SUPERNATE PUMP	28.82
188390	MOTOR CONTACTOR FOR WEST SUPERNATE PUMP	127.33
188391	100va CONTROL POWER TRANSFORMER FOR WEST SUPERNATE	45.82
188392	PHOTO CELL AND LED LAMP	193.30
188393	SUPER GLUE	7.48
188394	PARTS FOR HIGH BAY LIGHTING	243.99
188397	SHIP CAMERA TRANSPORTER FOR REPAIR AND CCU LOANER	107.99
188399	AMAZON MKTPL*4585B6J63 WIRE CONNECTORS	30.37
188400	AMAZON MKTPL*A78169Q93 CRIMP TOOL WIRE AND GROMMET	48.51
188401	2" GASKETS	13.88
188426	PAPER SHREDDER FOR OFFICE	305.98
188438	AIR FILTERS	29.98
188440	AMAZON MKTPL*UV2VG0WS3 SCALEHOUSE LIGHT PUSHBUTTON	29.18
188441	BOMGAARS #66 GILLETTE - HEADWORKS INTRUSION	0.81
188442	BORDER STATES INDUSTRIES - HEADWORKS INTRUSION	190.24
188450	REPAIR SCFM METER	1,500.00
188451	SHIPPING FOR RETURN OF REPAIRED METER	21.61
188452	LED LAMP AND PHOTOCELL FOR UV BUILDING	100.17
188489	DOOR SAFETY SWITCHES FOR MAU1602	39.37
188506	FLASHLIGHT FOR TREVOR	108.24
188512	CDL PRACTICAL TEST	87.76
	VENDOR TOTAL:	**14,871.35**
1697-NORTHWEST SCIENTIFIC INC		
188083	LAB CHEMICALS	137.99
188179	SAMPLE BAGS	84.97
188256	LAB CHEMICALS	221.35
188299	LAB CHEMICALS FOR REPLACEMENT	24.15
188453	LAB GLOVES	596.84

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	**1,065.30**
2038-POWDER RIVER POWER		
188172	CONNECTORS	427.63
188324	REDUCER FOR HAULERS BAY	156.95
	VENDOR TOTAL:	**584.58**
	DIVISION TOTAL:	**16,521.23**
	DEPARTMENT TOTAL:	**16,521.23**
	FUND TOTAL:	**16,521.23**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
66666-MISC P-CARD VENDOR		
188095	FLEET CREW TEMP OFFICE	114.86
188096	NICK STEEL TOE BOOTS	168.29
188111	CW ROOF REPAIR ABOVE PARKS SHOP	61.37
188135	CREDIT	-260.84
188220	REPAIR FLEET EXHAUST FAN	893.52
188279	FLEET CREW RM CABINETS	604.27
188287	FLEET CREW RM PAINTING	172.39
188332	FLEET RENO	305.48
188356	FLEET CREW RM RENO	57.68
188460	FLEET CREW RM	489.32
188483	FLEET EXHAUST FAN REPAIR	124.30
	VENDOR TOTAL:	**2,730.64**
	DIVISION TOTAL:	**2,730.64**
	DEPARTMENT TOTAL:	**2,730.64**
	FUND TOTAL:	**2,730.64**

Expenditure Approval Report
Check Approval Date of 03/31/2025

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
188195	REFUND ON ERICS ASE TEST	-90.00
188205	SUPPLY FOR MOVING BENCH GRINDER	97.43
188231	ASE TEST FOR SARAH	93.00
188243	TONY ASE TEST	93.00
188244	JEREMY ASE TEST	93.00
188248	MAVERIK #476 - PD 7 FUEL	38.00
188254	REPLACEMENT HETED WIPER BLADES	412.35
188270	LINK CABLE FOR 210216	30.98
188303	ASE STUDY BOOKS FOR MECHANICS	575.12
188375	BRAKE PARTS CLEANER	30.90
188412	PARTS FOR VOLVO LOADER TO MAKE SWEEPER WORK	8.45
188457	SHELL OIL 57444279202 - FUEL PD 47	43.46
188477	ERICS ASE TESTS	152.00
188491	HOLIDAY STATIONS 0080 - FUEL PD 3	24.78
188494	FLYING J 758 - FUEL PD 47	38.55
188495	SHELL OIL 57444279202 - FUEL PD 47	23.30
	VENDOR TOTAL:	**1,664.32**
	DIVISION TOTAL:	**1,664.32**
	DEPARTMENT TOTAL:	**1,664.32**
	FUND TOTAL:	**1,664.32**
	GRAND TOTAL:	**93,495.79**

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Member Gross - $35.00

SUGGESTED ACTION:

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

CASE BACKGROUND:

Gillette Community College District - Facilities Cleaning Fee - $35.00

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Conflict Claims

Expenditure Approval Report
Check Approval Date of 05/06/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
21-SAFETY		
5021-GILLETTE COMMUNITY COLLEGE DISTRICT		
188795	FACILITIES CLEANING FEE	35.00
	VENDOR TOTAL:	**35.00**
	DIVISION TOTAL:	**35.00**
	DEPARTMENT TOTAL:	**35.00**
	FUND TOTAL:	**35.00**
	GRAND TOTAL:	**35.00**

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Things to Know Video for May, 2025

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

A Proclamation Designating May 2025 as *Mental Health Awareness Month.*
~ Ashley McRae, Campbell County Prevention Council

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Mental Health Month 2025.pdf

Proclamation

- **WHEREAS,** mental health is essential to everyone's overall health and well-being; and
- **WHEREAS**, mental illness does not discriminate and can impact anyone at any age during anytime of their life; and
- **WHEREAS**, all Americans face challenges in life that can impact their mental health, especially during a pandemic; and
- **WHEREAS**, prevention and awareness is an effective way to reduce the burden of mental health conditions; and
- **WHEREAS,** there are practical tools that all people can use to improve their mental health and increase resilience; and
- **WHEREAS**, mental health conditions are real and prevalent in our county and nation; and
- **WHEREAS**, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and
- **WHEREAS**, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts; and
- **WHEREAS**, we all have a role to play in ending the stigma around mental health issues and it starts by showing compassion, so everyone feels comfortable seeking help.

NOW, THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette hereby proclaim May 2025 as

"Mental Health Awareness Month"

in Gillette. We call upon all members of our community to support efforts that increase community awareness, understanding, and action to promote Mental Health awareness in Gillette and across our nation.

Dated this 6th Day of May 2025

_____ _____

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

A Proclamation Designating May 2025 as *Supervised Visitation Awareness Month*.
~ Visitation & Advocacy Center

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Visitation & Advocacy 2025.pdf

PROCLAMATION

Whereas, Supervised Visitation refers to a vital service ensuring the safety and well-being of children during visits with non-custodial parents or guardians under the supervision of a neutral third party.

Whereas, it is imperative to acknowledge the importance of Supervised Visitation in facilitating healthy parent-child relationships, enabling children to maintain contact with both parents in a secure environment.

Whereas, the awareness of Supervised Visitation is crucial in promoting understanding and support for families navigating complex custody arrangements, ensuring the protection of children from potential harm or conflict.

Whereas, recognizing the challenges faced by families requiring supervised visitation services underscores the need for accessible resources, support networks, and trained professionals to facilitate positive interactions and transitions for children and families.

Whereas, promoting awareness of Supervised Visitation encourages communities, policymakers, and stakeholders to prioritize the well-being and safety of children in family dynamics, fostering environments conducive to their growth, development, and emotional security.

Now, therefore, I, Shay Lundvall, Mayor of Gillette, Wyoming do proclaim May 2025 as

Supervised Visitation Awareness Month

and call upon individuals, organizations, and communities to join in raising awareness, advocating for resources, and supporting initiatives that uphold the rights and welfare of children and families involved in supervised visitation arrangements.

Dated this 6th day of May 2025.

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

A Proclamation Designating May 6-12, 2025 as *Nurses Week.*
~ Wyoming Nurses Association

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Nurses Week 2025.pdf

Proclamation

Whereas, registered nurses in Wyoming constitute our state's largest health care profession, and

Whereas, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the Wyoming population in a wide range of settings, and

Whereas, the Wyoming Nurses Association, as the voice for registered nurses in this state, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our state's registered nursing resources, and

Whereas, professional nursing is an indispensable component of the safety and quality of care of hospitalized and non-hospitalized patients, and

Whereas, the demand for registered nursing services will be greater than ever because of the aging of the Wyoming population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services, and

Whereas, more qualified registered nurses are needed in the future to meet the increasingly complex needs of health care consumers in this community, and

Whereas, the cost-effective, safe, and high-quality health care services provided by registered nurses will be an increasingly important component of the Wyoming health care delivery system in the future, and

Whereas, the Wyoming Nurses Association has declared May 6-12 as Nurses Week, with the theme "The Power of Nurses," with appreciation for nurses' unparalleled impact and their contributions to health care, and an open invitation to #ThankANurse for enriching our lives and the world we live in.

NOW, THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, do hereby proclaim
May 6-12, 2025 as

Nurses Week

and be resolved, that the residents of Wyoming celebrate registered nurses' accomplishments and efforts to improve our health care system and show our appreciation for the state's registered nurses not just during this week, but at every opportunity throughout the year.

Dated this 6th Day of May 2025

_____ _____

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

A Proclamation Designating May 2025 as *National Historic Preservation Month*.
~ Gillette Historic Preservation Commission

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Historic Preservation 2025.pdf

PROCLAMATION

Whereas, Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability.

Whereas, the historic houses and buildings of Gillette help make our City unique and provide links to the vision of our City's pioneers and their descendants.

Whereas, these fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage.

Whereas, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds.

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

Whereas, National Historic Preservation Month is May; and Gillette's celebrations this May are co-sponsored by the Gillette Historic Preservation Commission and the National Trust for Historic Preservation.

NOW, THEREFORE, the City Council and Mayor, on behalf of the citizens of Gillette, do proclaim May 2025 as

"NATIONAL HISTORIC PRESERVATION MONTH"

And call upon the people of the City of Gillette to join their fellow citizens across the United States in recognizing and participating in this special observance.

Dated this 6th day of May, 2025

_____ _____

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Charter Franchise Negotiation Update

STAFF REFERENCE:

Sean Brown, City Attorney

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

TNR Presentation

STAFF REFERENCE:

Chuck Deaton, Chief of Police

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.

SUGGESTED ACTION:

I move to approve a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.

CASE BACKGROUND:

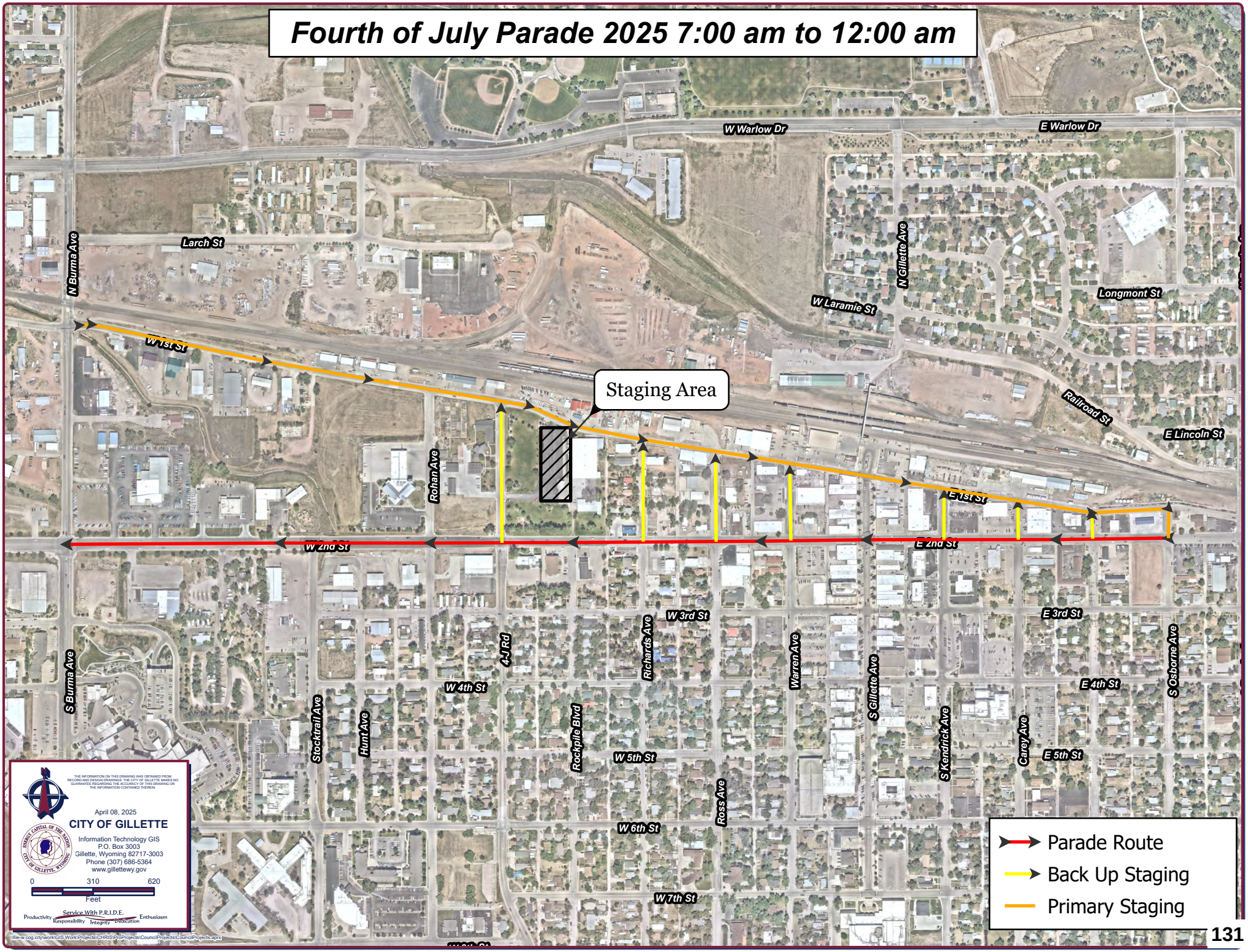
Parade route will begin at the corner of Osborne Avenue from East to West, and end at Burma Avenue headed North. Staging will take place on 1st Street including all side streets between 1st and 2nd Streets. Darla Cotton has been in contact with Ellsworth AF Base and plans to request a flyover again this year. This year's theme is Blazing Bravery, Burning Bright and will honor Campbell County Fire Department.

Darla Cotton with CCPR will be in attendance at the meeting to provide details of events, and once approved, will meet with City Public Works and P.D. to coordinate.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP
Certificate of Insurance


Fourth of July Parade 2025 7:00 am to 12:00 am
W Warlow Dr
E Warlow Dr
Larch St
N Burma Ave
N Gillette Ave
W Laramie St
Longmont St
W 1st St
Staging Area
Railroad St
E Lincoln St
Rohan Ave
E 1st St
W 2nd St
E 2nd St
W 3rd St
E 3rd St
4-J Rd
Richards Ave
Warren Ave
S Burma Ave
S Gillette Ave
S Osborne Ave
W 4th St
E 4th St
Stocktrail Ave
Hunt Ave
Rockpile Blvd
S Kendrick Ave
Carey Ave
W 5th St
E 5th St
Ross Ave
W 6th St
W 7th St
Parade Route
Back Up Staging
Primary Staging
April 08, 2025
CITY OF GILLETTE
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Enthusiasm

CAMPCOU-17 JMCKILLOP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

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 have ADDITIONAL INSURED provisions or 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 License # 6024 HUB International Mountain States Limited PO Box 819 Gillette, WY 82717	CONTACT NAME: Jennifer McKillop PHONE (A/C, No, Ext): (307) 686-0313 FAX (A/C, No): (307) 687-1473 E-MAIL ADDRESS: jennifer.mckillop@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Charter Oak Fire Insurance Company — 25615
INSURED Campbell County 500 S. Gillette Ave., Ste 1200 Gillette, WY 82716-4239	INSURER B : The Travelers Indemnity Company — 25658
	INSURER C : Travelers Property Casualty Company of America — 25674
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ZLP21P55015	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						WY STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			8103S182556	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			ZUP61N42064	7/1/2024	7/1/2025	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Special Event Permit on June 21, 2025 for a Donkey Creek Music & Arts Festival on Warren Avenue between 1st and 2nd Street from 7:00 a.m. to 11:59 p.m., this event will include an Open Container Permit, Requested by Big Lost Meadery.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit that was requested by Big Lost Meadery.

CASE BACKGROUND:

Big Lost Meadery is requesting a Street Closure on Warren Ave. between 1st and 2nd Street for the annual Donkey Creek Music Festival. The Open container permit will allow drinks over the entire area of the Donkey Creek Music Festival. They will have all of Big Lost Meadery open, plus Warren Ave between 1st and 2nd street, Willow Tree Therapy parking lot, and 2 Guy's Deco parking lot.
They expect 500 persons at the event and will have outdoor music.

Barricades are requested from the Streets Department.
10 Total Rollouts are requested from the Solid Waste Department.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP
Insurance

Donkey Creek Music Festival June 21 7:00 am to 11:59 pm



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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.

April 21, 2025

CITY OF GILLETTE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2025

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.

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PRODUCER Roaring Fork Insurance 17 N Mesa Ave Montrose CO 81401	**CONTACT NAME:** Aaron Linden **PHONE (A/C, No, Ext):** (307) 752-5961 **FAX (A/C, No):** (970) 429-5701 **E-MAIL ADDRESS:** aaron@roaringforkins.com
INSURED Big Lost Meadery, LLC 2207 Big Lost Dr. Gillette WY 82718	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great American Insurance Group / Z0028 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2542281345 **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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAC3012626-06	01/28/2025	01/28/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(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)

Donkey Creek Street Closure.

CERTIFICATE HOLDER

City of Gillette
201 E. 5th Street

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.

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Special Event Permit on June 28, 2025 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.

SUGGESTED ACTION:

I move to approve a Special Event Permit on June 28, 2025 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.

CASE BACKGROUND:

Clean Rides Car Show, hosted by BTK Detailing, would like to close down the road in front of their shop to have vehicles lined up and down Frontage Road for a car show.
Barricades are requested.

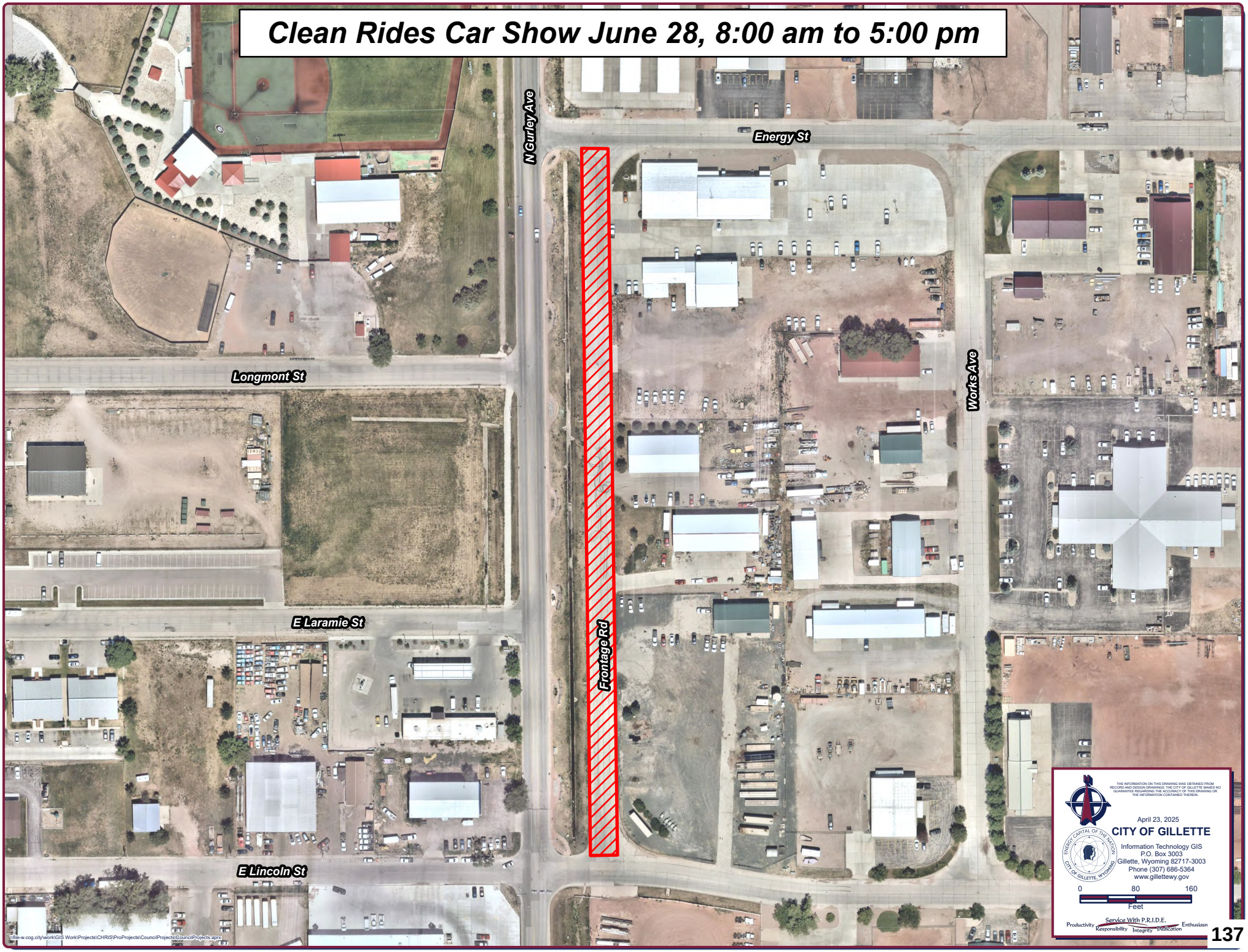
8 Total Rollouts are also requested.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP

Clean Rides Car Show June 28, 8:00 am to 5:00 pm



CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Bid Award for the Fox Park Monitoring Building Project to Hladky Construction, Inc., in the Amount of $411,120.27 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Fox Park Monitoring Building Project to Hladky Construction, Inc., in the Amount of $411,120.27 (1% Project).

PROJECT NUMBER:

22WA02

CASE BACKGROUND:

The Fox Park Monitoring Building consists of installing a new CMU building for use in monitoring water flows and quality in the Gillette water system. With the new Madison system installed, the question of how the water flowed through the system arose. The new building will be used to monitor the flow rates through the 30" Madison line. The knowledge of how flow moves through the system will allow the water department to better monitor quality and manage water shutdowns. This project will install a new CMU building and flow monitor at the corner of Highway 51 and Fox Park Ave.

The City of Gillette, Purchasing Division, opened bids for this project on Tuesday, March 25th, 2025 at 2:00 P.M. A total of four bids were received, all four were regular and responsive bids.

The attached and below is the bid opening results table summarizes the bids received and the Engineer's Estimate.

Bidder	Total Bid
Hladky Construction, Inc.	$411,120.27
Powder River Construction, Inc.	$433,588.70
S & S Builders, LLC	$474,360.00
Wyoming Earthmoving Corporation	$498,424.19

Engineer's Estimate (Morrison-Maierle)	$534,450.00

The largest single item that was different between the bids and the estimate is the CMU Monitoring Building. This item has dropped considerably over recent years as more are built and contractor's are familiar with what is required. Nothing appears out of line or questionable with the bids.

Monies for this project have been budgeted and fully funded from 1% Optional Sales Tax Fund, in FY 2025.

ACTUAL COST VS BUDGET:

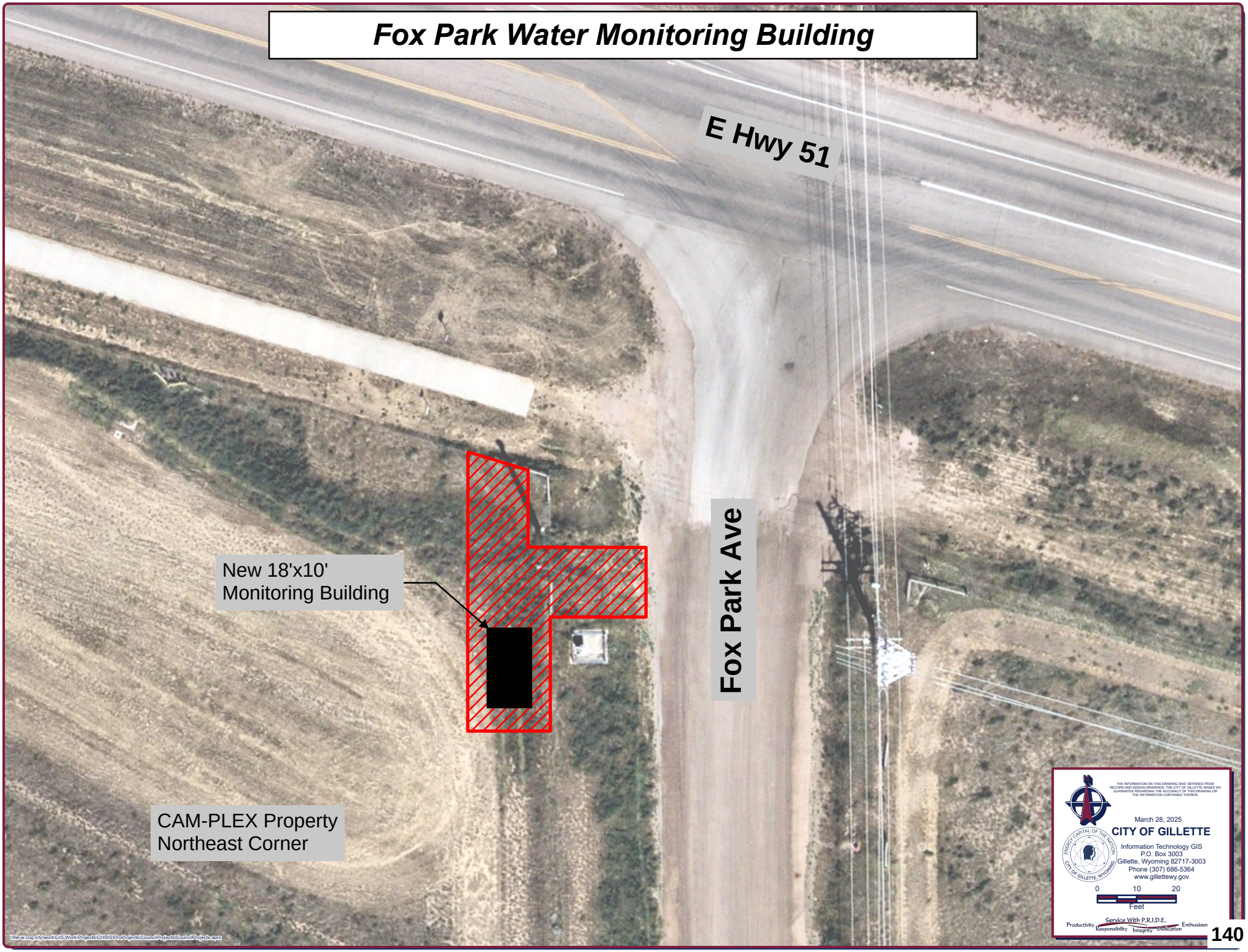
Actual Bid Amount $411,120.27; Allocated Budget $650,000.

STAFF REFERENCE:

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

ATTACHMENTS:
Site Map

Fox Park Water Monitoring Building



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.

March 28, 2025

CITY OF GILLETTE

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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Bid Award for the 2025 Large Patch Project to S&S Builders, LLC, in the Amount of $59,595.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Bid Award for the 2025 Large Patch Project to S&S Builders, LLC, in the Amount of $59,595.00 (1% Project).

PROJECT NUMBER:

25EN35

CASE BACKGROUND:

The Large Patch Project (Project) is needed to remove and replace the existing damaged asphalt surfacing located at the intersection of 7th St and the Twin Spruce alley (see attached map). Last year, the Twin Spruce Alley Sewer Replacement Project was completed and due to unforeseen issues with hitting hard sandstone with the boring equipment, the sewer installation work took longer than expected to install. Therefore, the existing surfacing could not be replaced as planned prior to school (and school traffic) starting up last fall. The existing surfacing was left in place to allow traffic to use during school pickup and drop-offs. This Project will replace the existing surfacing with new concrete and will be completed later this summer 2025.

SCHEDULE: The project will begin no earlier than June 5, 2025, and will be completed by August 5, 2025, to accommodate the school season.

BIDS: Three (3) contractors submitted regular and responsive bids at 10:00 AM on April 24, 2025 with S & S Builders, LLC being the lowest bidder.

BIDDER	
S & S Builders	**$59,595.00**
Powder River Construction	$91,040.00
Falcon Construction	$76,518.00

Engineer's Estimate $76,658.91

The Project is fully funded with the Optional 1% Sales Tax Fund with funds allocated from the FY2025 budget in the amount of $200,000.00.

ACTUAL COST VS BUDGET:

Actual cost - $59,595.00 ; Allocated Budget - $200,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Location MAP

2025 Large Patch Projects Phase 1



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.

April 10, 2025

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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Bid Award in the Amount of $249,755.00 for the City Hall IT Telecom AC Replacement Project to Powder River Heating & Air Conditioning Inc.

SUGGESTED ACTION:

Council Consideration for Approval of a Bid Award in the Amount of $249,755.00 for the City Hall IT Telecom AC Replacement Project to Powder River Heating & Air Conditioning Inc.

PROJECT NUMBER:

24FM03

CASE BACKGROUND:

Demo existing Leibert air conditioning unit from the IT telecom room and City Hall roof.
Install a new Leibert air conditioning system to plans and specs.
Funds for this project were approved in the 2024/2025 CIP Budget in the amount of $250,000.

Estimated Start Date: May of 2025
Estimated Duration of Project: 2 to 4 Weeks

ACTUAL COST VS BUDGET:

Actual cost is $249,755 Budgeted amount is $250,000

STAFF REFERENCE:

Sawley Wilde, Public Works Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Bid Award in the Amount of $243,760.00 for the Heated Vehicle Storage Roof Restoration Project to Raisley Painting.

SUGGESTED ACTION:

Council Consideration for Approval of a Bid Award in the Amount of $243,760.00 for the Heated Vehicle Storage Roof Restoration Project to Raisley Painting.

PROJECT NUMBER:

24FM04

CASE BACKGROUND:

Power washing, sealing screws and joints with Tremco Solar guard seam sealer. Apply single coat Solar Guard rust primer. After detailing and priming, apply an Acrylic 1 gal/100sqft base coat, 1 gal/100sqft finish coat. (16 wet mils) per coat of Solar Guard 6083.

- Provide Owner with 2 Year Contractor's Warranty
- Provide Owner with 12 Year Manufactures Warranty

Funds for this project were approved in the 2024/2025 CIP Budget in the amount of $250,000.

Estimated Start Date: May of 2025
Estimated Duration of Project: 4 to 6 Weeks

ACTUAL COST VS BUDGET:

Actual Cost is $243,760. Budgeted amount is $250,000.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration for the Acceptance of Bid to Floyd's Truck Center, Gillette, Wyoming in the amount of $499,265.20 for their bid on one (1) new Autocar Cab & Cassis with one (1) new McNeilus Automated Refuse Compactor Body.

SUGGESTED ACTION:

Council Consideration for the Acceptance of Bid to Floyd's Truck Center, Gillette, Wyoming in the amount of $499,265.20 for their bid on one (1) new Autocar Cab & Cassis with one (1) new McNeilus Automated Refuse Compactor Body.

CASE BACKGROUND:

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

Bidder	Make/Model	Bid Price	Notes
Floyd's Truck Center, Gillette, Wy	2026 Autocar ACX64 Chassis with 2026 McNeilus ZR Zero Radius ASL Side Load Body	$499,265.20	3 Minor Model Year Change Exceptions
No Other Bids			

ACTUAL COST VS BUDGET:

Budgeted cost is $405,232 and actual cost is $499,265.20. Difference of $94,033.20.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration for the Acceptance of Public Improvements for the 2024 Concrete Pothole Repair Phase 2 Project, Installed by S&S Builders, LLC, in the Amount of $235,220.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the 2024 Concrete Pothole Repair Phase 2 Project, Installed by S&S Builders, LLC, in the Amount of $235,220.00 (1% Project).

PROJECT NUMBER:

25EN12

CASE BACKGROUND:

Due to normal traffic and weathering, potholes regularly form and grow in our City streets over time. A pothole is typically formed when a crack in the surfacing allows water to run into it, which then freezes, causing ice to expand and widen the crack. As the crack widens and vehicles continually hit it, the surfacing begins to deteriorate and break off. To help maintain the current pavement condition index for the street network infrastructure and minimize the number of potholes in the streets, the council allocated funding to repair potholes throughout the City of Gillette.

Given the favorable pricing for this project, we were able to increase the number of areas repaired from 12 to 21. These areas are located throughout the City of Gillette.

ACTUAL COST VS BUDGET:

Actual Cost: $235,220.00; Budget: $250,000.00

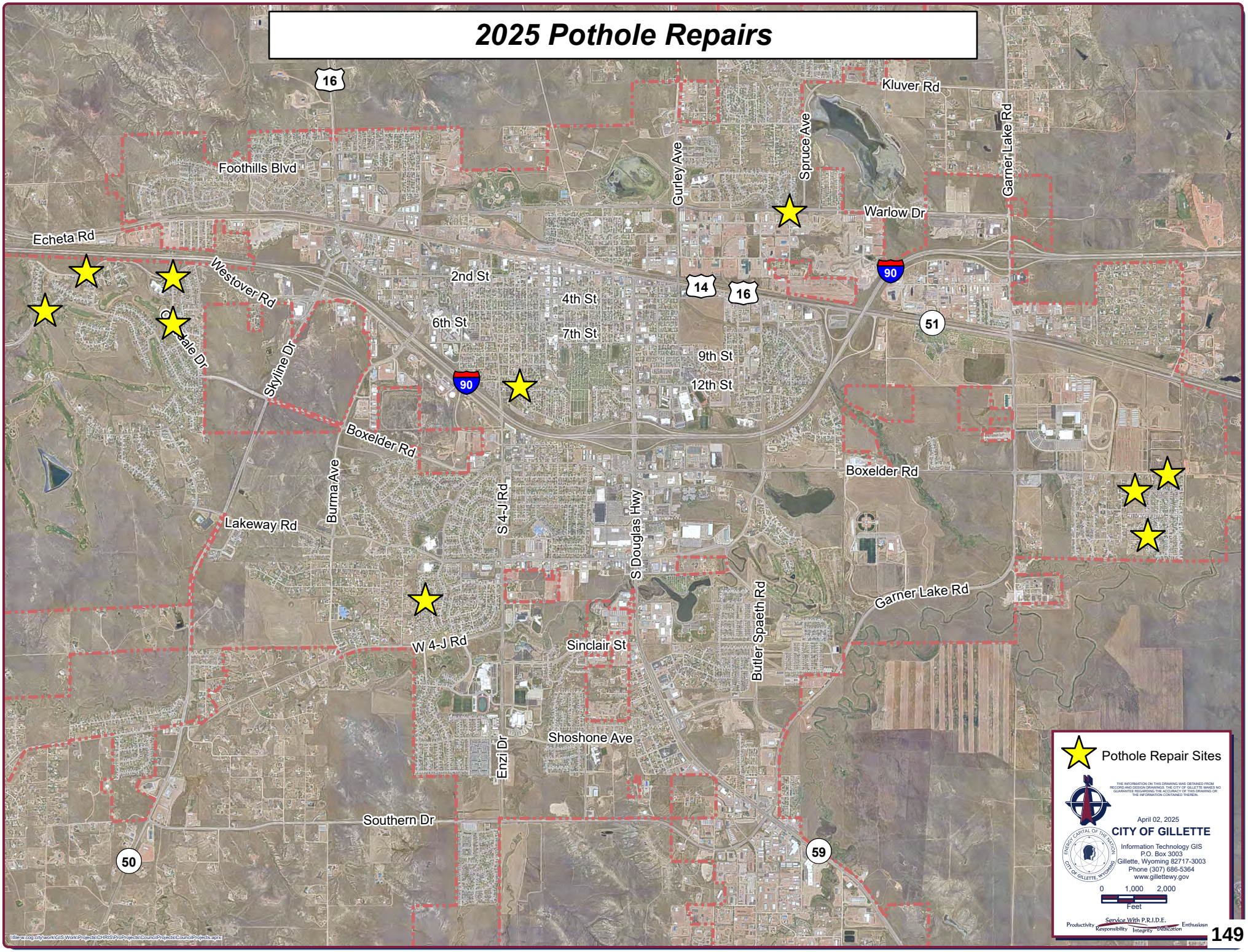
STAFF REFERENCE:

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

ATTACHMENTS:
Project Location Map

Certificate of Final Completion
Certificate of Substantial Completion
Warranty

2025 Pothole Repairs



CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project Name: 2024 Concrete Pothole Repair Ph2

Project No.: 25EN12

Date of Contract: Sept. 9th, 2024

Owner: City of Gillette

Contractor: S & S Builders, LLC

Engineer: Kerwin Burton

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

3-20-25
Date of Final Completion

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

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

DATED this 20th day of March, 20 25

S&S Builders, LLC
CONTRACTOR (COMPANY NAME)

Lori Manning Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Lori Manning, this 20th day of March, 2025

Witness my hand and official seal

Desiree Hippen - Notary Public
STATE OF WYOMING
Commission Number: 156187
My Commission Expires: February 4, 2028

Desiree Hippen
Notary Public

My commission Expires: 2/4/28

CITY OF GILLETTE

_____ _____
(Name), Mayor Date

(S E A L)
ATTEST:

_____
(Name), City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: 2024 Concrete Pothole Repair Ph2

Project No.: 25EN12

Owner: City of Gillette

Date of Contract: Sept. 9th, 2024

Contractor: S & S Builders, LLC

This Certificate of Substantial Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

3-20-2025
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

_____ Amended Responsibilities
_____ Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 20th day of 20 25

S&S Builders, LLC
CONTRACTOR (COMPANY NAME)

Lori Manning Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Lori Manning, this 20th day of March, 2025

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Desiree Hippen - Notary Public
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Notary Public

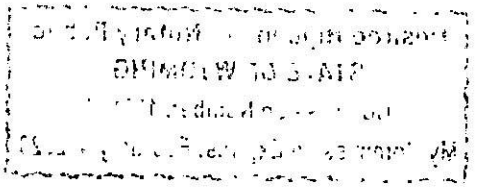
My commission Expires: 2/4/28

CITY OF GILLETTE

_____ _____
(Name), Mayor Date

(S E A L)
ATTEST:

_____
(Name), City Clerk



WARRANTY

S&S Builders, LLC (Contractor)

S & S Builders LLC, Contractor, hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the 2024 Concrete Pothole Repair Ph2 FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for 2024 Concrete Pothole Repair Ph2.

DATED this 20th day of March, 20 25

S&S Builders, LLC
CONTRACTOR (COMPANY NAME)

Lori Manning Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Lori Manning, this 20th day of March, 20 25

Witness my hand and official seal

Desiree Hippen - Notary Public
STATE OF WYOMING
Commission Number: 156187
My Commission Expires: February 4, 2028

Desiree Hippen
Notary Public

My commission Expires: 2/4/28

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of Amendment No. 1 for Additional Construction Management Services for the Cam-Plex Lift Station with HDR Engineering, Inc., in the Amount of $94,095.00 (1% Project).

SUGGESTED ACTION:

I move to Approve Amendment No. 1 for Additional Construction Management Services for the Cam-Plex Lift Station with HDR Engineering, Inc., in the Amount of $94,095.00 (1% Project).

PROJECT NUMBER:

22EN19

CASE BACKGROUND:

The attached Amendment #1 for additional construction management services is needed due to additional work and working days added to the project. 50 additional working days were added to the project due to additional work added to the project. The additional work included a new gravity served connection to the Fox Park Lift Station, added water line improvements, modifications at the lift station site (IE-extended culverts, added a drain line, etc.) and a relocation of a new manhole. Other factors that affected the contractors timeframe included hitting unexpected hard sandstone material while excavating and needing to relocate a sewer manhole due to an unknown bend in the existing sewer main. All of these items justified a project inspector to be onsite to help address these changes and ensure installation methods followed city specifications. The contractor is also paying liquidated damages with this project until the project is fully complete. At this time, the liquidated damages withheld from the contractor due to not completing the project within the specified time of 180 days are $80,000 (40 working days).

The original construction management agreement with HDR Engineering, Inc. was signed on May 2, 2023, for $276,214.00. The attached Amendment #1 for additional construction management services totals $94,095, which totals $370,309.00. Due to the construction portion of the project coming in under the allocated budgeted amount and withholding liquidated damages from the contractor, the allocated project budget still has $200,000 remaining to help offset any additional unforeseen costs with the project.

STAFF RECOMMENDATION:

ACTUAL COST VS BUDGET:

Actual cost $370,309.00 ; Allocated budget $400,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Amendment #1
Agreement
Cam-Plex Lift Station Map

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on May 2, 2023 to perform engineering services for Cam-Plex Wastewater Lift Station and Force Main (22EN19) – Construction Administration ("Project");

CITY OF GILLETTE ("Owner") desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

Below is a summary of items which required additional engineering services, construction administration and resident project representative services:

- Contractor Change Order No. 2 – 20 Contract Working Days added for removal of the Fox Park Lift Station and related gravity sewer installation (increase from 130 to 150).
    - 15 days full-time Resident Project Representative
    - 5 days part-time Resident Project Representative

- Contractor Change Order No. 6 – 12 Contract Working Days added for miscellaneous additions to the work (increase from 150 to 162).
    - 5 days full-time Resident Project Representative
    - 7 days part-time Resident Project Representative

- Contractor Change Order No. 7 – 18 Contract Working Days added for miscellaneous additions and delay in lift station startup due to holidays (increase from 162 to 180).
    - 7 days full-time Resident Project Representative
    - 9 days part-time Resident Project Representative

- Total Working Days to Completion are estimated to be 235 (currently at 227 Working Days as of January 16, 2024, with shutdown until final reclamation can be completed in the spring). This results in 55 days of additional engineering services (235 Working Days for estimated completion minus 180 Working Days for current Contract Time).
    - 25 days full-time Resident Project Representative
    - 30 days part-time Resident Project Representative

- Additional project management and processing of Contractor application for payments due to increased construction timeline.

NOW, THEREFORE, HDR and Owner do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Exhibit A – Engineer's Services

Part A1.05 Construction Phase, shall be modified as shown below. Changes are shown in blue. Sections not included are unchanged.

A1.05 Construction Phase

C. Construction Phase Assumptions:

1. No more than 36 construction progress meetings will be held
2. Full time RPR inspection (8 hours per day, Monday through Friday) will be limited to ~~60~~ 97 Working Days for the Cam-Plex lift station underground, gravity main and force main.
3. Part time RPR inspection (4 hours per day, Monday through Friday) will be limited to ~~70~~ 116 Working Days beyond the full-time RPR inspection listed above for the Cam-Plex lift station.
4. Cost of construction staking and independent testing laboratory will be provided by the Contractor.
5. Full time RPR inspection (8 hours per day, Monday through Friday) will be limited to 15 Working Days for the Fox-Park lift removal and gravity main.
6. Part time RPR inspection (4 hours per day, Monday through Friday) will be limited to 5 Working Days for the Fox-Park lift removal and gravity main.

Exhibit C – Payments to Engineer for Services and

Part C2.01, A 4, shall be modified as shown below. Changes are shown in blue. Sections not included are unchanged.

4. The total compensation for services under Paragraph C2.01 is estimated to be ~~$276,214.00~~ $370,309.00 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	~~$276,214.00~~ $370,309.00
~~f.~~	~~Post Construction Phase~~	~~$0.00~~

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	CITY OF GILLETTE ("Owner")
By: Jason L. Kjenstad	By:_____
Title: Senior Vice President	Title:_____
Date: February 17, 2025	Date:_____

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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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 May 2, 2023 ("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:
Cam-Plex Wastewater Lift Station and Force Main (22EN19) – Construction Administration ("Project").

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;

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

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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 the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall

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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:

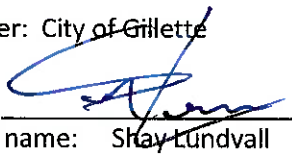
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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

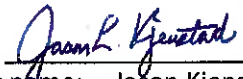
By: 

Print name: Shay Lundvall

Title: Mayor

Date Signed: May 2, 2023

Engineer: HDR Engineering, Inc.

By: 

Print name: Jason Kjenstad, PE

Title: Sr Vice President

Date Signed: April 17, 2023

Engineer License or Firm's Certificate No. (if required):
WY-E 004

State of: Wyoming

Address for Owner's receipt of notices:
201 E. 5th Street
P.O. Box 3003
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Nick Marty, PE
Title: Senior Civil Engineer
Phone Number: 307-686-5265
E-Mail Address: nickm@gillettewy.gov

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 21 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2023.

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 gravity and force main sanitary sewer lines 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.

    b. Provide Operation and Maintenance Manual including the following:

        1) PDF document with hyperlinks.
        2) Tables with part, numbers, set points, warning/alarm points, and routinely serviced items.
        3) Process flow diagram.
        4) Steps to operate under normal conditions.
        5) Operation and maintenance, submittal, and shop drawing 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

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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. *Construction Phase Assumptions:*

1. No more than 36 construction progress meetings will be held

2. Full time RPR inspection (8 hours per day, Monday through Friday) will be limited to 60 Working Days for the Cam-Plex lift station underground, gravity main and force main.

3. Part-time RPR inspection (4 hours per day, Monday through Friday) will be limited to 70 Working Days beyond the full-time RPR inspection listed above for the Cam-Plex lift station.

4. Cost of construction staking and independent testing laboratory will be provided by the Contractor.

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. Operation and Maintenance Manual

7. DEQ Certificate of Completion

8. 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: [ ]~~

~~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.~~

A1.07 *Arc Flash Study and Labeling*

A. The purpose of an arc flash study is to determine the amount of energy that could be released from electrical equipment in the event of a fault on the electrical system. The amount of energy released will determine what safety measure the worker needs to take to remain as safe as possible while doing the required work.

B. Per OSHA, Owners are responsible for providing appropriate safety programs; therefore, HDR provides the following disclaimer:

"HDR's arc flash hazard analysis is performed pursuant to NFPA 70E and IEEE Standard 1584 for purposes of calculating the flash protection boundary distances and incident energy levels. The analysis does not include the recommendation of personal protective equipment (PPE), electrical safety programs, operating procedures, training, or tool selection. This information is provided solely for the use of the owner of the facility, and no other person (including but not limited to owner's employees or contractors) is an intended beneficiary of this information, and HDR assumes no duties towards them."

C. If the City desires PPE requirements printed on the labels, the City will need to provide the PPE requirements in writing to the Engineer for inclusion into the labels.

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D. The following are the required tasks for an arc flash study for City's Cam-Plex Lift Station:

1. Task 1: Determine scope of the study.
   - How many scenarios are to be evaluated (e.g. normal power and generator power).
   - What is the PPE category goal? Typically, 8 Cal/cm2 is used.
   - Determine what data is printed on the labels
   - Is line side data included?
     - Just worst-case scenario?
     - Label for each scenario?
     - What NFPA 70E data?
       - System voltage
       - Arc flash boundary
       - Incident energy
       - PPE data based on City provided safety standard requirements (HDR does not determine PPE)
   - Included: Switchboards, panelboards, motor control centers and industrial control panels with motor starters or VFDs.

2. Task 2: Data Gathering:
   - Construction drawings produced in earlier tasks.
   - Digital photos of equipment arrangement in the room.
   - Detailed as constructed single line diagram with all the required data.
     - Equipment names or tag number
     - Equipment nameplate data (Volts, amps, short circuit withstand, etc)
     - Cable length and size
     - Transformer impedance
     - Breaker manufacturer and model # and any dial settings
     - Fuse manufacturer and model
     - Industrial control panel breaker or fuse data
     - Motor HP for all motors
     - Generator nameplate data.

3. Task 3: Utility fault current data:
   - Contact utility to obtain the range of fault current and X/R ratio at the secondary of the service transformers. The City will provide utility contact info.

4. Task 4: SKM Model:
   - Create a model of the electrical system using the gathered data.

5. Task 5: Short circuit study:
   - Review the SKM short circuit report for errors, fix errors and rerun the study.
   - Compare available fault current with equipment ratings and report underrated equipment.

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6. Task 6: Protective coordination study:
    - Review the SKM time current curves and report devices that are not coordinated with upstream devices.
    - Recommend repair solutions.

7. Task 7: Arc Flash study:
    - Use IEEE 1584-2018 methods.
    - Review the SKM arc flash report for errors, fix errors and rerun the study.
    - Recommend solutions to lower PPE Category, if necessary.

8. Task 8: Report:
    - For worst case scenarios the report shall include for each piece of equipment:
        - Short circuit current.
        - Arc flash boundary.
        - Incident energy level.
    - Recommended repair and corrective actions.

9. Task 9: Quality Control Review:
    - HDR Senior Engineering staff review the report.
    - Revise report based on any comments.

10. Task 10: Print labels.

11. Task 11: Review meeting:
    - Review the report with the City representatives in person, via teleconference, or via teleconference and web conference.
    - A final revised copy of the report will be provided after any corrections or updates based on the review meeting.
    - Submit final report.
    - Submit labels to be installed by Owner.

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.

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2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    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:

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a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. 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).

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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. 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.

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3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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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 May 2, 2023.

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 May 2, 2023.

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 $276,214.00 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 $276,214.00

~~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.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 an eight-hour workday, Monday through Friday for 60 Working Days and part-time RPR services for a four-hour workday, Monday through Friday for 70 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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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 May 2, 2023.

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:

Direct Expenses	
Drone	$275.00 per day
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
HDR Vehicle Mileage	$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing:	
B&W 8.5x11	$0.041 each
Color 8.5x11	$0.138 each
B&W 11x17	$0.079 each
Color 11x17	$0.273 each
Plots Bond	$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants 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 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

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

B. *Schedule:*

HDR Engineering
2023 Hourly Billing Rates

Enclosed are the 2023 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.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
Project Manager I	170
Engineer VI	195
Engineer V	180
Engineer IV	170
Engineer III	145
Engineer II	130
Engineer I	120
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer IV	195
System Integrator Engineer III	175
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
Engineering/Field Services Technician I	105

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Cadd/GIS Technician V	155
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	185
Construction Engineer III	175
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	95
Admin Assistant	70

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

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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 May 2, 2023.

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 Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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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 May 2, 2023.

[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 May 2, 2023.

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 May 2, 2023.

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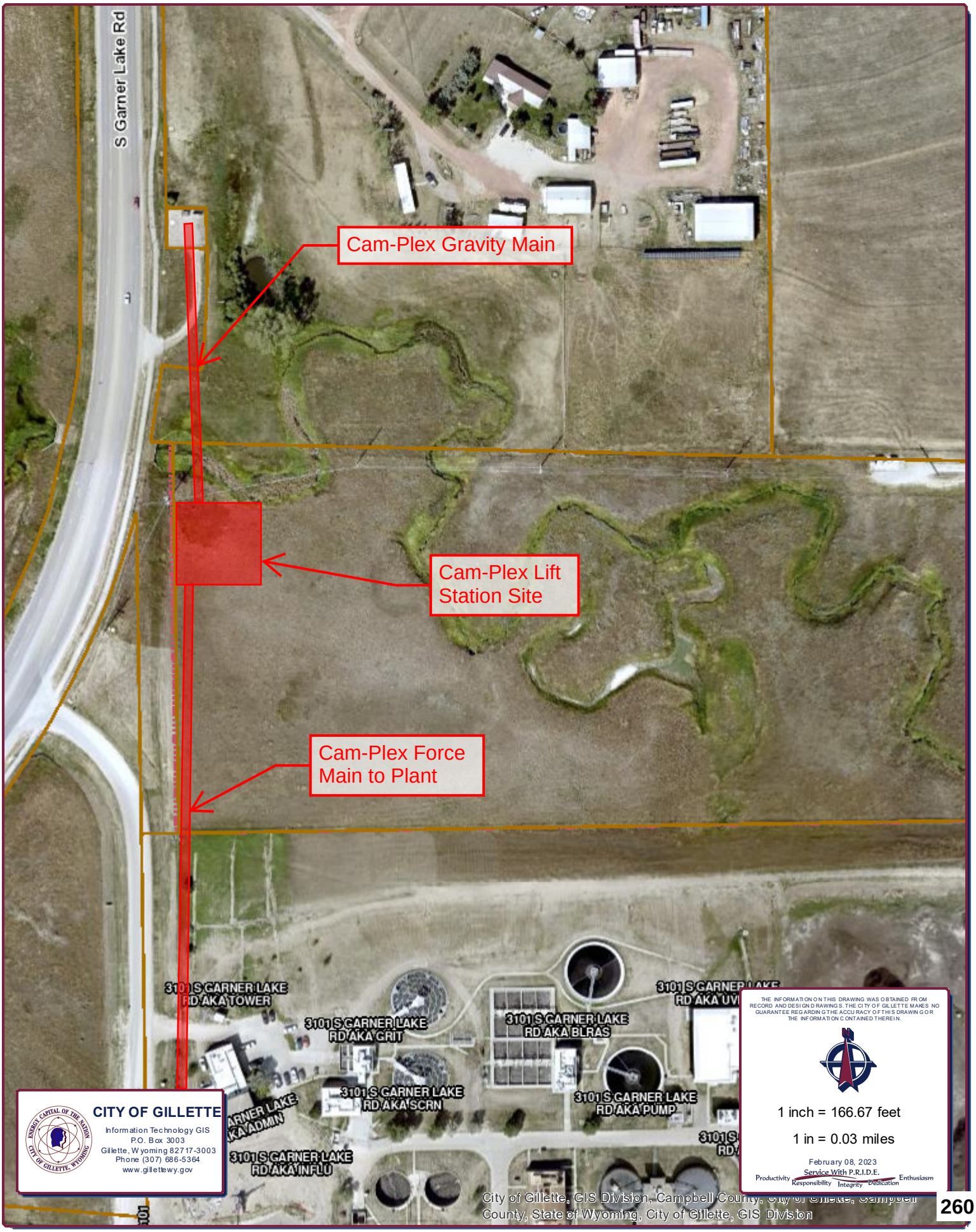
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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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Cam-Plex Lift Station Map



CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of Amendment No. 1 for Construction Management services for the Force Road Mill and Overlay project with WWC Engineering, in the Amount of $56,200.00 (1% Project).

SUGGESTED ACTION:

I move to Approve Amendment No. 1 for Construction Management Services for the Force Road Mill and Overlay project with WWC Engineering, in the Amount of $56,200.00 (1% Project).

PROJECT NUMBER:

25EN27

CASE BACKGROUND:

The original Design Agreement with WWC Engineering was signed on October 17, 2024, for $43,700.00. The attached Amendment #1 for Construction Management (CM) services totals $56,200, for a total of $99,200.00 for design and CM services.

The CM services will include submittal and material reviews, full-time daily inspection, administering daily reports and weekly meetings, reconciling and tracking daily quantities, preparing monthly pay estimates, and ensuring the project is completed per the plans and city specifications.

The anticipated schedule is to begin construction in the spring of 2025 and complete the project before the end of summer 2025.

This project is fully funded with the Optional 1% Sales Tax Fund with an allocation of $750,000 in the FY25 budget.

STAFF RECOMMENDATION:

ACTUAL COST VS BUDGET:

Actual cost $99,200; Allocated budget $750,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
CM Amendment #1
Location map

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 1, 2024.

Amendment to Agreement No. 1

1. Background Data:

   a. Effective Date of Agreement: October 1, 2024

   b. Owner: City of Gillette

   c. Engineer: WWC Engineering

   d. Specific Project: Force Road Mill & Overlay Project 25EN27

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services:

   i. Meetings
      1. One (1) pre-construction meeting with minutes.
      2. Ten (10) weekly construction meetings with minutes.

   ii. Construction Management
      1. Submittal review to ensure Contractor's proposed construction materials meet the requirements of the Contract Documents.
      2. Preparation of daily logs and quantities measurements.
         a. Resident Project Representative (RPR) time on project for 2.5 hours per day for up to 50 working days.
      3. Preparation and submittal of three (3) pay applications.
      4. Preparation of field orders and change orders.
      5. Liaison between Owner and Contractor and residents.
      6. Preparation and submittal of ten (10) weekly project updates with photos, based on information from weekly construction meetings.
      7. Final inspection and preparation of punch list, recommendations, and acceptance documentation.
      8. Preparation and submittal of as-built plans.

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as listed above.

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c. The responsibilities of Owner with respect to the Agreement are modified as follows:

i. The responsibilities of the Owner are not changed by this amendment.

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

i. $56,200

e. The schedule for rendering services under this Agreement is modified as follows:

i. April 1, 2025 to November 31, 2025.

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

i. None.

[List other Attachments, if any]

3. Agreement Summary (Reference only)

a. Original Agreement amount:	$ 43,700.00
b. Net change for prior amendments:	$
c. This amendment amount:	$ 56,200.00
d. Adjusted Agreement amount:	$ 99,900.00

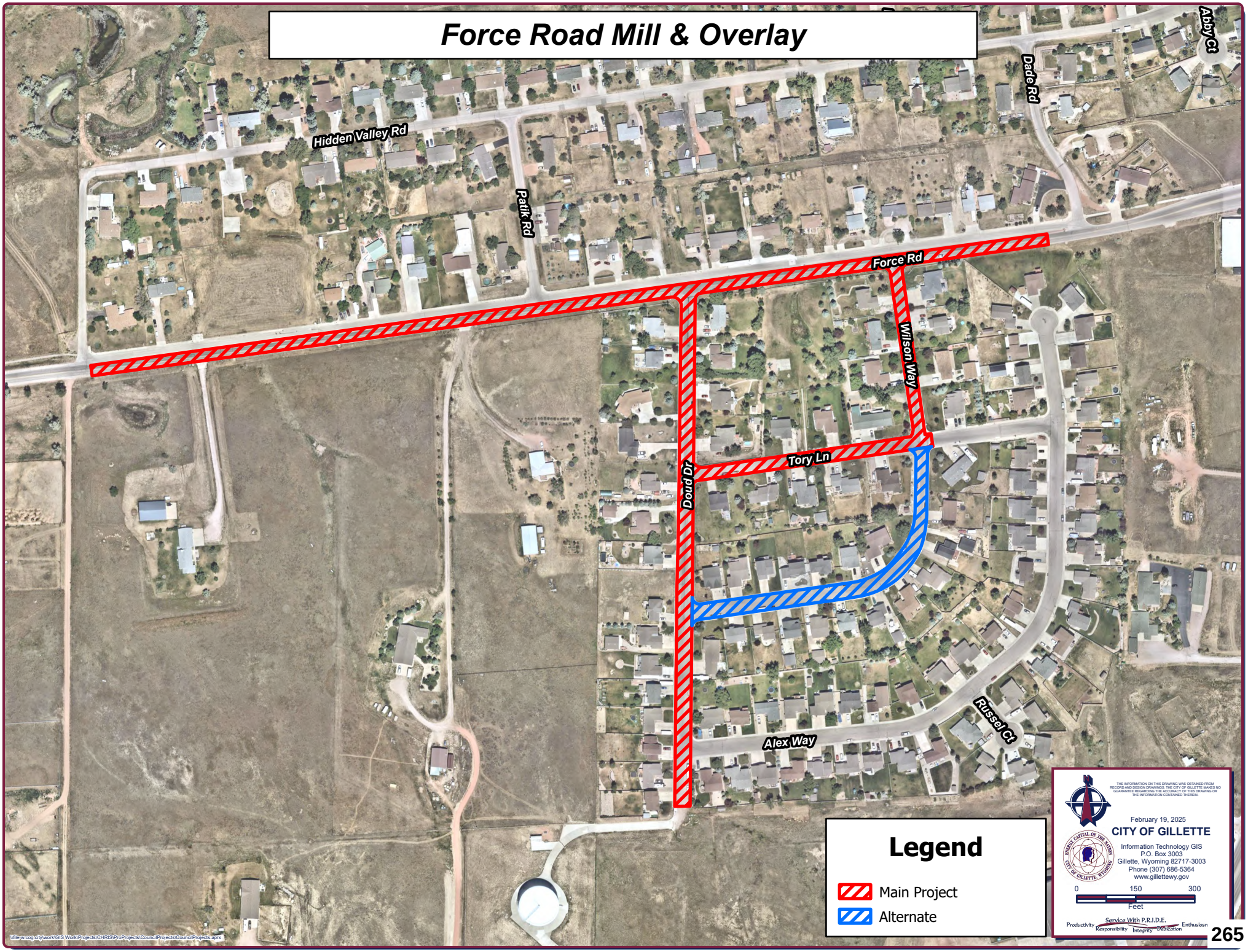
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

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. The Effective Date of this Amendment is April 1, 2025.

OWNER:		ENGINEER:	
By:		By:	
Title:		Title:	Principal/Branch Manager
Date Signed:		Date Signed:	March 17, 2025

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Force Road Mill & Overlay



Legend

- Main Project
- Alternate

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

February 19, 2025

CITY OF GILLETTE
Information Technology GIS
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Gillette, Wyoming 82717-3003
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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of Amendment No. 1 for Construction Management Services for the RC Ranch Mill and Overlay Project with PCA Engineering, in the Amount of $78,327.00 (1% Project).

SUGGESTED ACTION:

I move to Approve Amendment No. 1 for Construction Management Services for the RC Ranch Mill and Overlay Project with PCA Engineering, in the Amount of $78,327.00 (1% Project).

PROJECT NUMBER:

25EN17

CASE BACKGROUND:

The original Design Agreement with PCA Engineering was signed on September 12, 2025, for $33,074.00. The attached Amendment #1 for Construction Management (CM) services is $78,327.00 totaling $111,401.00 for design and CM services.

The CM services will include submittal and material reviews, full-time daily inspection, administering daily reports and weekly meetings, reconciling and tracking daily quantities, preparing monthly pay estimates, and ensuring the project is completed per the plans and city specifications.

The anticipated schedule is to begin construction in the spring of 2025 and completion for the project in the summer of 2025.

This project is fully funded with the Optional 1% Fund with an allocation of $1.5 million in the FY 25 budget.

STAFF RECOMMENDATION:

ACTUAL COST VS BUDGET:

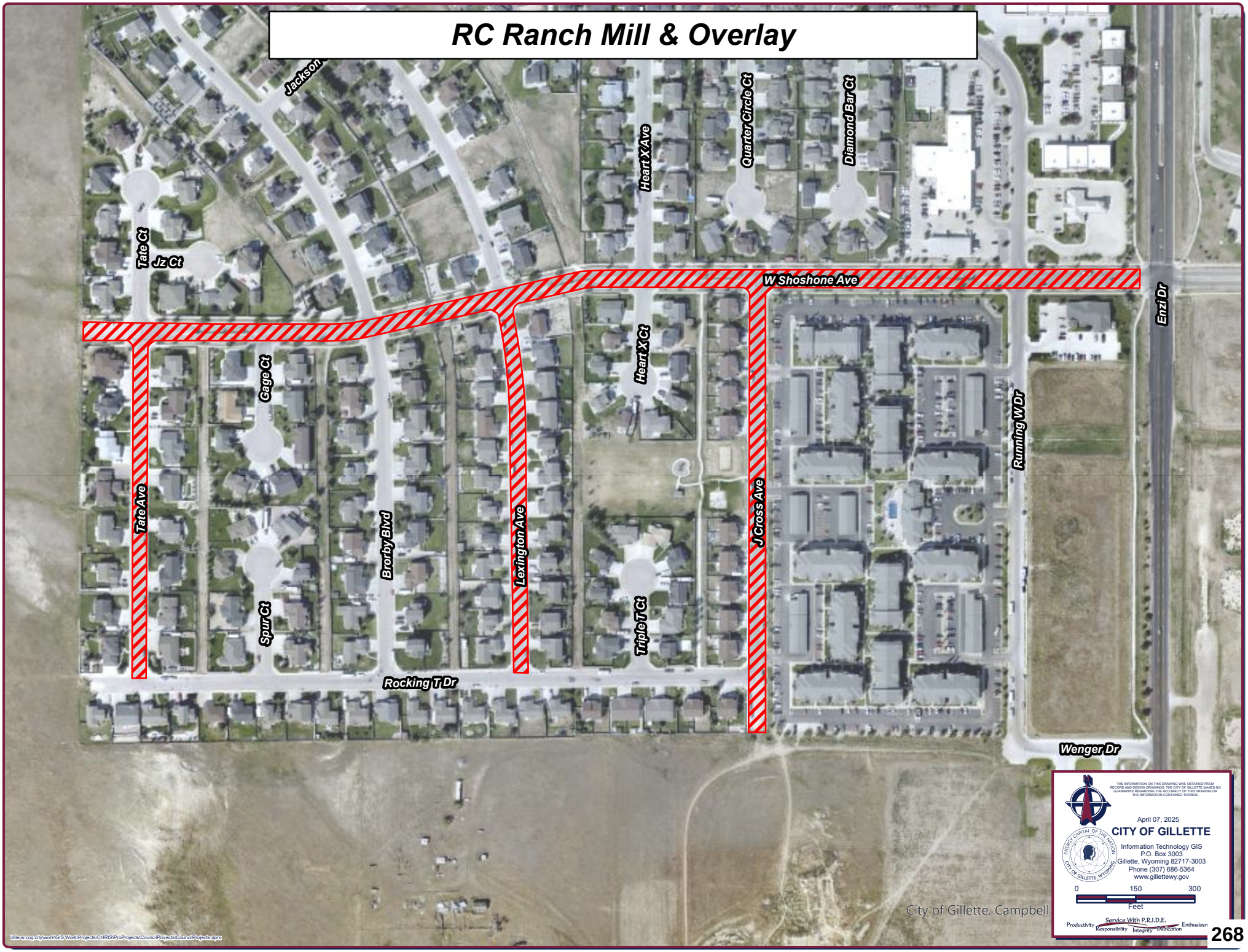
Actual cost $111,401.00; Allocated budget $1,500,000

STAFF REFERENCE:

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

ATTACHMENTS:
Location Map
CM Agreement

RC Ranch Mill & Overlay



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.

April 07, 2025

CITY OF GILLETTE

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

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EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **1**

Owner: **City of Gillette**
Engineer: **PCA Engineering, Inc.**
Project: **RC Ranch Mill & Overlay (25EN17)**
Effective Date of Owner-Engineer Agreement: **September 12, 2024**
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:

Addition of Construction Management Services and for additional design services associated with possible addition of portions of Brorby Ave and Lexington Ave.

Agreement Summary:

Original agreement amount:	$ 33,074.00
Net change for prior amendments:	$ -
This amendment amount:	$ 78,327.00
Adjusted Agreement amount:	$ 111,401.00
Change in time for services (days or date, as applicable):	Per Construction working days (65)

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
City of Gillette	PCA Engineering, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: Thomas A. Sylte
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: 4/22/2025
(date signed)	(date signed)
Name: _____	Name: Thomas A. Sylte
(typed or printed)	(typed or printed)
Title: _____	Title: President
(typed or printed)	(typed or printed)

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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CONSTRUCTION MANAGEMENT

Prepared By: TAS

Project: RC Ranch Mill & Overlay 25EN17 - CM

Date: April 11, 2025

Proj. No.: 244037.50

ACTIVITY	PROJECT MANGR. P.E.	PROJECT ENGR.	ENGR. INTERN	GEOTECH MANGR.	ENGR. TECH	RECEPTION OFFICE ASST	SURVEY INTERN (Office)	SURVEY INTERN (Field)	PLS (Office)	PLS (Field)	SURVEY TECH (Office)	SURVEY TECH (Field)	TOTAL OFFICE	TOTAL FIELD	SUB TOTAL
Construction Management													$ -	$ -	
Project start up	4		2										$ 880.00	$ -	
Pre-const. Conf	2		2										$ 540.00	$ -	
Shop Drawings	8												$ 1,360.00	$ -	
Contr. admin & inspection	39		500			26							$ 58,320.00	$ -	
Material Testing													$ -	$ -	
Client/Contr. Mtngs	15												$ 2,550.00	$ -	
Change Orders	10												$ 1,700.00	$ -	
Pay Request Reviews	16												$ 2,720.00	$ -	
As-Built Drawings and Submittals	35		16										$ 7,550.00	$ -	
													$ -	$ -	
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TOTAL HOURS	129	0	520	0	0	26	0	0	0	0	0	0	***$ 75,620.00***	***$ -***	***$ 75,620.00***
HOURLY RATE	$170.00	$165.00	$100.00	$135.00	$95.00	$65.00	$75.00	$75.00	$135.00	$135.00	$70.00	$70.00			
AMOUNT PER CATEGORY	$21,930.00	$0.00	$52,000.00	$0.00	$0.00	$1,690.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 75,620.00 $75,620.00		***$ 75,620.00***

REIMBURSABLE EXPENSES:

Rebar w/Cap	@	$ 10.00	each	$ -
Metal Posts	@	$ 10.00	each	$ -
Corner Recordations	@	$ 25.00	each	$ -
ATV	days @	$ 100.00	per day	$ -
Printing				$ 100
GPS Units	0 hours @	$ 55.00	per hour	$ -
Travel	550 Miles @	$ 0.85	per mile	$ 468
	1 LS			$ -
	1 LS			$ -

Total Expenses	$ 568
TOTAL CM FEE	$ 76,188
Design Fee Overrun	$ 2,140
Total Amendment	$ 78,327

PCA ENGINEERING, INC.
GILLETTE, WYOMING
307-687-0600

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of Amendment No. 1 for the Project Agreement for the City of Gillette Pool Renovation to Extend the Project Completion Date to January 31, 2026, for Land and Water Conservation Funds, with the State of Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails and the City of Gillette, Wyoming.

SUGGESTED ACTION:

I Move for Approval of Amendment No. 1 for the Project Agreement for the City of Gillette Pool Renovation to Extend the Project Completion Date to January 31, 2026, for Land and Water Conservation Funds, with the State of Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails and the City of Gillette, Wyoming.

PROJECT NUMBER:

23EN05

CASE BACKGROUND:

The attached Amendment is needed for the Land and Water Conservation Fund (LWCF) agreement only (not for the construction agreement). The amendment will extend the LWCF grant agreement closeout to January 31, 2026. The original LWCF closeout required the project and all associated LWCF grant paperwork to be complete by July 31, 2025. With the construction completion of the pool set for May 20, 2025, the City requested and was granted an extension to complete all necessary project paperwork required by LWCF to close out the grant. This extension does not have any effect on the pool construction completion timeline. It only allows for the city to pay the final retainage payment and submit the final paperwork for grant closeout.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Amendment 1

FAIN #P22AP01508
LWCF # 56-00944.1
CFDA # 15.916
Agency UEI # JK2SHLNHDBZ4
Subrecipient UEI #R8SVNWD7MGG1

AMENDMENT ONE TO THE GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS AND CITY OF GILLETTE, WY

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails (Agency), whose address is: 2301 Central Avenue, Barrett Bldg., 4th Floor, Cheyenne, Wyoming 82002, and City of Gillette (Subrecipient), whose address is: 201 E. 5th Street Gillette, Wyoming 82716.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement between the Agency and the Subrecipient. The purpose of this Amendment is to: a) extend the Term of the Agreement to January 31, 2026; and b) amend the budget.

The original Grant Agreement, dated September 21, 2022, required the Subrecipient to undertake and complete all materials, projects and services described in Attachment A, Statement of Work: 56-00944 Gillette City Pool Renovation (Project).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through January 31, 2026, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. The second sentence in Section 3, Term of Grant Agreement, is hereby amended to read as follows:

"The term of the Grant Agreement is the Effective Date through January 31, 2026."

B. As of the Effective Date of this Amendment, Attachment B, Reimbursement Form, which was attached to the original Agreement, is superseded and replaced by Attachment B1, Amended Reimbursement Form, which is attached to this Amendment and Incorporated into the original Agreement by this reference. All references to "Attachment B" in the original Agreement and in any amendments thereto are amended

to read "Attachment B1."

5. **Amended Responsibilities of the Subrecipient.** Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Grant Agreement, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

A. **Entirety of Grant Agreement.** The original Grant Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work: 944 Gillette City Park Pool Renovation, consisting of four (4) pages; Attachment B1, Reimbursement Form, consisting of two (2) pages; Attachment C, Maps, consisting of three (3) pages; Attachment D, Buy America Requirements, consisting of three (3) pages; the LWCF Federal Assistance Manual Volume 72, consisting of one hundred twenty three (123) pages, available at https://www.nps.gov/subjects/lwcf/upload/LWCF-FA-Manual-Vol72_2023-10-01_508.pdf; and this Amendment One, consisting of three (3) pages, represent the entire and integrated Grant Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant Agreement and the language of any attachment or document incorporated by reference, the language of this Grant Agreement shall control.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY:
State of Wyoming, Department of State Parks and Cultural Resources

_____ _____
Chris Floyd, Deputy Director Date

SUBRECIPIENT:
City of Gillette

_____ _____
Attestation: Alicia Allen, City Clerk Date

City of Gillette

_____ _____
Shay Lundvall, Mayor Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Megan Pope, Senior Assistant Attorney General Date

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Sign the Amendment Document to Amend the Wire Line Crossing Permit Agreement with Burlington Northern Santa Fe (BNSF) Railway Company.

SUGGESTED ACTION:

I Move for Approval to Authorize the Mayor to Sign the Amendment Document to Amend the Wire Line Crossing Permit Agreement between the City of Gillette Electrical Services Division and Burlington Northern Santa Fe (BNSF) Railway Company.

CASE BACKGROUND:

The City of Gillette Electrical Services Division entered an agreement, License No. 304090, Wire Line Crossing Permit No. 247555, dated July 17, 1984, with Burlington Northern Santa Fe (BNSF) Railway Company to place electrical wire within railroad property along Highway 51.

The City of Gillette Electrical Services Division no longer requires use of the BNSF Railway Company encroachment for buried power upon the railroad's property. This amendment will terminate the encroachment portion of License No. 304090, Wire Line Crossing Permit No. 247555, dated July 17, 1984. The crossing portion of License No. 304090 will remain in place.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:
License 304090 Amendment

AMENDMENT DOCUMENT

THIS AMENDMENT DOCUMENT (this "***Amendment***") dated as of _____, 20____ (the "***Effective Date***"), is made, entered into, executed and delivered by and between the City of Gillette, WY, a municipality of the State of Wyoming, whose address is 611 N. Exchange Ave., Gillette, WY, 82716 (hereinafter called "***Licensee***"); and Strong Capital VI, LLC, a Delaware limited liability company (hereinafter called "***Strong***" or "***Licensor***");

RECITALS

WHEREAS, Licensee and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof and as more fully described on **Exhibit A** attached hereto and made a part hereof (collectively, the "***Agreement***");

WHEREAS, Licensee certifies to Strong that Licensee is the lawful owner of the facilities referenced in the Agreement and, if Licensee is not the original licensee under the Agreement, that Licensee succeeded to all rights granted to, and obligations assumed by, the original licensee under the Agreement;

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Amendment in order to, among other things, modify, amend and supplement certain payment (including without limitation payment amounts and other certain payment terms) and other provisions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of the parties, there parties do hereby agree as follows:

1. Administrative Processing Fee. Licensee shall pay to Strong an administrative processing fee in the amount of One Thousand and no/100 Dollars ($1,000.00) upon the execution and delivery of this Amendment by check or wire transfer of immediately available funds.

2. Certain Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the "Annual License Fee Section(s)" column of Exhibit A shall be deleted in their entirety and replaced with the following:

(a). As partial consideration for the permission herein given, Licensee shall pay to Strong, as an annual license fee, the sum stated in the **"Annual License Fee Amount" column** of **Exhibit A**, payable annually in advance and subject to annual adjustment. Acceptance by Strong (or any successor in interest) of the license fee in advance shall not be construed as a waiver by Strong (or any successors in interest) of its right to terminate the Agreement.

(b). CPI Factor Adjustment. The annual license fee amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Date of the Agreement by the most recently available 12-month percent change CPI Factor at the time of invoicing, as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "***Consumer Price Index***"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental agency, or by a minimum of three percent (3%). The "***CPI Factor***" is the

percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding invoicing of the Agreement, adjusted to the nearest one-tenth of one percent. If the Consumer Price Index has changed so that the base year differs from that used in this paragraph, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics to the 1982-84 base. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if Consumer Price Index had not been discontinued or revised.

(c). Payment Terms. All invoices are due forty-five (45) days after the date of invoice.

(d). Late Fees and Interest. In the event Licensee fails to pay the license fee on or before the due date, Licensee shall pay a late charge equal to five percent (1.5%) of the unpaid amount per month pursuant to Wyoming Statute § 16-6-602 as it may be amended from time to time.

(e). Annual License Fee Amount Contingent Upon Non-Use of Facilities. Reserved.

3. Amendment to Facilities Description. The facilities description located in the Agreement is hereby amended to delete the facilities description therein together with any associated diagrams or drawings and replace the same in its entirety with the following:

Eliminate approximately **2650' longitudinal encroachment. See Exhibit C.**

4. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Amendment, all other terms, conditions and provision of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment (including without limitation **Exhibit B** attached hereto) and any provision of the Agreement, the provisions of this Amendment shall govern and control. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only in writing and signed by the party waiving such condition(s) or obligation(s).

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Interpretation. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms **"successors and assigns" shall include the heirs, administrators, executors**, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. The parties acknowledge and agree that BNSF Railway Company (***"BNSF"*** or ***"Railway"***) is an intended third-party beneficiary of this Amendment. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign the Agreement or this Amendment without the prior written consent of Licensor (or any successors in interest).

7. Acknowledgements. The Licensee hereby acknowledges the title in and to the Agreement premises to be good and agrees never to assail or resist said title. The execution of this Amendment shall be deemed Licensee's agreement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Agreement premises. Except as otherwise expressly set forth in this Amendment and the documents or instruments executed in connection herewith, Licensee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Agreement premises, the condition of title to the Agreement premises or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Agreement premises.

8. Additional Terms. The parties hereto agree to the terms and conditions set forth on **Exhibit B**, attached hereto and made a part hereof.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first above written.

Licensee:

CITY OF GILLETTE, WY

By: _____

Name:

Title:

Strong:

RAILROAD MANAGEMENT COMPANY III LLC
As agent for Strong Capital VI LLC

By: _____

Name: Howard Armistead

Title: Manager

EXHIBIT A

Agreement(s) between Strong Capital I VI LLC and the City of Gillette, WY:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Annual License Fee Section(s)	Annual License Fee Amount	Facility Description
304090	40247555	304090	GILLETTE	CAMPBELL	WY	1.	$417.05	170' Underground Electric Powerline Crossing

EXHIBIT B

1. (a) Licensee agrees to reimburse BNSF Railway Company (***"Railway"***) (within forty-five (45) days after receipt of bills therefor) for all costs and expenses incurred by Railway in connection with Licensee's use of the Premises or the presence, construction, and maintenance, and use of the properties described in **Exhibit A (the *"Premises"*),** including but not limited to the furnishing of Railway's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The **estimated cost** for one (1) flagger is $800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. **Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.**

(b) Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Railway's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

(c) Licensee shall notify Railway's Roadmaster at least five (5) business days prior to entering the Premises for any maintenance thereon.

2. This Section shall be added to the Agreement:

Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

2.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 (in the case of communication or electrical improvements (***"C&E"***) or $5,000,000 (in the case of pipeline improvements (***"Pipe"***) each occurrence and an aggregate limit of at least $4,000,000 (in the case of C&E) or $10,000,000 (in the case of Pipe but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Strong.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy. The parties hereto agree that the improvements in the Agreement are [check one]:

☒ C&E

☐ Pipe

In the event no box is checked, the higher limits shall apply.

2.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

2.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor.

2.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least $2,000,000 (in the case of C&E or $5,000,000 (in the case of Pipe) each occurrence and an aggregate limit of at least $4,000,000 (in the case of C&E) or $10,000,000 (in the case of Pipe). The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

2.5 Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS ($5,000,000) per claim including but not limited to the following:

- Coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- Coverage for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Coverage for defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.
- If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually Licensee agrees to provide evidence of such coverage as required hereunder.
- Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.

- Amend the definition of Property Damage to provide coverage for natural resource damage.

2.6 Other Requirements:

2.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

2.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

2.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

2.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

2.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

2.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

2.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

2.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then- current risk management practices in the railroad industry and underwriting practices in the insurance industry.

2.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

2.6.10 Failure to provide evidence as required by this Section 2 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

2.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

2.6.12 For purposes of this Section 2, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

3. Compliance with Laws, Rules, and Regulations.

3.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

3.2 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

3.3 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

3.4 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

4. Environmental.

4.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

4.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Railway's property. Licensee agrees periodically to furnish Railway with proof, satisfactory to Railway that Licensee is in compliance with the provisions of this Section 4.

4.3 Licensee shall give Railway immediate notice to Railway's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Railway immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

4.4 If Railway has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Railway may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Railway's right-of-way.

4.5 Licensee shall promptly report to Railway in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Railway shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Railway's request for information regarding said conditions or activities.

5. Indemnification.

5.1 SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES § 1-39-101 *ET SEQ.*, WYOMING STATUTES §15-1-125, AND SECTION 8 OF THIS LICENSE, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING IN WHOLE OR IN PART:

(I) THIS LICENSE, INCLUDING WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
(II) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
(III) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
(IV) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
(V) ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

5.2 EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES § 1-39-101 *ET SEQ.*, WYOMING STATUTES §15-1-125, AND SECTION 8 OF THIS LICENSE,THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION

TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5.3 SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES §1-39-101 *ET SEQ.*, WYOMING STATUTES § 15-1-125, AND SECTION 8 OF THIS LICENSE, IF ANY EMPLOYEE OF ANY LICENSEE PARTY IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY LIMITATION HEREIN OR IN THE AGREEMENT, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILWAY IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMESIS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT RAILWAY TO CLAIMS THAT RAILWAY IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL RAILWAY OR STRONG BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

5.4 Subject to the Wyoming Governmental Claims Act, Wyoming Statutes § 1-39-101 *et seq.*, Wyoming Statutes § 15-1-125, and Section 8 of this License, upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgements.

5.6 Upon written notice from Railway or Strong, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense,

including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Wyoming without regard to conflicts of law provisions.

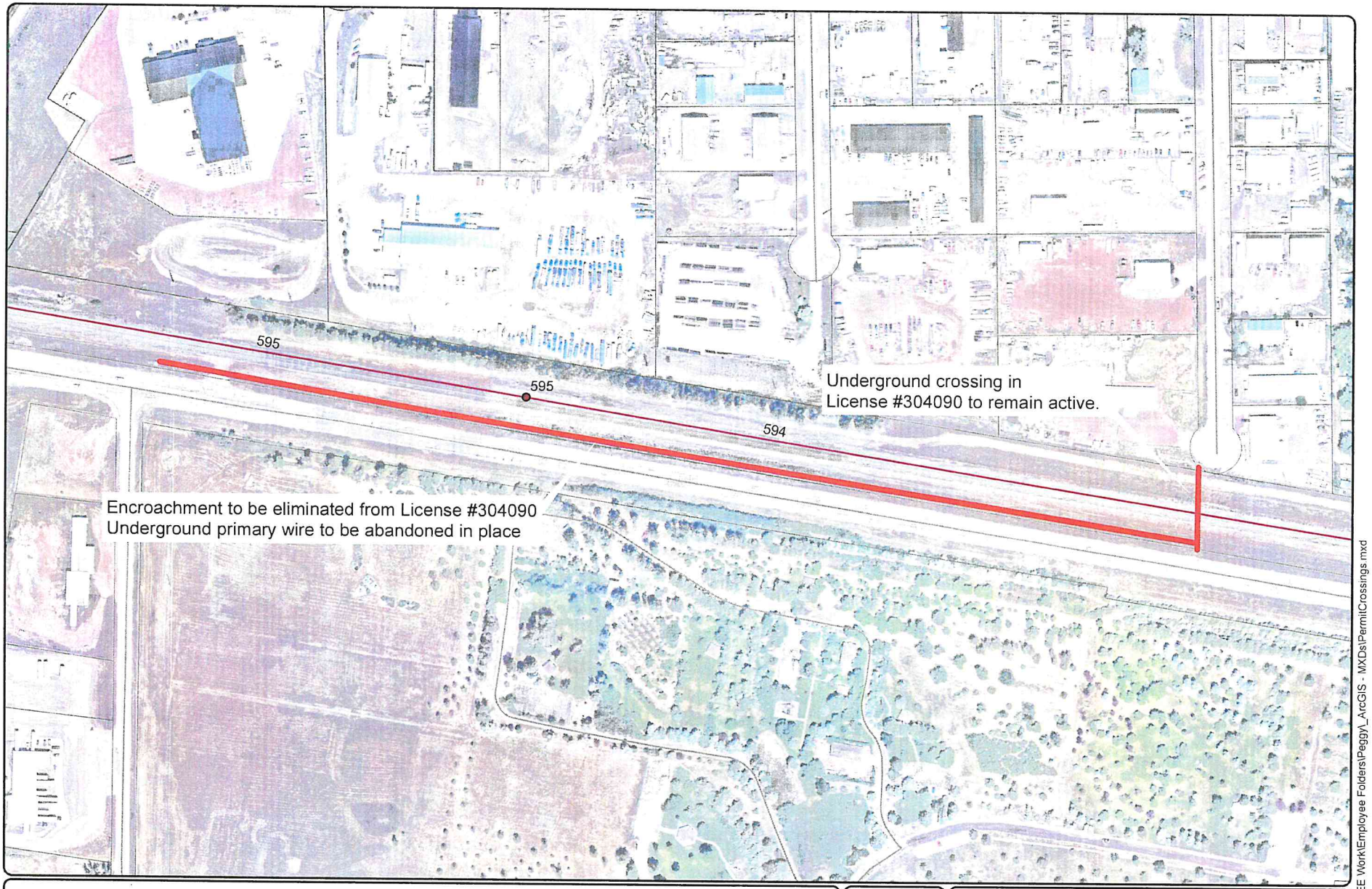
PERSONAL PROPERTY WAIVER

7. **ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

8. **GOVERNMENTAL CLAIMS, INDEMNIFICATION AND OTHER LICENSOR SUPPLIED TERMS. THE CITY DOES NOT WAIVE ANY RIGHT OR RIGHTS IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES SECTIONS 1-39-101 *ET SEQ.* THE CITY SPECIFICALLY RESERVES THE RIGHT TO ASSERT ANY AND ALL IMMUNITIES, RIGHTS, AND DEFENSES IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT. THE PARTIES ACKNOWLEDGE THAT THE CITY OF GILLETTE, WYOMING, HAS GOVERNMENTAL IMMUNITY AND ONLY THE WYOMING LEGISLATURE HAS THE POWER TO WAIVE IT. THE PARTIES FUTHER ACKNOWLEDGE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE CITY OF GILLETTE, WYOMING TO ENTER INTO CERTAIN TERMS AND CONDITIONS SUPPLIED BY THE LICENSOR, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: LIABILITY FOR DAMAGES; CHOICE OF LAW; CONFLICTS OF LAW; VENUE AND FORUM-SELECTION CLAUSES; DEFENSE OR CONTROL OF LITIGATION OR SETTLEMENT; LIABILITIY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNES' FEES OR COSTS; ADDITIONAL INSURED PROVISIONS; DISPUTE RESOLUTION, INCLUDING, BUT NOT LIMITED TO, ARIBATRATION; INDEMNIFICATION OF ANOTHER PARTY; AND CONFIDENTIALITY. ANY SUCH PROVISIONS IN THIS AGREEMENT, OR IN ANY ATTACHMENTS OR DOCUMENTS INCORPORATED BY REFERENCE, WILL NOT BE BINDING ON THE CITY OF GILLETTE, WYOMING, EXCEPT TO THE EXTENT AUTHORIZED BY THE LAW AND CONSTITUTION OF THE STATE OF WYOMING. DESIGNATIONS OF VENUE, CHOICE OF LAW, ENFORCEMENT ACTIONS, AND SIMILAR PROVISIONS SHALL 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 as herein modified, the Agreement shall continue in full force and effect.

EXHIBIT C



LEGEND

- BNSF_Milepost
- BNSF_Mileline
- Electrical Crossings and Encroachments
- BNSF

N

0 0.015 0.03 Miles

1 inch = 300 feet

ENERGY CAPITAL OF THE NATION
CITY OF GILLETTE, WYOMING

Date: 2024-10-24

BNSF License #304090
(Original License 247555)

CITY OF GILLETTE
ELECTRICAL ENGINEERING
611 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277

Filepath: \\file-w.cog.city\work\EE Work\Employee Folders\Peggy_ArcGIS - MXDs\PermitCrossings.mxd

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for the Design, Bidding, Construction Management and Contract Administration Services Associated with the Antelope Valley Playground Renovations Project, with Steiner Thuesen PLLC, in the Amount of $109,528.60 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Professional Services Agreement for the Design, Bidding, Construction Management and Contract Administration Services Associated with the Antelope Valley Playground Renovations Project, with Steiner Thuesen PLLC, in the Amount of $109,528.60 (1% Project).

PROJECT NUMBER:

25EN29

CASE BACKGROUND:

The Antelope Valley Playground Renovations project represents the fourth phase of the implementation of the Park Playgrounds Master Plan developed by the City of Gillette and Russell + Mills Studios of Fort Collins, Colorado. The project scope will include a complete demolition of the existing playground structures and associated play area and installation of new playground equipment and associated structures, including earthwork, concrete surfacing, concrete curb, landscape enhancements and associated irrigation improvements. Improvements to the existing gravel parking lot will also be considered and developed; including concrete or asphalt surfacing and ADA parking and accessibility improvements.

This project is partially funded through a Land and Water Conservation Fund grant in the amount of $450,000 secured by the City of Gillette as a 50/50 cost share for the project costs. The remaining match of $450,000 was allocated in FY2025 with the Optional 1% Fund.

Procurement Process:

A Request for Proposals for Design, Bidding and Construction Management Services was publicly advertised between February 25th and March 18th of 2025. The City of Gillette received three (3)

proposals at 4:00PM on March 25th which are summarized below:

Responding Firm	Proposed Total Cost not to Exceed
Steiner Thuesen PLLC	$109,528.60
DHM Design	$132,460.00
Second Nature Consulting, PLLC	$143,335.00

Proposals were reviewed by a committee of City of Gillette staff representing the Parks, Finance and Engineering Divisions. All submitted proposals were found to meet the minimum requirements of the request and provided all required documentation.

ACTUAL COST VS BUDGET:

Actual cost: $109,528.60; Budgeted Amount $900,000 ($450,000 1% Fund/$450,000 LWCF Grant)

STAFF REFERENCE:

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

ATTACHMENTS:
Reference Map
Agreement

Antelope Valley Playground Renovations-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 120 feet

1 inch equals 0.02 miles

December 19, 2024

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT
BETWEEN OWNER AND ARCHITECT
FOR
Antelope Valley Playground Renovations (25EN29)
LWCF #: 56-00963

Owner
City of Gillette
201 E. 5th St.
Gillette, WY 82716

Architect
STEINER THUESEN PLLC
1925 Grand Ave., Suite 105
Billings, MT 59102

Fee Summary

Exhibit C2.01: Basic Services	$82,028.60
Exhibit C2.04: Resident Project Representative	$27,500.00
Total Contract:	**109,528.60**

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 3

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

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 5
6.04 Electronic Transmittals 6
6.05 Insurance 6
6.06 Suspension and Termination 7
6.07 Controlling Law 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 13

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 17
8.01 Exhibits Included: 17
8.02 Total Agreement 17
8.03 Designated Representatives 18
8.04 Engineer's Certifications 18

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 6th, 2025 ("Effective Date") between

City of Gillette ("Owner") and

STEINER THUESEN PLLC ("Engineer").

Note: The parties acknowledge that Steiner Thuesen PLLC is a Landscape Architect, and not an Engineer, the parties are using the term "Engineer" to refer to Steiner Thuesen PLLC in this Agreement for ease of reference and to avoid unnecessary revision of this Agreement.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Antelope Valley Playground Renovations (25EN29)
LWCF #: 56-00963

("Project").

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

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

Design and construction management services to include new playground equipment and associated structures, seating and observation area, bottle filling station, port-a-let, earthwork, landscape enhancements, associated irrigation improvements, paved parking and access from the existing street, and play area drainage.

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

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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;

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.

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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 settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

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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 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.

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

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

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

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

6.04 *Electronic Transmittals*

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

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

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

6.05 *Insurance*

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

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

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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:*

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.

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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*[1]

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~~ WYO. STAT. §§ 1-39-101-120 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.

[1] See Special Provision #1

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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.~~

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6.11 *Indemnification by Engineer*[2]

A. The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of:

1. The negligent acts, negligent errors, negligent omissions, negligent conduct, or negligent operations of Engineer or any of its officers, sub-contractors, agents, or employees

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

B. 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.

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*[3]

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*[4]*:* 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. No waiver, amendment, release, or modification of this Agreement

[2] See Special Provision #2
[3] See Special Provision #3
[4] See Special Provision #4

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shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the 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 the Engineer and/or the Contractor at the earlier 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 payment 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.

H. *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 appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing

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the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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

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

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

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

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

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

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as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

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

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Proposal Letter.

G. Exhibit G, Insurance.

H. Exhibit H, LWCF Misc Certs and Clauses.

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.

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8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

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

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

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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

By: _____
Print name: Shay Lundvall
Title: Mayor
Date Signed: _____

Attest: _____
By: Alicia Allen, City Clerk

Address for Owner's receipt of notices:
201 E 5th. St
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Alex Bresina
Title: Project Manager Technician
Phone Number: 307 228-0788
E-Mail Address: alexb@gillettewy.gov

Engineer: STEINER THUESEN PLLC

By: _____
Print name: Nathan G. Steiner
Title: Owner
Date Signed: April 17, 2025

Engineer License or Firm's Certificate No. (if required):
LA-0193C
State of: Wyoming

Address for Engineer's receipt of notices:
1925 Grand Ave. Suite 105
Billings, MT 59102

Designated Representative (Paragraph 8.03.A):
Nathan G. Steiner
Title: Owner
Phone Number: 406-252-5545
E-Mail Address: nathan@steinerthuesen.net

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This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 6th, 2025.

Engineer's Services

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

Sections A1.01 thru A1.03 are hereby removed in their entirety and replaced with the equivalent section entitled Design and Bidding Process, consisting of pages three (3) thru five (5) as provided in the Letter of Proposal dated March 25th, 2025 which is incorporated here by reference and provided as Exhibit F to this Agreement. Sections A1.04 thru A1.06 of this agreement shall be coordinated with services described in the equivalent sections entitled Bidding Period Services and Construction Period Services consisting of pages five (5) thru eight (8) of the letter of proposal referenced above.

Engineer shall provide Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

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.

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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:

    a. Provide "Playground Equipment Selection Prior to Bidding" services as described in proposal letter attached as Exhibit F as Design and Bidding Process, Item #7.

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,

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responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Reserved.*

4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather 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

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in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified 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.

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b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of 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

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Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [None] ***N/A***

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

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connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None] ***N/A***

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

(Services listed in Part 2 are typical and not necessarily representative of services required for this project. Actual services to be determined at the time Additional Services are required)

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

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connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

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8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Reserved.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Reserved.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Reserved.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.

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2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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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 [May 6th, 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 Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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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:

1. Assume the responsibilities as Project Sponsor for the purposes of reporting to the Land and Water Conservation Fund (LWCF) and Department of the Interior as may be required or requested, including but not limited to preparing and submitting:

   a. Reimbursement Requests

   b. Progress Reports

   c. Closeout documentation

2. Collect and provide to Engineer as-constructed data and GIS information of existing irrigation features.

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This is **EXHIBIT C**, consisting of [7] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 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 $82,028.60 based on the following estimated distribution of compensation:

a.	Geotechnical Investigation	$7,689.00
b.	Site Survey	$3,235.00
c.	Project Kick-off	$3,293.30
d.	Preliminary Design	$10,420.00
e.	Final Design	$27,566.00
	1) Optional Playground Equipment Selection	$4,438.30
f.	Bidding or Negotiating Phase	$6,498.80

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g. Construction Phase $17,366.90

h. Post-Construction Phase $1,521.30

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

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

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

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 1.10.

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:*

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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 RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $27,500 based upon part-time RPR services as noted in letter of proposal dated March 25, 2025.

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 1.10.

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 1.10.

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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.

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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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 1.10.

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 1.10.

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 [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 205].

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:

COMMON EXPENSES	UNIT	RATE
Mileage - automobile	Mi	$0.75
Mileage - 4x4 field vehicle	Mi	$1.51
Rental car	Day	cost + 10%
Motel (Wyoming)	night	cost + 10%
Meals (per diem)	day	$46.00
Soil test & recommendation	EA	$380.00
Water chemistry test & recommendation	EA	$176.00
Laser prints - black (8-1/2 x 11")	EA	$0.39
Laser prints - color single side (8-1/2 x 11")	EA	$0.50
Laser prints - color duplex (8-1/2 x 11")	EA	$0.93
Laser prints - black & white (11x 17")	EA	$1.00
Laser prints - color (11x 17")	EA	$2.00
D size plot - BOND	EA	$8.00
E size plot - BOND	EA	$11.00
D size plot - FULL COLOR BOND	EA	$24.00
E size plot - FULL COLOR BOND	EA	$33.00
E size plot - FULL COLOR/SPECIAL PAPER	EA	$50.00
Xerox bond (up to 36"- same size)	SF	$0.57
Xerox copies (8-1/2 x 11")	EA	$0.31
Color copies (8-1/2 x 11")	EA	$2.68
Oversize scanning	SF	$1.52
CD-ROM 650 MB	EA	$20.00
DVD 4.7 GB	EA	$32.00
Miscellaneous art supplies	LS	cost + 10%
Foam core mounting	SF	$14.57
Clear UV gloss laminate	SF	$10.40
Postage/shipping	LS	cost + 10%

Rates for labor and expenses are subject to adjustment in January of each year.

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 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:

LABOR	UNIT	RATE
Principal	Hrs	$123.00
Golf Course Architect	Hrs	$123.00
Senior Landscape Architect	Hrs	$114.00
Landscape Architect	Hrs	$71.00
Landscape Designer	Hrs	$67.00
CAD Drafting	Hrs	$71.00
Clerical	Hrs	$50.00
GPS/GIS Technician	Hrs	$108.00

Rates for labor and expenses are subject to adjustment in January of each year.

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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 [May 6th, 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 [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 2025].

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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: _____
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 [17] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 2025].

This Exhibit F incorporates the Proposal Letter Dated March 25th, 2025

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STEINER
THUESEN
PLLC

LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN
GOLF COURSE ARCHITECTURE

CEI CONSOLIDATED ENGINEERS, INC

AdvancedGeotechnical Solutions

SLOAN Engineering Services

PCA ENGINEERING INC.

Antelope Valley Park Playground Renovations

City of Gillette

Development Services Department: Engineering Division









STEINER
THUESEN
PLLC

GOLF COURSE ARCHITECTURE • IRRIGATION DESIGN • LANDSCAPE ARCHITECTURE

March 25, 2025

City of Gillette
Attn: Tobias Fiske
Antelope Valley Park Playground Renovations
Request for Proposals
Project No. 25EN29

Dear Mr. Fiske:

We are pleased to respond to your request for proposals for the Antelope Valley Park Playground Renovations project. Our office has been involved in park and recreational planning and design since creation of the firm 39 years ago. We appreciate this opportunity to work with you and your staff to develop this exciting project.

In order to fully address all aspects of this complex project, our office has associated with Consolidated Engineers, Inc. (CEI) , SLOAN Engineering Services, and PCA Engineering, Inc. all of Gillette. We have also included Advanced Geotechnical Solutions (AGS) out of Casper. CEI will provide civil engineering and RPR services, SLOAN will provide structural engineering, PCA surveying, and AGS the geotechnical investigation. Our entire team brings a wealth of knowledge and experience to this project. Our office has completed multiple projects with CEI and is currently working with PCA on the Bicentennial Park Adult Softball Improvements project. We look forward to applying our knowledge and skills to create a playground and park facility that appeals to the community, is resilient, durable, and will stand the test of time.

We have included an optional playground equipment selection method for consideration. This option includes an RFP to playground suppliers during the design process and gives them the opportunity to develop a custom playground layout based on a set budget and area. With this approach, the playground equipment and layout are set during design eliminating any potential substitutions during the bidding process. This option can be further discussed if we are retained for this exciting project. We are prepared to provide full service Professional Design, Bidding, Construction Management, and Contract Administration Services as requested in the RFP.

Our proposal is organized as follows:

1.0	Design Approach Memorandum	1
2.0	Key Personnel	8
3.0	Representative Projects & Requisite Experience	10
4.0	Existing & Projected Workload	12
5.0	ECJDC E-500 Recommendations	13
6.0	Fee Proposal	13

SUPPORTING Attachments

- Addendum #1
- Addendum #2
- LWCF 56-00953 FORMS

- STEINER THUESEN PLLC
- Consolidated Engineers, Inc.
- SLOAN Engineering Services
- Advanced Geotechnical Solutions
- PCA Engineering, Inc.

As the Owner, I am authorized to make representations for our firm and to attest for the accuracy of our proposal. Our address and telephone number are on the title page. Our office has worked successfully with the City of Gillette many times previously. We look forward to serving you and the City once again. Thank you for consideration of our proposal.

Sincerely,

Nathan G. Steiner, ASLA | CLARB | CGIA
Owner


Gillette College Soccer Complex


Sunflower Park - Gillette


Lasting Legacy Park Memorial - Gillette


Stodden Park Playground – Butte (Mining Theme)

1.0 DESIGN APPROACH MEMORANDUM

STEINER THUESEN PLLC has provided planning, design, and construction period services for multiple park and recreation projects throughout Montana and Wyoming over the past 41 years. During that time, we have successfully provided designs for multiple playgrounds and associated site features. With a staff comprised of a licensed landscape architect and a landscape/irrigation designer, we are efficient and able to respond and adapt quickly to provide services required for both large and small projects. We enjoy working with clients to solidify project goals and develop consensus on projects. We listen to our clients and then provide design solutions in response to their desires. This is key to our firm's success.

PROJECT UNDERSTANDING

- The project is an existing park located in the Antelope Valley Subdivision. Approximately 2.5 acres of the overall park has been developed.
- Existing conditions include a gravel parking lot, inadequate accessibility, drainage and water retention problems in the existing playground area, inadequate play equipment, and outdated and inadequate irrigation.
- The existing playground structures and associated play area will be removed. The goal is to provide an equipment layout that fits within the existing play pit areas to minimize excavation. This will be done to the extent possible.
- Anticipated improvements include new playground equipment and associated structures, comfortable-centralized adult seating and observation area, bottle filling station, port-a-let, earthwork, landscape enhancements, associated irrigation improvements, paved parking and access from the existing street, and play area drainage. The parking lot will be designed to meet the City's requirements, including ADA compliant parking.
- It is anticipated that the existing water service from the water system belonging to the Antelope Valley Improvement & Service District will be used for the bottle filling station after it is modified this spring by a separate City project.
- Irrigation improvements will be limited to the areas disturbed by construction.
- Existing trees and other landscaping will be retained wherever possible. New landscaping will be provided commensurate with the improvements.
- The design will tie the parking, basketball court, shelter, and parent observation area together into a cohesive and enjoyable experience for park users. It is anticipated that there will be 2 primary play areas (2-5 yr & 6 – 12 yr.) with playground equipment, site furnishings such as seating, trash receptacles, and tables. Earth forms are also anticipated to provide variety and visual interest as well as unscripted play.
- Play surfacing will be Engineered Wood Fiber (EWF).
- We will work with the City to develop a unique theme and identity for the playground equipment. The theme will also be reflected in the site furnishings where possible. Anticipated play types include but are not limited to
    - Sliding
    - Free/Role Play
    - Swinging
    - Spinning
    - Sand Play
    - Climbing
    - Balancing
    - Nature and Sensory Play
    - Flexibility/Strength
- We typically work directly with playground manufacturers to ensure that all current playground safety requirements are being met as well as to ensure that the play equipment provided is safe and accessible to the fullest extent possible. On past

projects, we have worked successfully with manufacturers to develop a listing of how the selected play equipment meets children's needs for physical, social-emotional, sensory, cognitive, and communication development through play.

- New concrete sidewalk and curbing around the play area will be provided.
- Improvements will be ADA accessible, walkways as well as play equipment.
- Play pit drainage is critical to the project and will be provided. Storm drainage will need to be accommodated through a combination of surface and sub-surface drainage equipment. A small free-standing drain system will also be required to convey the runoff from the parking area.
- Funding for the project is from both City of Gillette and LWCF grant monies. The total project budget is $900,000. All reporting, etc. associated with LWCF funding will be provided by the City. We will be available to review reports and assist as needed.
- Soils at the site may consist of sand, silt, and clay residuum. Underlying the near surface soils and at depths greater than our proposed geotechnical borings, bedrock of the Wasatch Formation is likely present and the source of the residuum soils. This formation and the soils derived from it have strata that are expansive in nature and will need to be taken into account for any paving or foundation design.
- Field engineering and materials testing will be performed by the Contractor.
- The City will collect as-built information for the irrigation system for use in the project.
- City of Gillette General and Supplementary Conditions and Construction Specifications will be the primary specifications. A custom playground specification is anticipated unless the city has one they prefer.
- Public participation in the design process has previously been completed.
- The SWPPP will be prepared by our team. All other permits will be the Contractor's responsibility.
- Insurance requirements are included in the RFP and adjusted via Addendum 2. We propose to provide the same coverage that we are currently providing on the Shoshone Avenue Beautification project.
- All submittals will be digital with PDF as the primary file type.
- Plans will be developed on 22"x 34" sheets that can be reduced to 11"x 17".
- The following schedule is anticipated for the project.

    - Design Development: May 2025 thru September/October 2025
    - Completed Project Design: October 2025
    - Bidding Period: October/November 2025
    - Open Bids: Before Thanksgiving 2025
    - Project Award: Early December 2025
    - Construction: Spring thru Fall of 2026
    - Project Closeout: Fall/Winter 2026
    - Grant Funding Closeout: Winter 2026/Spring 2027

Please let me know if I have misunderstood your needs or have incorrectly scoped any portion of the work. I will be happy to make adjustments to the scope and corresponding fee schedule accordingly.

DESIGN & BIDDING PROCESS

We have proposed a multi-tasked approach to work with you in the decision making as we work through the design process. We will be in regular communication with you regarding design thoughts and decisions. The following tasks are suggested.

1. Geotechnical Investigation
    a. Soon after award of the project, the geotechnical investigation will be scheduled.
    b. Two test borings will be advanced to approximately 15 feet. In the event that auger refusal is met prior to the target depth, we may move the boring location and attempt a re-drill at our discretion.
    c. To help define the subgrade strength for pavement design at the site, we propose to perform two (2) Dynamic Cone Penetration (DCP) tests to depths of approximately 3-5 feet.
    d. We will take care to remove sod within the landscaped areas of the park prior to drilling and replace it afterward. Cuttings not placed in the boring will be thin-spread in rough areas of the park or removed. Similarly, the proposed boring within the aggregate-surfaced parking lot will be cleaned of cuttings, and the aggregate will be placed at the surface to minimize our impact.
    e. Upon completion of the field investigation and laboratory testing, a report will be prepared that explains the tasks performed, the conditions encountered, and special considerations. In addition, recommendations will be provided on the suitability and types of foundations, earthwork and construction, pavement section design, and lateral earth pressures.
    f. The geotechnical services are contingent on the following:
        i. The drilling contractor will have direct access to all boring locations such that they can be drilled consecutively without delay.
        ii. AGS will contact the appropriate one-call public utility locating service (811). Any utility locations not marked by the public utility locating service is not the responsibility of AGS. Therefore, the responsibility to have these utilities located prior to our arrival is that of the City. If these utilities are not located prior to our arrival, such that standby time or remobilization to the project is required, additional fees may be charged for these incurred costs.
2. Site Survey
    a. The site survey will include the following
        i. Boundary survey.
        ii. Site topographic survey.
        iii. Existing site features and playground equipment.
        iv. Site utilities survey.
        v. Establishment of three (3) control points for future use in construction of the project.
3. Project Kick-off
    a. Site survey information will be will be imported into our CAD system for use during design development.
    b. Project Kick-off Meeting
        i. Meeting in Gillette to formally review the project requirements.
        ii. Site visit to review the existing conditions and begin to formulate design thoughts.
        iii. Photo documentation of the site.

iv. Review the irrigation system operation in and around the existing site elements. City provided GPS information will be used as well to document the existing system.
v. Additional topics to discuss while on-site.
    1. Location of the proposed playground equipment.
    2. Concrete slabs and ADA ramps around the playground equipment.
    3. Parking and access concerns.
    4. Drainage concerns.
    5. Challenges with similar projects in the past that we can improve on.
    6. Project schedule.

4. Preliminary Design
    a. Following the project kick-off meeting, an existing conditions plan and conceptual site plan will be developed in response to the evaluation of the existing site conditions and kick-off meeting discussions.
    b. Proposed improvements will be shown as an overlay to the site planimetrics on the conceptual site plan.
    c. The conceptual site plan will be submitted for review and comment.
    d. A video conference review will be conducted.
        i. Present design rationale.
        ii. Receive comments and discuss.
    e. Review comments will be incorporated into the plan to develop a formal design development level plan documenting all proposed improvements.
    f. Playground equipment will be selected during this phase and shown on the plan. We will work with playground manufacturers to ensure that proper layout is provided and fall zones are indicated and adhered to.
    g. 50% Design
        a. Push drawings to 50% complete.
        b. Prepare a cost estimate.
        c. Submit 50% design deliverables to the City for review.
            i. Follow-up meeting via videoconference.
                1. Present design rationale.
                2. Receive comments and discuss.

5. Final Design
    b. Upon approval and receipt of direction from you regarding the design development plans we will initiate construction document preparation for the improvements.
    c. Playground equipment and site furnishing selections will be formalized and documented.
    d. The concepts that formulate through the evaluation, preliminary plans, and our initial assessment will be refined through CAD methods to create actual construction plans.
    e. Specific materials and systems to be included in the work are selected.
    f. Details of the design will be prepared
    g. The following sheets and scales are anticipated based on past experience.

Sheet #	Sheet Description	Sheet Scale
1	Cover Page	N/A
2	General Notes and Schedules	N/A
3	Demolition Plan	1″= 20′
4	Site Layout Plan	1″= 20′
5	Grading Plan	1"= 20'
6	Utility Plan	1″=20′

7	Paving Plan	1″=20′
8	Playground Layout and Site Furnishings Plan	1"= 20'
9	Planting Plan	1"= 20'
10	Irrigation Plan	1"= 20'
11 - 16	Construction Details	N/A
17	Playground and Port-a-let Structural Plan	TBD

Actual sheets prepared may vary slightly in response to job conditions and CAD requirements.

h. 95% Design submittal and review
    i. Following approval of the 50% design submittal , any necessary plan adjustments will be made and construction documents further developed.
    ii. The project manual used for the Shoshone Avenue project containing bidding requirements, contract forms, and technical specifications will be updated and customized for use with this project. City of Gillette technical specifications will be supplemented with playground and safety surfacing specifications as needed.
    iii. An itemized cost estimate will be prepared.
    iv. Submit 95% design deliverables to the City for review.
    v. Follow-up meeting via teleconference.
        1. Review plans, specifications, and estimate.
        2. Receive comments and discuss.

i. Storm Water Pollution Prevention Plan (SWPPP)
    i. Prepare City of Gillette Stormwater Permit Application.
    ii. Prepare Wyoming DEQ Notice of Intent for stormwater permitting.
    iii. Prepare a SWPPP drawing showing BMP's to be installed with details.
    iv. Prepare a written SWPPP addressing Wyoming DEQ requirements.

j. Bid Ready Plans
    i. Incorporate review comments into plans and project manual.
    ii. Finalize Bid Documents.
    iii. Develop alternate Bid items if necessary.
    iv. Final deliverables.
        1. Digital copy of final documents.

6. Bidding Period
    a. The City will handle all plan distribution and planholder list maintenance.
    b. Adhere to the City of Gillette's standard procedures for bidding public improvements projects, applicable Federal and State Law and LWCF procurement procedures and requirements.
    c. Contractor questions pertaining to technical design and component issues will be reviewed and addenda will be drafted and sent to you for distribution.
    d. Review and responds to RFI's and substitution requests.
    e. Coordinate and administer a pre-bid conference.
    f. Your office will handle the bid opening. We will participate via videoconference.
    g. Following the bid opening we will tabulate and check the bids, consider possible alternative bid items, and issue a letter of award recommendation to you for action.
    h. Notice of Award and Notice to Proceed will be issued by the City.

7. Playground Equipment Selection Prior to Bidding **(Optional Approach)**
    a. At completion of the 50% design submittal, a formal RFP for playground design, procurement, and installation of playground equipment and fall zone material will be developed.
    b. The RFP will be sent to playground suppliers along with the project site plan including the playground area which has already been defined.
    c. The RFP will include descriptions of the type of play, features, and qualities that are desired.
    d. Responders are required to provide the following in general.
        i. Financial proposal (turn key project to include all playground and surfacing).
        ii. Dimensioned plan sheets.
        iii. Color renderings.
        iv. Listing of components.
        v. Third party certifications.
        vi. Summary of Developmental Benefits and an Inclusive Design Assessment.
        vii. Material specifications.
        viii. Warranty information.
        ix. Insurance information.
        x. CPSI certified documentation for installer.
    e. On past projects, we have required the playground supplier to conduct an independent playground safety audit by a Certified Playground Safety Inspector at completion of the project. Any issues are then required to be resolved by the playground supplier.
    f. Evaluation criteria will be developed for critiquing of the individual proposals making the process fairly straightforward and clean. This project is most likely not large enough to warrant formal interview and presentations of proposers. No fee has been included for interviews.
    g. This process has been used on larger projects and worked very well. In the long run, this process will most likely cost a little more on the administrative side but should save cost on general contractor markup as the Owner becomes the supplier of the playground equipment. It also eliminates several hours spent evaluating substitution requests during the bidding process.

CONSTRUCTION PERIOD SERVICES

We will be available during construction to answer questions and resolve concerns. Our involvement in this portion of the project will ensure that the installation is completed as envisioned according to design. The following services are suggested along with the tasks that will be performed. The exact scope of work will be negotiated after consultant selection and revisited during or after bidding. Our fees are based on 60 working days for construction of the playground and associated equipment plus an additional 10 working days for the parking lot.

1. Contract Administration
    a. Evaluating Contractor Pay Applications for accuracy.
    b. Preparing and recommending Work Change Directives and Change Orders.
    c. Review and approval of Contractor Submittals.
    d. Review and approval of Shop Drawings as may be called for in the construction documents and drawings.

2. PreConstruction Meeting
    a. Notice to Proceed will be issued by the City.
    b. We will schedule and attend a preconstruction meeting on-site with the Contractor and City personnel prior to the work beginning. During this meeting, all aspects of the project will be reviewed with the Contractor to ensure that all requirements and procedures are understood.
    c. STEINER THUESEN PLLC will participate via videoconference.
    d. Supply the Contractor with an AutoCAD file of the site layout and an "xml" file of the final surface for his use in construction staking (by Contractor).
3. Resident Project Representative (RPR) to be provided by CEI.
    a. Provide part-time RPR services with such duties and responsibilities as set forth in the EJCDC E-500 document provided with the RFP.
        i. It is assumed that daily one and one-half (1.5) hour construction observation tours for a period of no more than sixty (60) days will be sufficient for most of the playground equipment portion of the project. It is assumed that a second one and one-half (1.5) hour construction observation tour per day will be required on eight (8) days when critical construction items are scheduled.
        ii. It is assumed that daily one and one-half (1.5) hour construction observation tours for a period of no more than ten (10) days will be sufficient for most of the parking lot portion of the project. It is assumed that a second one and one-half (1.5) hour construction observation tour per day will be required on four (4) days when critical construction items are scheduled.
        iii. Additional site visits will be on a time and materials basis.
    b. Prepare electronic Daily Construction Reports of the visits and submit them to the Architect, City, and the Contractor on Monday following the previous week's work. These reports will include construction photographs with commentary.
    c. Receive and review material testing reports as received from the Contractor.
    d. Provide clarification on questions from the Contractor as related to the site work (with assistance of the Architect, if needed). This includes questions via telephone and on-site.
    e. Arrange for and attend up to eight (8) biweekly construction progress meetings with the Owner and the Contractor to determine compliance with schedules and to discuss construction related concerns. The meetings will have notes taken to document items that were discussed that will be typed up and distributed to all in attendance. These meetings will be in conjunction with site visits.
    f. Review a total of no more than five (5) applications for payment from the Contractor.
4. Periodic Construction Inspection by STEINER THUESEN PLLC
    a. Periodic inspections, in addition to the RPR services during the construction period, are performed to check on installation methods, make any judgments necessary for field adjustments, and to monitor work in progress.
    b. Two site visits are anticipated at key points during construction.
    c. Digital reports will be filed with copies to you and the Contractor. Inspection reports may include graphic materials as necessary for clarity.
    d. Depending on Contactor performance, the number of inspection trips can be adjusted. Additional trips will not be made without prior approval of the City.
5. Substantial Completion-Pre-Final Inspection

a. Upon notification of project substantial completion, STEINER THUESEN PLLC in conjunction with CEI will conduct one substantial completion inspection on the job site to determine if the project is ready for occupancy by the Owner.
b. Prepare "Punch List" of deficiencies in the work and submit to the Contractor for completion with a copy to the Owner.
c. Provide supplemental graphic materials for clarity.

6. Final Inspection - CEI
   a. After the Contractor feels all "Punch List" items have been satisfactorily addressed, a final completion inspection will be conducted to be sure the job is 100% complete as specified before issuance of final payment to the Contractor.
   b. Advertisement for Final Payment will be coordinated.
7. Record Drawings and Operations & Maintenance Manuals
   a. The Contractor will be required to maintain as-built drawings during the course of construction. We will draft the contractor's drawings to create the final project record drawings.
   b. Both hard and digital copies of the Record Drawings will be provided.
   c. Our office will retain permanent electronic copies of the record drawings in our project files.
   d. Review Contractor provided Operations & Maintenance Manuals to determine compliance with documents. Copies of the approved manuals will be provided at the completion of the project.
8. Warranty Period Services
   a. CEI will make one (1) observation tour of the project for eleven-month warranty inspections.
   b. A list of deficiencies in the work will be prepared and submitted to the Contractor for completion with a copy to the Owner.
9. Additional Services
   a. Review and verification of the accuracy of documentation requested or required by LWCF, given that such documentation will depend, in whole or in part, upon information provided to the City of Gillette by the Successful Respondent within their scope of work.
   b. Verify and provide additional construction survey and staking as it pertains to the proper siting of the playground equipment.

2.0 KEY PROJECT PERSONNEL

We have assembled a team of professionals with unmatched knowledge and experience in parks and recreation design and construction management services. Our team will provide the necessary perspective to successfully complete the needed design development, construction documents, cost estimating, construction management, and inspection services to make this project a success.

STEINER THUESEN PLLC. (LANDSCAPE ARCHITECTURE)
Nathan Steiner ASLA | CLARB | CGIA – Principal Landscape Architect & Project Manager: Nathan is a registered Landscape Architect and holds National CLARB certification. He is also a certified golf irrigation auditor providing auditing services to golf courses, parks, cemeteries, and large commercial developments. His focus has been providing master planning and the production of complete development packages that include site layout, grading, hardscape, landscape, irrigation, and site furnishing plans. Over the past 28 years Nathan has provided design and construction document preparation as well as construction

period services for parks, athletic complexes, cemeteries, and large scale turf irrigation projects. Nathan will function as the project landscape architect, project manager, and task leader working directly with other team members. He will provide day-to-day direction for staff and consultants as well as be responsible for timely delivery of all design products. Nathan will also be the main point of contact between the City and the design team.

Gwen George – Designer & CAD Operator: Gwen, a graduate landscape designer, has contributed to every design effort undertaken by the firm in the past 29 years including many community and regional parks, cemeteries, numerous golf courses, and several major athletic complexes. Gwen is expert in the use of our CAD systems and equipment as well as our 3D design software. She is able to produce complex full color design and technical drawings quickly and efficiently through the use of this specialized software and hardware. Gwen has provided GPS data collection for several park and golf course projects creating pre-design base maps as well as high quality post construction record drawings. Gwen will be responsible for production of all design products working in conjunction with Nathan.

CONSOLIDATED ENGINEERS, INC. (CIVIL ENGINEERING)
Edward S. Scott, P.E. - Principal Engineer & Licensed Wyoming Engineer: Ed has over fifty-two (52) years of experience in civil and structural engineering in the fields of industry, manufacturing and private practice. His design and project management experience includes structures and buildings for numerous & varied facilities, potable water systems, sewerage collection, street and road design, routing studies, ADA compliance, pavement management, foundation design, structural condition assessments, and drainage facilities. Additional experience has been gained in project cost estimation, feasibility studies, contractor coordination, regulation enforcement, contract negotiation and permitting, Ed will serve in the capacity of Engineer of Record for the Engineer Services required for the successful completion of the work.

Dennis G. Stillman - Project Manager: Dennis has over forty-four (44) years of experience in civil engineering in private practice in the Gillette and northeast Wyoming area. His civil design and construction administration experience includes site planning and development, street rehabilitation, sanitary sewer collection (new design and rehabilitation), storm sewer design, roadway design, drainage channel design, subdivision planning, feasibility studies, water distribution system design, permit applications, code compliance's, materials specifications, surveying, and construction observation. Dennis will coordinate the Civil Engineering and Resident Project Representative services that are to be provided.

Steve Stillman - Engineering Technician & RPR: Steve has over twenty-one (21) years of experience in the engineering industry, with experience in numerous civil engineering projects with tasks including data gathering, drafting and plan preparation, field analysis of pavement and drainage, substantial construction observation, materials testing, construction administration, client interfacing, construction quantity tracking and calculation, documentation and closeout. Steve will serve as the Resident Project Representative.

STEINER THUESEN PLLC has completed several projects with CEI, the most recent projects being the groundwater monitoring wells on Shoshone Ave. and the Gillette College Soccer Complex.

SLOAN ENGINEERING SERVICES (STRUCTURAL ENGINEERING)
Charles (C.J.) Sloan, P.E., Structural Engineer: C.J. is a professional engineer and has been practicing for 20 years. His experience includes commercial site plans, commercial

subdivision infrastructure plans, SWPPPs, simple commercial and residential foundations, road design, water system design, sanitary sewer design, storm sewer system and detention design, all associated reports and application paperwork, plot plans, open hole inspection letters, and engineering forensic investigation letters, etc. C.J. will provide foundation review and design of the playground and port-a-let enclosure.

This will be our first project with SLOAN Engineering Services.

ADVANCED GEOTECHNICAL SOLUTIONS. (GEOTECHNICAL ENGINEERING)
Ben Hauser, P.E., GIT – Principal Engineer: Ben has been performing geotechnical engineering, construction materials testing, and project management for more than 17 years within Wyoming and the Rocky Mountain West. During this time, in a highly variable geographic and geologic region, he has had the opportunity to solve various geotechnical engineering problems. Ben relies on his geological and geotechnical engineering education at the South Dakota School of Mines and Technology and his hands-on experience in the field to solve these challenging questions. Ben will serve as the geotechnical engineer for the project.

This will be our first project with Advanced Geotechnical Solutions. We have struggled to find quality geotechnical work in the Gillette area over the last few years and are looking forward to working with AGS.

PCA ENGINEERING, INC. (SURVEY)
Sheila Slocum, P.L.S. – Survey Manager: With over 20 years of experience with PCA, Sheila is a highly skilled Survey Manager proficient in GPS, robotic total stations, digital levels, and a variety of survey software. She oversees both field and office survey operations, including topographic surveys, ALTA surveys, section subdivisions, rural and urban boundary retracements, and construction staking. In addition to her surveying expertise, she is also proficient in CAD drafting, ensuring precision and efficiency in survey documentation. Her extensive knowledge and technical expertise make her an invaluable asset to the team. Sheila will be responsible for the site survey and any survey work that may be needed during construction.

STEINER THUESEN PLLC is currently working on the Bicentennial Park Adult Softball Renovation project with PCA.

3.0 REPRESENTATIVE PROJECTS & REQUISITE EXPERIENCE

Recent projects have drawn upon our firm's vast experience in park and recreation design and construction management. The following brief list of projects typify our firm's outstanding planning, design, and construction management capabilities. As a small firm practicing in Wyoming, Idaho, and Montana, it is challenging to continuously find playground design projects. Our most recent experience includes projects completed within the last 3 years as well as a few that were completed more than 3 years ago.

1. **Ten Sleep New K-12 School –** Ten Sleep, Wyoming (2021 – currently under construction)
STEINER THUESEN PLLC provided full design, bidding, and construction management on a new K-12 school in Ten Sleep, Wyoming. Service included design of landscape, irrigation, site furnishings, play courts, and playground. Playground was integrated with both K-2 and 3 – 6 grades. Multiple playground options were developed for review and selection by the

Owner. Extensive "substitution request" reviews were performed during bidding phase. Worked with general contractor and installer during construction to adjust equipment locations while maintaining required fall zones due to existing utilities that were discovered during construction.

2. **Coulson Park North & South Improvements –** Billings, Montana (2022 – under construction)

STEINER THUESEN PLLC was hired by the City of Billings to implement portions of the master plan for this reclaimed informal landfill area along the Yellowstone River on the edge of town. The master plan budget was $1.7 million, the approved budget for construction was $400,000. We worked with the City to value engineer plan features to reduce costs. The final design includes ADA accessible walkways from the new ADA parking area to Artist's Point as well as to the new shelter that will be constructed as part of this project. A natural pathway through the overgrown sections of the park will also be constructed with boulder benches along the way. Site features included a self-contained restroom, concrete and decomposed granite trails, picnic tables, steel and natural boulder benches, and a fire ring.

3. **Stodden Park Improvements -** Butte, Montana (2017 – 2024, playground work was completed in 2019)

STEINER THUESEN PLLC teamed with the engineering firm Water and Environmental Technologies, Inc. to provide full landscape architectural design services. Two main public spaces were created. The first included replacement of the outdated play structures with a new, inclusive playground that includes two separate areas for children ages 2 – 5 and 6 – 12. The design takes into consideration physical, cognitive, communication, social-emotional, chronic health conditions, and sensory disabilities. Butte's mining history is on display with themed headframes, mining equipment, and ore carts. The second space is between the new pool and the carousel and includes raised planters, bike racks, drinking fountains, lighting, a plaza with colored pavers forming a harp reminiscent of the Columbia Gardens. The existing tennis courts were in need of repair. Surfacing was peeling off of the substrate and a major portion of one of the play areas had settled leaving the courts in an unusable and unsafe condition. The court improvements included removal and replacement of the settled areas across three of the courts. The entire court surface was milled and leveled off. A new 2" lift of asphalt was installed followed by court surfacing and striping. New net posts along with four basketball uprights were installed creating a multi-use facility. Black vinyl coated fencing was installed completing the renovation of the courts. Bleachers and accessible paving were also provided. All work for this project was within budget and on time. The Playground budget began around $350,000 and expanded to $1,000,000 with the help of a generous private donor. The final phase of the project included the construction of several new tees along with new irrigation loops around the main 9 hole Highland View Golf Course, all within the Stodden Park Recreation Complex.

4. **Campbell County School District #1 – Four New Elementary Schools –** Gillette, Wyoming (2007 – 2015)

As a member of the design team, STEINER THUESEN PLLC provided planning, design, and construction period services for four new elementary schools in Gillette: 1) Hillcrest; 2) Prairie Wind; 3) Stocktrail; and 4) Lakeview. Specific input from teachers and other school district employees were incorporated into the playground designs. Two separate play structures were provided at each school to provide safe play for kindergarten through second grade students and the third grade through sixth grade students. Attention was given to play events that encouraged social interaction in addition to providing a high level of play value.

Landscape and irrigation plans were developed for each site as well. The landscape plan utilizes a combination of large shade, smaller ornamental, and evergreen trees throughout the site to create an inviting atmosphere. Small sports fields were provided at each of the sites for use during physical education classes and as neighborhood soccer fields. Matching benches and trash receptacles are provided at the school entrance and the playground areas. The irrigation systems were designed in a manner that allows all irrigation to take place within the current time frame prescribed by the City of Gillette. The systems are fully automated and designed to take advantage of the school district's future implementation of a central irrigation control system.

STEINER THUESEN PLLC is familiar with the current standards and practices related to playground safety published by the National Recreation and Park Association. We are also familiar with and refer regularly to the "Public Playground Safety Handbook" published by the U.S. Consumer Product Safety Commission. We also work closely with playground manufacturers to ensure that playgrounds designs comply with all current national safety standards.

STEINER THUESEN PLLC has successfully completed three recent projects (withing the last 3 years) that included LWCF funding for a portion of the project. These projects included the following:

1. Douglas Middles School Exterior Renovation – Douglas Wyoming
    a. Project Budget: $1,107,000
2. Central Park Tennis Courts – Billings, Montana
    a. Project Budget: $635,788
3. Coulson Park North & South Improvements – Billings, Montana
    a. Project Budget: $434,000

4.0 EXISTING AND PROJECTED WORKLOAD

We currently have a full workload for the next several months. Our primary projects included the following:

1. Atwell Suites Bozeman- Construction Management beginning late summer 2025
2. Ayres Natural Bridge Park Irrigation System Replacement – Construction will be complete in June 2025.
3. Bicentennial Park Softball Fields 1-3 Improvements – Design will be complete around June 1 with construction taking place in September 2025.
4. Bozeman Sports Park Phase 2 – Design will be complete by May 1 with construction most likely summer and fall of 2025.
5. Buffalo Hill Golf Course Irrigation Renovation- Design will be complete in May 2025.
6. Butte Country Club Irrigation System Review & Deficiency Cleanup – Design in progress with construction taking place in June or July 2025.
7. Carroll College Irrigation Master Plan – Design to be complete by June 2025.
8. Coulson North & South Improvements – Construction to be complete by June 1.
9. Forestvale Cemetery Expansion Plan – Design will run through summer of 2025 with construction taking place in 2026.
10. Monument Hill Cemetery Expansion – Design will be complete by May 2025 with construction summer of 2025.
11. Shoshone Avenue Beautification – Bidding and construction summer and fall of 2025.

12. Sublette County School District Career Technical Education Center – Construction summer and fall of 2025
13. Ten Sleep K-12 School – Construction to be complete June 2025.
14. Wright Cemetery Irrigation Adjustments – Construction to be complete fall of 2025.

This project will fit nicely with our schedule as we will be ready for additional design work to begin around the middle to later part of May. This will allow for the site survey and geotechnical investigation to be complete before the design work starts. We are confident in our ability to perform the work required on this project in conjunction with the other work we have in progress.

5.0 ECJDC E-500 RECOMMENDATIONS

The following items are noted as proposed to tailor the scope of services or responsibilities in the ECJDC E-500.

1. We have not included any time in our proposal to customize the ECJDC E-500. It is anticipated that the City will adjust the document to for this project. We are able to provide this as an additional service.
2. Replace sections A1.01 through A1.03 with our proposed proposal/scope of work. I feel our scope of work is tailored to this type of project a little better than these sections in the ECJDC E-500.

6.0 FEE PROPOSAL

We propose to provide Professional Design, Bidding, Construction Management, and Contract Administration Services based on Compensation Package BC-2: Basic Services – Standard Hourly Rates. These fees will not be exceeded without written approval of the City. This arrangement is fair to both the City and the design team as you will only be charged for work actually performed.

The following estimated fee structure is proposed for the scope of work outlined above. These fees will be honored for a period of 60 calendar days following the date of this proposal. After that period, we reserve the right to renegotiate fees and schedules.

	DESIGN & BIDDING PROCESS:		***FEE:***
1	Geotechnical Investigation	$	7,689.00
2	Site Survey	$	3,235.00
3	Project Kick-off (STPLLC – 1 trip to Gillette)	$	3,293.30
4	Preliminary Design	$	10,420.00
5	Final Deisgn	$	27,566.00
6	Bidding Period (STPLLC – 1 trip to Gillette)	$	6,498.80
	Subtotal	$	58,702.10
	CONSTRUCTION PERIOD SERVICES:		***FEE:***
1	Contract Administration	$	3,535.00
2	PreConstruction Meeting	$	1,038.00
3	Resident Project Representative (RPR) to be provided by CEI	$	27,500.00
4	Periodic Construction Inspection (STPLLC – 2 trips to Gillette)	$	5,096.60
5	Substantial Completion Pre-Final Inspection (STPLLC – 1 trip to Gillette)	$	3,888.30
6	Final Inspection - CEI	$	1,344.00
7	Record Drawings and Operations & Maintenance Manuals	$	2,465.00
8	Warranty Period Services	$	1,521.30
	Subtotal	$	46,388.20
	Total	$	105,090.30
	OPTIONAL SERVICES		***FEE:***
D7	Playground Equipment Selection Prior to Bidding (Optional Approach). (STPLLC – 1 trip to Gillette)	$	4,438.30
CP9	Review of LWCF documentation		TBD
CP9	Verify and provide additional construction survey and staking at playground equipment		TBD

This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 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:	$1,000,000
2)	Bodily injury by disease, each employee:	$1,000,000
3)	Bodily injury/disease, aggregate:	$1,000,000

c. General Liability --

1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
2)	General Aggregate:	$2,000,000

d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Included with CGL Policy

e. Professional Liability (Errors Omissions) –

1)	Each Claim Made	$2,000,000
2)	Annual Aggregate	$2,000,000

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

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This is **EXHIBIT H**, consisting of [13] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 2025].

This Exhibit H hereby incorporates the LWCF Misc Certs and Clauses, pages 1 thru 13 inclusive, as provided by Steiner Thuesen, PLLC on March 25th, 2025

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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Federal Project No.: LWCF 56-00963 Project Sponsor: City of Gillette

LWCF: Miscellaneous Certifications and Clauses to be Completed and Signed by all Bidders

This project is subject to an Agreement between the Project Sponsor and the Wyoming Department State Parks and Cultural Resources (SPCR) to utilize federal funding from the Land and Water Conservation Fund.

The provisions of Wyo. State § 16-6-102 and 16-6-104, Preference for Wyoming labor and materials, may apply. Geographic preference may be used in bidder selection. (see PL §200.319)

The undersigned Bidder hereby proposes to furnish all materials (except materials furnished by the Project Sponsor) including machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in accordance with the plans, current standard specifications, special provisions, and for the prices set forth in the **attached schedule**. The schedule is to include major work components with costs and expected completion dates and other requested information.

Please read the entire document before signing.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company? **YES (X)** **NO ( )**

II. Is the above Bidder currently registered with the Wyoming Secretary of State to do business in the State of Wyoming? **YES (X)** **NO ( )** (Please attach a copy of your registration.)

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person(s) associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES ( ) **NO (X)**

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years? **YES ( )** **NO (X)**

III. Has any interested party have a debarment pending? **YES ( )** **NO (X)**

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?
YES ( ) **NO (X)**

V. If registered with SAM.gov, UEI: CLSYSNNKT9V5

If the answer is YES to any of I-IV above, insert Suspension or Debarment actions below:

APPLICABLE: **YES ( )** **NO (X)**

SUSPENSION OR DEBARMENT LISTING

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION
N/A		

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Not Applicable to Services Being Provided

Affirmative steps are required to utilize Minority Business Enterprises, Woman Business Enterprises, and labor surplus area firms when possible as described in the Code of Federal Regulations (CFR) §200.321 ("Disadvantaged Business Enterprises" or "DBE") and are encouraged to utilize Veteran Owned/Run Businesses as possible sources of supplies, equipment, construction, and services.

Qualified DBE's are to be included on the Project Sponsor's (listed in header) solicitation list as well as other requirements described in §200.321.

(I.) Bidder certifies that:

(A.) It has taken and will take affirmative action to seek out and consider DBE's as potential subcontractors.

(B.) It has taken and will take affirmative action to seek out and consider DBEs as potential suppliers.

(II.) Further, the Bidder shall:

(A.) List all DBE's contacted (and those that responded) on the following form and complete the requested information for each.

(B.) If applicable, mark that subcontracting is not anticipated.

(C.) If subcontracting occurs, provide the list to the Project Sponsor within thirty (30) days of project completion.

(D.) Make available upon request the bids submitted from each DBE and from non-DBE bidders.

DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

☐ The Bidder is a DBE (explain here): ___

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish benches as a supplier and providing labor as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

☐ Do Not Intend to (or did not) Subcontract Work (Note: Add additional lines if needed.)

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method(s)	Contact Date(s)	Contact Result
				☐ No Response or Not Interested ☐ Not quoting on this project ☐ Quote submitted ☐ Bid Amount $ ☐ Selected for Work or Materials
				☐ No Response or Not Interested ☐ Not quoting on this project ☐ Quote submitted ☐ Bid Amount $ ☐ Selected for Work or Materials

Not Applicable to Services Being Provided

BUILD AMERICA BUY AMERICA REQUIREMENTS

Federal law §200.322 Domestic preferences for procurements, PL 117-58 Infrastructure and Jobs Act, and Executive Order 14005 Ensuring the Future is Made in All America by All of America's Workers apply to this project. All contracts and subcontracts must reference these laws and policies.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Please list all items that will be manufactured or purchased for this project.

These are only the items that pertain to the Scheduled work that will be delivered.

Items may be grouped.

If manufactured in US but a major component is non-American material, please note and describe, i.e. not available in US.

For example, if a playground is manufactured in US but the materials are from out of US, please note.

Please add rows to the form as needed. An alternate form may be used and/or the information may be added to the Schedule.

☐ Alternate form attached

WHEN AVAILABLE, please submit your organization's Build America Buy America Compliance for this project clearly listing the items that are and are not American made and the reason for any non-USA items.

Do not include concrete, cement, cementitious materials, aggregates (i.e. stone, sand, gravel), and aggregate binding agents or additives.

Do not include items needed to do the job such as tools, equipment, supplies (i.e. trucks, scaffolding, office equipment).

Item to be manufactured or purchased	Manufacturing Location	List any major components that are non-American-made/sourced	% US[1]	Note why if not American (manufactured & components)
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:

[1]Percent of the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States.
Other may include cost increases overall cost by more than 25% or procurement outside the public interest.

BIDDER INFORMATION

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

(I.) The undersigned certifies, to the best of his or her knowledge and belief, the following:

(A.) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B.) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the Project Sponsor Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C.) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

(I.) General.

(A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-

Aid Highway Act of 1968. The requirements set forth in these certifications and clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

(B.) The Bidder will work with the Project Sponsor and SPCR in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

(C.) The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity:

(i.) The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.

(ii.) The Bidder will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

(II.) Equal Employment Opportunity Policy.

(A.) The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

(III.) Equal Employment Opportunity Officer.

(A.) The Bidder will designate and make known to the Project Sponsor the Bidder's contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

(IV.) Dissemination of Policy.

(A.) All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(i.) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work, and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(ii.) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(iii.) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

(B.) The Bidder and all Subcontractors shall take the following actions:

(i.) Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(ii.) The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

(C.) In the event the Bidder has a valid bargaining agreement providing for exclusive hiring practices, Bidder will remain in compliance with equal employment opportunity provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

(D.) The Bidder will encourage present employees to refer minority group applicants for employment. Appropriate notices or bulletins will be posted in areas accessible to all employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

(VI.) Personnel Actions.

(A.) Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. These procedures shall be followed:

(i.) The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(ii.) The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(iii.) The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

(A.) The Bidder will assist in locating, qualifying, increasing the skills of, and increasing the proportion or number of applications for employment among minority group and women employees.

(B.) Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship and on-the-job training programs. Where feasible, 25 percent (25%) of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

(C.) The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

(D.) The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(VIII.) Unions.

(A.) If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

(i.) The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(ii.) The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

(B.) In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify the Project Sponsor.

(IX.) Subcontracting

(A.) The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders may be able to obtain lists of minority-owned construction firms from the Wyoming Department of Transportation.

(B.) The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

(C.) Bidder agrees to pay subcontractors within thirty (30) days of payment from Project Sponsor for all satisfactory work performed and retainage. Receipts will be retained and may be requested from the Project Sponsor.

(X.) Records and Reports.

(A.) The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate the following:

(i.) The number of minority and nonminority group members and women employed in each work classification on the project.

(ii.) The progress and efforts made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their work force),

(iii.) The progress and efforts made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(iv.) The progress and efforts made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

(B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.

(C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

(XI.) Other

(A.) This project is subject to CFR 2 §200.322 Domestic preferences for procurements. Please note any exceptions in Build America Buy America section above.

(XII.) SHPO: The property for this project was reviewed by the Wyoming State Historic Preservation Office which found that the documentation meets the Secretary of Interior's Standards for Archaeology and Historic Preservation (48 FR 44716-42). If any cultural materials are discovered during construction, work in the area shall halt immediately and the Sponsor shall be immediately notified. Work may not resume until approval is granted by SPCR.

The remainder of this page is intentionally left blank.

Federal Fund Notification

This project is funded in part with a federal Land and Water Conservation Fund grant for which the Sponsor is a Subrecipient.

FAIN # P24AP01390 **LWCF # 56-00963** **CFDA # 15.916**

BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses. If selected as a subcontractor, this document will be added to contract for the services.

Bidder certifies that a pricing schedule consisting of N/A pages is attached to this document.

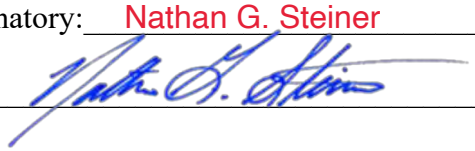
Bidder Name: STEINER THUESEN PLLC

Bidder Mailing Address: 1925 Grand Ave. Suite 105, Billings, MT 59102

Email: nathan@steinerthuesen.net

Phone Number: 406-252-5545

Printed Name of Bidder's Authorized Signatory: Nathan G. Steiner

Signature of Authorized Signatory: 

Date: March 19, 2025

Refer to proposal for pricing schedule.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 2025].

Not Used

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 6th, 2025].

Special Provisions

Paragraph(s) [6.07, 6.11, 6.13] of the Agreement is/are amended to include the following agreement(s) of the parties:

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

Replace WYO. STAT. §§ 1-39-101-121 with WYO. STAT. §§ 1-39-101-120 at the appropriate place in the paragraph.

2: Paragraph 6.11 *Indemnification and Mutual Waiver* is hereby removed in its entirety and replaced with the following:

6.11 *Indemnification*

B. *Indemnification by Engineer:* The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of:

1. The negligent acts, negligent errors, negligent omissions, negligent conduct, or negligent operations of Engineer or any of its officers, sub-contractors, agents, or employees

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

C. 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.

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

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 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

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G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the 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 the Engineer and/or the Contractor at the earlier 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 payment 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.

H. *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 appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

Paragraph 6.13(3) *Severability* is hereby removed in its entirety and replaced with the following:

C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

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4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

Paragraph 6.13 is hereby amended to add the following to the end of the paragraph:

G. *Federal Registration with SAM.gov*: Throughout the entire term of all services provided for under this agreement, Engineer shall be required to have and maintain an active registration in good standing with SAM.gov.

H. *Requirements of Agreements Between Engineer and Subconsultants and/or Subcontractors:* All Agreements between Engineer and any Subconsultant or Subcontractor shall incorporate the following documents by reference per funding source requirements:

1. *LWCF Misc Certs and Clauses*

Engineer shall be required to provide to Owner one (1) electronically transmitted copy of each and every fully executed agreement between Engineer and any subconsultant or subcontractor within thirty (30) days of the effective date of any such agreement.

I. Failure by Engineer or any subconsultant and/or subcontractor of the terms and conditions described in paragraph G or H above, in whole or in part, shall constitute grounds for Termination of this Agreement between Engineer and Owner For Cause per the terms and procedures provided for in Article 6, Paragraph 6(B).

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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 [May 6th, 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:
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

Appointment of an Official Voting Delegate and Alternate Delegate for the 2025 WAM Summer Convention.

CASE BACKGROUND:

WAM is requesting that your municipality's governing body appoint its Official Voting Delegate and alternate to WAM's Summer Convention Business Meeting, held Thursday, June 12, 2025, in Cheyenne. Items that your Voting Delegate will be voting on may include WAM Presidential Election, Resolutions, and Membership Dues. Any individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the only one allowed to vote for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate. The attached form must be completed and sent to WAM by Friday, May 23, 2025.

If the official delegate is not able to attend the conference at the last moment, you may reappoint someone else. For this change to be accepted we do need the change in writing. You may send/fax it to the WAM office by Friday, May 23 or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk by Wednesday, June 11 before 12:00pm. After that time, changes will not be accepted.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Voting Delegate Memo

Wyoming Association of Municipalities
Building Strong Communities

TO: **All Mayors/Clerk-Treasurers/Administrators-Managers**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2025 WAM Summer Convention**

DATE: March 3, 2025

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 12, 2025, in Cheyenne. Items that your Voting Delegate will be voting on may include WAM Presidential Election, Resolutions, and Membership Dues. ***Any*** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the ***only one allowed to vote*** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 23, 2025. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 23** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 11 before 12:00pm**. After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

WYOMING ASSOCIATION OF MUNICIPALITIES
2025 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the ***Official Voting Delegate*** for the 2025 WAM Summer Convention Business Meeting in Cheyenne, Thursday, June 12, 2025.

City/Town:_____

Name:_____

Title:_____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest:_____(City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 23, 2025.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

ORDINANCE 1ST READING
An Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

SUGGESTED ACTION:

I Move for Approval of the Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

CASE BACKGROUND:

This ordinance multiple presentations on the City's budgeted and proposed trap-neuter release program. The goal of this ordinance is to address the rise and proliferation of feral cats within city limits.

The proposed ordinance modifies Chapter Four in several respects. Most importantly, it provides a mechanism for individuals to report feral cats for animal shelter staff or other certified professionals to trap, spay or neuter, and return the feline to its original location. In conjunction, this ordinance also provides a narrow exception to the City's at large, stray, and abandonment regulations.

STAFF REFERENCE:

Sean A. Brown, City Attorney.

ATTACHMENTS:
TNR Ordinance

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING ARTICLE VIII, SECTION 4-44 OF THE GILLETTE CITY CODE REGARDING THE TRAP-NEUTER RELEASE PROGRAM FOR CERTAIN CATS IN THE CITY OF GILLETTE.

RECITAL: the Governing Body of the City of Gillette desires to add Article VIII, Section 4-44, to Chapter 4 of the Gillette City Code to address certain issues regarding feral cats with the City of Gillette, Wyoming.

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

SECTION ONE. Chapter 4, Article VIII, Section 4-44, of the Gillette City Code is hereby established to read as follows:

Article VIII. Trap Neuter Release

§4-44 Trap Neuter Release of Community Cats

A. Authority:

Authority is granted to cities and towns by Wyoming Statute 15-1-103(a)(xiv) to regulate animals within the city and to provide for the operation of animal control and animal shelter services.

B. Definitions:

(i) Alter or Altered: to render an animal incapable of reproducing, by medically safe standards.

(ii) Community Cat: any free roaming cat lacking any identifiable evidence of ownership that has access to adequate food, water, and shelter as evidenced by the general body conditions of the cat or any cat that may be cared for by one or more residents of the immediate area, either known or unknown, and may or may not be socialized. Community cats are exempt from any stray or at large provisions, licensing, or limits.

(iii) Community Cat Caregiver: a person who provides care to a cat including providing food, shelter, or medical care. A Community Cat Caregiver shall not be considered an Owner, of a Community Cat for purposes of this Section.

(iv) Ear-tip or tipping: the removal of the one-quarter-inch tip of a cat's left ear under this section, performed while the cat is under anesthesia, to identify the community cat as being altered and lawfully vaccinated for rabies prior to release.

(v) Humane Trap: a device designed to capture or contain an animal without causing injury to the animal.

C. Trap Neuter Release (TNR) for Community Cats.

(i) The City of Gillette ("City) recognizes the need for innovation in addressing the issues presented by community cats. The City has determined that **Trap Neuter-Release** (TNR) is the most effective and humane method to manage and reduce the population of feral or ownerless cats within the community. Community Cat Caregivers, animal welfare organizations, local veterinarians, animal control officers and other City staff shall be authorized to carry out TNR steps and goals. Each cat taken in under this section shall be Ear Tipped, Altered, and receive at least one vaccination against rabies. This Section shall not apply to pet cats who are microchipped or have other accessible up to date owner identification, or cats who are deemed to be well socialized or are otherwise eligible to be adopted when deemed appropriate by the Gillette Animal Control and Services.

(ii) In accordance with the initiative created by this Section, the following actions shall be permitted in the City in conjunction with TNR:

1. Placing a Humane Trap, for the sole purpose of Altering, vaccinating for rabies and Ear-Tipping community cats under the supervision of a licensed veterinarian;

2. After receiving any necessary veterinary care, an Ear-Tipped Community Cat received by the City animal shelter or other certified professional shall be returned to the location where the cat was originally trapped; and

3. Community Cat Caregivers are authorized to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out trap-neuter-return and/or returning Ear-Tipped Community Cats to their original locations.

(iii) Community Cats shall be exempt from any licensing, limits, stray, abandonment and at-large provisions of this Chapter.

(iv) Community Cats that disturb the peace by habitually or repeatedly destroying, desecrating, or soiling private property may be considered a nuisance pursuant to Gillette City Code 4-10.

1. Gillette Animal Control and Services shall investigate any alleged violation of this Section, or in conjunction with any other section of this Chapter, upon receipt of statements of complaint. The form for a complaint under this Section will be provided by Gillette Animal Control free of charge. Such form must specify the address or location of the alleged violation, the nature of the issue, the time and date(s) of the concern, and a description of the cat(s), at a minimum.

First Reading: May 6, 2025.
Second Reading: _____.
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: _____

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 2025**

TITLE:

ORDINANCE 1ST READING
An Ordinance to Amend Chapter 10, Sections 10-, 10-4, 10-5, and 10-7 of the Gillette City Code.

SUGGESTED ACTION:

I move for the approval of the Ordinance to Amend Chapter 10, Sections 10-, 10-4, 10-5, and 10-7 of the Gillette City Code.

CASE BACKGROUND:

This proposed ordinance amendment includes some requested changed to the Novelty Shop concept under G.C.C. 10-4. This amendment would delete the requirement that certain novelty shops apply for a license on an annual basis. However, these novelty would still be subject to the same prohibit practices and certain location restrictions contained in this Section.

Additionally, based on a meeting with the local farmer's market association, this proposed amendment creates an "umbrella" license that would permit farmer's market associations to cover a number of vendor's under the farmer's market association's license.

Further, the proposed amendment changes and edits some definitions between the Itinerant Vendor and Mobile Food Vendor section to clarify when each applies.

Finally, the proposed amendment broadens the exception to the Special Event license in terms of political protests.

A redline copy of Chapter 10 is attached as well.

STAFF REFERENCE:

Sean A. Brown, City Attorney.

ATTACHMENTS:
Ordinance Amending Chapter 10

Chapter 10 Proposed Amendments (Redline)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10, SECTIONS 10-2, 10-4, 10-5, AND 10-7 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 10 Section 10-2 "Itinerant Vendors and Door-to-door Solicitors", 10-4 "Sexually Oriented Businesses", 10-5 "Mobile Food Vendors", and 10-7 "Special Events, Parades, and Public Right of Way and City Property Closures" of the Gillette City Code.

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

SECTION ONE. Chapter 10 Section 10-2 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-2. Itinerant Vendors and Door-to-door Solicitors

1. Purpose; Authority; Scope

a. The purpose of this Section is to establish regulations and procedures for licensing and regulating temporary or transient merchants, known as itinerant vendors, and residential door-to-door solicitors conducting or soliciting sales and related activities within the City.

b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii) and W.S. 33-20-210.

c. All applicants must comply with W.S. 33-20-201, et. seq. in addition to this Section.

d. Unless an individual or entity is utilizing a Mobile Food Unit or Mobile Food Truck as defined in G.C.C. 10-5(2), an individual or entity licensed under this Section does not need a separate Mobile Food Vendors license governed by G.C.C. 10-5.

2. Definitions

a. "Applicant" means an individual who is at least eighteen (18) years of age, that is affiliated with a corporation, partnership, limited liability company, organization, association, or other lawfully formed entity, and is a designated representative of the same.

b. "Itinerant Vendor" means all persons, business, or organizations, either as principal and agent, that transact any temporary or transient business selling goods and services of any kind, either in one locality or more or by traveling from one or more places in Wyoming, and, for the purpose of carrying on such business hire, lease or occupy a building or permanent structure, temporary structure (including, but not limited to, tents) or motor vehicle, for the exhibition and sale of such goods, limited food items under the definitions of Food Stands or Pushcarts below, wares or merchandise.

c. "Door-to-door Solicitor" means any person, business, or organization that sells, offers for sale, takes or solicits orders for, gives away, delivers or promises to deliver in the future goods or services of kind at any residential property in the City. This definition

does not apply to instances where the owner or occupant of residential property expressly invites a Door-to-door Solicitor to enter the residential property.

d. "Food Stands" or "Pushcarts" means non-permanent and movable stands or carts that may be moved that provide pre-packaged or home-grown food items, or food items requiring only limited preparation.

e. "Prohibition Sign" means all signs or notices in the English language of legible size, designed and apparently intended to serve notice or convey the meaning that any person coming upon the property where the same is posted as an unsolicited sales or Itinerant Vendor is unwelcome and is not to call upon the occupant or tenant of the property.

f. "Residential property" means any building or structure, or part thereof, located within the City that is predominantly occupied by any person(s) as a dwelling, home, or place of abode.

g. "Sale," "Sales," "Sell" as used in this section means a transaction between two or more adult parties that involves the exchange of tangible or intangible goods, services, or other assets for money.

3. Itinerant Vendor License, Application

a. Itinerant Vendor Licenses are issued by the City Clerk.

b. To be considered for an Itinerant Vendor's license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

i. Applications Must Include the Following Information:

1. Applicant's name, home address, telephone number, email, date of birth, and aliases.
2. All affiliated business or organization name(s), physical and mailing addresses, phone numbers, and contact emails.
3. Whether the Applicant, or their affiliated business or organization has ever had a similar type of license revoked, suspended, or denied, and, if so, a summary of the reasons regarding such revocation, suspension, or denial.
4. Proposed date(s) of sales, proposed hours of operation, the address or location and zoning classification of the proposed site for the sales.
5. A description of the items to be sold.
6. If the location of the sales is on a private parking lot, then submission of written permission of the owner of the lot must be provided to the City Clerk, and available upon request at any time the license is in use.

ii. Authorization and Consent

1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant.

iii. Applications for "Umbrella" Licenses for Farmer's Markets Permitted

1. A non-profit farmer's market organization may apply for an umbrella Itinerant Vendor license under which multiple vendors may operate.
2. In addition to the information required by G.C.C. 10-2(3)(b)(i) and (ii), an applicant for an umbrella license must provide:
    a. The name, address, telephone number, and email address of each proposed vendor to be covered under the umbrella license; and,
    b. A description of the items each such vendor will sell.
3. The above information must be provided to the City Clerk either at the time of submitting an application, or within one (1) week after the date in which a proposed vendor participates in an event covered by the umbrella license.

iv. Timeline for Approval and Utilization
1. Upon submission of the application, the license will be denied or approved and available for retrieval from the City Clerk's office within three (3) business days.

v. Fees:
1. The fee for an Itinerant Vendor License or umbrella license is fifty dollars ($50).

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Itinerant Vendor License, or any proposed vendor under an umbrella license, for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.

d. Every person licensed as an Itinerant Vendor must possess and display the license issued by the City in a conspicuous place within public view while conducting sales.

4. Residential Door-to-door Solicitor's License Required

a. Door-to-Door Solicitor's Licenses are issued by the City Clerk.

b. To be considered for a Door-to-door Solicitor's License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

i. Applications Must Include the Following Information:
1. Applicant's name, home address, telephone number, email, date of birth, any known or used aliases, and confirmation of being at least eighteen (18) years of age or older.
2. If applicable, all affiliated business or organization name(s), physical and mailing addresses, phone numbers, contact emails, and the name and contact information of the individual who will be responsible on behalf of the licensee for supervising any individual receiving a license identification badge to conduct activities.
3. Identification of each individual, including a social security number, proposed to receive a license identification badge to conduct activities as a door-to-door solicitor, with the same requirements identified in b.i.1. above.

4. Two (2) current front-face portrait photographs of each individual identified above. The photographs must be approximately two inches (2") by two inches (2") in size. One photo will be retained by the City Clerk, and one will be affied to the license identification badge.
5. Whether the applicant or affiliated business or organization, has ever had a similar type of business license, in Wyoming or elsewhere, revoked, suspended, or denied, and any reason for such action.
6. Proposed date(s) of door-to-door sales, proposed hours of operation, and copies of any advertising materials used.
7. A description of any items, goods, merchandise, or services that will be offered for sale or involved in the taking of sale orders by the door-to-door solicitors.

ii. Authorization and Consent
1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant(s).

iii. Timeline for approval and utilization
1. Upon submission of the application, and if approved, the application and any badges that will be issued will be available for retrieval from the City Clerk's office after three (3) business days.

iv. Authorized hours of Solicitation
1. Door-to-door Solicitors License may only be utilized from the hours of 10 a.m. to 7 p.m. Mountain Standard Time (MST).

v. Fees
1. The fee for a Door-to-door Solicitors License is fifty dollars ($50).
2. Each individual person applying for a badge to work or otherwise participate under the license must pay a fee of ten dollars ($10) for the background check and for the creation of an identifying badge.

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Residential Door-to-door Salesmen and Solicitors License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
d. Every person licensed under the Door-to-door Solicitors License must possess and display their City-issued badge in a conspicuous place within public view while conducting Door-to-door sales.

5. Prohibited Practices for Itinerant Vendors and Door-to-Door Solicitors

a. No Door-to-Door Solicitor may contact any individual at a residence with a Prohibition Sign.
b. No Door-to-Door Solicitor may contact, engage with, or conduct activities at locations or residences after having been requested by the owner or occupant of such location to leave the premises or resident.
c. No Door-to-Door Solicitor shall fail to verbally identify themselves and the business or organization they represent, and the purpose of the solicitation, at the time of initial contact with a prospective customer or donor.
d. No person, business, or organization licensed under this section may misrepresent the purpose of the solicitation or sale or use false, deceptive, misleading, or untrue information in any communication with any individual. This may include but is not limited to information such as orders placed by other residents or neighbors to induce a sale, or any plan or scheme which misrepresents the true purpose of the Sale.
e. No person, business, or organization licensed under this section may make statements to any person indicating or implying that the issuance of the license by the City Clerk constitutes an endorsement by the City.
f. No Itinerant Vendor or Door-to-Door Solicitor may conduct business or activity allowed by this Chapter for more than ten (10) total days per calendar year; however, vendors utilizing Food Stands or Push Cart, or vendors of fresh produce, fruit, farmer's markets products, or Christmas trees may apply to the City Administrator or his designee for one ninety (90) day exemption from this provision.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:
    i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.
    ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
    iii. Distribution of free literature or information which is not affiliated with any form of attempting to offer to sell, or take orders for any goods, merchandise, or service.
    iv. The sale of any of any home-made goods by a child age seventeen (17) or under in one stationary, temporary location.

SECTION TWO. Chapter 10 Section 10-4 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-4. Sexually Oriented Businesses

1. Authority; Purpose

a. The provisions of this Section are legislated by virtue of the authority granted under W.S. 15-1-103(a)(xvi), and other relevant laws and regulations.

b. The purpose of this chapter is to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent concentration of sexually oriented businesses within the City.

2. Definitions

a. "Adult Cabaret" means a building or portion of a building featuring dancing or other live entertainment if the dancing or entertainment emphasizes the exhibiting of specific sexual activities or specified anatomical areas for observation by patrons.
b. "Adult Media" means magazines, books, videotapes, movies, slides, CD-ROMs, DVDs, images, or technology or other media used or depicting displaying, or describing hard-core Sexual Material.
c. "Adult Media Store" means an establishment that rents, sells, or otherwise as a significant aspect of its operation distributes adult media, including, but not limited to, establishments that advertise or hold themselves out in any forum as "XXX," "adult," "sex," or otherwise as a sexually oriented business other than an Adult Motion Picture Theater, or Adult Cabaret.
d. "Adult Motion Picture Theater" means an establishment emphasizing as a significant aspect of its operations Hard-core Sexual Materials in its movies or other media.
e. "Display Publicly" means the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be easily seen and its content or character distinguished by normal unaided vision viewing it form a street, highway, or public sidewalk, or from the property of others.
f. "Establishment" means any business regulated by this Section.
g. "Explicit Sexual material" means any Hard-core Sexual Material.
h. "Hard-core Sexual Material" means media characterized by sexual activity that includes one or more of the following: erect male sexual organ; contact of the mouth, tongue, or lips of one person with the genitals of another person; penetration of any body part of a person into any body orifice of another person; display of open female labia; penetration of a foreign object into a body orifice of a person, displace of male ejaculation or the aftermath of male ejaculation.
i. "Nude Model Studio" means any place where a person who appears nude, mostly nude, or displays any human sexual organ and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money offer other forms of consideration.
    i. This shall not include:
        1. a proprietary school licensed by the State of Wyoming, or any college, junior college, or university supported entirely or in party by public taxation;
        2. a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
        3. a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or mostly nude person is available for viewing.
j. "Media" means anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape, DVD, images of any kind, or any reproduction of

anything that is or may be used as a means of communication. Media includes but is not limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMs, DVDs, other magnetic media, and undeveloped pictures.

k. "Semi-Nude or Semi-Nude Condition" means a state of dress where clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

l. "Sexually Oriented Toys or Novelties" includes but is not limited to items such as artificial sexual organs, vibrators, lubrication, etc.

m. "Novelty Shop" means an establishment that offers for sale items from both of the following categories and such items constitute at least thirty (30%) of local revenues for the establishment:
   i. Lingerie; and,
   ii. Sexually oriented toys or novelties.

n. "Sexually Oriented Business" means and describes collectively, but is not limited to Adult Cabaret, Adult Motion Picture Theater, Adult Media Store, Novelty Shop, or any combination thereof.

3. Application for License; Fees; Prohibition on Re-applying

a. Sexually Oriented Business licenses are issued by the Gillette City Council.

b. To be considered for a Sexually Oriented Business license, persons at least eighteen (18) years' old, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

c. Applications must contain the following information:
   i. Name, address, telephone number, date of birth, and email contact for the individual filling out the application.
   ii. Name, physical address, telephone number, and email contact of the business or proposed business effected by the application, as well as the classification of business, whether a partnership, corporation, L.L.C., etc.
   iii. A sketch or diagram showing the configuration of the business premises, including a statement of total floor space occupied by the business.
   iv. A specific description of the location of the business.
   v. An explanation of the general nature of the business and intended hours of operation.
   vi. A signature of each applicant that the license would include, with any individual that has a financial interest in the business or plans for the business, swearing to the truthfulness of the contents of the application under penalty of perjury.

d. A copy of the application will be provided to the Gillette Police Department for investigation of the application. Application information may also be referred to other agencies and departments for approval of the proposed business at the proposed premises.

e. Fees
   i. The fee for a Sexually Oriented Business license is two hundred and fifty dollars ($250).

f. If an application is denied, suspended, or revoked, an applicant must wait one (1) year from the date of the denial before re-applying for a Sexually Oriented Business license.

4. Licensing Exemption for Certain Novelty Shops; Permitted Locations

a. As long as they are not combined with any other type of Sexually Oriented Business, Novelty Shops consisting of 2,000 square feet or less are exempt from the application procedures and licensing requirements above ("Exempted Novelty Shops").
b. Notwithstanding G.C.C. 10-4(5)(c), Exempted Novelty Shops may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.
c. All Exempted Novelty Shops must comply with G.C.C. 10-4(5)(a)(i-v) and (b)
d. All Exempted Novelty Shops must comply with G.C.C. 10-4(6).
e. Failure to comply with this G.C.C. 10-4(4) may result in the Gillette City Council requiring an Exempted Novelty Shop to apply for a Sexually Oriented Business license.

5. Location Requirements and Restrictions of Sexually Oriented Businesses

a. No Sexually Oriented Business may be within five hundred (500) feet of the following:
   i. Religious institutions.
   ii. Preschool and K-12 educational institutions.
   iii. Parks, playgrounds, and recreational facilities.
   iv. Libraries.
   v. Childcare centers, family childcare centers, and family childcare homes, or youth organizations like the Boys and Girls Club.
   vi. Any location being used as a residence.
   vii. Another Sexually Oriented Business.
b. The measurement of the five-hundred-foot set back shall be made in a straight line:
   i. For other Sexually Oriented Businesses to the nearest portion of the structure used for the business.
   ii. For all other restricted businesses without regard to intervening structures or objects, from the nearest portion of the structure used for a sexually oriented business, to the nearest portion of the lot line for such protected use.
c. Zoning
   i. [Deleted]
   ii. All Sexually Oriented Businesses must operate within the I-2 Heavy Industrial District, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

6. Prohibited Practices

a. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to enter or remain in the Sexually Oriented Business, unless the minor is accompanied by a parent or guardian.
b. No person operating or employed by a Sexually Oriented Business may allow a person under the age of eighteen (18) to purchase goods or services from the Sexually Oriented Business without the specific consent of such minor's parent or guardian.
c. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to work at the Sexually Oriented Business.
d. No person operating or employed by a Sexually Oriented Business may permit the Sexually Oriented Business to remain open for business at any time between 2:00 a.m. and 6:00 a.m. on any day.
e. No person operating or employed by a Sexually Oriented Business may permit the viewing or showing of digital Adult Media, including, but not limited to, film or video, on the Sexually Oriented Business premises.

f. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, no person, other than an employee, may appear, entertain, or perform in a semi-nude condition.
g. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, employees appearing, entertaining, or performing in a semi-nude condition may not have any direct physical contact with any patron or customer

7. Inspections

a. An applicant or licensee must permit representatives of the Gillette Police Department, fire department, health department, building inspection, or any other agency and department as requested to enter and inspect the premises to ensure compliance with the law before being licensed, and at any time after it is occupied and opened for business.

SECTION THREE. Chapter 10 Section 10-5 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-5. Mobile Food Vendors

1. Authority; Purpose; Incorporation of Food Safety Rule

a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(v).
b. The purpose of this Section is to protect the public health, safety, and welfare of the community by licensing and regulating the operations and activities of mobile food vendors within the City.
c. Food Safety Rule
    i. The Wyoming Food Safety Rule, as amended, issued by the Wyoming Department of Agriculture together with the Department of Health and the Governor's Food Safety Council is adopted and incorporated as part of this Section.
d. Any person or entity licensed under this Section for any covered food or food service does not need a separate Itinerant Vendors license under Section 10-2.

2. Definitions

a. "Food" means any water, beverage, edible or consumable substance in raw, cooked, frozen, or pre-packaged forms.
b. **[Deleted].**
c. "Health Officer" means Health Officer from the City of Gillette, Campbell County, or State of Wyoming.
d. "Mobile Food Truck" means a motorized, wheeled vehicle or towable wheeled trailer designed and equipped to prepare and serve food.
e. "Mobile Food Unit" means a vehicular food unit utilized solely to provide pre-packaged food in individual serving sizes which have been transported from an inspected approved permanent food service establishment or food preparation facility which serves as the base of operation for the mobile food unit.
f. "Mobile Food Vendors" means any person or entity utilizing Mobile Food Trucks or Mobile Food Units to either sell or provide free of charge Food to the general public.

3. Application for License; Fees; Display

a. Mobile Food Vendor Licenses are issued by the City Clerk. Each Mobile Food Truck and Mobile Food Unit requires a separate Mobile Food Vendor License.
b. To be considered for a Mobile Food Vendor license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information and accompanying materials:
    i. Name, address, email, and telephone number of the applicant.
    ii. Name of any business and the business' affiliated address and contact information.
    iii. Proof of application for food service permit filed with the County Health Officer or the State Department of Agriculture, as required.
    iv. Proof of application for a sales tax permit through the State of Wyoming.
    v. Written or typed description of the type of food items, whether pre-packaged or requiring some preparation, or for full preparation proposed to be sold from the Mobile Food Vendor.
    vi. Affirmation that owners of private property consent in writing to the applicant using such property for Mobile Food Vendor activity.
d. Fee
    i. The fee for each Mobile Food Vendor license is seventy-five dollars ($75).
e. Display Requirement
    i. Licenses issued must be posted and displayed in a conspicuous place at the licensed or permitted premises, vehicle, cart, stand, or otherwise as applicable after being issued.

4. Inspection; Responsibilities

a. Prior to offering to provide any Food, Mobile Food Vendors proposed to be used for food preparation must be available for inspection and approval by a Health Officer and/or any city representative as required by the City Clerk, including but not limited to a representative from the Fire Department or Police Department. The preparation and sale of food products, including all equipment and items to be utilized in the preparation process, must meet state and local sanitation, health, and safety requirements.
b. At all times during operation, Mobile Food Vendors shall clean the sidewalk, street, or premises adjacent to and within twenty-five (25) feet radius of any point of sale or distribution. Such cleaning shall consist of picking up and disposing of any paper, cardboard, wood, plastic, containers, wrappers, or any litter reasonably assumed to result from the vendor's operations. Any trash, refuse, or liquid waste must be disposed of in a proper manner normally expected by a permanent brick and mortar restaurant.
c. All Mobile Food Vendors shall provide a suitable container for the placement of litter and trash by its customers.
d. All Mobile Food Vendors must comply with Chapter 9 of the G.C.C.

5. Location Restrictions and Requirements

a. General Restrictions and Requirements. No Mobile Food Vendor may:
    i. Operate within One hundred (100) feet of the primary entrance of a restaurant, measured from the center of the primary entrance of the restaurant by the most direct pedestrian path, without written consent of the affected restaurant owner(s).

ii. Operate within Fifteen (15) feet of a fire hydrant.
iii. Operate within Ten (10) feet of any crosswalk, whether at an intersection of public rights-of-way or at mid-block crossing.
iv. Operate within Ten (10) feet of any curb loading signed area.
v. Operate within Ten (10) feet of any public transportation stop.
vi. Operate within Five (5) feet of any handicapped parking place or access ramp.
vii. Operate within any public alleyway.
viii. Operate within any area or lot zoned as any residential classification under the City of Gillette Zoning Code, unless such operation is associated with a Parade or Special Event permit.
    1. Additionally, this zoning restriction does not apply to Mobile Food Vendors operating "ice cream trucks." For purposes of this sub-sub section, "ice cream truck" means any motor vehicle for which ice cream, ice milk, frozen dairy products, ice sherbets, frozen deserts flavored ice, or other similar products are sold.
ix. Park and operate diagonally or across multiple parking spaces, unless such operation is associated with a Parade or Special Event permit.
x. Sell or distribute Food directly to any person situated in a motor vehicle.

b. Public Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors may not:
    i. Operate with a street, road, or public right of way unless such operation in a street, road, or public right way is associated with a Parade or Special Event permit that results in the closure of the street, road, or public right of way.
    ii. Leave any Food Stand, Mobile Food Unit, or Mobile Food Unit unattended in the street, road, or public right-of-way during permitted operations.
    iii. Park or operate in any street, road, or public right-of-way for the purposes of doing business in such a manner as to impede or interfere with the free movement of vehicular, bicycle, or pedestrian traffic, or visually obstruct the safe movement of vehicular, bicycle, or pedestrian traffic.
    iv. Operate anywhere within the Energy Capital Sports Complex, unless the City Administrator so permits in writing.
    v. Operate anywhere within a City park or other City owned property, whether dedicated to the public or not, unless the City Administrator so permits in writing.

c. Private Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors must:
    i. Not operate on any privately owned property without the prior written consent of the property owner.
    ii. Display or provide proof upon request of the City of the written consent of the property owner.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:
    i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.

ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.

iii. Minors aged seventeen (17) years and younger operating a beverage stand selling lemonade, iced tea, or similar beverages on property owned, leased, or rented by their parent or legal guardians are exempt from the provisions of this Section.

SECTION FOUR. Chapter 10 Section 10-7 of the Gillette City Code is amended to read as follows (with changes noted in read):

§10-7. Special Events, Parades, and Public Rights of Way and City Property Closures

1. **Authority; Purpose**
   a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(xvii).
   b. Permits under this section are issued for events that may impede a street or public right of way or are held on outdoor City property.
2. **Definitions**
   a. "Parade" means any march, ceremony, show, exhibition, or procession of any kind, or any similar display, in or upon any street, public right of way, park, or other public property within the City that hosts either:
      i. Fifty (50) or more people; or
      ii. Ten (10) or more vehicles
   b. "Special Event" means any festival, gathering, event, fair, or meeting organized for purposes of a limited duration that include, but are not limited to, sport, exhibition, trade, commerce, competition, entertainment, or music that are to be held on any street, road, public right of way, or City property.
3. **Exceptions**
   a. This section does not regulate the following activity:
      i. So long as they do not occur on a public street or road, pedestrian marches or gatherings to exercise the Constitutional rights of free speech or religion (such as protest activity and the right to redress government) do not need to obtain a permit under this Section. The organizers of such marches or gatherings must provide notice to the Gillette Police Department of the dates and locations of the marches or gatherings. Such marches or gatherings must not:
         1. Impede pedestrian traffic along public sidewalks;
         2. Impede ingress and egress from any building, structure, or parking lot; or,
         3. Disrupt traffic along any public street or road.
      ii. Funeral processions; or,
      iii. City, County, State, or Federal governmental agencies acting within the scope of their functions and duties.
4. **Application for Permit; Fees; Insurance and Indemnity; Approval or Disapproval**

a. Permits for Special Events, Parades, or Public Rights of Way and City Property closures are issued by the Gillette City Council.
b. To be considered for a Special Event, Parade, Public Rights of Way and City Property Closure permit, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information:
    i. The name, address, email, and telephone number of the person seeking the permit.
    ii. If the Parade or Special Event is to be conducted for, on behalf of, or by any organization then the name, address, email, and telephone number of the organization.
    iii. The date and approximate time, both beginning and end, proposed for the Special Event or Parade.
    iv. The proposed public property, City property to be used, or street, road, or public right of way to be used, including the starting and termination point, that the applicant is requesting to be closed to traffic.
    v. The approximate number of persons, animals, and/or vehicles in the Special Event or Parade.
    vi. The location and time that participants will gather before and after the Special Event or Parade.
d. The Chief of Police may follow up to request any additional information reasonably necessary to determine whether a permit should be issued.
e. All Special Event and Parade permit applications must be submitted at least thirty (30) days prior to the requested date for the event to occur.
f. Fees; Insurance; Indemnity
    i. A fee of $25 must be submitted at the time of Special Event or Parade permit application. This fee will be returned if the permit application is denied.
    ii. Proof of general liability insurance in an amount to be determined by the City Administrator or his designee, relative to the Special Event or Parade's risk exposure.
        1. Applicants or permittees must agree to 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, interest, 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 acts, errors, omissions, conduct, or operations of applicant or permittee or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the application or permit; or (c) any violation of any 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 any permit or license.

iii. Holders of permits issued under this Section will be required to pay certain fees for items such as electricity and waste pickup. These fees are listed on the relevant application.

5. **Violations; Penalties**
   a. The following violations shall be considered a misdemeanor under this Section:
      i. Failure to obtain a permit for activities regulated by this Section.
      ii. Making an untrue statement on any application under this Section that is subsequently submitted to the City Clerk.
   b. Any holder of a valid license under this Section who violates the provisions of this Section is subject to suspension or revocation proceedings against the operating license.

First Reading: _____, 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: _____

ORDINANCE NO. 4054

AN ORDINANCE AMENDING AND REPLACING CHAPTER 10 OF THE GILLETTE CITY CODE REGARDING LICENSES AND PERMITS.

RECITAL: the Governing Body of the City of Gillette desires to amend replace in its entirety Chapter 10 of the Gillette City Code.

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

SECTION ONE. Chapter 10 of the Gillette City Code is replaced in its entirety with the following:

CHAPTER TEN

LICENSES AND PERMITS

ARTICLE I. GENERAL

10-1 Licenses and Permits in General

ARTICLE II. LICENSES

10-2 Itinerant Vendors and Door-to-door Solicitors

10-3 Pawnbrokers

10-4 Sexually Oriented Businesses

10-5 Mobile Food Vendors

ARTICLE III. PERMITS

10-6 Circuses, Carnivals, and Amusement Rides

10-7 Special Events, Parades, and Public Rights of Way and City Property Closures

ARTICLE I. GENERAL

§10-1. Licenses and Permits in General

1. **Purpose, Authority, Applicability, Exemptions, Issuing of Licenses and Permits Generally**
    a. The purpose of this Chapter is to protect the health, safety, and general welfare of those receiving certain goods and services by providing regulations for the providers of such goods and services.
    b. The provisions of this Chapter are legislated under the authority granted by W.S. 15-1-103(a)(xiii).
    c. As stated in this Chapter, certain licenses are issued by the City Clerk. No action by the Gillette City Council is necessary for the City Clerk to issue these licenses. Licenses and permits considered by the Gillette City Council require a majority vote to be issued. No person or organization shall be deemed to be licensed or permitted under this Chapter until the license or permit is issued and delivered, with all applicable fees paid.
    d. No person, business, or organization may engage in any business or activity regulated by this Chapter without first having obtained the relevant license or permit.
2. **Register of Licenses and Permits**
    a. The City Clerk shall keep a register of licenses and permits. This register will state the names of each person, business, and/or organization holding a license or permit, contain a copy of each application, state the type of license or permit granted, state the fee paid for each license or permit, and state the day the license becomes active.
3. **Term and Renewal**
    a. Permits are valid and effective for the dates and times specified in an approved application or as modified by the Gillette City Council.
    b. Licenses are valid and effective for the calendar year in which the license is granted. Licenses must be renewed, and the applicable fee paid, each calendar year prior to engaging in the activity granted by the relevant license.
4. **Duty to Update**
    a. Any applicant granted a license shall notify the City Clerk's office, who will notify the Gillette Police Department, of any change in any of the information required to be provided by this Chapter within five (5) business days after such change occurs.
5. **Denial Suspension, or Revocation of License or Permit**
    a. Denials; Procedure. With respect to licenses and permits issued by the City Clerk, the City Clerk may deny any application for a license or permit if:

        i. a license or permit applicant fails to provide the requested application information or accompanying materials (including the required fee);
        ii. a license or permit applicant fails to provide accurate application information;
        iii. any City agency recommends denying the application; or,
        iv. the applicant has previously violated provisions of this Chapter for the type of license or permit sought, or has otherwise had the same type of license or permit suspended or revoked.

    If the City Clerk denies an application, the applicant may appeal the denial to the City Administrator. Any such appeal must be in writing, state the basis for why the denial is

improper, and be submitted to the City Administrator within three (3) days of the denial. Within fifteen (15) days of receipt of a proper appeal, the City Administrator shall issue a written determination either approving the application or affirming the denial of the application. If the application is denied by the City Administrator, the applicant may appeal such denial to the Gillette City Council. Any such appeal must be in writing, state the basis for why the denial is improper, and be submitted to the Gillette City Council within three (3) days of the denial. Upon receipt of a proper appeal, the matter will be placed on the Gillette City Council's next agenda for consideration. Unless otherwise provided in this Chapter, and except for fees associated with background checks or finger printing, any license or permit fee will be returned to the applicant if the application is denied.

b. Suspensions and Revocations; Basis. The permits and licenses issued under this Chapter may be revoked or suspended for the following reasons:

   i. Fraud, misrepresentations, or false statements contained in an application;
   ii. Violating any provision of this Chapter with respect to the relevant license or permit; or
   iii. Conviction of the licensee or permittee of any felony or misdemeanor involving perjury, fraud, or false statements.

c. Suspensions and Revocations; Procedure; Effect of Notice. To suspend or revoke a license under this Chapter, the City Administrator must submit a written notice of suspension or revocation hearing to the licensee or permittee. This written notice must state the basis for the suspension or revocation and state the date and time of a hearing where the Gillette City Council will consider the suspension or revocation matter. This written notice must be provided to the licensee or permittee at least five (5) days prior to the hearing. This notice may be provided to the licensee or permittee at the address or email address provided by the licensee or permittee on the application for the license or permit. Upon receipt of the notice, the licensee or permittee must immediately cease engaging in the activity for which the license or permit is necessary.

d. Suspension and Revocation; Hearing. At the suspension or revocation hearing, the Gillette City Council will determine whether to suspend or revoke the licensee or permittee's license or permit. The Gillette City Council may also place any term or condition upon the licensee or permittee's license or permit that it deems necessary in its sole discretion. If the licensee or permittee fails to attend this hearing, then the license or permit shall be revoked.

6. Exemptions

a. This Chapter does not apply to events held at CAM-PLEX, unless otherwise noted.
b. This Chapter does not apply to licenses issued under Chapter 3 of the G.C.C.
c. This Chapter does not apply to licenses issued under Chapter 5 of the G.C.C.

7. Violations and Penalties Generally

a. Unless otherwise stated in this Chapter, any violation of any provision of this Chapter by any person, business, or organization is a misdemeanor, punishable by a fine of up to seven hundred fifty dollars ($750). Each day a violation occurs or persists is a separate offense. Violations of the provisions of this Chapter may serve as a basis for suspension or revocation proceedings and future denials of applications for the same type of license or permit.

ARTICLE II. LICENSES

§10-2. Itinerant Vendors and Door-to-door Solicitors

1. Purpose; Authority; Scope

a. The purpose of this Section is to establish regulations and procedures for licensing and regulating temporary or transient merchants, known as itinerant vendors, and residential door-to-door solicitors conducting or soliciting sales and related activities within the City.

b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii) and W.S. 33-20-210.

c. All applicants must comply with W.S. 33-20-201, et. seq. in addition to this Section.

d. d. Unless an individual or entity is utilizing a Mobile Food Unit or Mobile Food Truck as defined in G.C.C. 10-5(2), an individual or entity licensed under this Section does not need a separate Mobile Food Vendors license governed by G.C.C. 10-5. ~~This Section does not apply to Mobile Food Vendors governed by Section 10-5.~~

2. Definitions

a. "Applicant" means an individual who is at least eighteen (18) years of age, that is affiliated with a corporation, partnership, limited liability company, organization, association, or other lawfully formed entity, and is a designated representative of the same.

b. "Itinerant Vendor" means all persons, business, or organizations, either as principal and agent, that transact any temporary or transient business selling goods and services of any kind, either in one locality or more or by traveling from one or more places in Wyoming, and, for the purpose of carrying on such business hire, lease or occupy a building or permanent structure, temporary structure (including, but not limited to, tents) or motor vehicle, for the exhibition and sale of such goods, limited food items under the definitions of Food Stands or Pushcarts below, wares or merchandise.

c. "Door-to-door Solicitor" means any person, business, or organization that sells, offers for sale, takes or solicits orders for, gives away, delivers or promises to deliver in the future goods or services of kind at any residential property in the City. This definition does not apply to instances where the owner or occupant of residential property expressly invites a Door-to-door Solicitor to enter the residential property.

~~c.~~d. "Food Stands" or "Pushcarts" means non-permanent and movable stands or carts that may be moved that provide pre-packaged or home-grown food items, or food items requiring only limited preparation.

~~d.~~e. "Prohibition Sign" means all signs or notices in the English language of legible size, designed and apparently intended to serve notice or convey the meaning that any person coming upon the property where the same is posted as an unsolicited sales or Itinerant Vendor is unwelcome and is not to call upon the occupant or tenant of the property.

~~e.~~f. "Residential property" means any building or structure, or part thereof, located within the City that is predominantly occupied by any person(s) as a dwelling, home, or place of abode.

~~f.~~g. "Sale," "Sales," "Sell" as used in this section means a transaction between two or more adult parties that involves the exchange of tangible or intangible goods, services, or other assets for money.

3. Itinerant Vendor License, Application

a. Itinerant Vendor Licenses are issued by the City Clerk.
b. To be considered for an Itinerant Vendor's license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
    i. Applications Must Include the Following Information:
        1. Applicant's name, home address, telephone number, email, date of birth, and aliases.
        2. All affiliated business or organization name(s), physical and mailing addresses, phone numbers, and contact emails.
        3. Whether the Applicant, or their affiliated business or organization has ever had a similar type of license revoked, suspended, or denied, and, if so, a summary of the reasons regarding such revocation, suspension, or denial.
        4. Proposed date(s) of sales, proposed hours of operation, the address or location and zoning classification of the proposed site for the sales.
        5. A description of the items to be sold.
        6. If the location of the sales is on a private parking lot, then submission of written permission of the owner of the lot must be provided to the City Clerk, and available upon request at any time the license is in use.
    ii. Authorization and Consent
        1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
        2. Applicants must swear that the information contained in the application is true and correct.
        3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant.
    iii. Applications for "Umbrella" Licenses for Farmer's Markets Permitted
        1. A non-profit farmer's market organization may apply for an umbrella Itinerant Vendor license under which multiple vendors may operate.
        2. In addition to the information required by G.C.C. 10-2(3)(b)(i) and (ii), an applicant for an umbrella license must provide:
            a. The name, address, telephone number, and email address of each proposed vendor to be covered under the umbrella license; and,
            b. A description of the items each such vendor will sell.
        3. The above information must be provided to the City Clerk either at the time of submitting an application, or within one (1) week of the date in which a proposed vendor participates in an event covered by the umbrella license.
    ~~iii.~~ iv. Timeline for Approval and Utilization
        1. Upon submission of the application, the license will be denied or approved and available for retrieval from the City Clerk's office within three (3) business days.

~~iv.~~v. Fees:

1. The fee for an Itinerant Vendor License or umbrella license is fifty dollars ($50).

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Itinerant Vendor License, or any proposed vendor under an umbrella license, for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.

d. Every person licensed as an Itinerant Vendor must possess and display the license issued by the City in a conspicuous place within public view while conducting sales.

4. Residential Door-to-door Solicitor's License Required

a. Door-to-Door Solicitor's Licenses are issued by the City Clerk.

b. To be considered for a Door-to-door Solicitor's License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

i. Applications Must Include the Following Information:

1. Applicant's name, home address, telephone number, email, date of birth, any known or used aliases, and confirmation of being at least eighteen (18) years of age or older.
2. If applicable, all affiliated business or organization name(s), physical and mailing addresses, phone numbers, contact emails, and the name and contact information of the individual who will be responsible on behalf of the licensee for supervising any individual receiving a license identification badge to conduct activities.
3. Identification of each individual, including a social security number, proposed to receive a license identification badge to conduct activities as a door-to-door solicitor, with the same requirements identified in b.i.1. above.
4. Two (2) current front-face portrait photographs of each individual identified above. The photographs must be approximately two inches (2") by two inches (2") in size. One photo will be retained by the City Clerk, and one will be affied to the license identification badge.
5. Whether the applicant or affiliated business or organization, has ever had a similar type of business license, in Wyoming or elsewhere, revoked, suspended, or denied, and any reason for such action.
6. Proposed date(s) of door-to-door sales, proposed hours of operation, and copies of any advertising materials used.
7. A description of any items, goods, merchandise, or services that will be offered for sale or involved in the taking of sale orders by the door-to-door solicitors.

ii. Authorization and Consent

1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in

Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.

2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant(s).

iii. Timeline for approval and utilization

1. Upon submission of the application, and if approved, the application and any badges that will be issued will be available for retrieval from the City Clerk's office after three (3) business days.

iv. Authorized hours of Solicitation

1. Door-to-door Solicitors License may only be utilized from the hours of 10 a.m. to 7 p.m. Mountain Standard Time (MST).

v. Fees

1. The fee for a Door-to-door Solicitors License is fifty dollars ($50).
2. Each individual person applying for a badge to work or otherwise participate under the license must pay a fee of ten dollars ($10) for the background check and for the creation of an identifying badge.

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Residential Door-to-door Salesmen and Solicitors License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
d. Every person licensed under the Door-to-door Solicitors License must possess and display their City-issued badge in a conspicuous place within public view while conducting Door-to-door sales.

5. Prohibited Practices for Itinerant Vendors and Door-to-Door Solicitors

a. No Door-to-Door Solicitor may contact any individual at a residence with a Prohibition Sign.
b. No Door-to-Door Solicitor may contact, engage with, or conduct activities at locations or residences after having been requested by the owner or occupant of such location to leave the premises or resident.
c. No Door-to-Door Solicitor shall fail to verbally identify themselves and the business or organization they represent, and the purpose of the solicitation, at the time of initial contact with a prospective customer or donor.
d. No person, business, or organization licensed under this section may misrepresent the purpose of the solicitation or sale or use false, deceptive, misleading, or untrue information in any communication with any individual. This may include but is not limited to information such as orders placed by other residents or neighbors to induce a sale, or any plan or scheme which misrepresents the true purpose of the Sale.
e. No person, business, or organization licensed under this section may make statements to any person indicating or implying that the issuance of the license by the City Clerk constitutes an endorsement by the City.

f. No Itinerant Vendor or Door-to-Door Solicitor may conduct business or activity allowed by this Chapter for more than ten (10) total days per calendar year; however, vendors utilizing Food Stands or Push Cart, or vendors of fresh produce, fruit, farmer's markets products, ~~vendors of fresh produce, fruit,~~ or Christmas trees may apply to the City Administrator or his designee for one ninety (90) day exemption from this provision.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:

i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.

ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.

iii. Distribution of free literature or information which is not affiliated with any form of attempting to offer to sell, or take orders for any goods, merchandise, or service.

iv. The sale of any of any home-made goods by a child age seventeen (17) or under in one stationary, temporary location.

§10-3. Pawnbrokers

1. Purpose and Authority

a. The purpose of this Section is to establish regulations and procedures for licensing and regulating Pawnbroker related activities within the City.

b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii), W.S. 5-1-105(a)(xliii), and W.S. 40-14-359(b).

2. Definitions

a. "Month" means the period of time from one date in a calendar month to the corresponding date in the following calendar month; if computations are made for a fraction of a month, a day will be one-thirtieth of one month.

b. "Pawnbroker" means a person engaged in the business of making Pawn Transactions.

c. "Pawn Shop" means the location or premises in which a Pawnbroker conducts business.

d. "Pawn Transaction" means the act of lending money on the security of pledged goods or the act of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed period of time.

e. "Pledged Goods" means tangible personal property which is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his or her business in connection with a pawn transaction. This does not include securities or printed evidence of indebtedness.

f. "Redemption Period" means the period of time from a transaction date to maturity date of a Pawn Transaction.

3. Application for License

a. Pawnbroker Licenses are issued by the City Clerk.

b. To be considered for a Pawnbroker License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information and accompanying materials:
    i. Date of application or renewal request.
    ii. Business name, street address, mailing address, business phone number, and email.
    iii. Owners name, address, social security number, and home phone number.
    iv. Evidence that the applicant has obtained a license from the Administrator of the Wyoming Uniform Consumer Credit Code, authorizing them to engage in business making supervised loans. (*see* W.S. 40-14-341(a)). This includes the State license number, issue date, and local license number.
    v. A signature by the applicant under penalty of perjury pertaining to the information within the application.
d. To qualify for a license under this Section, a person or business must first obtain and submit proof of a license from the administrator of the Wyoming Uniform Consumer Credit Code, authorizing him to engage in the business of making supervised loans pursuant to W.S. 40-14-634.

4. Fee

a. The fee for a Pawnbroker License is one hundred dollars ($100).

5. Records and Notification

a. Pawnbrokers must keep an accurate and detailed record of all personal property, bonds, notes, and other securities received or purchased. These materials must be maintained at the Pawnbroker's Pawn Shop. These records must include the following information:
    i. Descriptive or identifying marks that may be found on the Pledged Goods or other items, including but not limited to description of the item, brand name, model, serial numbers, or other general identifying qualities.
    ii. Name, residential address, identification provided, date of birth, sex, height, weight, color of hair and eyes, and signature of the individual pawning or selling property.
    iii. Name of the Pawnbroker and address of the Pawn Shop.
    iv. Loan number, date, and dollar amount of the transaction.
b. Pawnbrokers must ensure that individuals attempting to sell or pawn property sign each record indicating ownership of any property involved with the loan.
c. All books and records shall be preserved or made available to law enforcement for a period of four (4) years from the date of the transaction, or two (2) years from final entry made in a transaction, whichever is later.
d. Any items that are purchased and not engaged in trade by a Pawn Shop or Pawnbroker shall be kept by the Pawnbroker for a period of fourteen (14) days before offering the items for sale, and keep record of these items in the same manner described in section three above.
e. Pawnbrokers must, upon request during ordinary business hours, submit and show records required by this Section for the inspection of the Chief of Police or their designee in conjunction with any investigation of Pawnbroker transactions. Any Pawnbroker must also exhibit for inspection of any such officers any goods, property,

bonds, notes, or other securities that may have been received upon request of law enforcement.

f. Before noon of each working day, each Pawnbroker shall make and deliver to the Chief of Police a substantiated copy of the entries made on the previous day as herein provided and shall use forms for that purpose provided through Gillette Police Department (GPD), which shall be kept clean and legible and no entry marks erased, defaced, or removed for any reason.

6. Finance Charges, Loan Terms

a. Information concerning finance charges, terms of agreement, and all other relevant information concerning a Pawn Transaction shall be disclosed to any person desiring to enter into a Pawn Transaction with a Pawnbroker at the time of the transaction. All information disclosed shall conform to the requirements of Federal Reserve Regulation Z of the Truth in Lending Act, and applicable Wyoming Statutes. All property identification tickets shall have the maximum rate of interest to be charged printed on the face of the ticket. The printing shall be obvious, and clearly legible.

b. A Pawnbroker shall not engage in false or misleading advertising concerning the terms or conditions of credit with respect to a Pawn Transaction.

c. Except as otherwise provided in this section, the term of any Pawn Transaction made under this Section shall not exceed forty-five (45) days. At the expiration of the forty-five (45) day term, the Pawnbroker may, at the depositor's request, renew the loan for an additional thirty (30) day term.

7. Prohibited Practices and Requirements

a. Pawnbrokers may not knowingly accept or otherwise obtain any stolen or illegally obtained good is guilty of a misdemeanor.

b. Any Pawnbroker who has accepted, obtained, or bought any property or goods, either new or second hand from any person, not knowing the same to have been stolen or illegally obtained at the time, must deliver the same into the hands of the lawful owner when such owner shall have made a reasonably accurate and certain identification by means of number or description in the presence of an investigating officer.

c. Pawnbrokers may not pledge or dispose for sale or trade any item which is known or found to be stolen.

d. Pawnbrokers must refrain from transactions or conducting any business with any minor person under the age of eighteen (18).

§10-4. Sexually Oriented Businesses

1. Authority; Purpose

a. The provisions of this Section are legislated by virtue of the authority granted under W.S. 15-1-103(a)(xvi), and other relevant laws and regulations.

b. The purpose of this chapter is to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent concentration of sexually oriented businesses within the City.

2. Definitions

a. "Adult Cabaret" means a building or portion of a building featuring dancing or other live entertainment if the dancing or entertainment emphasizes the exhibiting of specific sexual activities or specified anatomical areas for observation by patrons.

b. “Adult Media” means magazines, books, videotapes, movies, slides, CD-ROMs, DVDs, images, or technology or other media used or depicting displaying, or describing hard-core Sexual Material.
c. “Adult Media Store” means an establishment that rents, sells, or otherwise as a significant aspect of its operation distributes adult media, including, but not limited to, establishments that advertise or hold themselves out in any forum as “XXX,” “adult,” “sex,” or otherwise as a sexually oriented business other than an Adult Motion Picture Theater, or Adult Cabaret.
d. “Adult Motion Picture Theater” means an establishment emphasizing as a significant aspect of its operations Hard-core Sexual Materials in its movies or other media.
e. “Display Publicly” means the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be easily seen and its content or character distinguished by normal unaided vision viewing it form a street, highway, or public sidewalk, or from the property of others.
f. “Establishment” means any business regulated by this Section.
g. “Explicit Sexual material” means any Hard-core Sexual Material.
h. “Hard-core Sexual Material” means media characterized by sexual activity that includes one or more of the following: erect male sexual organ; contact of the mouth, tongue, or lips of one person with the genitals of another person; penetration of any body part of a person into any body orifice of another person; display of open female labia; penetration of a foreign object into a body orifice of a person, displace of male ejaculation or the aftermath of male ejaculation.
i. “Nude Model Studio” means any place where a person who appears nude, mostly nude, or displays any human sexual organ and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money offer other forms of consideration.
    i. This shall not include:
        1. a proprietary school licensed by the State of Wyoming, or any college, junior college, or university supported entirely or in party by public taxation;
        2. a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
        3. a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or mostly nude person is available for viewing.
j. “Media” means anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape, DVD, images of any kind, or any reproduction of anything that is or may be used as a means of communication. Media includes but is not limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMs, DVDs, other magnetic media, and undeveloped pictures.
k. “Semi-Nude or Semi-Nude Condition” means a state of dress where clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

l. "Sexually Oriented Toys or Novelties" includes but is not limited to items such as artificial sexual organs, vibrators, lubrication, etc.
m. "Novelty Shop" means an establishment that offers for sale items from both of the following categories and such items constitute at least thirty (30%) of local revenues for the establishment:
    i. Lingerie; and,
    ii. Sexually oriented toys or novelties.
n. "Sexually Oriented Business" means and describes collectively, but is not limited to Adult Cabaret, Adult Motion Picture Theater, Adult Media Store, Novelty Shop, or any combination thereof.

3. Application for License; Fees; Prohibition on Re-applying

a. Sexually Oriented Business licenses are issued by the Gillette City Council.
b. To be considered for a Sexually Oriented Business license, persons at least eighteen (18) years' old, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information:
    i. Name, address, telephone number, date of birth, and email contact for the individual filling out the application.
    ii. Name, physical address, telephone number, and email contact of the business or proposed business effected by the application, as well as the classification of business, whether a partnership, corporation, L.L.C., etc.
    iii. A sketch or diagram showing the configuration of the business premises, including a statement of total floor space occupied by the business.
    iv. A specific description of the location of the business.
    v. An explanation of the general nature of the business and intended hours of operation.
    vi. A signature of each applicant that the license would include, with any individual that has a financial interest in the business or plans for the business, swearing to the truthfulness of the contents of the application under penalty of perjury.
d. A copy of the application will be provided to the Gillette Police Department for investigation of the application. Application information may also be referred to other agencies and departments for approval of the proposed business at the proposed premises.
e. Fees
    i. The fee for a Sexually Oriented Business license is two hundred and fifty dollars ($250).
f. If an application is denied, suspended, or revoked, an applicant must wait one (1) year from the date of the denial before re-applying for a Sexually Oriented Business license.

4. Licensing Exemption for Certain Novelty Shops; Permitted Locations ~~Location Requirements and Restrictions of Sexually Oriented Businesses~~

a. As long as they are not combined with any other type of Sexually Oriented Business, Novelty Shops consisting of 2,000 square feet or less are exempt from the application procedures and licensing requirements above ("Exempted Novelty Shops").
b. Notwithstanding G.C.C. 10-4(5)(c), Exempted Novelty Shops may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.
c. All Exempted Novelty Shops must comply with G.C.C. 10-4(5)(a)(i-v) and (b)

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d. All Exempted Novelty Shops must comply with G.C.C. 10-4(6).
e. Failure to comply with this G.C.C. 10-4(4) may result in the Gillette City Council requiring an Exempted Novelty Shop to apply for a Sexually Oriented Business license.

4.5. Location Requirements and Restrictions of Sexually Oriented Businesses

a. No Sexually Oriented Business may be within five hundred (500) feet of the following:
   i. Religious institutions.
   ii. Preschool and K-12 educational institutions.
   iii. Parks, playgrounds, and recreational facilities.
   iv. Libraries.
   v. Childcare centers, family childcare centers, and family childcare homes, or youth organizations like the Boys and Girls Club.
   vi. Any location being used as a residence.
   vii. Another Sexually Oriented Business.
b. The measurement of the five-hundred-foot set back shall be made in a straight line:
   i. For other Sexually Oriented Businesses to the nearest portion of the structure used for the business.
   ii. For all other restricted businesses without regard to intervening structures or objects, from the nearest portion of the structure used for a sexually oriented business, to the nearest portion of the lot line for such protected use.
c. Zoning
   ~~i. As long as they are not combined with any other type of Sexually Oriented Business, Novelty shops consisting of 2,000 square feet or less may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.~~
   ii~~.~~. All ~~other~~ Sexually Oriented Businesses must operate within the I-2 Heavy Industrial District, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

~~5.~~6.Prohibited Practices

a. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to enter or remain in the Sexually Oriented Business, unless the minor is accompanied by a parent or guardian.
b. No person operating or employed by a Sexually Oriented Business may allow a person under the age of eighteen (18) to purchase goods or services from the Sexually Oriented Business without the specific consent of such minor's parent or guardian.
c. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to work at the Sexually Oriented Business.
d. No person operating or employed by a Sexually Oriented Business may permit the Sexually Oriented Business to remain open for business at any time between 2:00 a.m. and 6:00 a.m. on any day.
e. No person operating or employed by a Sexually Oriented Business may permit the viewing or showing of digital Adult Media, including, but not limited to, film or video, on the Sexually Oriented Business premises.
f. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, no person, other than an employee, may appear, entertain, or perform in a semi-nude condition.

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g. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, employees appearing, entertaining, or performing in a semi-nude condition may not have any direct physical contact with any patron or customer

~~6.~~7. **Inspections**

a. An applicant or licensee must permit representatives of the Gillette Police Department, fire department, health department, building inspection, or any other agency and department as requested to enter and inspect the premises to ensure compliance with the law before being licensed, and at any time after it is occupied and opened for business.

§10-5. Mobile Food Vendors

1. **Authority; Purpose; Incorporation of Food Safety Rule**
   a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(v).
   b. The purpose of this Section is to protect the public health, safety, and welfare of the community by licensing and regulating the operations and activities of mobile food vendors within the City.
   c. Food Safety Rule
      i. The Wyoming Food Safety Rule, as amended, issued by the Wyoming Department of Agriculture together with the Department of Health and the Governor's Food Safety Council is adopted and incorporated as part of this Section.
   d. d. Any person or entity licensed under this Section for any covered food or food service does not need a separate Itinerant Vendors license under Section 10-2.~~This Section does not apply to Itinerant Vendors governed by Section 10-2.~~
2. **Definitions**
   a. "Food" means any water, beverage, edible or consumable substance in raw, cooked, frozen, or pre-packaged forms.
   ~~b. "Food Stands" or "Pushcarts" means non-permanent stands or carts that may be moved that provide approved and inspected pre-packaged food items and/or those food items requiring only limited preparation as approved by the Health Officer.~~
   ~~c.~~b. "Health Officer" means Health Officer from the City of Gillette, Campbell County, or State of Wyoming.
   ~~d.~~c. "Mobile Food Truck" means a motorized, wheeled vehicle or towable wheeled trailer designed and equipped to prepare and serve food.
   ~~e.~~d. "Mobile Food Unit" means a vehicular food unit utilized solely to provide pre-packaged food in individual serving sizes which have been transported from an inspected approved permanent food service establishment or food preparation facility which serves as the base of operation for the mobile food unit.
   ~~f.~~e. "Mobile Food Vendors" means any person or entity utilizing ~~Food Stands, Pushcarts,~~ Mobile Food Trucks~~,~~ or Mobile Food Units to either sell or provide free of charge Food to the general public~~, and includes vendors selling consumable products at farmers markets, bazaars, and other similar events~~.
3. **Application for License; Fees; Display**

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a. Mobile Food Vendor Licenses are issued by the City Clerk. Each ~~Food Stand, Pushcart,~~ Mobile Food Truck~~,~~ and Mobile Food Unit requires a separate Mobile Food Vendor License.
b. To be considered for a Mobile Food Vendor license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information and accompanying materials:
    i. Name, address, email, and telephone number of the applicant.
    ii. Name of any business and the business' affiliated address and contact information.
    iii. Proof of application for food service permit filed with the County Health Officer or the State Department of Agriculture, as required.
    iv. Proof of application for a sales tax permit through the State of Wyoming.
    v. Written or typed description of the type of food items, whether pre-packaged or requiring some preparation, or for full preparation proposed to be sold from the Mobile Food Vendor.
    vi. Affirmation that owners of private property consent in writing to the applicant using such property for Mobile Food Vendor activity.
d. Fee
    i. The fee for each Mobile Food Vendor license is seventy-five dollars ($75).
e. Display Requirement
    i. Licenses issued must be posted and displayed in a conspicuous place at the licensed or permitted premises, vehicle, cart, stand, or otherwise as applicable after being issued.

4. Inspection; Responsibilities

a. Prior to offering to provide any Food, Mobile Food Vendors proposed to be used for food preparation must be available for inspection and approval by a Health Officer and/or any city representative as required by the City Clerk, including but not limited to a representative from the Fire Department or Police Department. The preparation and sale of food products, including all equipment and items to be utilized in the preparation process, must meet state and local sanitation, health, and safety requirements.
b. At all times during operation, Mobile Food Vendors shall clean the sidewalk, street, or premises adjacent to and within twenty-five (25) feet radius of any point of sale or distribution. Such cleaning shall consist of picking up and disposing of any paper, cardboard, wood, plastic, containers, wrappers, or any litter reasonably assumed to result from the vendor's operations. Any trash, refuse, or liquid waste must be disposed of in a proper manner normally expected by a permanent brick and mortar restaurant.
c. All Mobile Food Vendors shall provide a suitable container for the placement of litter and trash by its customers.
d. All Mobile Food Vendors must comply with Chapter 9 of the G.C.C.

5. Location Restrictions and Requirements

a. General Restrictions and Requirements. No Mobile Food Vendor may:
    i. Operate within One hundred (100) feet of the primary entrance of a restaurant, measured from the center of the primary entrance of the restaurant by the most

direct pedestrian path, without written consent of the affected restaurant owner(s).

ii. Operate within Fifteen (15) feet of a fire hydrant.

iii. Operate within Ten (10) feet of any crosswalk, whether at an intersection of public rights-of-way or at mid-block crossing.

iv. Operate within Ten (10) feet of any curb loading signed area.

v. Operate within Ten (10) feet of any public transportation stop.

vi. Operate within Five (5) feet of any handicapped parking place or access ramp.

vii. Operate within any public alleyway.

viii. Operate within any area or lot zoned as any residential classification under the City of Gillette Zoning Code, unless such operation is associated with a Parade or Special Event permit.

1. Additionally, this zoning restriction does not apply to Mobile Food Vendors operating "ice cream trucks." For purposes of this sub-sub section, "ice cream truck" means any motor vehicle for which ice cream, ice milk, frozen dairy products, ice sherbets, frozen deserts flavored ice, or other similar products are sold.

ix. Park and operate diagonally or across multiple parking spaces, unless such operation is associated with a Parade or Special Event permit.

x. Sell or distribute Food directly to any person situated in a motor vehicle.

b. Public Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors may not:

i. Operate with a street, road, or public right of way unless such operation in a street, road, or public right way is associated with a Parade or Special Event permit that results in the closure of the street, road, or public right of way.

ii. Leave any Food Stand, Mobile Food Unit, or Mobile Food Unit unattended in the street, road, or public right-of-way during permitted operations.

iii. Park or operate in any street, road, or public right-of-way for the purposes of doing business in such a manner as to impede or interfere with the free movement of vehicular, bicycle, or pedestrian traffic, or visually obstruct the safe movement of vehicular, bicycle, or pedestrian traffic.

iv. Operate anywhere within the Energy Capital Sports Complex, unless the City Administrator so permits in writing.

v. Operate anywhere within a City park or other City owned property, whether dedicated to the public or not, unless the City Administrator so permits in writing.

c. Private Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors must:

i. Not operate on any privately owned property without the prior written consent of the property owner.

ii. Display or provide proof upon request of the City of the written consent of the property owner.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:

i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.
ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
iii. Minors aged seventeen (17) years and younger operating a beverage stand selling lemonade, iced tea, or similar beverages on property owned, leased, or rented by their parent or legal guardians are exempt from the provisions of this Section.

ARTICLE III. PERMITS

§10-6. Circuses, Carnivals, and Amusement Rides

1. Purpose, Authority, General Provisions

a. The purpose of this Section is to establish regulations and procedures for permitting and regulating Circuses, Carnivals, and Amusement Rides.
b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103, and W.S. 33-6-101 through 104.

2. Definitions

a. "Amusement Ride" means any device that carries or conveys passengers over a fixed or restricted route or course within a defined area, for the purpose of giving its passengers amusement, thrills, or excitement. This definition does NOT include:
    i. Coin operated rides that do not require the supervision of an operator.
    ii. Non-mechanized playground equipment.
    iii. Air inflatable rides or devices, live animal rides, physical fitness/training devices, or obstacle/challenge courses.
b. "Applicant" means the individual(s) applying for a permit under this Section, whether as an individual or on behalf of a company or organization.
c. "Carnival" means any traveling enterprise offering a variety of games, rides, exhibits and amusements to the public.
d. "Circus" means an arena, which may or may not be tent-covered, used for providing public entertainment generally including but not limited to feats of skill and daring, animal acts, and or performances by clowns.

3. Application for Permit, Inspections

a. Permits to conduct a Carnival, Circus, or Amusements Rides are issued by the Gillette City Council.
b. To be considered for a permit to conduct a Carnival, Circus, or provide access to an Amusement Ride, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information and accompanying materials:
    i. The name, address, telephone number, and email of the owner of the Circus, Carnival, Amusement Ride(s), or other similar shows desiring to be exhibited.
    ii. The number and character of the exhibitions or rides for which admission shall be charged.
    iii. The proposed date(s) for the relevant event.

iv. The location of the proposed Carnival, Circus, or Amusement Ride must be given by reference to the lot and block description of the property in sufficient detail to permit review by City agencies concerned with the enforcement of all relevant City ordinances concerning the flow of traffic, parking, code, and land use.
v. Detailed prices to be charged, including if different prices will be charged for adults and children.
vi. A copy of the lease or other agreement between the landowner and the permittee that demonstrates permission for the event.
vii. The date, name, address, and contact information for the most recent three (3) agencies with approved a permit for a show or other performance of the same Carnival, Circus, or Amusement Rides that occurred before the application with the City.
viii. Proof of liability insurance in an amount not less than one million dollars ($1,000,000), or other amount as required by the City.
ix. Applicant or permittee must agree to 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, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of Applicant or Licensee or in connection with: (a) the acts, errors, omissions, conduct, or operations of or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the Application or license/permit; or (c) any violation of any 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 any permit or license.

d. Inspections

i. The Chief of Police, or their designee, along with any other federal, state, or local government agency is authorized to inspect any carnival game or amusement ride to determine acceptability and safety.

e. Fees

i. The fee for a Carnival, Circus, or Amusement Ride permit is one hundred dollars ($100) per day for each day of the relevant activity.

4. Responsibility of Safety and Compliance

a. All Carnivals, Circus', and Amusement Rides shall be operated and maintained in such a manner as to ensure the safety of patrons and visitors.
b. In addition to the provisions of this Section, every permittee shall comply with any regulation applicable to Carnivals, Circus', and Amusement Rides, for example, by the National Association of Amusement Ride Safety Officials.
c. Every owner and permittee of each Carnival, Circus, or Amusement Ride must provide the City with a certificate of inspection or similar affirmation of safety and compliance.

5. Prohibited Practices

a. No Permittee may charge for admission in a sum in excess of the amount specified in the application for license filed with the City Clerk.

§10-7. Special Events, Parades, and Public Rights of Way and City Property Closures

1. **Authority; Purpose**
   a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(xvii).
   b. Permits under this section are issued for events that may impede a street or public right of way or are held on outdoor City property.
2. **Definitions**
   a. "Parade" means any march, ceremony, show, exhibition, or procession of any kind, or any similar display, in or upon any street, public right of way, park, or other public property within the City that hosts either:
      i. Fifty (50) or more people; or
      ii. Ten (10) or more vehicles
   b. "Special Event" means any festival, gathering, event, fair, or meeting organized for purposes of a limited duration that include, but are not limited to, sport, exhibition, trade, commerce, competition, entertainment, or music that are to be held on any street, road, public right of way, ~~public property within City limits,~~ or City property.
3. **Exceptions**
   a. This section does not regulate the following activity:
      i. So long as they do not occur on a public street or road, ~~P~~pedestrian marches or gatherings to exercise the Constitutional rights of free speech or religion (such as protest activity and the right to redress government) do not need to obtain a permit under this Section. The organizers of such marches or gatherings must provide notice to the Gillette Police Department of the dates and locations of the marches or gatherings. Such marches or gatherings -must not:
         1. Impede pedestrian traffic along public sidewalks;
         2. Impede ingress and egress from any building, structure, or parking lot; or,
         ~~i.~~3. Disrupt traffic along any public street or road.~~is allowed on the sidewalks adjacent to government office buildings or schools, so long as other pedestrian traffic and ingress to and egress from the government buildings or schools are not impeded;~~
      ii. Funeral processions; or,
      iii. City, County, State, or Federal governmental agencies acting within the scope of their functions and duties.
4. **Application for Permit; Fees; Insurance and Indemnity; Approval or Disapproval**
   a. Permits for Special Events, Parades, or Public Rights of Way and City Property closures are issued by the Gillette City Council.
   b. To be considered for a Special Event, Parade, Public Rights of Way and City Property Closure permit, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
   c. Applications must contain the following information:
      i. The name, address, email, and telephone number of the person seeking the permit.

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ii. If the Parade or Special Event is to be conducted for, on behalf of, or by any organization then the name, address, email, and telephone number of the organization.
iii. The date and approximate time, both beginning and end, proposed for the Special Event or Parade.
iv. The proposed public property, City property to be used, or street, road, or public right of way to be used, including the starting and termination point, that the applicant is requesting to be closed to traffic.
v. The approximate number of persons, animals, and/or vehicles in the Special Event or Parade.
vi. The location and time that participants will gather before and after the Special Event or Parade.

d. The Chief of Police may follow up to request any additional information reasonably necessary to determine whether a permit should be issued.
e. All Special Event and Parade permit applications must be submitted at least thirty (30) days prior to the requested date for the event to occur.
f. Fees; Insurance; Indemnity
   i. A fee of $25 must be submitted at the time of Special Event or Parade permit application. This fee will be returned if the permit application is denied.
   ii. Proof of general liability insurance in an amount to be determined by the City Administrator or his designee, relative to the Special Event or Parade's risk exposure.
      1. Applicants or permittees must agree to 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, interest, 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 acts, errors, omissions, conduct, or operations of applicant or permittee or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the application or permit; or (c) any violation of any 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 any permit or license.
   ~~1.~~iii. Holders of permits issued under this Section will be required to pay certain fees for items such as electricity and waste pickup. These fees are listed on the relevant application.

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5. **Violations; Penalties**
   a. The following violations shall be considered a misdemeanor under this Section:
      i. Failure to obtain a permit for activities regulated by this Section.
      ii. Making an untrue statement on any application under this Section that is subsequently submitted to the City Clerk.

b. Any holder of a valid license under this Section who violates the provisions of this Section is subject to suspension or revocation proceedings against the operating license.

First Reading: ~~November 19~~_____, ~~2024~~2025.
Second Reading: ~~December 3~~_____, ~~2024~~2025.
PASSED AND APPROVED on Third and Final Reading this ~~17th~~ ___ day of ~~December~~ _____ ~~2024~~2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 6, 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.

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