



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, July 21, 2026
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. **Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. **Mayor Lundvall - \$92,781.39**
S & S Builders - \$88,142.33 - Pump Station #1 Upgrades
First National Bank - \$4,639.06 - Pump Station #1 Upgrades Retainage

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. **Bee City USA Proclamation**

Staff Reference: Sawley Wilde, Public Works Director

2. Unified Development Code Kickoff Introduction

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

H. UNFINISHED BUSINESS

I. NEW BUSINESS

- 1. Council Consideration for the Acceptance of Public Improvements for the Energy Capital Sports Complex Softball Field Shelters Project, Installed by S&S Builders, LLC, in the Amount of \$449,709.68.**

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

- 2. Council Consideration of a Bid Award for the Westover Road Slope Mitigation Project to S&S Builders, LLC, in the Amount of \$186,808.00 (1% Project).**

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

- 3. Council Consideration of a Professional Services Agreement Associated with the Water Well Rehab Specification Study with Morrison Maierle, Inc., in the Amount of \$55,800.00.**

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

- 4. Council Consideration of a Professional Services Agreement for Design Services and Construction Management Associated with the Sinclair Street Extension Project with Morrison Maierle, Inc., in the Amount of \$59,900.00 (1% Project and an Urban Systems Project).**

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

- 5. Council Consideration of a Professional Services Agreement for Design Services Associated with the Killarney Water Main Phase 2 Project with KLJ Engineering in the Amount of \$98,200.00 (1% Project).**

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

- 6. Council Consideration of a Professional Services Agreement for Design Services Associated with the Senator Mike Enzi Memorial Overpass Project with KLJ Engineering, LLC, in the Amount of \$2,482,420.00.**

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

- 7. Council Consideration of a Professional Services Agreement for the City of Gillette Parks Master Plan, with Tallgrass Landscape Architecture, LLC, in the Amount Not to Exceed \$250,000.00 (1% Fund).**

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

- 8. Council Consideration of a Water Service Agreement with Grace Land Improvement and Service District.**

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

9. Council Consideration of an Agreement to Convey Sewer System Between Crestview Improvement & Service District and the City of Gillette, Wyoming.

Staff Reference: MAP - Sean Brown, City Attorney

10. Council Consideration for the Assignment of a Primary Liaison to the Campbell County Joint Powers Public Land Board for the remainder of Calendar Year 2026.

Staff Reference: Michael H. Cole, City Administrator

11. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 11, Section 11-16, of the Gillette City Code to Remove Certain Residential Parking Permit Requirements.

Staff Reference: Sean 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: **July 21, 2026**

TITLE:

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

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](#)

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
210332	OS INVENTORY	94.68
210333	OS INVENTORY	140.16
210362	CUSTODIAL INVENTORY	249.75
210363	CUSTODIAL INVENTORY	93.20
	VENDOR TOTAL:	577.79
1511-NORCO INC		
210387	CUSTODIAL INVENTORY	137.89
210389	CUSTODIAL INVENTORY	397.88
210391	CUSTODIAL INVENTORY	472.06
210392	CUSTODIAL INVENTORY	594.10
210395	CUSTODIAL INVENTORY	565.86
210396	CUSTODIAL INVENTORY	780.05
	VENDOR TOTAL:	2,947.84
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
210195	JUNE 2026 OFFICER TRAINING FEES	90.00
	VENDOR TOTAL:	90.00
2300-WESTERN STATIONERS		
210407	OS INVENTORY	241.60
210408	OS INVENTORY	533.69
	VENDOR TOTAL:	775.29
2627-WYOMING DIVISION VICTIM SERVICE		
210198	APRIL-JUNE 2026 CRIME VICTIMS COMP SURCHARGE	100.00
	VENDOR TOTAL:	100.00
2435-WYOMING STATE		
210196	APRIL-JUNE 2026 AUTOMATION FEES	13,799.77
210197	APRIL-JUNE 2026 INDIGENT CIVIL LEGAL SERVICE FEES	4,550.00
	VENDOR TOTAL:	18,349.77
	DIVISION TOTAL:	22,840.69
	DEPARTMENT TOTAL:	22,840.69

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
5147-LAP PACIFIC ENTERPRISES, LLC		
210104	CHILDREN'S MEMORIAL TABLECLOTH CLEANING	30.00
	VENDOR TOTAL:	30.00
	DIVISION TOTAL:	30.00
02-ADMINISTRATION		
2431-WYOMING ASSOCIATION MUNICIPALITIES		
210194	WYOCMA MEMBERSHIP RENEWAL	150.00
	VENDOR TOTAL:	150.00
	DIVISION TOTAL:	150.00
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
210139	CITY HALL RENOVATION	12,013.00
	VENDOR TOTAL:	12,013.00
1091-AVI SYSTEMS		
210147	CITY HALL RENOVATION	8,958.33
210235	CITY HALL RENO	3,795.25
	VENDOR TOTAL:	12,753.58
1285-CAMPBELL COUNTY PUBLIC LAND BOARD COMPLEX		
210204	FY27 Q1 OPERATIONAL FUNDING	275,218.25
	VENDOR TOTAL:	275,218.25
1864-FIRST NATIONAL BANK OF GILLETTE		
210272	CITY HALL RENOVATION - RETAINA	7,807.48
210315	GILLETTE CITY HALL RENOVATION	4,071.15
	VENDOR TOTAL:	11,878.63
5245-INNERFACE ARCHITECTURAL SIGNAGE, INC		
210384	ENGINEERING * WAYFINDING SIGN * MATT	1,415.00
	VENDOR TOTAL:	1,415.00
4422-INTERSTATE ENGINEERING, INC		
210279	CITY POOL RECONSTRUCTION	4,494.75
	VENDOR TOTAL:	4,494.75

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001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2033-POWDER RIVER CONSTRUCTION			
	210097	CITY POOL SOLENOID VALVE REPLACEMENT	1,955.39
	210246	2ND SHADE STRUCTURE AND INSTALL AT CITY POOL	34,100.00
		VENDOR TOTAL:	36,055.39
2212-VAN EWING CONSTRUCTION			
	210271	CITY HALL RENOVATION	148,342.11
	210313	GILLETTE CITY HALL RENOVATION	77,351.85
		VENDOR TOTAL:	225,693.96
		DIVISION TOTAL:	579,522.56
		DEPARTMENT TOTAL:	579,702.56

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2583-BEST BEST & KRIEGER LLP			
	210094	CHARTER RENEWAL	2,310.50
		VENDOR TOTAL:	2,310.50
1099-LEXISNEXIS MATTHEW BENDER			
	210199	2026 WY STATS SUPP & INDEX	128.69
	210200	2026 WY COURT RULES	439.68
		VENDOR TOTAL:	568.37
2312-THOMSON WEST			
	210093	SUBSCRIPTION	867.73
		VENDOR TOTAL:	867.73
		DIVISION TOTAL:	3,746.60
		DEPARTMENT TOTAL:	3,746.60

Expenditure Approval Report
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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
4458-EMPLOYMENT TESTING CENTER OF WYOMING			
210041	MISC TESTING		1,255.00
VENDOR TOTAL:			1,255.00
5143-RYAN SCHROCK			
210087	DRUG AND ALCOHOL TESTING		1,346.00
VENDOR TOTAL:			1,346.00
1804-SIMPSON'S PRINTING			
210095	OFFICER TRADING CARDS		132.50
210096	OFFICER TRADING CARDS		59.50
VENDOR TOTAL:			192.00
4305-STERLING INFOSYSTEMS, INC			
210092	BACKGROUND CHECKS		632.40
VENDOR TOTAL:			632.40
DIVISION TOTAL:			3,425.40
21-SAFETY			
1511-NORCO INC			
210161	AED		29.36
210188	EYE FLUSH BOTTLE		21.14
VENDOR TOTAL:			50.50
DIVISION TOTAL:			50.50
DEPARTMENT TOTAL:			3,475.90

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
26-CUSTOMER SERVICE			
1898-ONLINE UTILITY EXCHANGE			
	210091	UTILITY EXCHANGE REPORT	391.12
		VENDOR TOTAL:	391.12
		DIVISION TOTAL:	391.12
34-INFORMATION TECHNOLOGY			
4025-AGOSTO HOLDINGS, LLC			
	210100	GOOGLE VOICE	3,924.88
		VENDOR TOTAL:	3,924.88
1447-ANIXTER POWER SOLUTIONS			
	210334	FORTINET 1 YEAR FORTICARE PREMIUM SUPPORT RENEWAL	2,715.09
		VENDOR TOTAL:	2,715.09
1358-CENTURYLINK			
	210192	TELEPHONE SERVICE	2,871.07
		VENDOR TOTAL:	2,871.07
5176-FLOWPOINT ENVIRONMENTAL SYSTEMS INC.			
	210191	CUSTOM PROGRAMMING	3,000.00
		VENDOR TOTAL:	3,000.00
3984-KASEYA US LLC			
	210190	UNIFIED BACKUP ADDITIONAL USERS	4.52
		VENDOR TOTAL:	4.52
2974-SALTUS TECHNOLOGIES, LLC			
	210201	DIGITICKET	13,568.00
		VENDOR TOTAL:	13,568.00
2179-TYLER TECHNOLOGIES INC			
	210101	COURT NOTIFY USE CHARGES	0.40
	210179	TYLER MUNICIPAL JUSTICE	24,157.18
		VENDOR TOTAL:	24,157.58

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2247-VISIONARY COMMUNICATIONS			
	210178	JULY 2026 INTERNET SERVICE	1,468.10
		VENDOR TOTAL:	1,468.10
		DIVISION TOTAL:	51,709.24
		DEPARTMENT TOTAL:	52,100.36

Expenditure Approval Report

Check Approval Date of 07/21/2026



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001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
1804-SIMPSON'S PRINTING			
	210095	OFFICER TRADING CARDS	132.50
	210096	OFFICER TRADING CARDS	59.50
		VENDOR TOTAL:	192.00
		DIVISION TOTAL:	192.00
		DEPARTMENT TOTAL:	192.00

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
210013	RUG CLEANING	45.98
210014	RUG CLEANING	53.53
210162	RUG CLEANING	71.33
210167	RUG CLEANING	22.92
	VENDOR TOTAL:	193.76
5147-LAP PACIFIC ENTERPRISES, LLC		
210103	DRYCLEAN LINENS	364.00
	VENDOR TOTAL:	364.00
	DIVISION TOTAL:	557.76
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
210254	SCHEDULING FOR THE FIELDS	400.00
210327	SCHEDULING FOR THE FIELDS	400.00
	VENDOR TOTAL:	800.00
	DIVISION TOTAL:	800.00
51-PARKS		
1040-ALSCO		
210011	UNIFORM CLEANING	75.08
210165	UNIFORM CLEANING	75.08
210171	UNIFORM CLEANING	75.08
	VENDOR TOTAL:	225.24
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
210134	MAY 2026 ANTELOPE VALLEY PARK WATER	7.50
210135	JUNE 2026 ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	15.00
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
210136	MAY 2026 CRESTVIEW PARK WATER	7.50
210137	JUNE 2026 CRESTVIEW PARK WATER	1,672.35
	VENDOR TOTAL:	1,679.85

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
1999-HAWKINS INC			
	210048	CHEMICALS	705.73
		VENDOR TOTAL:	705.73
1114-LONG'S PLUMBING & HEATING INC			
	210047	REPAIRS	895.00
		VENDOR TOTAL:	895.00
55555-MISC EMPLOYEE VENDOR			
	210255	SEASONAL SAFETY BOOT REIMBURSEMENT	100.00
		VENDOR TOTAL:	100.00
1511-NORCO INC			
	210206	TYVEX SUIT FOR SPRAYING CHEMICALS	25.66
		VENDOR TOTAL:	25.66
1919-PAINTBRUSH SEWER & DRAIN			
	210049	GREASE TRAP PUMPING	175.60
		VENDOR TOTAL:	175.60
1786-SHERWIN WILLIAMS			
	210186	PAINT	122.90
		VENDOR TOTAL:	122.90
2400-WYOMING WATER SOLUTIONS			
	210046	WATER AT DALBEY PARK	30.00
	210207	WATER DALBEY PARK	21.00
		VENDOR TOTAL:	51.00
		DIVISION TOTAL:	3,995.98
52-POOL			
1511-NORCO INC			
	210189	FIRST AID SUPPLIES AT CITY POOL	24.09
		VENDOR TOTAL:	24.09
		DIVISION TOTAL:	24.09

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1040-ALSCO			
	210163	UNIFORM CLEANING	66.64
		VENDOR TOTAL:	66.64
5186-FALCON CONSTRUCTION, LLC			
	210143	WESTOVER CONCRETE PATCH	42,100.00
		VENDOR TOTAL:	42,100.00
4239-JOSE GUERRERO			
	210043	SEWER CLEANING	2,125.00
	210044	SEWER CLEANING	1,895.00
		VENDOR TOTAL:	4,020.00
1290-MID WEST PEST MANAGEMENT			
	210045	PEST SPRAYING	1,915.00
		VENDOR TOTAL:	1,915.00
2035-POWDER RIVER ENERGY CORPORATION			
	210018	ELECTRIC - SIGN LIGHTING HWY 50	42.61
	210019	ELECTRIC - WELCOME TO GILLETTE SIGN ON S HWY 59	46.39
	210020	ELECTRIC - SIGN LIGHTING HWY 14/16	43.87
		VENDOR TOTAL:	132.87
		DIVISION TOTAL:	48,234.51
		DEPARTMENT TOTAL:	53,612.34

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1099-LEXISNEXIS MATTHEW BENDER		
210199	2026 WY STATS SUPP & INDEX	128.69
	VENDOR TOTAL:	128.69
1482-NEWS RECORD		
210106	JUNE 2026 LEGAL ADVERTISING	5,547.00
	VENDOR TOTAL:	5,547.00
	DIVISION TOTAL:	5,675.69
32-JUDICIAL		
4966-APRIL SHIPPY		
210114	INTERPRET HEARING	20.00
	VENDOR TOTAL:	20.00
1099-LEXISNEXIS MATTHEW BENDER		
210199	2026 WY STATS SUPP & INDEX	128.69
210200	2026 WY COURT RULES	439.68
	VENDOR TOTAL:	568.37
4003-MICHAEL STULKEN		
210112	DEFENSE ATTORNEY	500.00
	VENDOR TOTAL:	500.00
	DIVISION TOTAL:	1,088.37
65-PUBLIC AFFAIRS ADMINISTRATION		
1482-NEWS RECORD		
210105	JUNE 2026 ADVERTISING	1,749.75
	VENDOR TOTAL:	1,749.75
	DIVISION TOTAL:	1,749.75
	DEPARTMENT TOTAL:	8,513.81
	FUND TOTAL:	724,184.26

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD		
210202	FY27 Q1 OPERATIONAL FUNDING	1,371,951.25
	VENDOR TOTAL:	1,371,951.25
4852-CAMPCO FEDERAL CREDIT UNION		
210276	SUTHERLAND SUBDIVISION R & O -	4,589.99
	VENDOR TOTAL:	4,589.99
1381-CITY OF GILLETTE		
210268	LAKEWAY FENCE REPAIR PROJECT -	1,950.22
210270	ANTELOPE VALLEY PLAYGROUND REN	3,156.32
210318	REMINGTON DRAINAGE IMPROVEMENT	1,822.80
210320	SHOSHONE AVE BEAUTIFICATION PH	9,595.51
210323	HERITAGE VILLAGE PLAYGROUND RE	1,961.29
210331	HIDDEN VALLEY SANITARY SEWER I	12,017.75
	VENDOR TOTAL:	30,503.89
1477-CROELL INC		
210275	SUTHERLAND SUBDIVISION R & O	87,209.99
	VENDOR TOTAL:	87,209.99
1559-DOWL LLC		
210361	WESTOVER RETAINING WALL	4,500.00
	VENDOR TOTAL:	4,500.00
1684-DRM INC		
210261	HERITAGE LIFT STATION REPLACEM	8,976.92
210265	FOOTHILLS BOULEVARD DRAINAGE I	422,723.20
	VENDOR TOTAL:	431,700.12
5186-FALCON CONSTRUCTION, LLC		
210144	BIG LOST CURB AND GUTTER	3,720.00
210145	COLLEGE PARK MAILBOX	8,800.00
210146	WARREN AVE PATCHES	3,100.00
210269	ANTELOPE VALLEY PLAYGROUND REN	59,970.08
210322	HERITAGE VILLAGE PLAYGROUND RE	37,264.46

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
		VENDOR TOTAL:	112,854.54
1864-FIRST NATIONAL BANK OF GILLETTE			
	210274	CENTRAL CONTROL PHASE 2 * RETA	3,569.07
		VENDOR TOTAL:	3,569.07
1866-FIRST NORTHERN BANK OF WYOMING			
	210262	HERITAGE LIFT STATION REPLACEM	472.47
	210266	FOOTHILLS BOULEVARD DRAINAGE I	22,248.60
		VENDOR TOTAL:	22,721.07
1909-G AND G LANDSCAPING INC			
	210319	SHOSHONE AVE BEAUTIFICATION PH	182,314.59
		VENDOR TOTAL:	182,314.59
5246-GLENN CONSTRUCTION, LLC			
	210317	REMINGTON DRAINAGE IMPROVEMENT	34,633.12
		VENDOR TOTAL:	34,633.12
5248-HALME, INC.			
	210330	SANITARY SEWER MAIN.	228,337.16
		VENDOR TOTAL:	228,337.16
1450-HDR ENGINEERING INC			
	210282	HERITAGE LIFT STATION REPLACEM	2,835.00
		VENDOR TOTAL:	2,835.00
1560-HLADKY CONSTRUCTION			
	210273	CENTRAL CONTROL PHASE 2	67,812.25
		VENDOR TOTAL:	67,812.25
1589-HOT IRON			
	210263	ECHETA ROAD RECONSTRUCTION	226,153.68
		VENDOR TOTAL:	226,153.68
1754-KLJ ENGINEERING LLC			
	210280	REMINGTON DRAINAGE IMPROVEMENT	526.38
	210292	BUTLER SPAETH & 6TH STREET SEW	8,777.62
	210302	HIDDEN VALLEY SANITARY SEWER I	24,431.23

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1754-KLJ ENGINEERING LLC			
	210307	O'HARA DRIVE WATER MAIN	12,813.33
	210308	O'HARA DRIVE WATER MAIN	16,085.11
		VENDOR TOTAL:	62,633.67
5155-KSLA CORP			
	210311	HERITAGE VILLAGE PLAYGROUND RE	9,950.00
		VENDOR TOTAL:	9,950.00
1312-MORRISON MAIERLE INC			
	210281	FOOTHILLS DRAINAGE IMPROVEMENT	33,191.00
	210303	DALBEY MEMORIAL PARK PARK #7:	17,450.00
		VENDOR TOTAL:	50,641.00
4226-NATHAN G STEINER			
	210289	ANTELOPE VALLEY PLAYGROUND	8,482.40
	210300	SHOSHONE AVE BEAUTIFICATION	12,495.60
		VENDOR TOTAL:	20,978.00
1919-PAINTBRUSH SEWER & DRAIN			
	210122	EXPLORATORY EXCAVATION - WINDLAND DRIVE SURFACING	990.00
		VENDOR TOTAL:	990.00
1958-PCA ENGINEERING INC			
	210284	ECHETA ROAD RECONSTRUCTION	29,648.25
	210285	ANTELOPE VALLEY ROAD MAINTENAN	1,006.25
	210286	OAKCREST-KNOLLWOOD INTERSECTIO	1,751.68
	210288	2026 ASPHALT POTHOLE REPAIR PR	1,183.75
	210293	SPRUCE & KLUVER SURFACING	3,563.77
	210294	ANNUAL CRACK SEALING PROJECT	2,540.00
	210304	IRRIGATION CENTRAL CONTROL PHA	2,997.00
	210326	BUTLER SPAETH LARGE PATCH	8,726.00
		VENDOR TOTAL:	51,416.70

Expenditure Approval Report

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201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	210127	NEW UPS, NEW VIZ STOP SIGN, FIBER WORK	1,887.00
	210128	REPLACE OLD SCHOOL LIGHT, FIBER WORK, VIZ STOP SIG	3,184.38
		VENDOR TOTAL:	5,071.38
5064-RVE, INC			
	210290	4J ROAD IRRIGATION PHASE 2A	9,465.00
		VENDOR TOTAL:	9,465.00
1779-SECURITY STATE BANK			
	210264	ECHETA ROAD RECONSTRUCTION - R	11,902.83
		VENDOR TOTAL:	11,902.83
2296-WESTERN SERVICES LLC			
	210267	LAKEWAY FENCE REPAIR PROJECT	37,054.10
		VENDOR TOTAL:	37,054.10
2363-WWC ENGINEERING			
	210298	SUTHERNLAND SUBDIVISION R & O	27,166.75
	210299	SUTHERNLAND SUBDIVISION R & O	14,182.50
	210309	WINDLAND SURFACING PROJECT	5,042.00
		VENDOR TOTAL:	46,391.25
2432-WYOMING DEPT OF TRANSPORTATION			
	210160	SINCLAIR EXTENSION WYDOT IN-HOUSE DESIGN SRVCS	764.89
		VENDOR TOTAL:	764.89
		DIVISION TOTAL:	3,118,944.54
		DEPARTMENT TOTAL:	3,118,944.54
		FUND TOTAL:	3,118,944.54

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1684-DRM INC			
	210277	GRWSP PRIORITY V (AIRPORT/MEAN	182,472.88
		VENDOR TOTAL:	182,472.88
1866-FIRST NORTHERN BANK OF WYOMING			
	210278	GRWSP PRIORITY V (AIRPORT/MEAN	9,603.85
		VENDOR TOTAL:	9,603.85
1450-HDR ENGINEERING INC			
	210329	MADISON LINE CATHODIC PROTECTI	3,051.25
		VENDOR TOTAL:	3,051.25
1312-MORRISON MAIERLE INC			
	210291	RED HILLS TANK PROJECT	25,469.00
	210301	GRWSP - PH 5 DISTRICT EXT	40,988.16
		VENDOR TOTAL:	66,457.16
		DIVISION TOTAL:	261,585.14
		DEPARTMENT TOTAL:	261,585.14
		FUND TOTAL:	261,585.14

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
209978	UE 23868 601 CHURCH	0.02
	VENDOR TOTAL:	0.02
	DIVISION TOTAL:	0.02
	DEPARTMENT TOTAL:	0.02

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
210164	UNIFORM CLEANING	11.05
210170	UNIFORM CLEANING	11.05
	VENDOR TOTAL:	22.10
2434-AMERICAN WELDING & GAS INC		
210090	PARTS	38.75
	VENDOR TOTAL:	38.75
2482-CAMPBELL COUNTY PUBLIC WORKS		
210098	JUNE 2026 LANDFILL CHARGES	83,469.00
	VENDOR TOTAL:	83,469.00
1511-NORCO INC		
210042	THANK YOU BAGS	123.10
	VENDOR TOTAL:	123.10
	DIVISION TOTAL:	83,652.95
	DEPARTMENT TOTAL:	83,652.95
	FUND TOTAL:	83,652.97

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1447-ANIXTER POWER SOLUTIONS			
210335	IT * PS1 IT RACK & CABLE MGMT * MIKE P		223.50
210336	IT * PS1 IT RACK & CABLE MGMT * MIKE P		533.82
VENDOR TOTAL:			757.32
1792-ENERGY LABORATORIES INC			
210118	EPA ROAD SAMPLES		548.00
210119	TESTING		34.50
210120	TESTING		76.00
VENDOR TOTAL:			658.50
5186-FALCON CONSTRUCTION, LLC			
210146	WARREN AVE PATCHES		3,100.00
VENDOR TOTAL:			3,100.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
210338	WATER - CLA-VAL * COOPER		1,199.00
210346	WATER - CLA-VAL *COOPER - NEW PO 2270009		4,773.11
210369	*OLD PO 2261434* WATER - CLA-VAL *COOPER		103.55
VENDOR TOTAL:			6,075.66
1947-GILLETTE WINNELSON COMPANY			
210355	WATER - CLA-VAL *COOPER		10,314.24
VENDOR TOTAL:			10,314.24
4895-HD SUPPLY INC			
210203	PARTS		601.49
VENDOR TOTAL:			601.49
1450-HDR ENGINEERING INC			
210283	30" MADISON WATERLINE REPAIR		12,977.50
210306	PUMP STATION #1 UPGRADES - DES		6,129.17
210328	PUMP STATION #1 UPGRADES - DES		6,152.50
VENDOR TOTAL:			25,259.17

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
5247-J.E.K. PRODUCTION LLC			
	210133	ROAD BASE	360.00
		VENDOR TOTAL:	360.00
1290-MID WEST PEST MANAGEMENT			
	210117	VEGETATION CONTROL	6,727.75
		VENDOR TOTAL:	6,727.75
1312-MORRISON MAIERLE INC			
	210141	AWIA COMPLIANCE	11,322.00
	210296	PINE RIDGE MADISON TANK REHAB	7,236.70
	210297	PINE RIDGE MADISON TANK REHAB	13,515.50
		VENDOR TOTAL:	32,074.20
2005-PETE LIEN & SONS INC			
	210193	CONCRETE	955.50
		VENDOR TOTAL:	955.50
2035-POWDER RIVER ENERGY CORPORATION			
	210022	ELECTRIC - FORCE RD STORAGE BLDG	54.77
	210023	ELECTRIC - CPS #2	57.11
	210025	ELECTRIC - CPS #3	50.83
	210026	ELECTRIC - MADISON REHAB CPS #4	45.13
	210027	ELECTRIC - MADISON REHAB CPS #7	53.93
	210028	ELECTRIC - BENNOR ESTATES	60.41
	210029	ELECTRIC - OVERBROOK	44.84
	210030	ELECTRIC - RAFTER D	49.38
	210031	ELECTRIC - SOUTHFORK	45.99
	210032	ELECTRIC - COOK RD	56.06
	210033	ELECTRIC - FORCE RD JOINT POWERS BOARD	44.54
	210034	ELECTRIC - SERVICE CONTROL BUILDING	45.32
	210035	ELECTRIC - 8 MILE WATER SYSTEM	45.90
	210036	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	46.58

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2035-POWDER RIVER ENERGY CORPORATION		
210037	ELECTRIC - WATER CONTROL BLDG MEADOW SPRINGS	42.61
210038	ELECTRIC - WATER CONTROL BLDG AMERICAN RD	43.97
210039	ELECTRIC - WATER CONTROL BLDG	46.39
210040	ELECTRIC - WATER CONTROL BLDG RED RAIL/FOX TAIL	62.34
210153	ELECTRIC - MEANS SUBDIVISION BUILDING	40.00
210159	ELECTRIC - GILLETTE AIRPORT BUILDING	40.00
210257	ELECTRIC - MEANS SUBDIVISION BUILDING	40.00
210258	ELECTRIC - GILLETTE AIRPORT BUILDING	40.00
VENDOR TOTAL:		1,056.10
2554-QUALITY AGG AND CONSTRUCTION INC		
210102	J-BASE	1,008.25
VENDOR TOTAL:		1,008.25
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
210108	E-TRANSFER SWITCH & GEN PSS #3	3,353.33
210123	E-TRANSFER SWITCH & GEN PSS #3	467.95
210124	E-VFD CHANGE PUMP STATION #3	1,267.65
210256	PS #1 UPGRADES FIBER RELOCATION	2,118.00
VENDOR TOTAL:		7,206.93
1802-SIMON CONTRACTORS		
210121	AWIA COMPLIANCE	2,593.40
VENDOR TOTAL:		2,593.40
DIVISION TOTAL:		98,748.51
77-SWIMMING POOL		
1999-HAWKINS INC		
210125	CHEMICALS	3,727.12
VENDOR TOTAL:		3,727.12
1511-NORCO INC		
210115	CUSTODIAL SUPPLIES AT CITY POOL	101.40

Expenditure Approval Report
Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
77-SWIMMING POOL			
1511-NORCO INC			
210116		POOL TOYS FOR CITY POOL	172.18
		VENDOR TOTAL:	273.58
		DIVISION TOTAL:	4,000.70
		DEPARTMENT TOTAL:	102,749.21
		FUND TOTAL:	102,749.21

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
209979	UE 44014 38 STAFFORD		17.26
209980	UE 3228 1803 GILLETTE		67.32
209981	UE 4874 2513 DOGWOOD		69.84
209982	UE 11516 2401 NOGALES		157.65
209983	UE 35126 703 EXPRESS		171.82
209984	UE 30874 806 GURLEY		119.00
209985	UE 12220 295 LILLOCT		223.54
209986	UE 40372 2507 LEDOUX		143.23
209987	UE 39164 5104 KIRK		54.48
209988	UE 15270 18 AMERICAN		397.40
209989	UE 2604 602 6TH		114.96
209990	UE 27312 1001 DESERT HILLS		67.07
209991	UE 14322 820 LARAMIE		171.94
209992	UE 39964 1926 HARVEST MOON		173.68
209993	UE 4636 300 REDWOOD		89.54
209994	UE 32622 4524 RUNNING W		172.35
209995	UE 25466 1020 COUNTRY CLUB		19.51
209996	UE 17668 1101 ELON		44.23
209997	UE 32486 4518 RUNNING W		170.44
209998	UE 6366 704 VIVIAN		114.56
209999	UE 18946 1021 SANTEE		156.52
210000	UE 35046 701 EXPRESS		11.23
210001	UE 11314 805 MOUNTAIN VIEW		181.60
210002	UE 33120 1354 WARLOW		169.18
210003	UE 38670 3506 HOBACK		179.14
210004	UE 29910 4306 DAKOTA		15.87
210005	UE 14344 826 LARAMIE		118.39
210006	UE 12714 812 GREENWAY		178.40
210007	UE 39920 1929 HARVEST MOON		261.01

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
	VENDOR TOTAL:	3,831.16
	DIVISION TOTAL:	3,831.16
	DEPARTMENT TOTAL:	3,831.16

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
3822-ELECTRO-TEST AND MAINTENANCE INC			
	210247	SUBSTATION MAINTENANCE SERVICE	93,429.84
		VENDOR TOTAL:	93,429.84
1264-MCM GENERAL CONTRACTORS			
	210248	ANNUAL TRENCHING AND BORING AG	10,088.50
	210251	ANNUAL TRENCHING AND BORING AG	2,550.00
	210410	ANNUAL TRENCHING AND BORING AG	47,012.50
	210411	ANNUAL TRENCHING AND BORING AG	52,102.74
		VENDOR TOTAL:	111,753.74
2071-PROELECTRIC INC			
	210252	ANNUAL MISCELLANEOUS ELECTRICAL	5,435.50
	210253	ANNUAL MISCELLANEOUS ELECTRICAL	977.78
		VENDOR TOTAL:	6,413.28
1748-THAT EMBROIDERY PLACE			
	210111	EMBROIDERY FOR CREW UNIFORMS	240.00
		VENDOR TOTAL:	240.00
		DIVISION TOTAL:	211,836.86
		DEPARTMENT TOTAL:	211,836.86
		FUND TOTAL:	215,668.02

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	210015	UNIFORM CLEANING	222.37
	210169	UNIFORM CLEANING	222.37
		VENDOR TOTAL:	444.74
1363-CHEMSEARCH			
	210131	CHEMICALS	5,846.19
	210132	CHEMICALS	5,846.19
		VENDOR TOTAL:	11,692.38
1450-HDR ENGINEERING INC			
	210287	WWTP PHASE II PROJECTS	20,567.50
		VENDOR TOTAL:	20,567.50
3839-MOTION INDUSTRIES, INC			
	210360	WASTEWATER - MOTOR/GEAR REDUCER - BRETT 2270019	606.11
		VENDOR TOTAL:	606.11
2035-POWDER RIVER ENERGY CORPORATION			
	210016	ELECTRIC - GIL SEWAGE MTR STA	60.70
	210017	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,167.78
		VENDOR TOTAL:	1,228.48
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	210205	HVAC REPAIRS	321.00
		VENDOR TOTAL:	321.00
5236-PYE BARKER FIRE & SAFETY			
	210357	WASTEWATER - CAMERA EXPANSION LICENSING NO SUB	8,600.00
		VENDOR TOTAL:	8,600.00
2114-RAILROAD MANAGEMENT CO LLC			
	210187	LICENSE FEES - 12.5 " SEWER PIPELINE	5,220.50
		VENDOR TOTAL:	5,220.50

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2263-WASTE CONNECTIONS OF WYOMING			
	210138	JUNE 2026 DUMP ROLLOFF	821.90
		VENDOR TOTAL:	821.90
		DIVISION TOTAL:	49,502.61
		DEPARTMENT TOTAL:	49,502.61
		FUND TOTAL:	49,502.61

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
4629-APEX MECHANICAL, LLC			
	210088	SAFETY INSPECTIONS REPAIRS	421.62
	210089	SAFETY INSPECTIONS REPAIRS	555.03
		VENDOR TOTAL:	976.65
		DIVISION TOTAL:	976.65
		DEPARTMENT TOTAL:	976.65
		FUND TOTAL:	976.65

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
210337	ELECTRICAL INVENTORY	481.20
210364	ELECTRICAL WAREHOUSE INVENTORY/JEFF W PROJECT	694.54
210365	ELECTRICAL WAREHOUSE INVENTORY	263.40
210366	ELECTRICAL WAREHOUSE INVENTORY	2,292.00
210367	ELECTRICAL INVENTORY	306.80
	VENDOR TOTAL:	4,037.94
1197-BORDER STATES ELECTRIC		
210368	ELECTRICAL WAREHOUSE INVENTORY	949.92
	VENDOR TOTAL:	949.92
2852-CORE & MAIN		
210342	PARKS INVENTORY WAREHOUSE	15.40
	VENDOR TOTAL:	15.40
1519-CRUM ELECTRIC SUPPLY COMPANY		
210347	ELECTRICAL INVENTORY * TRANSFORMERS 277/480	41,378.04
	VENDOR TOTAL:	41,378.04
5205-FERGUSON US HOLDINGS, INC		
210375	WASTEWATER INVENTORY	6,455.00
	VENDOR TOTAL:	6,455.00
1911-GADES SALES COMPANY INC		
210377	TRAFFIC INVENTORY	272.00
	VENDOR TOTAL:	272.00
1422-GILLETTE CONTRACTORS SUPPLY INC		
210339	PARKS WEARHOUSE INVENTORY	332.22
210340	PARKS INVENTORY	210.02
210341	WATER INVENTORY	4,065.40
210370	ELECTRICAL WAREHOUSE INVENTORY	90.00
210371	PARKS WAREHOUSE INVENTORY	688.76
210372	WATER INVENTORY	109.59
210373	ELECTRICAL INVENTORY	37.28

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
210374	WATER INVENTORY	156.88
	VENDOR TOTAL:	5,690.15
1947-GILLETTE WINNELSON COMPANY		
210348	PARKS WAREHOUSE INVENTORY	25.61
210349	PARKS WAREHOUSE INVENTORY	696.00
210350	PARKS INVENTORY	526.80
210351	WATER INVENTORY	251.84
210378	WATER INVENTORY	123.75
	VENDOR TOTAL:	1,624.00
4895-HD SUPPLY INC		
210379	WATER INVENTORY	371.40
	VENDOR TOTAL:	371.40
3970-HOTLINE ELECTRICAL		
210382	ELECTRICAL WAREHOUSE INVENTORY	6,632.23
	VENDOR TOTAL:	6,632.23
1511-NORCO INC		
210388	ELECTRICAL WAREHOUSE INVENTORY	30.48
210393	ELECTRICAL WAREHOUSE INVENTORY	91.23
210394	PARKS WAREHOUSE INVENTORY	198.00
	VENDOR TOTAL:	319.71
2198-STUART C. IRBY CO		
210399	ELECTRICAL INVENTORY	111.75
210400	ELECTRICAL WAREHOUSE INVENTORY	83.00
	VENDOR TOTAL:	194.75
4424-TMMI, LLC		
210358	ELECTRICAL WAREHOUSE INVENTORY	922.22
	VENDOR TOTAL:	922.22

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
2289-WESCO DISTRIBUTION INC			
210401		ELECTRICAL WAREHOUSE INVENTORY	480.00
210402		ELECTRICAL WAREHOUSE INVENTORY	121.50
210403		ELECTRICAL WAREHOUSE INVENTORY	182.25
210404		ELECTRICAL WAREHOUSE INVENTORY	101.25
210405		ELECTRICAL INVENTORY	217.80
210406		ELECTRICAL INVENTORY	204.75
		VENDOR TOTAL:	1,307.55
		DIVISION TOTAL:	70,170.31
		DEPARTMENT TOTAL:	70,170.31

Expenditure Approval Report
Check Approval Date of 07/21/2026



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	210168	RUG CLEANING	34.98
	210173	RUG CLEANING	34.98
VENDOR TOTAL:			69.96
2263-WASTE CONNECTIONS OF WYOMING			
	210107	WARLOW YARD TRASH	503.08
VENDOR TOTAL:			503.08
DIVISION TOTAL:			573.04
DEPARTMENT TOTAL:			573.04
FUND TOTAL:			70,743.35

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1575-HOMAX OIL		
210380	VM * DIESEL	36,231.76
210381	VM INVENTORY	604.75
	VENDOR TOTAL:	36,836.51
5050-HUGHES FIRE EQUIPMENT, INC.		
210383	VM INVENTORY	1,252.82
	VENDOR TOTAL:	1,252.82
4462-JOE JOHNSON EQUIPMENT, LLC		
210385	VM INVENTORY	324.00
210386	VM INVENTORY	169.87
	VENDOR TOTAL:	493.87
4967-RDO EQUIPMENT CO		
210397	VM	253.03
	VENDOR TOTAL:	253.03
2385-WYOMING MACHINERY CO		
210409	VM INVENTORY	1,202.59
	VENDOR TOTAL:	1,202.59
	DIVISION TOTAL:	40,038.82
	DEPARTMENT TOTAL:	40,038.82

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
3622-ABSOLUTE AUTO, LLC			
	210212	PARTS	124.50
		VENDOR TOTAL:	124.50
1040-ALSCO			
	210012	UNIFORM CLEANING	144.86
	210166	UNIFORM CLEANING	144.07
	210172	UNIFORM CLEANING	156.90
		VENDOR TOTAL:	445.83
1167-BIG HORN TIRE INC			
	210052	TIRES	620.85
	210184	TIRES	881.76
		VENDOR TOTAL:	1,502.61
1171-BIGHORN HYDRAULICS INC			
	210211	PARTS	6.75
		VENDOR TOTAL:	6.75
5079-C & K EQUIPMENT SALES, INC.			
	210050	PARTS	412.63
		VENDOR TOTAL:	412.63
2560-COMPRESSION LEASING SERVICES			
	210149	COMPRESSOR SERVICE	448.00
		VENDOR TOTAL:	448.00
4909-COULTER WEST			
	210222	DOOR DECALS	325.00
		VENDOR TOTAL:	325.00
1525-CUMMINS ROCKY MOUNTAIN INC			
	210054	REPAIRS	2,364.12
		VENDOR TOTAL:	2,364.12
3862-DADS TRUCK AND AUTO LLC			
	210219	TOW	784.00
	210220	TOW	725.76

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	1,509.76
1631-DITCH WITCH OF SOUTH DAKOTA		
210053	PARTS	407.45
	VENDOR TOTAL:	407.45
1860-FIRST CLASS AUTO		
210051	REPAIRS	8,105.28
	VENDOR TOTAL:	8,105.28
2645-GREINER MOTOR COMPANY		
210062	RETURN PARTS	-124.20
210063	RETURN PARTS	-68.08
210064	PARTS	196.26
210065	FORD SUBSCRIPTION	1,400.00
	VENDOR TOTAL:	1,403.98
4128-GROSSENBURG IMPLEMENT INCORPORATED		
210218	PARTS	123.04
	VENDOR TOTAL:	123.04
5240-JACKSON GROUP PETERBILT		
210213	PARTS	1,014.16
210214	RETURN PARTS	-213.12
210215	PARTS	168.78
	VENDOR TOTAL:	969.82
5130-JENNER EQUIPMENT CO		
210151	PARTS	376.34
	VENDOR TOTAL:	376.34
4462-JOE JOHNSON EQUIPMENT, LLC		
210150	PARTS	384.63
	VENDOR TOTAL:	384.63
1758-KAREN'S DELIVERY SERVICE		
210185	DELIVERY FROM NORTH CENTRAL IND	25.00
	VENDOR TOTAL:	25.00

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1291-MIDLAND IMPLEMENT CO INC		
210057	PARTS	777.51
	VENDOR TOTAL:	777.51
3042-O'REILLY AUTO PARTS		
210056	PARTS	18.00
	VENDOR TOTAL:	18.00
5213-PARTSONE WYOSD LLC		
210066	PARTS	56.53
210067	PARTS	23.40
210068	PARTS	57.75
210069	PARTS	14.34
210070	PARTS	5.45
210071	PARTS	17.08
210072	PARTS	43.58
210073	PARTS	5.45
210074	PARTS	21.90
210075	PARTS	134.04
210076	PARTS	9.49
210077	PARTS	12.83
210078	PARTS	36.13
210079	PARTS	22.99
210080	PARTS	15.68
210081	PARTS	5.45
210082	PARTS	47.46
210083	PARTS	72.22
210084	PARTS	47.02
210085	PARTS	5.45
210086	PARTS	5.45
210152	PARTS	163.47

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5213-PARTSONE WYOSD LLC		
210180	PARTS	28.73
210181	PARTS	34.68
210182	PARTS	43.31
210183	PARTS	25.71
210223	PARTS	47.04
210224	PARTS	83.98
210225	GREASE GUNS	877.03
210226	PARTS	38.70
210227	PARTS	129.14
210229	PARTS	5.98
210230	PARTS	24.00
210231	PARTS	78.99
210232	PARTS	206.40
210233	PARTS	76.19
210234	PARTS	51.94
VENDOR TOTAL:		2,574.98
3929-PURVIS INDUSTRIES, LLC		
210221	PARTS	13.63
VENDOR TOTAL:		13.63
4967-RDO EQUIPMENT CO		
210059	CAB FILTERS FOR STREETS	234.56
210060	PARTS	35.68
210061	PARTS	139.78
VENDOR TOTAL:		410.02
2315-THUNDER BASIN FORD LLC		
210058	REPAIRS	1,560.89
210216	REPAIRS	6,177.48
210217	REPAIRS	920.99
VENDOR TOTAL:		8,659.36

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2309-WHITE'S FRONTIER MOTORS		
210208	PARTS	1,238.00
210209	CORE RETURN	-1,000.00
210210	REPAIRS	190.75
	VENDOR TOTAL:	428.75
2385-WYOMING MACHINERY CO		
210055	PARTS	3,745.00
	VENDOR TOTAL:	3,745.00
	DIVISION TOTAL:	35,561.99
	DEPARTMENT TOTAL:	35,561.99
	FUND TOTAL:	75,600.81

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
605-VEHICLE REPLACEMENT FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
3398-JACK'S TRUCK CENTER INC		
210376	NEW TANDEM AXLE DUMP TRUCK STEEL BODY NEW FY PO	204,519.00
	VENDOR TOTAL:	204,519.00
	DIVISION TOTAL:	204,519.00
	DEPARTMENT TOTAL:	204,519.00
	FUND TOTAL:	204,519.00

Expenditure Approval Report

Check Approval Date of 07/21/2026



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1572-ARETE DESIGN GROUP			
	210140	CITY WEST ROOF	2,711.07
		VENDOR TOTAL:	2,711.07
1381-CITY OF GILLETTE			
	210325	CITY WEST ROOF REPLACEMENT - R	12,958.25
		VENDOR TOTAL:	12,958.25
2617-DAVE LODEN CONSTRUCTION INC			
	210324	CITY WEST ROOF REPLACEMENT	246,206.84
		VENDOR TOTAL:	246,206.84
1264-MCM GENERAL CONTRACTORS			
	210110	GURLEY/KLUVER STREET LIGHT REPAIRS	5,754.39
		VENDOR TOTAL:	5,754.39
5238-MODERN ELECTRIC CO			
	210142	TRAFFIC SIGNAL TRAILER RENTAL-WESTOVER/4J	2,500.00
		VENDOR TOTAL:	2,500.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	210099	REPAIR YARDWASTE DAMAGED CAMERA	453.00
	210126	WORK DONE FOR POLE REMOVAL WESTOVER/4J	4,074.00
	210129	VACTOR HOLES FOR DAMAGED SIGNS	844.00
	210130	TAKE POLE DOWN AT WESTOVER/4J	5,574.00
		VENDOR TOTAL:	10,945.00
2260-WARM			
	210174	FY27 CYBER INSURANCE PREMIUM	16,706.25
	210175	FY27 CRIME INSURANCE PREMIUM	1,339.17
	210176	FY27 LIABILITY INSURANCE PREMIUM	366,890.70
	210177	FY27 PROPERTY INSURANCE PREMIUM	503,198.52
		VENDOR TOTAL:	888,134.64
		DIVISION TOTAL:	1,169,210.19
		DEPARTMENT TOTAL:	1,169,210.19
		FUND TOTAL:	1,169,210.19
		GRAND TOTAL:	6,077,336.75

Expenditure Approval Report

Check Approval Date of 07/08/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3379-BLACK HILLS ENERGY			
209977		NATURAL GAS - 13144 HIGHWAY 51	32.74
		VENDOR TOTAL:	32.74
		DIVISION TOTAL:	32.74
		DEPARTMENT TOTAL:	32.74
		FUND TOTAL:	32.74
		GRAND TOTAL:	32.74

Expenditure Approval Report

Check Approval Date of 07/10/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
210010	TRANFER PLATE	2.00
	VENDOR TOTAL:	2.00
	DIVISION TOTAL:	2.00
	DEPARTMENT TOTAL:	2.00
	FUND TOTAL:	2.00
	GRAND TOTAL:	2.00

Expenditure Approval Report

Check Approval Date of 07/14/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1779-SECURITY STATE BANK			
	210312	CERTIFICATE OF DEPOSIT	2,000,000.00
		VENDOR TOTAL:	2,000,000.00
		DIVISION TOTAL:	2,000,000.00
		DEPARTMENT TOTAL:	2,000,000.00

Expenditure Approval Report
Check Approval Date of 07/14/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
5158-ALLIANT INSURANCE SERVICES			
	210321	INSUANCE FOR NATIONAL NIGHT OUT EVENT	1,036.00
		VENDOR TOTAL:	1,036.00
		DIVISION TOTAL:	1,036.00
		DEPARTMENT TOTAL:	1,036.00
		FUND TOTAL:	2,001,036.00
		GRAND TOTAL:	2,001,036.00

Expenditure Approval Report

Check Approval Date of 06/30/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	209975	WEEKLY CLAIMS	2,345.18
		VENDOR TOTAL:	2,345.18
2672-UMB BANK			
	209976	MAY 2026 P-CARDS	115,249.80
		VENDOR TOTAL:	115,249.80
		DIVISION TOTAL:	117,594.98
		DEPARTMENT TOTAL:	117,594.98
		FUND TOTAL:	117,594.98
		GRAND TOTAL:	117,594.98

Expenditure Approval Report

Check Approval Date of 07/13/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	210237	WEEKLY CLAIMS	1,491.66
		VENDOR TOTAL:	1,491.66
2435-WYOMING STATE			
	210241	JUNE 2026 SALES AND USE TAX	4.25
		VENDOR TOTAL:	4.25
		DIVISION TOTAL:	1,495.91
		DEPARTMENT TOTAL:	1,495.91
		FUND TOTAL:	1,495.91

Expenditure Approval Report
Check Approval Date of 07/13/2026



Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES			
	210239	FY27 COG EQUIPMENT REPLACEMENT CONTRIBUTION	49,500.00
	210240	FY27 COG VEHICLE DEPRECIATION CONTRIBUTION	250,000.00
VENDOR TOTAL:			299,500.00
DIVISION TOTAL:			299,500.00
DEPARTMENT TOTAL:			299,500.00
FUND TOTAL:			299,500.00

Expenditure Approval Report

Check Approval Date of 07/13/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
210241		JUNE 2026 SALES AND USE TAX	115,576.55
		VENDOR TOTAL:	115,576.55
		DIVISION TOTAL:	115,576.55
		DEPARTMENT TOTAL:	115,576.55

Expenditure Approval Report

Check Approval Date of 07/13/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	210236	JULY 2025 CTII GROUND LEASE	4,635.75
		VENDOR TOTAL:	4,635.75
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	210238	JULY 2026 WYGEN III GROUND LEASE	46,710.43
		VENDOR TOTAL:	46,710.43
		DIVISION TOTAL:	51,346.18
		DEPARTMENT TOTAL:	51,346.18
		FUND TOTAL:	166,922.73

Expenditure Approval Report

Check Approval Date of 07/13/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	210241	JUNE 2026 SALES AND USE TAX	700.44
		VENDOR TOTAL:	700.44
		DIVISION TOTAL:	700.44
		DEPARTMENT TOTAL:	700.44
		FUND TOTAL:	700.44

Expenditure Approval Report

Check Approval Date of 07/13/2026



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
210242		JUNE 2026 ADMIN FEES AND STOP/LOSS	96,797.82
210243		DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	114,892.65
210244		DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	50,155.00
210245		JULY 2026 ADMIN FEES	221.00
		VENDOR TOTAL:	262,066.47
		DIVISION TOTAL:	262,066.47
		DEPARTMENT TOTAL:	262,066.47
		FUND TOTAL:	262,066.47
		GRAND TOTAL:	730,685.55

Expenditure Approval Report

Check Approval Date of 05/31/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
66666-MISC P-CARD VENDOR			
	209801	REWARD GATEWAY (US) FUNDS	2,000.00
		VENDOR TOTAL:	2,000.00
		DIVISION TOTAL:	2,000.00
		DEPARTMENT TOTAL:	2,000.00

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
66666-MISC P-CARD VENDOR			
	209041	WYO WORKFORCE DEV COMMITTEE MTGS - WATER BOTTLES	622.00
	209060	COUNCIL BUDGET WORKSHOP #2 - DINNER	567.50
	209213	LEGISLATIVE LUNCH	330.13
	209237	NEXT FRONTIER ENERGY SUMMIT - HOTEL - MAYOR LUNDVA	278.00
	209747	PIZZA FOR TRASH A THON WINNERS	360.00
	209759	PIZZA FOR TRASH A THON WINNERS	360.00
VENDOR TOTAL:			2,517.63
DIVISION TOTAL:			2,517.63
02-ADMINISTRATION			
1334-CASPER STAR TRIBUNE			
	209274	CASPER STAR TRIBUNE SUBSCRIPTION	33.99
VENDOR TOTAL:			33.99
66666-MISC P-CARD VENDOR			
	209042	MEETING EXPENSE	155.16
	209396	INCORRECT CHARGED - REFUNDED	586.80
	209397	OVERCHARGE - REFUNDED	-586.80
	209469	WYO WORKFORCE DEVELOPMENT COMMITTEE MTG	350.40
	209756	GOSMA CONFERENCE - HOTEL - MIKE COLE	257.14
VENDOR TOTAL:			762.70
DIVISION TOTAL:			796.69
04-SPECIAL PROJECTS			
66666-MISC P-CARD VENDOR			
	209292	AMAZON MKTPL*BF47M51G2 - WELLNESS ITEMS FOR GYM	179.53
	209384	AMAZON MKTPL*OY79F6VT3 - WELLNESS ITEMS FOR GYM	159.28
	209739	AMAZON MKTPL*NP0QX8C63 PHONE AND TABLET HOLDERS FO	73.17
VENDOR TOTAL:			411.98
DIVISION TOTAL:			411.98
DEPARTMENT TOTAL:			3,726.30

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
209095	DOLLAR TREE CARDS	14.00
209117	INNOVATIVE CREDIT SOLUTIO PRE EMPLOYEMENT CREDIT R	25.00
209140	SEASONAL JOB ADVERTISING	175.00
209547	BARCODES GROUP INC. BADGE REELS	320.00
209703	IN *SMITH PSYCHOLOGICAL S PD PRE EMPLOYMENT	400.00
209717	SEASONAL JOB ADVERTISING	104.47
	VENDOR TOTAL:	1,038.47
	DIVISION TOTAL:	1,038.47
21-SAFETY		
66666-MISC P-CARD VENDOR		
209096	WM SUPERCENTER #1485 JUNE SAFETY DAY	23.64
209269	AMERICAN SOCIETY OF SAFE MEMBERSHIP FEE	205.00
209768	UNITED 0162106050848 FLIGHT	611.95
	VENDOR TOTAL:	840.59
	DIVISION TOTAL:	840.59
	DEPARTMENT TOTAL:	1,879.06

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
66666-MISC P-CARD VENDOR			
	209051	AMAZON MKTPL*BJ3K24ZG1 PAPER FILE ORGANIZER	36.98
	209089	PAYROLLORG MEMBERSHIP	312.00
	209187	AMAZON MKTPL*BV91R7YO2 PAPER FILE ORGANIZER	39.89
	209289	JIMMY JOHNS - 2009 - MOTO GASB TRAINING LUNCH JENN	58.18
	209605	PIZZA CARRELLO LLC VM & FN INVENTORY LUNCH REFUNDE	-145.00
	209606	PIZZA CARRELLO LLC VM & FN INVENTORY LUNCH REFUND	-21.25
	209607	PIZZA CARRELLO LLC VM & FN INVENTORY LUNCH	21.25
	209608	PIZZA CARRELLO LLC VM & FN INVENTORY LUNCH	145.00
	209609	PIZZA CARRELLO LLC - VM INVENTORY COUNT LUNCH	159.60
VENDOR TOTAL:			606.65
DIVISION TOTAL:			606.65
26-CUSTOMER SERVICE			
66666-MISC P-CARD VENDOR			
	209141	AMAZON MKTPL*BJ3GJ2AK0 PORTABLE CHARGER JANET	199.98
	209398	LYFT *RIDE MON 7PM TANTALUS CONFERENCE RIDE TO H	28.69
	209399	UNITED 0164395046487 TANTALUS CONFERENCE BAG	40.00
	209430	BELLAGIO - ROOM SERVIC TANTALUS CONFERENCE DINNER	68.97
	209431	MISSION YOGURT - MARIA TANTALUS CONFERENCE MEAL JA	8.08
	209470	VDARA - STARBUCKS TANTALUS CONFERENCE MEAL JANET	20.16
	209525	BELLAGIO PATISSERIE TANTALUS CONFERENCE MEAL JANET	26.28
	209585	UNITED 0164396132202 BAGGAGE FEE FOR TANTALUS	40.00
	209586	BELLAGIO PATISSERIE TANTALUS CONFERENCE MEAL JANET	26.28
	209587	BELLAGIO - FRONT DESK HOTEL TANTALUS CONFERENCE JA	956.92
	209588	EINSTEINS BROS BAGELS TANTALUS CONFERENCE MEAL JAN	14.64
	209589	UBER *TRIP TRAVEL TO AIRPORT FROM HOTEL TANTALUS	38.98
	209590	RAPIDCITYREGIONALAIRPORT PARKING FEE TANTALUS CONF	72.00
VENDOR TOTAL:			1,540.98
DIVISION TOTAL:			1,540.98

Expenditure Approval Report

Check Approval Date of 05/31/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
	209079	ACDCADAUTJ2 REPLACEMENT LAPTOP BATTERY FOR SCADA	91.00
	209080	AMAZON MKTPL*BJ9U69ET1 VEHICLE LAPTOP CHARGER & HD	41.64
	209247	THE UPS STORE 7144 SHIPPING TO SEND HAVIS DOCKING	51.58
	209366	WYOMING WORK WAREHOUSE SAFETY SHOES	130.49
	209401	ZOHO* ZOHO-ZOHO CORP ZOHO ASSIST	180.00
	209499	UNITED 0164395660340 IT CANDIDATE	69.86
	209500	UNITED 0164395660339 IT CANDIDATE TRAVEL	22.56
	209501	UNITED 0164395660338 IT CANDIDATE TRAVEL	22.56
	209502	UNITED 0164395660337 IT CANDIDATE TRAVEL	76.85
	209503	UNITED 0162102133827 IT CANDIDATE TRAVEL	1,450.94
	209706	SQSP* DOMAIN#235369896 INFORMGILLETTE DOMAINS	60.00
	209758	SQSP* DOMAIN#235749837 WYOCMA DOMAINS	60.00
	209788	B&H PHOTO 800-606-6969 FIRE STATION ONE UPS	1,599.98
	209802	AMAZON MKTPL*Z114C4VL3 FIBER OPTIC PATCH CABLES AN	252.64
		VENDOR TOTAL:	4,110.10
		DIVISION TOTAL:	4,110.10
		DEPARTMENT TOTAL:	6,257.73

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1809-INTOXIMETERS INC		
209543	INTOXIMETERS INC - MOUTHPIECES	113.00
	VENDOR TOTAL:	113.00
5147-LAP PACIFIC ENTERPRISES, LLC		
209223	307 DRY CLEANERS - DRY CLEANING	80.25
209663	307 DRY CLEANERS - DRY CLEANING	27.25
	VENDOR TOTAL:	107.50
66666-MISC P-CARD VENDOR		
209037	DOUGLAS INN - TREBBY TRAINING	139.99
209038	PSI EXAMS - COX DRONE TEST	175.00
209074	PETCO 2419 - K9 MACHO SUPPLIES	71.37
209076	OLIVE GARDEN ZK 0021828 - WASCOP - ADMIN	22.00
209077	TST* FIREROCK STEAKHOUSE - WASCOP - ADMIN	112.90
209078	THE HANGAR BAR & GRILL - WASCOP - ADMIN	65.00
209081	SLEEP INN & STES WY079 - TREBBY TRAINING IN DOUGLA	338.68
209082	LinkedInPrel *08642492 - MEMBERSHIP	89.99
209083	GILLETTE NEWS RECORD LLC - NEWS RECORD FOR 1 YEAR	120.00
209091	PETCO 2419 - K9 FRITZ SUPPLIES	99.74
209092	TST*THE DEPOT - TREBBY TRAINING	51.32
209100	Trinidad Smokehouse - K9 TRAINING IN TX	58.42
209101	Trinidad Smokehouse - K9 TRAINING IN TX	57.63
209102	Trinidad Smokehouse - TEXAS K9 TRAINING	60.80
209103	MAVERIK #734 - TEXAS K9 TRAINING	2.14
209107	HILTON HOTELS - WASSON WASCOP	344.84
209108	HILTON HOTELS - VOS WASCOP	344.84
209109	HILTON HOTELS - ALGER WASCOP	330.00
209110	Trinidad Smokehouse - TEXAS K9 TRAINING	53.91
209124	Trinidad Smokehouse - TEXAS K9 TRAINING	59.53
209125	ANIMAL MEDICAL CENTER OF - K9 FRITZ ANIMAL CARE	242.05
209126	TST*THE DEPOT - TREBBY TRAINING	23.57

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
209143	PHILLIPS 66 - TOOTNTOTUM - TEXAS K9 TRAINING	5.74	
209166	LYFT *RIDE MON 6PM - TRUJILLO CONFERENCE IN TEX	36.29	
209167	LA QUINTA INN & SUITES - 1,004.35 is the total. I	112.20	
209168	RAISING CANES 0051 - 1,004.35 is the total. I have	12.44	
209169	HAO HAO LEANDER - 1,004.35 is the total. I have to	24.61	
209170	CKE*HILL COUNTRY SMOKEHOU -K9 TRAINING IN TX	26.44	
209171	BUFFALO WILD WNGS 3703 - K9 TRAINING IN TX	36.06	
209175	RAISING CANES 0051 - K9 TRAINING IN TX	12.44	
209176	LA QUINTA INN & SUITES - K9 TRAINING IN TX	112.20	
209177	HAO HAO LEANDER - K9 TRAINING IN TX	23.14	
209178	CKE*HILL COUNTRY SMOKEHOU - K9 TRAINING IN TX	24.29	
209179	BUFFALO WILD WNGS 3703 - K9 TRAINING IN TX	24.38	
209180	RAISING CANES 0051 - TEXAS K9 TRAINING	11.19	
209181	LA QUINTA INN & SUITES - TEXAS K9 TRAINING	112.20	
209182	HAO HAO LEANDER - TEXAS K9 TRAINING	22.67	
209183	CASEYS #4866 - TEXAS K9 TRAINING	2.15	
209184	CKE*HILL COUNTRY SMOKEHOU - TEXAS K9 TRAINING	23.98	
209185	SANTA ANNA SHORT STOP - TEXAS K9 TRAINING	7.09	
209186	BUFFALO WILD WNGS 3703 - TEXAS K9 TRAINING	4.97	
209188	RAISING CANES 0051 - TEXAS K9 TRAINING	10.38	
209189	LA QUINTA INN & SUITES - TEXAS K9 TRAINING	112.20	
209190	HAO HAO LEANDER - TEXAS K9 TRAINING	21.40	
209191	CKE*HILL COUNTRY SMOKEHOU -TEXAS K9 TRAINING	24.88	
209192	H-E-B #774 - TEXAS K9 TRAINING	180.56	
209193	BUFFALO WILD WNGS 3703 - TEXAS K9 TRAINING	33.12	
209194	IDI - DETECTIVE MONTHLY APP	76.00	
209202	RAISING CANES 0051 - TEXAS K9 TRAINING	12.65	
209203	LA QUINTA INN & SUITES - TEXAS K9 TRAINING	112.20	
209204	HAO HAO LEANDER - TEXAS K9 TRAINING	27.06	

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
209205	CKE*HILL COUNTRY SMOKEHOU - TEXAS K9 TRAINING		30.14
209206	BUFFALO WILD WNGS 3703 - TEXAS K9 TRAINING		24.59
209216	SHELL OIL 57545842403 - K9 TRAINING IN TX		42.80
209222	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO		352.50
209232	FRATELLI PIZZA - TEXAS K9 TRAINING		122.27
209242	RENAISSANCE AUSTIN F&B - TRUJILLO CONFERENCE IN T		32.06
209243	TRACTOR SUPPLY #1995 - K9 ANIMAL CARE		36.78
209248	SQ *OHIO DRONE REPAIR - DRONE REPAIR		705.50
209258	UNITED 0164393679216 - MUSSELL BAG		50.00
209259	UNITED 0164393679215 - STUBER BAG		50.00
209264	TST*CONEJOS TEX-MEX CANT - TEXAS K9 TRAINING		142.47
209275	LYFT *RIDE FRI 3AM - TRUJILLO CONFERENCE IN TEX		68.91
209276	H-E-B #774 - K9 TRAINING IN TX		48.26
209277	SCHLOTZSKY'S 101695 - K9 TRAINING IN TX		45.75
209279	BOJACKS BROILER PIT - KROGMAN CASE IN WASHINGTON		71.48
209280	ROOSTERS - KROGMAN CASE IN WASHINGTON		80.08
209283	TST*HAPPY WOK - K9 TRAINING IN TX		87.76
209284	DANS HAMBURGERS 3 - K9 TRAINING IN TX		22.72
209285	SCHLOTZSKY'S 101695 - TEXAS K9 TRAINING		16.03
209286	FRATELLI PIZZA - TEXAS K9 TRAINING		75.70
209287	DANS HAMBURGERS 3 - TEXAS K9 TRAINING		20.19
209291	TST*SILVER CREEK - LAW ENFORCEMENT BREAKFAST		167.38
209293	SCHLOTZSKY'S 101695 - TEXAS K9 TRAINING		17.22
209294	H-E-B #774 - TEXAS K9 TRAINING		24.08
209295	DANS HAMBURGERS 3 - TEXAS K9 TRAINING		21.04
209315	SCHLOTZSKY'S 101695 - TEXAS K9 TRAINING		19.51
209316	DANS HAMBURGERS 3 - TEXAS K9 TRAINING		26.61
209330	CULVERS SPEARFISH - TRUJILLO CONFERENCE		11.25
209331	UNITED 0164394105448 - TRUJILLO CONFERENCE I		50.00

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
209332	CHICK FIL A- PENA - TRUJILLO CONFERENCE IN TEXAS	15.89	
209333	RAPIDCITYREGIONALAIRPORT - TRUJILLO CONFERENCE IN	54.00	
209334	TST* DAHLIA CAFE - K9 TRAINING IN TX	68.85	
209337	GEG THMAS HAMER CFE 1123 - KROGMAN CASE IN WASHING	6.98	
209338	GEG GREEDY COW 6981550 - KROGMAN CASE IN WASHINGTO	20.18	
209339	JIMMY JOHNS - 2756 - KROGMAN CASE IN WASHINGTON	16.73	
209340	QDOBA - SKYPORT - KROGMAN CASE IN WASHINGTON	38.08	
209342	H-E-B #592 - K9 TRAINING IN TX	62.71	
209347	TST* DAHLIA CAFE - TEXAS K9 TRAINING	23.82	
209348	TST* AGAPE BBQ - TEXAS K9 TRAINING	147.62	
209358	GEG GREEDY COW 6981550 - KROGMAN CASE IN WASHINGTO	22.90	
209359	UNITED 0164394434097 - MUSSELL BAG	50.00	
209360	UNITED 0164394434096 - STUBER BAG	50.00	
209361	ALAMO RENT-A-CAR - KROGMAN CASE IN WASHINGTON	289.65	
209362	RAPIDCITYREGIONALAIRPORT - AIRPORT PARKING	36.00	
209367	SP CARA CARA SPORTS - ACCIDENTAL TAP CHARGE FOR PE	10.00	
209376	RAISING CANES 0618 - K9 TRAINING IN TX	30.50	
209377	FRATELLI PIZZA - K9 TRAINING IN TX	54.34	
209378	H-E-B #774 - K9 TRAINING IN TX	53.46	
209379	SQ *MYUNGA INC. - TEXAS K9 TRAINING	29.57	
209380	TST*HAPPY WOK - TEXAS K9 TRAINING	16.80	
209393	H-E-B #774 - TEXAS K9 TRAINING	96.67	
209400	SQ *NATIONAL TACTICAL OFF - TRUJILLO MEMBERSHIP	50.00	
209403	TRACTOR SUPPLY #1995 - K9 ANIMAL CARE	33.70	
209404	PAYPAL *DOGSFORLAWE - K9 MEMBERSHIP	65.00	
209405	CKE*HILL COUNTRY SMOKEHOU - TEXAS K9 TRAINING	80.53	
209409	TST*SIMPLY PHO HOUSE - C - TEXAS K9 TRAINING	24.03	
209410	WHATABURGER 1345 - TEXAS K9 TRAINING	52.46	
209411	AMAZON MKTPL*0092W91B3 - BANDS FOR BADGES FOR POLI	23.09	

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
209419	PAYPAL *DOGSFORLAW	ANNA K9 MEMBERSHIP	65.00
209420	IN-N-OUT CEDAR PARK	TEXAS K9 TRAINING	5.57
209432	IAAI - TRUJILLO	MEMBERSHIP	103.00
209434	H-E-B #774	K9 TRAINING IN TX	43.39
209442	HAO HAO LEANDER	TEXAS K9 TRAINING	24.52
209455	TST* DAHLIA CAFE	TEXAS K9 TRAINING	165.73
209473	FRATELLI PIZZA	K9 TRAINING IN TX	108.71
209474	PAYPAL *DOGSFORLAW	CLEMENS K9 MEMBERSHIP	65.00
209475	133 TORCHYS RONALD	REAGAN - K9 TRAINING IN TX	18.62
209476	THE HOME DEPOT 6005	INVESTIGATIVE - FORENSIC LAB	319.00
209477	THE HOME DEPOT #6005	SRT ITEMS	46.58
209483	PAYPAL *DOGSFORLAW	DILLMAN K9 MEMBERSHIP	65.00
209484	133 TORCHYS RONALD	REAGAN - K9 TRAINING IN TX	21.20
209485	QT 4156	TEXAS K9 TRAINING	4.14
209486	TST*HAPPY WOK	TEXAS K9 TRAINING	61.94
209487	133 TORCHYS RONALD	REAGAN - TEXAS K9 TRAINING	20.03
209492	133 TORCHYS RONALD	REAGAN - TEXAS K9 TRAINING	21.20
209493	133 TORCHYS RONALD	REAGAN - TEXAS K9 TRAINING	21.26
209512	LEANDER 799 BM	TEXAS K9 TRAINING	16.04
209529	WHATABURGER 1345	K9 TRAINING IN TX	12.00
209530	SQ *CHO DANG TOFU	TEXAS K9 TRAINING	23.41
209531	CHEVRON 0384105	TEXAS K9 TRAINING	4.50
209532	TST* AGAPE BBQ	TEXAS K9 TRAINING	24.99
209539	EXXON BOOMER'S	TEXAS K9 TRAINING	36.47
209540	TST* AGAPE BBQ	TEXAS K9 TRAINING	124.90
209541	CRAZYDAISYFLORAL	JON HARDY MEMORIAL	57.65
209542	WM SUPERCENTER #1485	JON HARDY MEMORIAL	52.81
209563	EXXON BOOMER'S	TEXAS K9 TRAINING	15.13
209564	SCHLOTZSKY'S 101695	TEXAS K9 TRAINING	23.57

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
209591	KILLEENAUTOMOTIVETX - CAR REPAIRS WHILE IN TX	2,882.07	
209596	OLO*AW Restaurants - K9 TRAINING IN TX	18.89	
209597	QT 4179 INSIDE - K9 TRAINING IN TX	21.16	
209598	MCDONALD'S F15846 - K9 TRAINING IN TX	13.51	
209599	LOVE'S #0220 INSIDE - TEXAS K9 TRAINING	5.88	
209600	ALLSUP 102061 - TEXAS K9 TRAINING	8.09	
209601	MCDONALD'S F15846 - TEXAS K9 TRAINING	11.65	
209602	SUBWAY 44845 - K9 TRAINING IN TEXAS	16.29	
209611	QT 4179 INSIDE - TEXAS K9 TRAINING	12.52	
209612	MCDONALD'S F15846 - TEXAS K9 TRAINING	11.90	
209613	TEXAS ROADHOUSE #2893 - TEXAS K9 TRAINING	27.72	
209614	OFFICE DEPOT #1080 - COLORED PAPER FOR FORMS AND G	79.14	
209636	QT 4179 INSIDE - TEXAS K9 TRAINING	19.44	
209637	MCDONALD'S F15846 - TEXAS K9 TRAINING	12.55	
209638	TST* DAHLIA CAFE - TEXAS K9 TRAINING	123.13	
209652	LA QUINTA INN & SUITES - K9 TRAINING IN TX	125.84	
209653	MAVERIK #05320 LOVELAN - TEXAS K9 TRAINING	9.57	
209654	MAVERIK #00734 PUEBLO - TEXAS K9 TRAINING	6.21	
209656	LA QUINTA INN & SUITES - CREDIT REIMBURSEMENT FROM	-15.84	
209657	LA QUINTA INN & SUITES - CREDIT REIMBRUSEMENT FROM	-15.84	
209658	LA QUINTA INN & SUITES - TEXAS K9 TRAINING - TAX C	110.00	
209659	LA QUINTA INN & SUITES - TEXAS K9 TRAINING - TAX C	110.00	
209660	LA QUINTA INN & SUITES - TEXAS K9 TRAINING	125.84	
209661	LA QUINTA INN & SUITES - TEXAS K9 TRAINING	125.84	
209662	WENDY'S - 9035 - TEXAS K9 TRAINING	12.18	
209669	WENDY'S - 9035 - TEXAS K9 TRAINING	14.51	
209685	WALMART.COM - BOTTLED WATER FOR PD	63.24	
209740	ANIMAL MEDICAL CENTER OF - K9 GRU ANIMAL CARE	152.50	
209794	ANIMAL MEDICAL CENTER OF - K9 GRU MEDICAL CARE	1,080.68	

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
	VENDOR TOTAL:	14,835.32
	DIVISION TOTAL:	15,055.82
41-DISPATCH		
66666-MISC P-CARD VENDOR		
209584	AMAZON MKTPL*YF6P32463 DISPATCH STATION 4 CABLING	41.98
209765	AMAZON MKTPL*1K2CM4FW3 - OFFICE FURNITURE	79.98
209777	WM SUPERCENTER #1485 REPLACEMENT LARGE DISPLAY FOR	298.00
	VENDOR TOTAL:	419.96
	DIVISION TOTAL:	419.96
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
209346	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL VS	74.88
209408	WYNDHAM - EMERGENCY FINANCIAL VS	92.86
209433	TEXAS ROADHOUSE #2497 - TRAVEL FOR VS	35.63
209472	CMON INN CASPER - TRAVEL FOR VS	123.19
209491	WAL-MART #1485 - EMERGENCY FINANCIAL VS	110.96
209527	TACO BELL #23077 - TRAVEL FOR VS	10.91
	VENDOR TOTAL:	448.43
	DIVISION TOTAL:	448.43
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
209712	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	117.00
	VENDOR TOTAL:	117.00
	DIVISION TOTAL:	117.00
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
209054	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	137.00
209055	ANIMAL MEDICAL CENTER OF - RABIES	200.00
209062	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	145.25
209113	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	100.25

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
209114	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	48.50	
209115	ANIMAL MEDICAL CENTER OF = SPAY & NEUTER / RABIES	194.00	
209231	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	136.50	
209235	ANIMAL MEDICAL CENTER OF - RABIES	19.00	
209263	ANIMAL MEDICAL CENTER OF - RABIES & GRANT	78.00	
209314	WAL-MART #1485 - TOTE FOR SHELTER	16.97	
209352	AMAZON MKTPL*BV6X98NQ0 - DONATIONS	335.94	
209353	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	372.00	
209354	ANIMAL MEDICAL CENTER OF - RABIES	100.00	
209370	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	174.00	
209444	QGV*Humane Society of Wes - CONFERENCE TRAINING SE	75.00	
209445	QGV*Humane Society of Wes - CONFERENCE TRAINING MI	75.00	
209446	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	78.00	
209497	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	145.00	
209511	RED HILLS VETERINARY HOSP - GRANT / SPAY & NEUTER	310.67	
209561	ANIMAL MEDICAL CENTER OF - RABIES	9.50	
209568	ANIMAL MEDICAL CENTER OF - GRANT	48.50	
209616	ANIMAL MEDICAL CENTER OF - RABIES	40.00	
209617	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	204.50	
209645	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	256.25	
209753	ANIMAL MEDICAL CENTER OF - RABIES	120.00	
209760	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	274.25	
209791	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	117.00	
209792	ANIMAL MEDICAL CENTER OF - RABIES	9.50	
		VENDOR TOTAL:	3,820.58
2163-ZOETIS INC			
209302	ZOETIS INC - VACCINATIONS	407.25	
209545	ZOETIS INC - VACCINATIONS	390.25	
209784	ZOETIS INC - GRANT	219.60	

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
	VENDOR TOTAL:	1,017.10
	DIVISION TOTAL:	4,837.68
	DEPARTMENT TOTAL:	20,878.89

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209048	PARTS FOR CITY HALL PROJECTS	162.75
209246	GPA LIGHTING GRID	81.25
209290	GPA LIGHTING GRID	137.01
209345	GPA LIGHTING GRID	90.67
209382	WHEELS FOR CHAIRS AT CH	149.88
209414	MICROSOFT*STORE VISIO LICENSE FOR HVAC SERVER	325.49
209536	POOL REPAIRS	43.61
209537	ACO LIGHTING UPGRADES	35.96
209700	POOL REPAIRS	76.87
209701	POOL REPAIRS	798.78
209746	POOL REPAIRS	44.83
	VENDOR TOTAL:	2,168.10
	DIVISION TOTAL:	2,168.10
50-PUBLIC WORKS ADMIN		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209381	BUDGET BOOKS	25.23
209743	OFFICE SUPPLIES	113.32
	VENDOR TOTAL:	359.55
	DIVISION TOTAL:	359.55
51-PARKS		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209031	RETURN	-51.91
209032	RETURN	-51.92
209036	TRICLE CHARGERS/ BATTERY MAINTAINERS FOR ENZI EQUI	99.98
209056	DEEP SOCKET FOR SPLASH PAD FOOT VALVE	8.98
209057	EXCHANGE FOR CORRECT SIZE	1.00

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
66666-MISC P-CARD VENDOR			
	209061	REPLACEMENT HEAD FOR WEED TRIMMER @ DALBEY	39.99
	209084	IRRIGATION REPAIR PARTS	14.00
	209088	MATERIAL TO REPAIR POST @ LION'S POINT SHELTER	14.46
	209090	ENZI FLOWER POTS	29.97
	209093	SOIL FOR CITY WEST PLANTER	13.46
	209119	MATERIAL TO REPLACE POST @ LION'S POINT SHELTER	14.20
	209120	MATERIAL TO REPAIR SPRINKLER HEADS	15.10
	209121	LINERS FOR BABY CHANGING TABLES	69.85
	209122	MATERIAL TO REPAIR SPRINKLER HEAD @ DALBEY	5.20
	209230	MATERIAL TO REPAIR STALL DOOR IN LL RR	12.96
	209233	TOOLS	42.88
	209262	TOOL FOR UNIT #70	3.99
	209312	REPLACEMENT GLASS PANELS FOR CROW'S NEST FOR FIELD	364.17
	209313	REPLACEMENT FUSES FOR ICE MACHINE IN CONSEC. 12/&3	3.81
	209322	WENDY CAKE/ ICE CREAM	32.98
	209351	BACKFLOW REPAIR PARTS AXEL SUB	96.39
	209355	WEED EATER TO REPLACE ONE TAKEN FROM ECSC	199.00
	209356	SOIL FOR PLANTERS	59.93
	209413	CITY PARK	513.20
	209452	HARDWARE TO REPLACE BROKEN PLANKS ON BOARDWALK	32.97
	209457	GAS CAN FOR SPRAY MOTOR	56.99
	209481	PIPE FOR NEW IRRIGATION AT NEW SHELTER	25.80
	209546	BATTERY POWERED STRING TRIMMER FOR WEED EATING	169.00
	209556	MATERIAL TO REPAIR BAD BOARDS ON BOARDWALK	32.97
	209557	STRAPS TO PUT ON UNIT #70	14.99
	209558	TOOLS TO PUT ON UNIT #70	39.98
	209571	ADOPT A PLANTER PICKUP FOOD SUPPLIES	59.76
	209633	MATERIAL TO REPAIR WATER FILL HOSE @ FIRE STATION	34.98
	209647	ACCIDENTAL PURCHASE WITH CITY CARD-PAID CLERK	73.46

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
66666-MISC P-CARD VENDOR			
209687	TARPS TO COVER BACKFLOWS	39.96	
209690	REPLACEMENT OUTLET FOR 3RD ST MEN'S RR	34.98	
209707	HWY 59/ VETERAN'S DRIVE POLY PIPE REPAIR	34.32	
209708	TRUCK 163 REPLACEMENT SWING JOINTS	182.30	
209709	HWY 59/ VETERAN'S DRIVE POLY PIPE REPAIR	11.12	
209710	BUCKETS TO TRANSFER ICE FROM CONCESSION 4,5,6 TO 1	9.76	
209711	MATERIAL TO REPAIR IRRIGATION LINES @ DALBEY	169.54	
209727	IRRIGATION HEADS FOR SUNFLOWER IRRIGATION	1,135.94	
209728	SOIL FOR PLANTERS	11.99	
209731	MATERIAL TO REPAIR IRRIGATION LINES @ DALBEY	26.06	
209732	MATERIAL TO REPAIR IRRIGATION LINES @ DALBEY	9.74	
209737	PAINT FOR GRAFFITI	17.88	
209738	DALBEY- FLOWER POTS/ PLANTERS	158.87	
209751	REPAIR PARTS MUSTANG PLANTER BACKFLOW	84.20	
209752	IRRIGATION REPAIR PARTS REC CENTER SYSTEM	94.37	
209754	TAMPER PROOF SCREWS FOR SPLASH PAD FEATURE	1.96	
209761	FOLDING KNIFE TOOL	15.97	
209764	RUBBER MUCK BOOTS FOR JEREMY ONGARD	161.99	
209770	REPLACEMENT FUEL CAP FOR UNIT #730W38 VAC TRAILER	11.53	
209771	MATERIAL TO REPAIR IRRIGATION LINE @ DALBEY	17.40	
209776	DALBEY PARK IRRIGATION REPAIR PARTS	22.66	
209783	DRILL BITS/ O RINGS FOR SPLASH PAD	29.43	
209785	SPORTS COMPLEX SPRINKLER ROTORS	627.60	
209789	ECSC	70.54	
209790	MATERIAL TO REPAIR OUTLETS @ BATTING CAGES FOR LL	11.36	
209793	FAN FOR TRCO SPREADER	176.23	
		VENDOR TOTAL:	5,481.27

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
2038-POWDER RIVER POWER		
209769	HOSE FOR VAC TRAILER	377.72
	VENDOR TOTAL:	377.72
	DIVISION TOTAL:	5,858.99
53-FORESTRY		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209369	SUPPLIES FOR ARBOR DAY CELEBRATION	79.55
	VENDOR TOTAL:	300.55
	DIVISION TOTAL:	300.55
54-STREETS		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209043	ANNUAL REFRESHER	94.00
209049	ANNUAL REFRESHER	94.00
209219	PATCHING	49.98
209220	FOR MIXING EMULSION WITH WATER FOR PATCHING	49.99
209441	BRINE BUILDING	19.47
209744	SUPPLIES FOR STREETS	22.99
	VENDOR TOTAL:	551.43
	DIVISION TOTAL:	551.43
	DEPARTMENT TOTAL:	9,238.62

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
209027	APWA PWX REGISTRATION - CLARK S.	1,198.00
209028	APWA PWX REGISTRATION - ALEX B.	609.00
209029	APWA MEMBERSHIP RENEWAL	663.00
209052	MINI FRIDGE	134.98
209221	OFFICE SUPPLIES	79.20
209385	OFFICE SUPPLIES	37.90
209386	OFFICE SUPPLIES	7.87
209387	OFFICE SUPPLIES	55.56
209763	OFFICE SUPPLIES	159.68
	VENDOR TOTAL:	2,945.19
	DIVISION TOTAL:	2,945.19
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
209298	AMAZON MKTPL*BJ2BC6I50 - MOTION SENSOR	35.99
209562	WCBO - 1976- ANNUAL MEMBERSHIP DUES	51.50
209733	WCBO - 1976 - CONFERENCE CLASS & REGISTRATION	231.75
	VENDOR TOTAL:	319.24
	DIVISION TOTAL:	319.24
64-CODE COMPLIANCE		
66666-MISC P-CARD VENDOR		
209349	CODE COMPLIANCE STAMP	9.49
	VENDOR TOTAL:	9.49
	DIVISION TOTAL:	9.49
	DEPARTMENT TOTAL:	3,273.92

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
03-PUBLIC ACCESS		
66666-MISC P-CARD VENDOR		
209296	MEETING EXPENSE	21.95
209297	MEETING EXPENSE	32.44
209443	WIRELESS HEADSET SYSTEM	1,650.00
	VENDOR TOTAL:	1,704.39
	DIVISION TOTAL:	1,704.39
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
209288	POSTAGE	500.00
209655	POSTAGE MONTHLY STMT: 4.17.26-5.17.26	48.74
209698	TAX EXEMPTION REFUND-STAMPS STORE	-39.52
209699	RECEPTION COUNTER PENS	15.13
209726	BATTERIES	23.45
209780	POSTAGE	500.00
209796	STAMP SHEETS	829.92
	VENDOR TOTAL:	1,877.72
	DIVISION TOTAL:	1,877.72
32-JUDICIAL		
66666-MISC P-CARD VENDOR		
209064	TRAVEL MEAL	23.88
209065	TRAVEL MEAL	18.36
209094	TRAVEL MEAL	18.35
209130	TRAVEL - LODGING	204.00
209131	TRAVEL MEAL	19.56
	VENDOR TOTAL:	284.15
	DIVISION TOTAL:	284.15
	DEPARTMENT TOTAL:	3,866.26
	FUND TOTAL:	51,120.78

Expenditure Approval Report

Check Approval Date of 05/31/2026



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	209059	ADOPT A PLANTER SIGN STAKES	25.98
	209063	BORDER STATES INDUSTRIES - HERITAGE LIFT STATION 2	4,406.60
	209317	ADOPT A PLANTER SPRINKLER LINE FIX	3.47
	209368	ADOPT A PLANTER MULCH	5.99
	209523	ADOPT A PLANTER SUPPLIES	64.89
	209595	DIRT AND FERTILIZER FOR HANGING BASKETS ON GILLETT	379.60
	209615	TOP SOIL FOR IRRIGATION BACKFLOW/ BULK SOIL FOR PA	375.80
	209672	CITY WEST PLANTER FLOWERS	1,018.19
	209686	BULK TARPS FOR BACKFLOWS	389.95
	209691	BORDER STATES INDUSTRIES - HERITAGE LIFT STATION -	84.48
	209775	ADOPT A PLANTER FLOWERS- CHILDREN MEMORIAL	209.88
		VENDOR TOTAL:	6,964.83
		DIVISION TOTAL:	6,964.83
		DEPARTMENT TOTAL:	6,964.83
		FUND TOTAL:	6,964.83

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
66666-MISC P-CARD VENDOR		
209671	MOUSE AND RAT POISON FOR FIBER VAULT	6.74
	VENDOR TOTAL:	6.74
	DIVISION TOTAL:	6.74
	DEPARTMENT TOTAL:	6.74
	FUND TOTAL:	6.74

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
209268	WORK PANTS	254.97
209383	OFFICE SUPPLIES (PENS)	40.65
209538	SERVICE CHARGE (4.15.26 TO 5.15.26)	37.49
	VENDOR TOTAL:	333.11
	DIVISION TOTAL:	333.11
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
209017	MOUSEPAD	21.29
209105	LINE CONSTRUCTION ASSEMBLY BOOK SUPPLIES	53.68
	VENDOR TOTAL:	74.97
	DIVISION TOTAL:	74.97
76-SCADA		
66666-MISC P-CARD VENDOR		
209111	JEFF BOWMAN 20 YR ANNIV CELEBRATION	114.25
209148	TMMI LLC - TRAINING	3,208.50
209173	CONTROL STATION - APPLIED PROCESS CONTROL TRAINING	1,525.00
209174	CONTROL STATION - PID ONLINE TRAINING COURSE	1,525.00
209720	CONTROL STATION - PID CLASS	1,525.00
	VENDOR TOTAL:	7,897.75
	DIVISION TOTAL:	7,897.75
	DEPARTMENT TOTAL:	8,305.83
	FUND TOTAL:	8,305.83

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
66666-MISC P-CARD VENDOR		
209029	APWA MEMBERSHIP RENEWAL	221.00
209044	CAR CHARGERS FOR TABLETS IN TRUCKS	39.96
209674	BOLTS AND HARDWARE FOR 3 YRD CONTAINER/ LOCKS	125.33
	VENDOR TOTAL:	386.29
	DIVISION TOTAL:	386.29
	DEPARTMENT TOTAL:	386.29
	FUND TOTAL:	386.29

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	209016	MAGNETIC SOCKET HOLDER FOR SORTING TOOLS	29.98
	209020	BORDER STATES INDUSTRIES - PRDF CL2 VAULT	398.16
	209021	THE HOME DEPOT #6005 - PRDF VAULT HEAT	249.00
	209022	CRUM ELECTRIC SUPPLY CO - Z2R1 TANK MIXER	39.46
	209024	PARTS TO ADAPT 3" PUMP TO 2" HOSE FOR B.O. BY MANI	28.70
	209033	PT STOCK	126.84
	209039	GREASE GUN & GREASE FOR M-9 & M-10	63.97
	209040	BACKFLOW GAUGE CALIBRATION	145.00
	209045	TRAVEL FOR NWARN & WATER INFRASTRUCTURE CONF.	306.21
	209046	TRAVEL INS FOR NWARN & WATER INFRASTRUCTURE CONF.	22.75
	209047	BORDER STATES INDUSTRIES - PRDF VAULT BUILDING	135.53
	209066	WASTE PAINT HARDENER FOR PAINT DISPOSAL	23.76
	209067	TRAVEL FOR NWARN & WATER INFRASTRUCTURE CONF.	56.96
	209068	TRAVEL FOR NWARN & WATER INFRASTRUCTURE CONF.	82.76
	209069	TRAVEL NWARN & WATER INFRASTRUCTURE CONF.	300.20
	209070	MENARDS GILLETTE WY - PRDF VAULT LIGHT	34.98
	209071	EPOXY COATING FOR 8"X16" PRDF B.O. INSTALL	85.16
	209072	GASKET FOR 8"X16" REDUCER ON PRDF B.O.	61.38
	209073	BOLTS FOR PRDF B.O. INSTALL	257.76
	209086	TOOLS FOR BLOW OFF BOLTS	206.04
	209087	RIGGING FOR SUNNY SLOP B.O.	329.51
	209104	TOOLS FOR UNIT 188	61.91
	209127	IPAD CASE/KEYBOARD FOR METER TECH	140.21
	209129	KEYS FOR UNIT 228 TOOL BOX	19.31
	209172	PARTS FOR M-10	103.49
	209198	TOOLS FOR BLOW OFFS	146.16
	209214	TOOLS FOR NORTH TRUCK FILL	38.94
	209238	PARTS FOR MADISON WELL	7.30
	209245	PRDF BLOW OFF	77.13

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	209256	PARTS FOR 8 MILE MANIFOLD	27.28
	209257	PERMANENT MARKER PENS (ULTRA FINE) FOR FIELD WORK	32.98
	209265	THE HOME DEPOT 6005 - NORTH WATER LOADOUT - 26SC05	83.42
	209266	CRUM ELECTRIC SUPPLY CO - NORTH WATER LOADOUT - 26	109.51
	209267	LAMINATED LABELING TAPES	54.94
	209306	GROUND RECLAIM	288.93
	209310	CHISELS FOR UNIT 42	43.09
	209311	TRUCK STOCK	36.98
	209318	BORDER STATES INDUSTRIES - NORTH WATER LOADOUT - 2	137.43
	209341	NOVA POLE INTERNATIONAL I - M9 TRANSFER SWITCH HAN	364.00
	209357	SIGNS HARDWARE FOR NEW WELL BLDGS	3.30
	209390	AMAZON RETA* BF9AF0LR1 APPLE PENCIL FOR BRAD LYON	99.00
	209424	LODGING FOR WTR/WW LOCATOR FOR LOCATOR TRAINING IN	241.08
	209425	CASPER COLLEGE LOCATE TRAINING (LUNCH 5/11/26 - 2	39.53
	209426	CASPER COLLEGE LOCATE TRAINING (LUNCH BUFFET 5/12/	10.77
	209427	CASPER COLLEGE LOCATE TRAINING (LUNCH BUFFET 5/12/	10.77
	209428	CASPER COLLEGE LOCATE TRAINING (DINNER 5/11/26)	22.43
	209435	BOOK TRAVEL FOR CP-1 CLASS AHEAD OF FUEL PRICE INC	751.40
	209436	TRAVEL INS FOR CP-1 CLASS	50.72
	209449	OSHA INSPECTION CORRECTIONS	80.74
	209458	BORDER STATES INDUSTRIES - PS1 SHC UPGRADE - 20UT0	75.74
	209459	CPR/ 1ST AID TRAINING	49.00
	209460	TRAINING FOR WTR OPERATOR	205.00
	209466	CASPER COLLEGE LOCATE TRAINING (LUNCH BUFFET 5/13/	21.54
	209488	MAKE VALVE KEY	26.65
	209504	SIGN HARDWARE	58.36
	209506	CONCRETE FORMING	128.08
	209515	FIRST AID KITS FOR OSHA COMPLIANCE	516.40
	209516	MADISON BP DRAIN TUBING	55.94

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	209517	TRUCK STOCK & PARTS FOR M-13, M-14, & M-15	82.33
	209521	CASPER COLLEGE LOCATE TRAINING (DINNER 5/13/26 - 2	90.00
	209528	SQ *ACTION LOCK AND KEY - 26SC05 DUMP HILL CAMPBEL	12.60
	209533	CONCRETE TOOLS/ CONSUMABLES	96.14
	209548	CONCRETE WORK	34.97
	209549	SUPPLIES FOR SAMPLE STATIONS	64.89
	209550	THE HOME DEPOT #6005 - BACKUP GENERATOR POWER CORD	63.38
	209552	CONCRETE	86.94
	209553	TOOLS FOR UNIT 129	92.96
	209628	CONCRETE TOOLS	149.82
	209673	WY LEVEL 3 WATER TREATMENT PLANT EXAM	108.00
	209676	WORK SHIRTS	274.47
	209677	ANNUAL SAFETY TOE BOOTS	148.49
	209682	TOOLS FOR UNIT 188	258.73
	209688	TOOLS FOR UNIT 103	283.88
	209689	THE HOME DEPOT #6005 - DOOR INTRUSION	18.98
	209693	ROLL 18/2 SHEILDED CABLE	255.97
	209695	6" ISO KITS FOR 30" MADISON B.O. REPLACEMENTS	139.04
	209697	TOOLS FOR UNIT 188	40.75
	209713	AMAZON MKTPL*1P7736JG3 - CABINET INTRUSION SWITCHE	284.80
	209718	WATER TRAINING	299.99
	209724	NEW VEST TO REPLACE OLD ONE & TRUCK ORGANIZER FOR	89.87
	209725	TRUCK STOCK FOR UNIT 31	173.16
	209730	TRAINING LEVEL 3	299.99
	209741	RATCHET STRAPS (TIE SEED & TARPS DOWN IN EXTREME W	208.11
	209745	RIGGING FOR D ROAD PROJECT	415.78
	209750	FEDEX92591306 SHIPPING	59.17
	209755	SIGN HARDWARE REGIONAL & WELL SITES	5.48
	209757	CDL TEST	87.04

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
209762	AMAZON MKTPL*M01361IA3 - CABINET INTRUSION SWITCHES	863.19
209766	PARTS FOR ROZET LOADOUT	5.49
209778	SUPPLIES FOR D ROAD PROJECT	374.34
209779	WOODEN LATHS FOR LOCATES INSTEAD OF MARKING W/ WHI	39.15
209787	PARTS FOR BLOW OFF AT SUNNY SLOPE	160.78
209795	BORDER STATES INDUSTRIES - GENERATOR CABLE ENDS	353.28
209800	BORDER STATES INDUSTRIES - CABINET INTRUSION	297.96
	VENDOR TOTAL:	13,523.49
	DIVISION TOTAL:	13,523.49
77-SWIMMING POOL		
66666-MISC P-CARD VENDOR		
209522	4" BRASS HOSE NOZZLE - POOL	23.97
209570	POOL PRESSURE WASHER	293.02
209675	SCREWS FOR SCREENS AT THE POOL	12.60
209694	SCREWS FOR SCREENS AT THE POOL	12.74
209716	SUNSCREEN - POOL	156.24
209773	48" FLAT BUNGEE STRAPS - POOL	34.90
	VENDOR TOTAL:	533.47
	DIVISION TOTAL:	533.47
	DEPARTMENT TOTAL:	14,056.96
	FUND TOTAL:	14,056.96

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	209025	GENERATOR CORD	69.99
	209026	GENERATOR CONNECTION	50.30
	209030	TRANSFORMER PAINT	81.06
	209034	TOOLS FOR UNIT #200 & #241	677.10
	209035	TOOLS - UNIT #124	1,519.50
	209053	TRANSFORMER PAINT	257.37
	209075	WESTERN TIE MATERIAL	591.00
	209106	CREDIT FOR RETURNED MATERIAL	-37.00
	209112	WATER SUBSTATION BATTERIES	4.11
	209142	DINNER ON 5.3.26 (MESA HOTLINE SCHOOL)	35.28
	209144	DINNER ON 5.3.26 (MESA HOTLINE SCHOOL)	19.54
	209149	DINNER ON 5.3.26 (MESA HOTLINE SCHOOL)	34.54
	209217	LUNCH ON 5.4.26 (MESA HOTLINE SCHOOL)	11.51
	209218	DINNER ON 5.4.26 (MESA HOTLINE SCHOOL)	42.48
	209224	LUNCH ON 5.4.26 (MESA HOTLINE SCHOOL)	7.46
	209225	DINNER ON 5.4.26 (MESA HOTLINE SCHOOL)	51.42
	209227	LUNCH ON 5.4.26 (MESA HOTLINE SCHOOL)	11.51
	209228	DINNER ON 5.4.26 (MESA HOTLINE SCHOOL)	61.42
	209244	DINNER ON 5.5.26 (MESA HOTLINE SCHOOL)	27.25
	209254	DINNER ON 5.5.26 (MESA HOTLINE SCHOOL)	55.41
	209260	LUNCH ON 5.5.26 (MESA HOTLINE SCHOOL)	13.63
	209261	DINNER ON 5.5.26 (MESA HOTLINE SCHOOL)	38.14
	209278	DINNER ON 5.6.26 (MESA HOTLINE SCHOOL)	37.40
	209299	ELECTROLYTE PACKETS	95.00
	209301	DINNER ON 5.6.26 (MESA HOTLINE SCHOOL)	28.17
	209303	DIST MAINTENANCE	123.98
	209307	DINNER ON 5.6.26 (MESA HOTLINE SCHOOL)	42.75
	209335	HOTEL (MESA HOTLINE SCHOOL)	595.00
	209336	DINNER ON 5.7.26 (MESA HOTLINE SCHOOL)	35.97

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	209344	WESTERN TIE MATERIAL	707.60
	209350	HOTEL (MESA HOTLINE SCHOOL)	545.76
	209363	HOTEL (MESA HOTLINE SCHOOL)	595.00
	209364	DINNER ON 5.7.26 (MESA HOTLINE SCHOOL)	40.77
	209365	LUNCH ON 5.7.26 (MESA HOTLINE SCHOOL)	13.35
	209392	DINNER ON 5.10.26 (MESA HOTLINE SCHOOL)	41.29
	209406	BREAKFAST ON 5.11.26 (MESA HOTLINE SCHOOL)	7.14
	209407	DINNER ON 5.10.26 (MESA HOTLINE SCHOOL)	17.60
	209415	BREAKFAST ON 5.11.26 (MESA HOTLINE SCHOOL)	14.01
	209416	DINNER ON 5.11.26 (MESA HOTLINE SCHOOL)	19.56
	209417	BREAKFAST ON 5.11.2026 (MESA HOTLINE SCHOOL)	51.65
	209418	DINNER ON 5.10.2026 (MESA HOTLINE SCHOOL)	16.96
	209422	TOOLS FOR UNIT 179	143.00
	209437	DINNER ON 5.12.26 (MESA HOTLINE SCHOOL)	58.05
	209438	DINNER ON 5.11.26 (MESA HOTLINE SCHOOL)	19.17
	209439	LUNCH ON 5.11.26 (MESA HOTLINE SCHOOL)	15.53
	209440	BREAKFAST ON 5.12.26 (MESA HOTLINE SCHOOL)	8.14
	209450	DINNER ON 5.12.26 (MESA HOTLINE SCHOOL)	41.54
	209451	LUNCH ON 5.11.26 (MESA HOTLINE SCHOOL)	17.11
	209453	DINNER ON 5.11.26 (MESA HOTLINE SCHOOL)	12.99
	209454	BREAKFAST ON 5.12.26 (MESA HOTLINE SCHOOL)	7.82
	209489	BREAKFAST ON 5.13.26 (MESA HOTLINE SCHOOL)	7.70
	209490	3RD GRADE ELECTRICAL SAFETY DRAWING PRIZES	38.78
	209496	RETURN - MOISTURE EATER WIPES FOR TESTING HOT STIC	-306.00
	209507	LUNCH ON 5.12.26 (MESA HOTLINE SCHOOL)	14.22
	209508	BREAKFAST ON 5.13.26 (MESA HOTLINE SCHOOL)	8.35
	209509	DINNER ON 5.12.26 (MESA HOTLINE SCHOOL)	20.87
	209510	BREAKFAST ON 5.13.26 (MESA HOTLINE SCHOOL)	10.07
	209534	LUNCH ON 5.14.26 (MESA HOTLINE SCHOOL)	19.29

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
209535		DINNER ON 5.13.26 (MESA HOTLINE SCHOOL)	35.07
209554		DINNER ON 5.13.26 (MESA HOTLINE SCHOOL)	35.90
209555		BREAKFAST ON 5.14.26 (MESA HOTLINE SCHOOL)	9.51
209559		DINNER ON 5.13.26 (MESA HOTLINE SCHOOL)	53.19
209560		BREAKFAST ON 5.14.26 (MESA HOTLINE SCHOOL)	7.70
209604		HOTEL (MESA HOTLINE SCHOOL)	682.20
209629		HOTEL FOR JOE O'CONNELL (MESA HOTLINE SCHOOL)	682.20
209630		HOTEL (MESA HOTLINE SCHOOL)	682.20
209631		DINNER ON 5.14.26 (MESA HOTLINE SCHOOL)	40.91
209632		LUNCH ON 5.14.26 (MESA HOTLINE SCHOOL)	20.41
209634		BREAKFAST ON 5.15.26 (MESA HOTLINE SCHOOL)	15.29
209635		DINNER ON 5.14.26 (MESA HOTLINE SCHOOL)	46.13
209683		3RD GRADE ELECTRICAL SAFETY DRAWING PRIZES	11.12
209702		BACKFLOW PREVENTER - AXEL SUB IRRIGATION	999.20
209714		HITCH FOR UNIT 200	353.90
209772		PADLOCKING HANDLE	467.50
209782		3RD YEAR APPRENTICE BOOKS - CODY SMITH	789.00
209798		3RD GRADE ELECTRICAL SAFETY DRAWING PRIZES	60.86
VENDOR TOTAL:			11,780.90
DIVISION TOTAL:			11,780.90
DEPARTMENT TOTAL:			11,780.90
FUND TOTAL:			11,780.90

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
4909-COULTER WEST			
	209680	COG STICKER FOR SIGN	205.00
		VENDOR TOTAL:	205.00
66666-MISC P-CARD VENDOR			
	209018	3X ALL TREAD FOR SIGNS	32.85
	209019	FAUCET SUPPLIES & VEHICLE SUPPLIES	24.64
	209023	NEW WORK GLOVES	13.47
	209099	FLAT STOCK FOR LS SIGNS	25.92
	209123	RAIN GEAR	323.40
	209132	LAB TESTING SETS	769.54
	209156	REPLACEMENT LED LAMP FOR MAINTENANCE SHOP	164.01
	209164	SIKA-FLEX SEALANT FOR SURFACE REPAIRS	402.24
	209165	FLAT STEEL CIRCLE FOR SIGN	171.00
	209215	AIR BLOWER FOR GRINDER	25.01
	209239	EPOXY FOR TAPPCONNS	31.92
	209240	1/2 IMPACT KIT FOR GRINDER	349.00
	209241	HOPE RISERS	472.20
	209249	GRINDER TORQUE MULTIPLIER	179.99
	209250	DRILL PRESS FOR SHOP	1,999.00
	209251	TORQUE WRENCH FOR GRINDER & IPAD CHARGER	125.95
	209252	GRINDER TOOLS	44.97
	209253	GRINDER TOOLS	50.00
	209281	SHIPPING - RETURNED TOOL FOR YARD WASTE	22.96
	209282	LADDER	169.00
	209300	GRINDER TOOLS	88.97
	209343	EXIT SIGNS, STAR BIT SET, 3/8" SOCKET DRIVER, & 3/	53.95
	209388	SIGNS FOR PLANT	34.17
	209402	BORDER STATES INDUSTRIES - SOFT START POWER SUPPL	2,488.47
	209421	VW CLASS FOR CERT. HOURS	30.00
	209423	TAMPER PROOF TORX SOCKETS AND WRENCH FOR EXIT SIGN	143.72

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	209456	WW CLASS FOR CERT. HOURS	30.00
	209461	EMERGENCY EXIT LIGHT	48.51
	209462	17 IN 1 SCREWDRIVER FOR EXIT SIGNS	20.97
	209463	BATTERIES FOR EXIT SIGNS	93.08
	209464	BATTERY FOR EMERGENCY LIGHT	16.08
	209465	BATTERIES FOR EXIT SIGNS	109.20
	209471	CLEANING EQUIPMENT FOR CUSTODIAN	27.94
	209478	SUPPLIES FOR COG SIGN	41.88
	209479	SUPPLIES FOR COG SIGN	57.38
	209480	SUPPLIES FOR COG SIGN	79.32
	209482	FAUCET PARTS FOR WOMENS BATHROOM	10.77
	209494	AIR FRYER FOR PLANT	69.00
	209495	SAFETY MEETING SUPPLIES	84.95
	209518	LOAD CENTER LEGENDS	32.94
	209519	GFCI RECEPTACLE	23.84
	209520	PARTS FOR OSHA REPAIRS	61.20
	209526	PIPE PARTS FOR GC1101	167.32
	209544	MICROWAVES FOR PLANT	218.00
	209565	CRUM ELECTRIC SUPPLY CO - PRONGHORN LIFT STATION -	53.59
	209566	CRUM ELECTRIC SUPPLY CO - PRONGHORN LIFT STATION -	535.11
	209569	EXIT SIGN LAMP AND EXTRACTION TOOL	36.78
	209572	CLEANING SUPPLIES FOR CUSTODIAN/ GRINDING DISKS FO	58.89
	209592	CLEANING SUPPLIES FOR CUSTODIAN	37.92
	209593	STARTER FLUID FOR GRINDER AIR COMPRESSOR	49.95
	209594	TOOLS TO REBUILD COLLECTION HOSE	31.94
	209603	FERRIC LINE PARTS	22.74
	209610	FEDEX92341436 SHIPPING SCHEDULE PICKUP	9.00
	209639	WW CLASS FOR CERT. HOURS	30.00
	209646	1 SHAFT SLEEVE & COUPLER KIT FOR JACKET PUMP IN EN	510.43

Expenditure Approval Report
Check Approval Date of 05/31/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	209678	BORDER STATES INDUSTRIES - 26SC08 BLOWER RAS SOFTS	1,659.00
	209679	MOUNTING SUPPLIES FOR COG SIGN	19.32
	209681	LIGHT STRIP FOR COG SIGN	16.98
	209692	TV MOUNT FOR TV IN BREAKROOM @ WWTP BLDG 100	1,199.00
	209696	MOUNTING SPACERS FOR COG SIGN	5.07
	209715	30A PLUG FOR WELDER	41.79
	209719	REPLACEMENT CLEANING SUPPLIES	291.76
	209721	MOUNTING SUPPLIES FOR COG SIGN	50.17
	209722	FENDER WASHERS FOR STEEL PLATE	5.64
	209723	CUSTODIAN SUPPLIES	71.28
	209734	WW CLASS FOR CERT. HOURS	40.00
	209735	20x20 ENCLOSURE AND BACK PLATE CREDIT	-582.86
	209736	FLOURESCENT LAMP FOR WOMENS BATHROOM	13.98
	209742	REPAIR MARKERS FOR WOOD BOARD IN OFFICE	9.98
	209750	FEDEX92591306 SHIPPING	16.82
	209767	FISH TANK LID FOR WWTP	72.99
		VENDOR TOTAL:	13,736.00
1697-NORTHWEST SCIENTIFIC INC			
	209210	LAB SOAP	217.95
	209211	LAB SUPPLIES	629.67
	209321	LAB SUPPLIES	169.92
	209429	LAB CHEMICALS	235.72
	209774	LAB SUPPLIES	388.17
		VENDOR TOTAL:	1,641.43
2038-POWDER RIVER POWER			
	209085	HEADWORKS FERRIC LOAD IN COUPLER	154.67
	209786	3" TO 2-1/2" CAM LOC REDUCER (STREETS WATER TRUCK,	117.08
		VENDOR TOTAL:	271.75
DIVISION TOTAL:			15,854.18

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
	DEPARTMENT TOTAL:	15,854.18
	FUND TOTAL:	15,854.18

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
209684		CW EMERGENCY EXIT SIGNS AND LIGHTING	382.69
209797		REPAIR EMERGENCY EXIT LIGHTS CW	112.74
VENDOR TOTAL:			495.43
DIVISION TOTAL:			495.43
DEPARTMENT TOTAL:			495.43
FUND TOTAL:			495.43

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
209050		LABEL MAKER TAPE FOR THE SHOP	49.96
209058		COMMON CENTS #202 - FUEL PD 59	64.60
209097		MAVERIK #734 - FUEL PD 31	38.29
209098		MAVERIK #734 - FUEL PD 47	36.67
209116		MAVERIK #734 - FUEL PD 59	35.05
209118		MAVERIK #734 - FUEL PD 4	35.47
209128		MAVERIK #734 - FUEL PD 43	42.72
209133		POWER TO GRAND JUNCTION	77.88
209134		BUC-EE'S #0060 - FUEL PD 31	45.06
209135		SHELL OIL 57446511305 - FUEL PD 31	30.35
209136		PHILLIPS 66 - TOOTNTOTUM - FUEL PD 31	27.81
209137		BUC-EE'S #0060 - FUEL PD 47	43.61
209138		SHELL OIL 57446511305 - FUEL PD 47	30.13
209139		PHILLIPS 66 - TOOTNTOTUM - FUEL PD 47	29.79
209145		BUC-EE'S #0060 - FUEL PD 59	44.81
209146		SHELL OIL 57446511305 - FUEL PD 59	25.71
209147		PHILLIPS 66 - TOOTNTOTUM - FUEL PD 59	28.00
209150		BUC-EE'S #0060 -FUEL PD 4	40.41
209151		SHELL OIL 57446511305 - FUEL PD 4	28.28
209152		PHILLIPS 66 - TOOTNTOTUM - FUEL PD 4	27.32
209153		BUC-EE'S #0060 - FUEL PD 43	45.38
209154		SHELL OIL 57446511305 - FUEL PD 43	32.42
209155		PHILLIPS 66 - TOOTNTOTUM - FUEL PD 43	31.94
209157		MAYOR & COUNCIL LARAMIE TRIP	76.63
209158		CASEYS #4866 - FUEL PD 31	36.55
209159		SANTA ANNA SHORT STOP - FUEL PD 31	42.25
209160		TOOT' N TOTUM #130 - FUEL PD 31	45.58
209161		CASEYS #4866 - PD 47	36.69
209162		SANTA ANNA SHORT STOP - FUEL PD 47	38.17

Expenditure Approval Report
Check Approval Date of 05/31/2026



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
209163		TOOT' N TOTUM #130 - FUEL PD 47	46.60
209195		CASEYS #4866 - FUEL PD 59	35.80
209196		SANTA ANNA SHORT STOP - FUEL PD 59	37.76
209197		TOOT' N TOTUM #130 - FUEL PD 59	44.80
209199		CASEYS #4866 - FUEL PD 4	36.01
209200		SANTA ANNA SHORT STOP - FUEL PD 4	38.90
209201		TOOT' N TOTUM #130 - FUEL PD 4	43.27
209207		CASEYS #4866 - FUEL PD 43	50.00
209208		SANTA ANNA SHORT STOP - FUEL PD 43	49.03
209209		TOOT' N TOTUM #130 - FUEL PD 43	41.38
209212		SHELL OIL 57545842403 - FUEL PD 47	46.78
209226		SHELL OIL 57545842403 - FUEL PD 59	54.00
209229		SHELL OIL 57545842403 - FUEL PD 4	45.74
209234		SHELL OIL 57545842403 - FUEL PD 43	43.71
209236		MAYOR & COUNCIL LARAMIE TRIP	59.13
209255		ASE TEST FOR A8 ENGINE PERFORMANCE	96.00
209270		POWER TO GRAND JUNCTION	59.80
209271		260128 TRIP TO SIOUX FALLS FOR UPFIT	59.28
209272		QT 4156 - FUEL PD 31	36.33
209273		QT 4156 - FUEL PD 47	39.00
209304		CIRCLE K # 41588 - FUEL PD 59	39.34
209305		QT 4156 - FUEL PD 59	58.05
209308		CEFCO #0073 LIBERTY HILL - FUEL PD 4	47.30
209309		CIRCLE K # 41588 - FUEL PD 4	39.44
209319		EXXON FOOD BOX 21 - FUEL PD 43	39.63
209320		QT 4156 - FUEL PD 43	42.48
209323		POWER TO GRAND JUNCTION	33.45
209324		RETURN TRIP FROM SIOUX FALLS FOR UPFIT 260200	68.57
209325		RETURN TRIP FROM SIOUX FALLS FOR UPFIT	33.56

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
209326	260128 TRIP TO SIOUX FALLS FOR UPFIT	49.26
209327	260200 RETURN TRIP FROM SIOUX FALLS FROM UPFIT	73.35
209328	EXXON BOOMER'S - FUEL PD 31	54.18
209329	QT 4156 - FUEL PD 47	38.47
209371	POWER TO GRAND JUNCTION	53.53
209372	POWER TO GRAND JUNCTION	40.08
209373	RETURN TRIP FROM SIOUX FALLS FOR UPFIT 260200	88.81
209374	CIRCLE K # 41588 - FUEL PD 47	44.58
209375	BUC-EE'S #0028 - FUEL PD 47	52.18
209389	QT 4156 - FUEL PD 59	29.04
209391	29 EXPRESS - FUEL PD 4	38.36
209394	CIRCLE K # 41588 - FUEL PD 43	50.03
209395	EXXON BOOMER'S - FUEL PD 31	46.54
209412	CHEVRON 0384105 - FUEL PD 59	44.04
209447	CHEVRON 0384105 - FUEL PD 59	28.00
209448	QT 4156 - FUEL PD 4	59.41
209467	CHEVRON 0384105 - FUEL PD 31	39.74
209468	CHEVRON 0384105 - FUEL PD 47	42.32
209498	CHEVRON 0384105 - FUEL PD 59	29.88
209505	CHEVRON 0384105 - FUEL PD 4	53.17
209513	QT 4156 - FUEL PD 47	38.77
209514	QT 4156 - FUEL PD 43	34.35
209524	WATER TRIP TO CASPER FOR LOCATOR	49.15
209551	EXXON BOOMER'S - FUEL PD 4	45.05
209567	CHEVRON 0384105 - FUEL PD 43	95.64
209573	POWER TO GRAND JUNCTION	84.16
209574	ALLSUP 102061 - FUEL PD 31	33.09
209575	ALLSUP'S 102457 - FUEL PD 31	33.06
209576	GOOD 2 GO #712 - FUEL PD 31	35.93

Expenditure Approval Report
Check Approval Date of 05/31/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
	209577	PHILLIPS 66 - HITCHIN POS - FUEL PD 31	53.37
	209578	THE CROSSING TRAVEL MARK - FUEL PD 47	40.58
	209579	QT 4179 OUTSIDE - FUEL PD 47	25.09
	209580	QT 4156 - FUEL PD 47	39.46
	209581	MAVERIK #771 - FUEL PD 47	42.22
	209582	ALLSUP 102061 - FUEL PD 47	27.98
	209583	PHILLIPS 66 - HITCHIN POS - FUEL PD 47	50.97
	209618	QT 4179 OUTSIDE - FUEL PD 59	23.03
	209619	QT 4156 - FUEL PD 59	50.50
	209620	ALLSUP 102061 - FUEL PD 59	36.08
	209621	ALLSUP'S 102457 - FUEL PD 59	29.00
	209622	GOOD 2 GO #712 - FUEL PD 59	35.02
	209623	PHILLIPS 66 - HITCHIN POS = FUEL PD 59	51.00
	209624	THE CROSSING TRAVEL MARK - FUEL PD 4	41.47
	209625	QT 4179 OUTSIDE - FUEL PD 4	19.68
	209626	ALLSUP 102061 - FUEL PD 4	27.04
	209627	PHILLIPS 66 - HITCHIN POS - FUEL PD 4	50.53
	209640	QT 4179 OUTSIDE - FUEL PD 43	27.81
	209641	ALLSUP 102061 - FUEL PD 43	35.55
	209642	ALLSUP'S 102457 - FUEL PD 43	37.80
	209643	GOOD 2 GO #712 - FUEL PD 43	34.91
	209644	PHILLIPS 66 - HITCHIN POS - FUEL PD 43	57.33
	209648	MAVERIK #00734 PUEBLO - FUEL PD 31	63.15
	209649	SHELL OIL 57446511305 - FUEL PD 31	52.35
	209650	MAVERIK #05320 LOVELAN - FUEL PD 47	42.25
	209651	MAVERIK #00734 PUEBLO - FUEL PD 47	60.26
	209664	MAVERIK #00734 PUEBLO - FUEL PD 59	62.05
	209665	FAST STOP 1131 - FUEL PD 59	32.64
	209666	SHELL OIL 57446511305 - FUEL PD 4	43.36

Expenditure Approval Report

Check Approval Date of 05/31/2026



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
209667	MAVERIK #00734 PUEBLO - FUEL PD 4	57.83
209668	MAVERIK #05320 LOVELAN - FUEL PD 4	40.08
209670	MAVERIK #00734 PUEBLO - FUEL PD 43	71.45
209729	MAVERIK #771 - ANIMAL TRANSPORT - ACO 55	19.29
209748	NEW PUMP ASSEMBLY FOR A4 WATER TANK	539.99
209749	PUMP REPAIR PARTS	99.99
	VENDOR TOTAL:	5,957.95
	DIVISION TOTAL:	5,957.95
37-VEHICLE REPLACEMENT		
66666-MISC P-CARD VENDOR		
209704	LABELS FOR INVENTORY	12.49
209705	FILTER KIT TOTE FROM MENARDS	8.85
209781	VEHICLE MAINT. RIGGING INSPECTION	274.00
209799	UPS FREIGHT FOR DEQ ANNUAL INSPECTION BINDER	24.57
	VENDOR TOTAL:	319.91
	DIVISION TOTAL:	319.91
	DEPARTMENT TOTAL:	6,277.86
	FUND TOTAL:	6,277.86
	GRAND TOTAL:	115,249.80



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Mayor Lundvall - \$92,781.39
S & S Builders - \$88,142.33 - Pump Station #1 Upgrades
First National Bank - \$4,639.06 - Pump Station #1 Upgrades Retainage

SUGGESTED ACTION:

I move for the approval of the conflict claims for Mayor Lundvall.

CASE BACKGROUND:

Mayor Lundvall - \$92,781.39
S & S Builders - \$88,142.33 - Pump Station #1 Upgrades
First National Bank - \$4,639.06 - Pump Station #1 Upgrades Retainage

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 07/21/2026



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1864-FIRST NATIONAL BANK OF GILLETTE		
210260	PUMP STATION #1 UPGRADES (RETA	4,639.06
	VENDOR TOTAL:	4,639.06
1493-S & S BUILDERS		
210259	PUMP STATION #1 UPGRADES	88,142.33
	VENDOR TOTAL:	88,142.33
	DIVISION TOTAL:	92,781.39
	DEPARTMENT TOTAL:	92,781.39
	FUND TOTAL:	92,781.39
	GRAND TOTAL:	92,781.39



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Bee City USA Proclamation

CASE BACKGROUND:

The City of Gillette, as an affiliate of Bee City USA®, recognizes the vital role bees and pollinators play in our ecosystems, local agriculture, and quality of life.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

[Bee City Proclamation 2026](#)

City of Gillette Proclamation

The City of Gillette, as an affiliate of Bee City USA®, recognizes the vital role bees and pollinators play in our ecosystems, local agriculture, and quality of life.

I, Shay Lundvall, Mayor of the City of Gillette, hereby proclaim July 21, 2026, as Pollinator Day during National Pollinator Week. I urge all citizens to join us in protecting these essential species and their habitats.

Signed this 21st day of July, 2026.

Shay Lundvall, Mayor

(Attested by) Alicia Allen, City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Unified Development Code Kickoff Introduction

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Energy Capital Sports Complex Softball Field Shelters Project, Installed by S&S Builders, LLC, in the Amount of \$449,709.68.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Energy Capital Sports Complex Softball Field Shelters Project, Installed by S&S Builders, LLC, in the Amount of \$449,709.68.

PROJECT NUMBER:

25EN31

CASE BACKGROUND:

The Energy Capital Sports Complex has four (4) softball fields that do not have weather or shade protection for spectators. This project installed shelters over the existing bleachers and spectator areas to maintain a safe and enjoyable facility. As with other amenities at this property, the shelters will be accessible, meeting ADA requirements. With youth tournaments and larger events planned in the future, the need for additional shade structures, as well as “dry areas” for inclement weather, is critical to making these events safe and enjoyable for participants and their families.

FUNDING: This project was funded with 50-50 match grant with 50% from the general fund, and 50% from a Land and Water Conservation Fund Grant through Wyoming State Parks and Cultural Resources.

ACTUAL COST VS BUDGET:

Actual = \$449,709.68; Budget = \$450,000.00

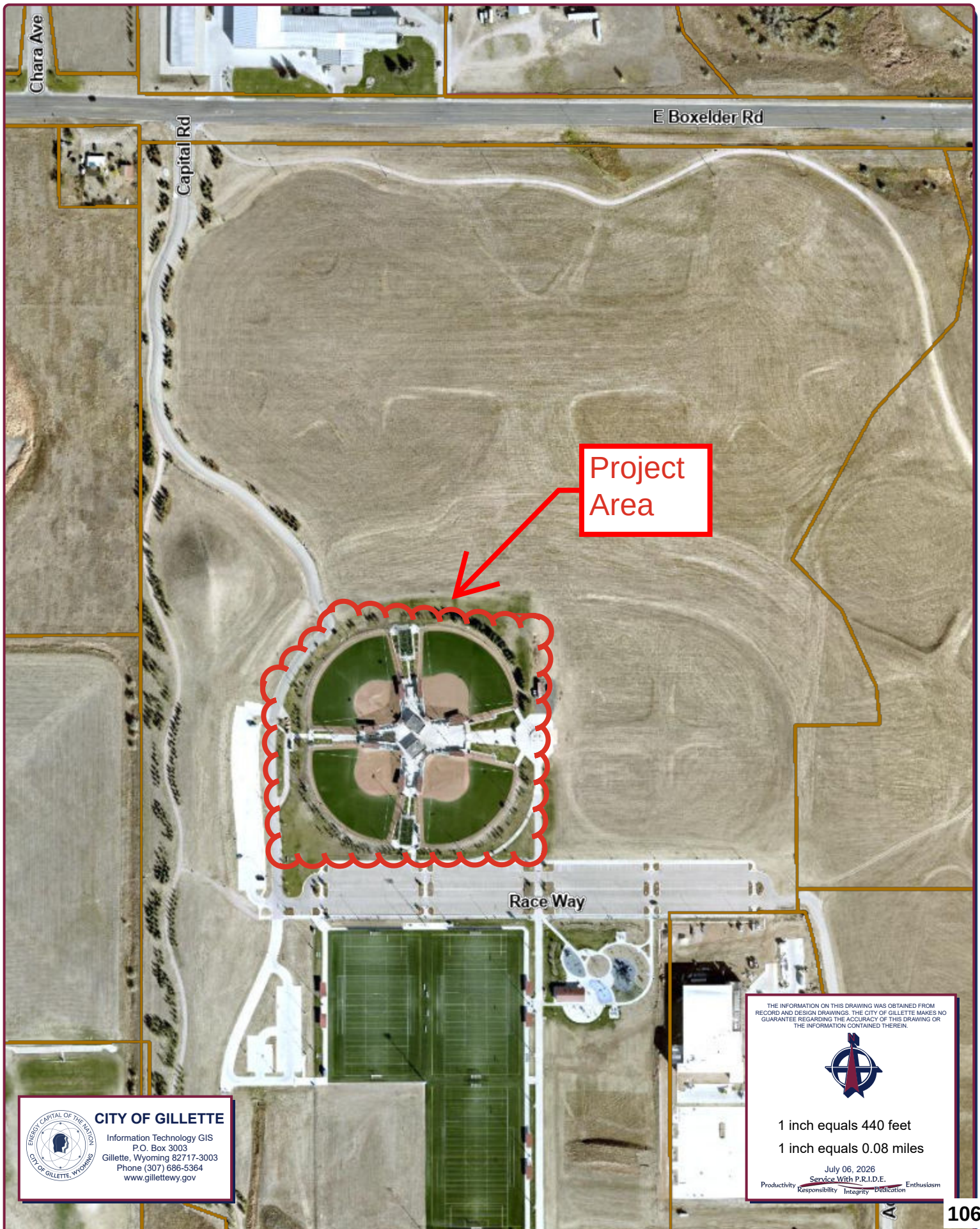
STAFF REFERENCE:

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

ATTACHMENTS:

Project Map
Affidavit
Warranty
Certificate of Substantial Completion
Certificate of Final Completion

ECSC Softball Field Shelters - Project Map



Project
Area



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 440 feet

1 inch equals 0.08 miles

July 06, 2026
Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication Enthusiasm

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: July 7th, 2026

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and S&S Builders, LLC, the Contractor, dated June 29, 2026.

For the Energy Capital Sports Complex Softball Field Bleacher Shelters Project.

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

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

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

S&S Builders, LLC

Contractor

PO Box 1867

Address

Gillette

City

Wyoming

State

82717

Zip Code

Date

[Signature]
Signed by

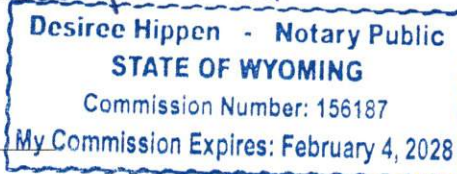
Branch Manager

Title

Subscribed and sworn to before me this 7th day of July, 2026

[Signature]
Notary Public

My Commission Expires: 2/4/28



WARRANTY

(Contractor)

S&S Builders, LLC, hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Energy Capital Sport Complex Softball Field Bleacher Shelters 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 the Energy Capital Sport Complex Softball Field Bleacher Shelters.

DATED this 7th day of July, 2026

S&S Builders, LLC

CONTRACTOR (COMPANY NAME)

[Signature] Barney Manner
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }
 } SS

The foregoing instrument was acknowledged before me by Jason Tystad,
this 7th day of July, 2026

Witness my hand and official seal

Desiree Hippen - Notary Public
STATE OF WYOMING
Commission Number: 156187
My Commission Expires: February 4, 2028
My commission Expires: 2/4/28

[Signature]
Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: ECSC Softball Field Bleacher Shelters

Project No.: 25EN31

Owner: City of Gillette

Date of Contract: September 20, 2026

Contractor: S&S Builders, LLC

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

June 15, 2026

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

 X 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 7th day of July, 2026

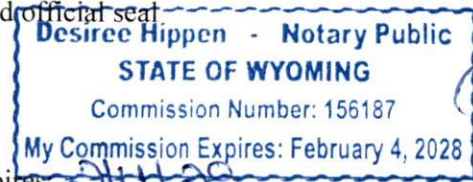
S&S Builders, LLC
CONTRACTOR (COMPANY NAME)

[Signature] Brandon Mansueti
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Jason Tystad,
this 7th day of July, 2026

Witness my hand and official seal.



[Signature]
Notary Public

My commission Expires: 2/4/28

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project Name: ECSC Softball Field Bleacher Shelters

Project No.: 25EN31

Date of Contract: September 20, 2025

Owner: City of Gillette

Contractor: S&S Builders, LLC

Engineer: N/A

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

June 29, 2026
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 7 th day of July , 20 26

S&S Builders, LLC
CONTRACTOR (COMPANY NAME)

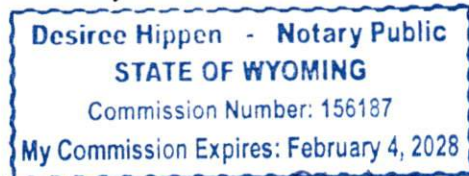
 Brandon Munger
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Jason Tystad,
this 7th day of July, 2020

Witness my hand and official seal



My commission Expires: 2/4/28

Desiree Hippen
Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Council Consideration of a Bid Award for the Westover Road Slope Mitigation Project to S&S Builders, LLC, in the Amount of \$186,808.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Bid Award for the Westover Road Slope Mitigation Project to S&S Builders, LLC, in the Amount of \$186,808.00 (1% Project).

PROJECT NUMBER:

24EN22

CASE BACKGROUND:

This project will consist of completing improvements to the south side of Westover Road just east of Oregon Avenue. Improvements are needed in this area due to the erosion that occurs on a regular basis which washes dirt and debris onto the eastbound lanes of traffic on Westover Road. The improvements will consist of excavating and removing of material at the toe of the slope and installing jersey barriers and erosion control devices such as blankets, wattles and silt fence as needed to mitigate erosion.

On June 30th at 10:00AM, the City received six electronic bids for the project. The bids were all deemed to be regular and responsive.

The bidders were as follows:

- S&S Builders = \$186,606.00
- DRM, Inc. = \$205,738.16
- Powder River Construction, Inc. = \$249,307.36
- WYO Services = \$282,662.11
- Falcon Construction, LLC = \$283,520.00
- Hot Iron = \$312,530.02

The Engineers Estimate = \$238,699.00

ACTUAL COST VS BUDGET:

Actual = \$186,808.00; Budget = \$250,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

Westover Road Slope Mitigation



Project Area

Westover Rd

Overdale Dr



CITY OF GILLETTE

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



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1 inch equals 728 feet

1 inch equals 0.14 miles

July 06, 2026

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of a Professional Services Agreement Associated with the Water Well Rehab Specification Study with Morrison Maierle, Inc., in the Amount of \$55,800.00.

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement Associated with the Water Well Rehab Specification Study with Morrison Maierle, Inc., in the Amount of \$55,800.00.

PROJECT NUMBER:

27UT01

CASE BACKGROUND:

Since the initiation of the Gillette Regional Water Supply Project, the Madison Well Field has grown significantly. Through the buildout of the Madison Well Field and the Madison Transmission Line the need for a unified standard for Well Servicing and Rehabilitation projects has become evident.

This agreement provides for the development of a 4-Part Standard Specification providing unified guidance and minimum standards for Well Servicing and Rehabilitation project. The Standard Specifications will detail the work involved, set minimum standards for well equipment such as pumps, well heads, casing and control devices. Further, the Standard Specification will specify minimum standards for the execution of such work, providing standards for quality assurance and quality control. Ultimately, development of these standards will enable the Water Division and the Utilities Department to standardize equipment, methods and expectations for the ongoing maintenance and operation of the Madison Well Field.

Additionally, the services scoped in the agreement will provide general recommendations as to the ongoing maintenance of the Madison Well Field and associated facilities, including the Pine Ridge Disinfection Facility and Madison Pump Station. Such recommendations may include moderate structural improvements to these facilities to reduce ongoing weathering and wear and tear.

Funds for this project have been fully allocated in the Water Fund for Well, Production and Collection

Improvements.

ACTUAL COST VS BUDGET:

Actual: \$55,800.00; Budget: \$65,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Agreement](#)

[Project Area Map](#)



**Agreement Between Owner and Engineer
for
Water Well Rehab Specifications
Study
27UT01**

Owner

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

Engineer

*Morrison-Maierle, Inc.
2200 Foothills Blvd.
Suite A
Gillette, WY 82716*

Fee Summary (*Add or Remove Rows as Needed*)

Total Contract:	\$ 55,800.00



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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention.....	11
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	16
8.01 Exhibits Included:	16
8.02 Total Agreement.....	17
8.03 Designated Representatives	17
8.04 Engineer's Certifications.....	17

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

THIS IS AN AGREEMENT effective as of [July 7, 2026] ("Effective Date") between
[City of Gillette] ("Owner") and
[Morrison-Maierle, Inc.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[27UT01-Water Well Rehabilitation Specifications]
("Project").

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

Engineer's services under this Agreement are generally identified as follows: [Study Services]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 Controlling Law¹

- 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.

¹ See Special Provision #1

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

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Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

~~6.11 Indemnification and Mutual Waiver~~

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

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, 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:
 - 1. The acts, errors, omissions, conduct, or 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

² See Special Provision #2

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 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.

³ See Special Provision #3

⁴ See Special Provision #4

- 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 applicable 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.

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:

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1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship

as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

A. Exhibit A, Engineer’s Services.

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- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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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: _____

Attest: _____

Address for Owner's receipt of notices:

[201 E. 5th Street
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):

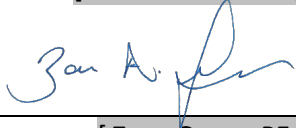
[Tobias Fiske, CAPM]

Title: [Project Manager]

Phone Number: [307-686-5265]

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

Engineer: [Morrison-Maierle, Inc.]

By:  _____

Print name: [Zane Green, PE]

Title: [Vice President]

Date Signed: [6/19/2026]

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

[12927]

State of: [Wyoming]

Address for Engineer's receipt of notices:

[2200 Foothills Blvd., Suite A
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):

[Zane Green, PE]

Title: [Vice President]

Phone Number: [307-687-1812]

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

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

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: [
 - 1) Provide a Four-Part Standard Specification to Rehabilitate Wells to use for Bidding
 - 2) Review and Provide Recommendations for Pests and Rodents on the 14 Buildings located at the Madison Well Field
 - 3) Review and provide Recommendations for the Corrosion Protection System of M-3]
 - 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 [1] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

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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 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.

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13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 - 1) Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a) [Provide a Four-Part Standard Specification to Rehabilitate Wells to use for Bidding
 - b) Review and Provide Recommendations for Pests and Rodents on the 14 Buildings located at the Madison Well Field
 - c) Review and provide Recommendations for the Corrosion Protection System of M-3]
 14. Furnish [1] review copies of the Report and any other Study and Report Phase deliverables to Owner within [90] days of the Effective Date and review it with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [1] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [30] 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~~

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~~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.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
- ~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~
- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:~~

~~1~~
- ~~10. Furnish [1 electronic] 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~~

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~~review them with Owner. Within [60] 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 [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [21] days after receipt of Owner's comments.~~

- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~A1.03 — Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner directed modifications or 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.~~

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- ~~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:~~
 - ~~a. This includes:~~
 - ~~1)]~~
- ~~10. Furnish for review by Owner, its legal counsel, and other advisors, [1 electronic] 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 [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] 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 [1 electronic] final copies of such documents to Owner within [14] 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.~~

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- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

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

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a. —



- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.05 Construction Phase~~

- ~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
- ~~3. Reserved.~~
- ~~4. Pre-Construction Conference: Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.~~
- ~~5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~

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- ~~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 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~~~~

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~~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 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.~~

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- ~~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.~~
 - ~~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.~~

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~~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 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~~

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~~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] **[List any such tasks or deliverables here.]**~~

~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

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

A1.06 — *Post-Construction Phase*

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

Exhibit A – Engineer's Services

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- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
 - ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
 - ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables:
[NONE] [List any such tasks or deliverables here.]~~
- ~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Exhibit A – Engineer's Services

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4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management,

Exhibit A – Engineer's Services

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cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.

Exhibit A – Engineer's Services

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether 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.

Exhibit A – Engineer's Services

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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Study Period Services

- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [NONE] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [07/07/2026].

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 \$[55,800.00] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[55,800.00]
 - b. Preliminary Design Phase \$[0.00]
 - c. Final Design Phase \$[0.00]
 - d. Bidding and Negotiating Phase \$[0.00]
 - e. Construction Phase \$[0.00]
 - f. Post-Construction Phase \$[0.00]
 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): [NONE] **[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

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

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [12] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

C. 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 \$[0.00] based upon full-time RPR services on an [4]-hour workday, Monday through Friday, over a [20] day construction schedule.

D. 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 [1.1].

E. 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.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:

Additional Services – Standard Hourly Rates

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

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:

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	<u>\$.985/mile</u>
<u>highway miles – Medium SUV</u>	<u>\$.839/mile</u>
<u>highway miles - Small SUV</u>	<u>\$.685/mile</u>
<u>highway miles - Sedan</u>	<u>\$.664/mile</u>
<u>on-site mileage</u>	<u>\$.664/mile plus \$5.00/hour</u>
<u>Private Vehicle</u>	<u>\$.725/mile</u>
<u>ATV</u>	<u>\$50.00/day</u>
<u>UTV</u>	<u>\$100.00/day</u>
<u>Survey-Grade GNSS (1 Receiver)</u>	<u>\$120.00/day</u>
<u>Survey-Grade GNSS (2 Receivers)</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Resource-Grade (GIS) GNSS Receivers</u>	<u>\$65.00/day</u>
<u>Hovermap LiDAR Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Robotic Total Station</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Total Station</u>	<u>\$80.00/day</u>
<u>Trimble SX10 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>Trimble SX12 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>FARO Focus 3D Laser Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Hydrolite – TM Echosounder Kit</u>	<u>\$100.00/day</u>
<u>Raft-Hydro-Bathy Surveys</u>	<u>\$100.00/day</u>
<u>sUAS Survey Drone</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Nuclear Density Meter</u>	<u>\$15.00/hour, \$50.00/day, \$200.00/week</u>
<u>Airflow Balancing Hood</u>	<u>\$75.00/day</u>
<u>Core Drill</u>	<u>\$10.00/hole</u>
<u>Digital Level</u>	<u>\$50.00/day</u>
<u>Hammer Drill</u>	<u>\$30.00/day</u>

HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	<u>\$15.00/day</u>
<u>Disposable Bailers</u>	<u>\$10.00/each</u>
<u>Dissolved Oxygen Meter</u>	<u>\$20.00/day</u>
<u>PH Meter</u>	<u>\$15.00/day</u>
<u>PH/Temp/Conductivity Meter</u>	<u>\$25.00/day</u>
<u>Water Sample Fee</u>	<u>\$10.00/each</u>
<u>In Situ Level Troll 700</u>	<u>\$63.00/day, \$250.00/week</u>
<u>AquaCalc Pro</u>	<u>\$60.00/day, \$120.00/week</u>
<u>Marsh McBirney 2000 Flowmeter</u>	<u>\$60.00/day, \$120.00/week</u>
<u>Global Water FP 111 Flowmeter</u>	<u>\$25.00/day, \$75.00/week</u>
<u>Submersible Pump (Redi Flo 2)</u>	<u>\$155.00/day</u>
<u>Water Level Meter, 300 Ft.</u>	<u>\$25.00/day, \$50.00/week</u>
<u>Water Level Meter, 500 Ft.</u>	<u>\$35.00/day, \$75.00/week</u>
<u>Oil/Water Interface Well Probe</u>	<u>\$40.00/day, \$120.00/week</u>
<u>Hach Flo-Dar (logger & sensor)</u>	<u>\$400.00/week, \$1,000.00/month</u>
<u>Rain Gauge Sensor</u>	<u>\$15.00/week, \$60.00/month</u>

PRINTING EXPENSES

<u>Black & White Copies</u>	<u>\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17</u>
<u>Color Copies</u>	<u>\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17</u>
<u>Binding</u>	<u>\$.25/each</u>
<u>Lamination</u>	<u>\$1.00/each</u>
<u>Oversize Print Black & White</u>	<u>\$5.00/each</u>
<u>Oversize Print Color</u>	<u>\$6.00/each</u>
<u>Print & Basic Mount</u>	<u>\$12.00/each</u>
<u>Print & Machine Mount</u>	<u>\$20.00/each</u>
<u>Print, Machine & Laminate White Board</u>	<u>\$32.00/each</u>

MISCELLANEOUS EXPENSE

<u>Lodging</u>	<u>Current Rates</u>
<u>Meals</u>	<u>\$63.00/day</u>

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$305.00	\$305.00
	Supervising Engineer IV	\$297.00	\$297.00
	Supervising Engineer III	\$270.00	\$270.00
	Supervising Engineer II	\$260.00	\$260.00
	Supervising Engineer I	\$245.00	\$245.00
	Senior Engineer II	\$230.00	\$230.00
	Senior Engineer I	\$205.00	\$205.00
	Design Engineer II	\$194.00	\$194.00
	Design Engineer I	\$174.00	\$174.00
	Engineer Intern II	\$145.00	\$145.00
	Engineer Intern I	\$130.00	\$130.00
Planner	Supervising Senior Planner	\$241.00	\$241.00
	Senior Planner	\$212.00	\$212.00
	Planner III	\$162.00	\$162.00
	Planner II	\$148.00	\$148.00
	Planner I	\$130.00	\$130.00
Scientist	Environmental Scientist III	\$197.00	\$197.00
	Environmental Scientist II	\$149.00	\$149.00
	Environmental Scientist I	\$129.00	\$129.00
	Supervising Geologist	\$284.00	\$284.00
	Senior Geologist	\$238.00	\$238.00
	Geologist III	\$212.00	\$212.00
	Geologist II	\$172.00	\$172.00
Designer and Technician	Geologist I	\$147.00	\$147.00
	Senior ICT Designer	\$255.00	\$255.00
	Senior Distribution Designer	\$255.00	\$255.00
	CAD Designer III	\$180.00	\$180.00
	CAD Designer II	\$149.00	\$149.00
	CAD Designer I	\$136.00	\$204.00
	CAD Tech III	\$133.00	\$199.50
	CAD Tech II	\$115.00	\$172.50
	CAD Tech I	\$104.00	\$156.00
	Senior Engineering Designer	\$190.00	\$190.00
Resident Project Representative	Engineering Designer	\$130.00	\$130.00
	Senior Resident Project Representative	\$196.00	\$196.00
	Resident Project Representative II	\$180.00	\$180.00
Administrative	Resident Project Representative I	\$143.00	\$214.50
	Administrative Coordinator	\$100.00	\$150.00
	Grant Manager	\$125.00	\$125.00
	Graphic Designer	\$125.00	\$125.00
	Project Coordinator	\$110.00	\$165.00
	Safety Administrator	\$160.00	\$160.00
Survey	Technical Intern	\$88.00	\$132.00
	Survey Group Leader	\$243.00	\$243.00
	Survey Group Office Leader II	\$184.00	\$184.00
	Survey Group Office Leader I	\$174.00	\$174.00
	Land Surveyor IV	\$177.00	\$177.00
	Land Surveyor III	\$168.00	\$168.00
	Land Surveyor II	\$155.00	\$155.00
	Land Surveyor I	\$125.00	\$125.00
	Survey Technician IV	\$118.00	\$177.00
	Survey Technician III	\$114.00	\$171.00
Expert Witness	Survey Technician II	\$111.00	\$166.50
	Survey Technician I	\$100.00	\$150.00
Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.			

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

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

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

[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.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 26EN16-Sinclair Street Extension

OWNER: City of Gillette

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Morrison-Maierle, Inc.

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.

Exhibit E – Notice of Acceptability of Work.

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Page 1

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Reserved

Exhibit F – Reserved.

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Page 1

This is **EXHIBIT G**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident:	\$2,000,000
2) Bodily injury by disease, each employee:	\$2,000,000
3) Bodily injury/disease, aggregate:	\$4,000,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
2) General Aggregate:	\$4,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence:	\$2,000,000
2) General Aggregate:	\$4,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$2,000,000

f. Professional Liability (Errors Omissions) --

1) Each Claim Made	\$2,000,000
2) Annual Aggregate	\$4,000,000

\$[]

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

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Reserved

This is **EXHIBIT I**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Reserved

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Special Provisions

Paragraph(s) [6.07, 6.11] 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, 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:

1. The acts, errors, omissions, conduct, or 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.

- 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 applicable 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:

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.

4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

Exhibit J - Special Provisions.

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and American Society of Civil Engineers. All rights reserved.

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.

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 7, 2026

Owner: City of Gillette

Engineer: Morrison-Maierle

Project: 26EN16-Sinclair Street Extension

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

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

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ 59,900.00
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

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



1 inch equals 1.5 miles

July 07, 2026

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Design Services and Construction Management Associated with the Sinclair Street Extension Project with Morrison Maierle, Inc., in the Amount of \$59,900.00 (1% Project and an Urban Systems Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Design Services and Construction Management Associated with the Sinclair Street Extension Project with Morrison Maierle, Inc., in the Amount of \$59,900.00 (1% Project and an Urban Systems Project).

PROJECT NUMBER:

24EN16

CASE BACKGROUND:

The agreement is related to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Gillette for the Sinclair Extension from Butler Spaeth Road of Miranda Ave, an Urban Systems Project.

WHY NEEDED: It is typical standard practice when a road project is funded by the Urban Systems Fund administered by the Wyoming Department of Transportation for the project sponsor, in this case the City of Gillette, to provide professional design services related to underground utilities and other improvements not within the immediate scope of the roadway.

This agreement will provide such design services as specifically related to City of Gillette Water, Wastewater, Electrical and Fiber Optic infrastructure associated with the extension of Sinclair Avenue from Butler Spaeth Road to Miranda Avenue. The City of Gillette will be responsible for all costs associated with the design and construction of these underground facilities.

ACTUAL COST vs BUDGET: The City of Gillette has allocated funds in the amount of \$250,000 for the underground utilities described here and associated with this project.

ACTUAL COST VS BUDGET:

Actual: \$59,900.00; Budget: \$250,000

STAFF REFERENCE:

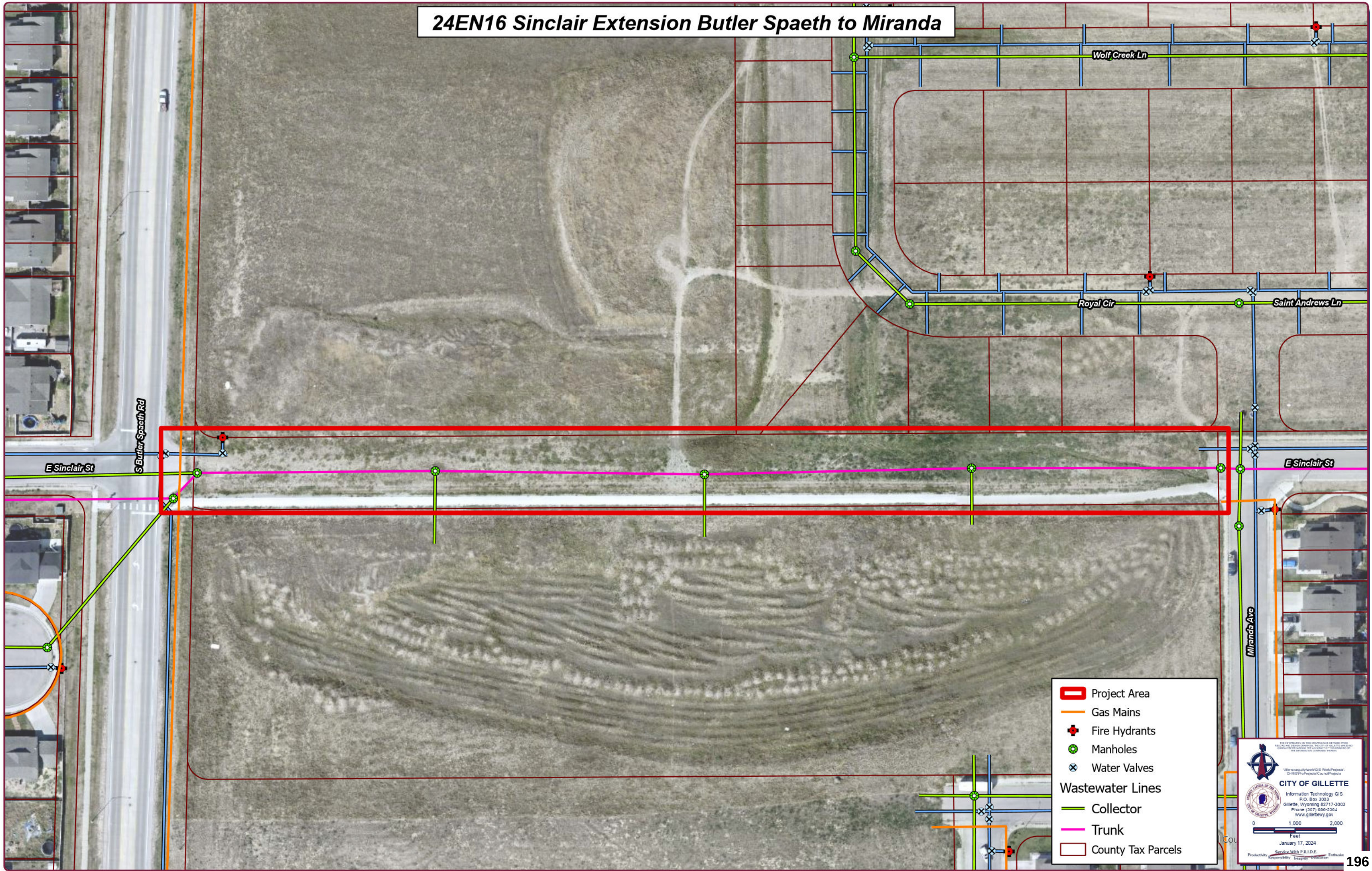
MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Project Area Map](#)

[Agreement](#)

24EN16 Sinclair Extension Butler Spaeth to Miranda




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January 17, 2024
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**Agreement Between Owner and Engineer
for
Sinclair Street Extension Project
Design, Bid, and CM/CA
24EN16**

Owner

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

Engineer

Morrison-Maierle, Inc.
2200 Foothills Blvd.
Suite A
Gillette, WY 82716

Fee Summary (*Add or Remove Rows as Needed*)

Total Contract:	\$ 59,900.00



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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention.....	11
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
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	17
8.04 Engineer's Certifications.....	18

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

THIS IS AN AGREEMENT effective as of [July 7, 2026] ("Effective Date") between
[City of Gillette] ("Owner") and
[Morrison-Maierle, Inc.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[24EN16-Sinclair Street Extension Project] ("Project").

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

Engineer's services under this Agreement are generally identified as follows: [Design, Bid, and CA/CM Services]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. All insurance policies required by this Agreement, except workers' compensation, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

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

6.06 *Suspension and Termination*

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*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

¹ See Special Provision #1

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.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

~~6.11 Indemnification and Mutual Waiver~~

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

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, 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:
 - 1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

² See Special Provision #2

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 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

³ See Special Provision #3

⁴ See Special Provision #4

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 applicable 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.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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- resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

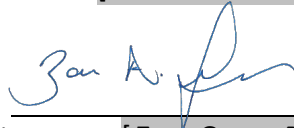
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence 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]

Engineer: [Morrison-Maierle, Inc.]

By: _____

By: 

Print name: [Shay Lundvall]

Print name: [Zane Green, PE]

Title: [Mayor]

Title: [Vice President]

Date Signed: _____

Date Signed: [6/19/2026]

Attest: _____

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

[12927]

State of: [Wyoming]

Address for Owner's receipt of notices:

[201 E. 5th Street
Gillette, WY 82716]

Address for Engineer's receipt of notices:

[2200 Foothills Blvd., Suite A
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):

[Tobias Fiske, CAPM]

Title: [Project Manager]

Phone Number: [307-686-5265]

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

Designated Representative (Paragraph 8.03.A):

[Zane Green, PE]

Title: [Vice President]

Phone Number: [307-687-1812]

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

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01—Study and Report Phase~~

A. ~~Engineer shall:~~

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

Exhibit A – Engineer's Services

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

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

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

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

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

A1.02 Preliminary Design Phase

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.

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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.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Provide 30% level Project Plans (Often Referred to as Schematic Design). This includes:
 - 1) New Plan and Profile sheets for 8" water main ~1200 LF
 - 2) New Plans for 8" sanitary sewer connections ~3 at 60 LF EA
 - 3) New plan sheets for fiber conduits ~1200 LF
 - 4) Survey Data
 - 5) Recommended Easements
 - 6) Evaluation of Necessary Permits
 - 7) 30% Engineers Opinion of Probable Costs
10. Furnish [1 electronic] 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 [60] 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,

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as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [21] days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or 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.

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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:
 - a. Provide 90% level Project Manual and Plan Set. This includes:
 - 1) New Plan and Profile sheets for 8" water main ~1200 LF
 - 2) New Plans for 8" sanitary sewer connections ~3 at 60 LF EA
 - 3) New plan sheets for fiber conduits ~1200 LF
 - 4) Survey Data
 - 5) Necessary Permits
 - 6) 90% Engineer's Opinion of Probable Construction Costs]
10. Furnish for review by Owner, its legal counsel, and other advisors, [1 electronic] 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 [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] 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 [1 electronic] final copies of such documents to Owner within [14] 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.

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- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

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

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- a. **Manage the Bidding Process, including:**
 - 1) **Furnish five (5) hard copies and an electronic copy of Bidding Documents**
 - 2) **Attend Pre-Bid Meeting**
 - 3) **Answer Bidder's Questions**
 - 4) **Issue any necessary addenda**
 - 5) **Attend Bid Opening**
 - 6) **Review and Recommend Bids for Recommendation of Award**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Reserved.*
 4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.

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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 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

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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 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.

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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.
 - 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

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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 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.

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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]** *[List any such tasks or deliverables here.]*
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are

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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] [List any such tasks or deliverables here.]

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's

Exhibit A – Engineer's Services

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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:
 - 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.

Exhibit A – Engineer's Services

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11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

Exhibit A – Engineer's Services

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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.
 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,

Exhibit A – Engineer's Services

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- (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [NONE] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [07/07/2026].

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 \$[59,900.00] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[0.00]
 - b. Preliminary Design Phase \$[10,000.00]
 - c. Final Design Phase \$[19,700.00]
 - d. Bidding and Negotiating Phase \$[2,000.00]
 - e. Construction Phase \$[28,100.00]
 - f. Post-Construction Phase \$[0.00]
 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): [NONE] **[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

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

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [12] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

C. 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 \$[11,600.00] based upon full-time RPR services on an [4]-hour workday, Monday through Friday, over a [20] day construction schedule.

D. 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 [1.1].

E. 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.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:

Additional Services – Standard Hourly Rates

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

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:

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	<u>\$.985/mile</u>
<u>highway miles – Medium SUV</u>	<u>\$.839/mile</u>
<u>highway miles - Small SUV</u>	<u>\$.685/mile</u>
<u>highway miles - Sedan</u>	<u>\$.664/mile</u>
<u>on-site mileage</u>	<u>\$.664/mile plus \$5.00/hour</u>
<u>Private Vehicle</u>	<u>\$.725/mile</u>
<u>ATV</u>	<u>\$50.00/day</u>
<u>UTV</u>	<u>\$100.00/day</u>
<u>Survey-Grade GNSS (1 Receiver)</u>	<u>\$120.00/day</u>
<u>Survey-Grade GNSS (2 Receivers)</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Resource-Grade (GIS) GNSS Receivers</u>	<u>\$65.00/day</u>
<u>Hovermap LiDAR Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Robotic Total Station</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Total Station</u>	<u>\$80.00/day</u>
<u>Trimble SX10 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>Trimble SX12 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>FARO Focus 3D Laser Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Hydrolite – TM Echosounder Kit</u>	<u>\$100.00/day</u>
<u>Raft-Hydro-Bathy Surveys</u>	<u>\$100.00/day</u>
<u>sUAS Survey Drone</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Nuclear Density Meter</u>	<u>\$15.00/hour, \$50.00/day, \$200.00/week</u>
<u>Airflow Balancing Hood</u>	<u>\$75.00/day</u>
<u>Core Drill</u>	<u>\$10.00/hole</u>
<u>Digital Level</u>	<u>\$50.00/day</u>
<u>Hammer Drill</u>	<u>\$30.00/day</u>

HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	<u>\$15.00/day</u>
<u>Disposable Bailers</u>	<u>\$10.00/each</u>
<u>Dissolved Oxygen Meter</u>	<u>\$20.00/day</u>
<u>PH Meter</u>	<u>\$15.00/day</u>
<u>PH/Temp/Conductivity Meter</u>	<u>\$25.00/day</u>
<u>Water Sample Fee</u>	<u>\$10.00/each</u>
<u>In Situ Level Troll 700</u>	<u>\$63.00/day, \$250.00/week</u>
<u>AquaCalc Pro</u>	<u>\$60.00/day, \$120.00/week</u>
<u>Marsh McBirney 2000 Flowmeter</u>	<u>\$60.00/day, \$120.00/week</u>
<u>Global Water FP 111 Flowmeter</u>	<u>\$25.00/day, \$75.00/week</u>
<u>Submersible Pump (Redi Flo 2)</u>	<u>\$155.00/day</u>
<u>Water Level Meter, 300 Ft.</u>	<u>\$25.00/day, \$50.00/week</u>
<u>Water Level Meter, 500 Ft.</u>	<u>\$35.00/day, \$75.00/week</u>
<u>Oil/Water Interface Well Probe</u>	<u>\$40.00/day, \$120.00/week</u>
<u>Hach Flo-Dar (logger & sensor)</u>	<u>\$400.00/week, \$1,000.00/month</u>
<u>Rain Gauge Sensor</u>	<u>\$15.00/week, \$60.00/month</u>

PRINTING EXPENSES

<u>Black & White Copies</u>	<u>\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17</u>
<u>Color Copies</u>	<u>\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17</u>
<u>Binding</u>	<u>\$.25/each</u>
<u>Lamination</u>	<u>\$1.00/each</u>
<u>Oversize Print Black & White</u>	<u>\$5.00/each</u>
<u>Oversize Print Color</u>	<u>\$6.00/each</u>
<u>Print & Basic Mount</u>	<u>\$12.00/each</u>
<u>Print & Machine Mount</u>	<u>\$20.00/each</u>
<u>Print, Machine & Laminate White Board</u>	<u>\$32.00/each</u>

MISCELLANEOUS EXPENSE

<u>Lodging</u>	<u>Current Rates</u>
<u>Meals</u>	<u>\$63.00/day</u>

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$305.00	\$305.00
	Supervising Engineer IV	\$297.00	\$297.00
	Supervising Engineer III	\$270.00	\$270.00
	Supervising Engineer II	\$260.00	\$260.00
	Supervising Engineer I	\$245.00	\$245.00
	Senior Engineer II	\$230.00	\$230.00
	Senior Engineer I	\$205.00	\$205.00
	Design Engineer II	\$194.00	\$194.00
	Design Engineer I	\$174.00	\$174.00
	Engineer Intern II	\$145.00	\$145.00
	Engineer Intern I	\$130.00	\$130.00
Planner	Supervising Senior Planner	\$241.00	\$241.00
	Senior Planner	\$212.00	\$212.00
	Planner III	\$162.00	\$162.00
	Planner II	\$148.00	\$148.00
	Planner I	\$130.00	\$130.00
Scientist	Environmental Scientist III	\$197.00	\$197.00
	Environmental Scientist II	\$149.00	\$149.00
	Environmental Scientist I	\$129.00	\$129.00
	Supervising Geologist	\$284.00	\$284.00
	Senior Geologist	\$238.00	\$238.00
	Geologist III	\$212.00	\$212.00
	Geologist II	\$172.00	\$172.00
Designer and Technician	Geologist I	\$147.00	\$147.00
	Senior ICT Designer	\$255.00	\$255.00
	Senior Distribution Designer	\$255.00	\$255.00
	CAD Designer III	\$180.00	\$180.00
	CAD Designer II	\$149.00	\$149.00
	CAD Designer I	\$136.00	\$204.00
	CAD Tech III	\$133.00	\$199.50
	CAD Tech II	\$115.00	\$172.50
	CAD Tech I	\$104.00	\$156.00
	Senior Engineering Designer	\$190.00	\$190.00
Resident Project Representative	Engineering Designer	\$130.00	\$130.00
	Senior Resident Project Representative	\$196.00	\$196.00
	Resident Project Representative II	\$180.00	\$180.00
Administrative	Resident Project Representative I	\$143.00	\$214.50
	Administrative Coordinator	\$100.00	\$150.00
	Grant Manager	\$125.00	\$125.00
	Graphic Designer	\$125.00	\$125.00
	Project Coordinator	\$110.00	\$165.00
	Safety Administrator	\$160.00	\$160.00
	Technical Intern	\$88.00	\$132.00
Survey	Survey Group Leader	\$243.00	\$243.00
	Survey Group Office Leader II	\$184.00	\$184.00
	Survey Group Office Leader I	\$174.00	\$174.00
	Land Surveyor IV	\$177.00	\$177.00
	Land Surveyor III	\$168.00	\$168.00
	Land Surveyor II	\$155.00	\$155.00
	Land Surveyor I	\$125.00	\$125.00
	Survey Technician IV	\$118.00	\$177.00
	Survey Technician III	\$114.00	\$171.00
	Survey Technician II	\$111.00	\$166.50
Expert Witness	Survey Technician I	\$100.00	\$150.00
	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

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

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

[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.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 24EN16-Sinclair Street Extension

OWNER: City of Gillette

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Morrison-Maierle, Inc.

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.

Exhibit E – Notice of Acceptability of Work.

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

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Page 1

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Reserved

This is **EXHIBIT G**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Insurance

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

G6.05 Insurance

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

1. By Engineer:

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

\$[]

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

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Reserved

This is **EXHIBIT I**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

Reserved

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/07/2026].

Special Provisions

Paragraph(s) [6.07, 6.11] 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, 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:

1. The acts, errors, omissions, conduct, or 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.

- 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 applicable 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:

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.

4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

Exhibit J - Special Provisions.

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

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and American Society of Civil Engineers. All rights reserved.

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.

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [07/07/2026].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 7, 2026

Owner: City of Gillette

Engineer: Morrison-Maierle

Project: 24EN16-Sinclair Street Extension

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

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

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ 59,900.00
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

24EN16-Sinclair Street Extension

Design, Bidding and Construction Period Services

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

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

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Killarney Water Main Phase 2 Project with KLJ Engineering in the Amount of \$98,200.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Design Services Associated with the Killarney Water Main Phase 2 Project with KLJ Engineering in the Amount of \$98,200.00 (1% Project).

PROJECT NUMBER:

27EN03

CASE BACKGROUND:

The Killarney Water Main Phase 2 project relates to the replacement of the existing cast iron water main under O'Shannon Drive, Kathleen Place and O'Henry Drive in the Killarney Subdivision (see reference map). The project is a continuation of the Killarney Water Main Phase 1 project, completed in June of 2026. The Phase 1 project replaced the water main and isolation valves throughout O'Hara Drive east of Butler Spaeth, providing the necessary control to undertake this Phase 2 of the of the effort.

WHEN CONSTRUCTED: The water distribution mains, valves and hydrants associated with this project were installed in 1976. The water main and associated appurtenances under Mary Court was replaced in 2005 and has been determined to be in good condition. Therefore, it is currently not included in the scope of this project.

WHY NEEDED: The sections of water main associated with this project have reached the end of their service life. Further, the existing cast iron pipe and appurtenances have suffered failures in recent years causing the City to perform emergency repairs at various points.

SCHEDULE: Design development is anticipated to proceed through late spring of 2027 with bidding occurring in June to July of 2027. Following contract award, construction could begin as early as October of 2027.

ACTUAL COST VS BUDGET: This project is fully funded from the 1% Optional Sales Tax Fund. The current allocation for design development is \$150,000. The proposed agreement for design and bidding services provides a contract price of \$98,200.00.

ACTUAL COST VS BUDGET:

Actual: \$98,200.00; Budget: \$150,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Reference Map Agreement](#)

27EN03-Killarney Water Main Phase 2-Reference Map





**Agreement Between Owner and Engineer
for
Killarney Water Main Phase 2
Design & Bidding
27EN03**

Owner

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

Engineer

KLJ Engineering
400 E. Broadway Ave, #600
Bismarck, ND 58501

Fee Summary (*Add or remove lines as needed*)

Preliminary Design Phase		\$50,770.00
Final Design Phase		\$39,615.00
Bidding Phase		\$7,815.00
Total Contract:		\$98,200.00

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention.....	11
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
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	17
8.04 Engineer's Certifications.....	17

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

THIS IS AN AGREEMENT effective as of July 21, 2026 ("Effective Date") between
City of Gillette, Wyoming ("Owner") and
KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Killarney Subdivision – Phase 2 Water Main Improvements - 27EN03
("Project").

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

Engineer's services under this Agreement are generally identified as follows: Survey, Design and Bidding Services,
see Exhibit A - Scope of 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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*

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1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*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

¹ See Special Provision #1

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.

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.

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- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 ~~Indemnification and Mutual Waiver~~

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

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, it's 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:
 - 1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

² See Special Provision #2

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 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

³ See Special Provision #3

⁴ See Special Provision #4

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 applicable 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.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

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

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette, WY

Engineer: KLJ Engineering, LLC

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

By: Jennie Krause
Print name: Jennie Krause
Title: Associate VP, Eng. & Planning Services
Date Signed: July 9, 2026

Attest: _____
(City Clerk)

Engineer License or Firm's Certificate No. (if required):
ES-0605
State of: Wyoming

Address for Owner's receipt of notices:
City of Gillette
201 E 5th Street
Gillette, WY 82716
Designated Representative (Paragraph 8.03.A):
Toby Fiske
Title: Project Manager
Phone Number: 307.686.5265
E-Mail Address: tobyf@gillettewy.gov

Address for Engineer's receipt of notices:
KLJ Engineering LLC
400 E. Broadway Ave #600
Bismarck, ND 58501
Designated Representative (Paragraph 8.03.A):
Adrienne Hahn
Title: Project Manager
Phone Number: 307.363.7395
E-Mail Address: Adrienne.hahn@kljeng.com

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Engineer's Services

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

Project Location: Gillette, WY – Killarney Subdivision – O'Shannon Drive, O'Henry Drive and Kathleen Place.

Project Description:

The Killarney Subdivision – Phase 2 Water Main Improvements project entails professional engineering services for survey, design and bidding of water main and street restoration improvements to the following locations:

- O'Shannon Drive from O'Hara Drive south to Kathleen Place – approximately 675 LF
- O'Henry Drive from O'Hara Drive south to Kathleen Place – approximately 530 LF
- Kathleen Place from O'Shannon Drive to O'Henry Drive – approximately 320 LF
 - These sections will include pavement restoration including PCC drain pan and fillet surfacing in intersections, with limited curb and gutter and sidewalk replacement to support improvements.
 - Water main replacement will improve portions of existing infrastructure in O'Shannon Drive, Kathleen Place and O'Henry Drive. Water main replacement will be limited to replacement of degrading hydrants, valves, fittings and appurtenances, as well as main realignment.
 - Remove and replace three (3) sanitary sewer manholes with roots present in O'Shannon Drive between O'Hara Drive and Kathleen Place.
 - KLI services will include survey, road restoration, water main design, plan and specification production, and bidding services. Morrison Maierle will complete a water model update for DEQ requirements. City of Gillette 2025 Design Standards and Standard Construction Specifications will be adhered to throughout design services.

KLI Engineering, "Engineer", shall provide Basic and Additional Services as set forth below for the project.

PART 1 – BASIC SERVICES

A1.01 Project Management

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
 - a. Provide project management services consisting of addressing and allocating resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day-to-day activities and coordination for all actions throughout the duration of the project. The project manager also confirms quality control procedures are on-going throughout the project.

Exhibit B – Owner's Responsibilities

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- b. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette.

A1.02 *Topographic & Design Survey*

A. Phase Description

- o KLJ will complete and furnish a ground survey of areas noted above. Survey will include site contours, critical spot elevations, existing surface features, and above and below ground utilities. Property based on found pins located during topographic survey. Topographic survey will be generally bounded within the right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features and structures. The topographic survey will be accomplished by conventional methods. Control points will be established as City of Gillette Coordinate Datum if available.
- o Prior to beginning topographic data collection, a level network will be run through all control points and tied to the published City of Gillette Vertical Datum via benchmark. As topographic data is collected, an ongoing QA/QC process will verify all data and make sure pertinent features are included for and on the base map.

B. As basic services, Engineer Will:

1. Establish on-site control
2. Locate utilities with One Call
3. Topographic survey
4. Generated CAD file for base map.

C. Owner Responsibilities:

1. Access to Site.
2. Any boundary and easement information to be provided.

D. Assumptions:

1. A sufficient number of readily identifiable property pins will be found in their correct locations in order to draw in the recorded plats.
2. Snow will not be covering the site during field survey activities.

A1.03 *Preliminary Design*

A. As basic services, Engineer Will:

1. Conduct and participate in a project kickoff meeting.
2. Evaluate Existing Utilities
 - a. KLJ will research and document existing public and privately-owned utilities and evaluate existing or potential conflicts necessitate utility relocation. KLJ will also initiate correspondence with existing utility companies.
3. Preliminary Road Design
 - a. KLJ will develop a pavement design and a typical section based on a review of the geotechnical investigation that will be completed by JB Engineers. KLJ will create

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preliminary replacement plan sheets as well as calculate preliminary quantities for both removal and replacement. Drainage features as well as necessary ADA ramps will be incorporated into these drawings as necessary. Detail drawings of supplemental design information required will be created for construction purposes.

4. Preliminary Water Distribution System Design

- a. KLJ will design water mains to replace the existing water main in place. KLJ will include in the design the water main location, water service connections, hydrant locations and appurtenances in accordance with local and state requirements. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location. KLJ will consult with City staff regarding locations of valves, service connections, shutoffs and hydrants. Existing hydrants, valves, etc. to be replaced as identified by the City. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.

5. Quantities & Opinion of Construction Cost Estimate

- a. KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

6. Internal QA/QC

- a. Quality Assurance (QA) defines the level of quality required and determines how it is achieved throughout the entire project. QA includes a method of monitoring compliance with the City and KLJ quality requirements. Timely audits during the project will be conducted to maintain compliance.
- b. Quality Control (QC) is conducted throughout the project to check if the production meets quality levels agreed to by the City and KLJ. The process will include interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

7. Preliminary Map, Plans & Specifications

- a. KLJ will compile designs from all tasks under surveying and preliminary engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare and provide three (3) sets of plans, specifications and preliminary opinion of construction cost estimate, and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

8. Preliminary Map & Plan Review Meeting

- a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to preliminary map, plans and specifications. At

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this time, a plans in hand onsite walk thru of all streets included in the project will be conducted with the City of Gillette staff and KLJ.

9. 90% Map, Plans & Specifications

- a. KLJ will provide surveying and engineering services for the tasks identified below. The 90 percent plans and specifications will be produced based on recommendations and subsequent decisions made during the preliminary engineering services review.
- b. Final Survey - KLJ will perform additional survey, if required, after satisfactory completion of preliminary engineering services. Data will be incorporated into the preliminary survey data and utilized for final design.
- c. Design - KLJ will prepare detailed plans relative to feedback received during the preliminary engineering services review. Quantities and specifications will be refined.
- d. Quantities & Opinion of Construction Cost Estimate - KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.
- e. Internal QA/QC - KLJ will monitor compliance with the City's and KLJ's quality requirements. KLJ will perform interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.
- f. KLJ will compile designs from all tasks under surveying and engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare an overall project map, three (3) sets of plans, specifications and opinion of construction cost estimate based on the 90 percent design and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

10. 90% Map & Plan Review Meeting with City

- a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to 90 percent map, plans and specifications.

B. Owner Responsibilities:

1. Access to site.
2. Provide any known utility information.
3. Any other pertinent as built drawings and or geotechnical information in this area to aid in analysis and design.

C. Assumptions:

Exhibit B – Owner's Responsibilities

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1. Engineer assumes existing utilities are sized adequately for proposed use and scope does not include analysis of suitability.

A1.04 *Final Design & Bidding*

A. *Phase Description*

1. KLJ will provide services for the tasks identified below in coordination with the City of Gillette.

B. As basic services, Engineer Will:

1. Final Map, Plan & Specifications Revisions
 - a. KLJ will incorporate any corrections necessary following the 90 percent plans, map and specifications review. Prepare and furnish three (3) sets of final plans for bidding, contracts and construction. Stamp and sign all plans with the seal of the Professional Engineer responsible for the project design. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.
2. Final Quantities & Opinion of Construction Cost Estimate
 - a. KLJ will calculate and furnish final quantities to be included in the bidding, contracts and construction documents. KLJ will submit a final opinion of construction cost estimate to the City of Gillette for review and concurrence.
3. Bidding, Bid Tabulation & Recommendation
 - a. KLJ will facilitate a pre-bid meeting as well as attend the project bid opening. KLJ will analyze bid proposals, prepare a bid tabulation and make a recommendation of construction contract award.

C. Assumptions:

1. City will post advertisement and pay associated costs.
2. City staff will open and read project bids.

A1.05 *Project Schedule*

1. A detailed project schedule will be provided in the form of a Gantt chart. Selected milestones are as follows:

Consultant Notice to Proceed	July 21, 2026
Preliminary Map & Design Submittal	October 2026
Preliminary Map & Design Review Meeting	November 2026
90% Map & Design Submittal	February 2027
90% Map & Design Review Meeting	March 2027
Final Design Submittal	April 2027
Begin Advertisement for Bids	May 2027

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PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.
1. Right of Way or Boundary determination
 2. Design of improvements other than those specifically identified in this Agreement
 3. Sewer main (gravity or force main) design, plan and/or profile.
 4. Any existing sewer system (gravity or force main) analysis for feasibility to serve this project.
 5. Retaining wall or structural design.
 6. Design of wastewater pumping systems.
 7. Design of stormwater pumping systems or treatment systems.
 8. Site lighting layout and design.
 9. Storm Water Pollution Prevention Plan and Permit.
 10. Environmental and cultural evaluation and permitting.
 11. Design of improvements to be constructed via trenchless methods.
 12. Construction administration services.
 13. Construction staking and material testing services.
 14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 16. Modeling or design of public or private utilities other than specifically identified above.
 17. Providing a traffic analysis of existing or future conditions. Provide Traffic impact study and report.
 18. Provide any subsurface drainage system design.
 19. Provide design of drainage improvements offsite.
 20. FEMA Floodplain management.
 21. Provide any landscape or irrigation design.
 22. Provide right-of-way or permanent easement acquisition services.
 23. Providing any 3-D or artistic renderings.
 24. City Permit Fees and City Application Fees
 25. Other additional services performed or furnished by Engineer.

Exhibit B – Owner's Responsibilities

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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 July 21, 2026.

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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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 constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [NONE]

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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 \$96,200.00, and Engineer’s Consultant’s charges, if any, estimated to be \$2,000.00.
 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 \$98,200.00 based on the following distribution of compensation:

a. Study and Report Phase	\$0.00
b. Preliminary Design Phase	\$50,770.00
c. Final Design Phase	\$39,615.00
d. Bidding or Negotiating Phase	\$7,815.00
e. Construction Phase	\$0.00
f. Post-Construction Phase	\$0.00
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.
 5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.

6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.
8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of February 2027) to reflect equitable changes to the compensation payable to the 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 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
- 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. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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:

None.

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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: \$2,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
 - f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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, 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:

1. The acts, errors, omissions, conduct, or 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.

- 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 applicable 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.

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.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 21, 2026

Owner: City of Gillette

Engineer: KLI Engineering LLC

Project: Killarney Subdivision – Phase 2 Water Main Improvements – 27EN03

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:	\$ <u>98,200.00</u> _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Senator Mike Enzi Memorial Overpass Project with KLJ Engineering, LLC, in the Amount of \$2,482,420.00.

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Design Services Associated with the Senator Mike Enzi Memorial Overpass Project with KLJ Engineering, LLC, in the Amount of \$2,482,420.00.

PROJECT NUMBER:

26EN24

CASE BACKGROUND:

BACKGROUND:

The Gurley Overpass bridge in Gillette, Wyoming, spans 982 feet over BNSF railroad tracks and U.S. Highway 14/16. The bridge was constructed in 1982 and provides a grade separated crossing that plays an essential role in keeping north–south traffic moving without interference from frequent rail activity below. The current bridge carries about 10,500 vehicles per day.

Steep existing bridge grades necessitate a high application rate of deicing salts in the winter which has taken its toll on the bridge superstructure (concrete bridge deck, concrete barriers, and steel plate girders). The now 44-year-old structure has had the deck resurfaced three times: in 1999, 2010, and in 2018. In 2013 a healer/sealer was applied to the deck. The north abutment and Pier 5 were repaired and waterproofed in 2015. In 2017 the barriers on each side of the overpass received significant maintenance and repair. Starting in 2022 an annual epoxy injection treatment has been applied to the deck as continued maintenance to address delaminations.

Delaminations occur when the top layer of concrete separates from the underlying material, typically at the level of the top reinforcing steel. This is primarily caused by rebar corrosion from chloride intrusion (deicing salts), which creates horizontal fractures leading to surface spalling and potholes.

These areas are identified during the annual bridge inspection. We then follow with a maintenance project where we drill into these delaminations and inject epoxy resin to temporarily glue the delaminations together. The process has extended the bridge deck's life, but it is not a permanent solution.

The observed deterioration of the bridge has resulted in a reduction in the load rating. The bridge is currently load-posted for 16 tons which is 24 tons below the nationally codified legal load rating of 40 tons.

There has been a repair, maintenance procedure, or investigation to the Gurley Overpass structure in 13 of the last 16 years, dating back to 2010. Moreover, for each maintenance action, the City has had to use its funds for consulting services and studies, in addition to the direct construction costs. Despite these efforts, the bridge deck is at the end of its expected lifespan, and continued upkeep will become increasingly costly and less effective. This history underscores the need for a long-term solution to ensure safety, compliance, and cost efficiency moving forward.

Having determined that the bridge has exceeded its usable design life, the City is seeking engineering services to design a new overpass. A new overpass will be able to utilize the latest advancements in materials such as epoxy coated rebar, and take into consideration the overall geometry and bridge slopes to mitigate long-term maintenance concerns and significantly reduce the amount of deicing salts needed.

Federal Highway Administration (FHWA) funding of \$3,000,000.00 has been secured to complete the design.

SELECTION PROCESS: ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANT SELECTION PROCEDURE FEDERAL FUNDED LARGE AGREEMENTS (>\$250,000):

A two-step selection process including a Request for Proposals (RFP) is required for federally funded large agreements.

STEP ONE - SHORTLISTING AND RFP SOLICITATION: The City of Gillette formed a selection committee of three (3) members. The selection committee established the scope of work, RFP requirements, and announcement/advertisement process to provide the basis for the selection and ensure that consultants have fair opportunity to be considered for award of the agreement.

Shortlisting process: A project-specific Letter of Interest (LOI) request was advertised in the local paper, City website, and sent to all firms on the WYDOT Consultant Registry longlist. Firms in the WYDOT Consultant Registry longlist have previously submitted Statements of Interest (SOI) which identify the applicable work code(s) and licensing for work they perform. Six (6) firms responded with their SOI along with their LOI by the deadline on May 1, 2026. The selection committee reviewed each firm's qualifications and narrowed the shortlist of firms down to five (5) to receive the RFP which was sent directly to them.

STEP TWO - FINAL SELECTION: The City of Gillette formed a final selection committee of eight (8) members. The committee was comprised of three (3) City Council members, three (3) City Engineering staff members, one (1) City Finance staff member, and one (1) local contractor. RFP's from three of the five firms were received on May 29, 2026 as follows:

- KLJ Engineering, LLC (Gillette, WY)

- Morrison-Maierle (Gillette, WY)
- HDR Engineering, Inc. (Gillette, WY)

* The following two firms withdrew from submitting an RFP: Muller Engineering Company (Lakewood, CO); RockSol Consulting Group, Inc. (Thornton, CO)

Interviews for the three firms were conducted on June 12, 2026. In addition to the interviews, each committee member reviewed the RFP, SOI, and LOI for each firm. At the conclusion of the interviews, each individual committee member determined a rating for that consultant relative to established evaluation criteria. Each individual evaluation from the committee members were then entered into one Evaluation & Ranking form. The scores were then totaled with the highest scoring consultant being chosen to begin contract negotiations for the project.

KLJ Engineer, LLC, scored the highest was unanimously determined to be the desired firm to move forward with.

ANTICIPATED DESIGN TIMEFRAME:

The design process will commence immediately after the executed contract is received. The duration of the design will take approximately 2 years to complete. The design will require permitting and compliance with the Rail Road, US Army Corp of Engineers, Environmental Protection Agency, WY Department of Transportation, among others. The design process will also involve several public meetings which will be conducted at key design milestones. Additional funding will also be sought out as the design progresses.

ACTUAL COST VS BUDGET:

Actual = \$2,482,420.00; Budget = \$3,000,000.00

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Agreement](#)

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention	11
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS	11
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	17
8.04 Engineer's Certifications	18

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

THIS IS AN AGREEMENT effective as of July 21, 2026 ("Effective Date") between
The City of Gillette, Wyoming, 201 E. 5th St., Gillette, WY 82716 ("Owner") and
KLJ Engineering LLC, 400 E Broadway, Suite 600, Bismarck, ND 58501-4073 ("Engineer")

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Senator Mike Enzi Memorial Overpass ("Project")

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

Engineer's services under this Agreement are generally identified as follows:
Refer to Exhibit A.

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*

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1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*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

¹ See Special Provision #1

hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action

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beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

~~6.11 Indemnification and Mutual Waiver~~

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

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, 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:
 - 1. The acts, errors, omissions, conduct, or 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.

² See Special Provision #2

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 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

³ See Special Provision #3

⁴ See Special Provision #4

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 applicable 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.

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.

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2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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

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

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

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Used.
- E. Exhibit E, Not Used.

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Gillette, WY

Engineer: KLJ Engineering LLC

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Mark Anderson
Print name: Mark Anderson
Title: Senior Vice President, PWT
Date Signed: July 10, 2026

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

ES-0605

State of: Wyoming

Address for Owner's receipt of notices:

City of Gillette

201 E 5th Street

Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):

Matt Olsen

Title: Project Manager

Phone Number: 307-686-5265

E-Mail Address: matto@gillettewy.gov

Address for Engineer's receipt of notices:

KLJ Engineering LLC

400 E. Broadway Ave, Suite 600

Bismarck, ND 58501

Designated Representative (Paragraph 8.03.A):

Cassie McNames

Title: Project Manager

Phone Number: 701-241-2317

E-Mail Address: cassie.mcnames@kljeng.com

This is **EXHIBIT A**, consisting of 25 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Engineer's Services

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

Background:

This project consists of the replacement of the existing Gurley Overpass, to be known as the Senator Mike Enzi Memorial Overpass, in Gillette, Wyoming. The existing structure is an approximately 982-foot grade-separated crossing over the BNSF Railway corridor and U.S. Highway 14/16 and serves as a critical north-south transportation facility for the community. Constructed in 1982, the bridge currently carries approximately 10,500 vehicles per day and provides essential access for residential areas, schools, emergency services, commercial uses, and recreational facilities. Based on recent inspections and evaluations, the existing bridge has exceeded its practical service life. The project is therefore intended to provide a replacement structure that improves durability, long-term maintainability, multimodal accommodation, and community connectivity.

The project will evaluate up to three site location alternatives during alternative development, using prior studies and updated conditions to determine which option best balances mobility, safety, cost, environmental considerations, constructability, and long-term community benefit. This initial alternatives screening will be documented in an Alternatives Technical Memorandum which will further refine which build alternative should be carried forward into the NEPA process. It is anticipated that as a result of alternatives refinement, one build alternative and the no-build alternative will be carried forward through the NEPA process for a more detailed evaluation.

Picking up where the 2026 Gurley Overpass Evaluation report prepared by HDR left off, the alignment options to be considered in the Alternatives Technical Memorandum are summarized as follows:

1. **Gurley Avenue Replacement On-Alignment:** Replaces the existing overpass on the existing alignment. The existing bridge is taken out of service prior to the construction of the new bridge under this option.
2. **Gurley Avenue Replacement Off-Alignment:** Keeps the existing overpass in service during construction and constructs a new overpass to the east of the existing alignment. The existing bridge would be taken out of service upon completion of the project.
3. **Butler-Spaeth Road New Alignment:** Constructs a new overpass along the Butler-Spaeth Road corridor allowing the existing bridge to remain in service until construction is completed. The existing bridge would be taken out of service upon completion of the project.

Each alternative will be evaluated for the following:

- Environmental Impacts: Preliminary information related to wetlands, floodplains, biological and cultural resource information, hazardous materials review, Section 4(f) properties, and others, as appropriate, using desktop information.
- Community Considerations: Traffic operations and safety (building on the 2021 analysis), pedestrian and bicycle connectivity, accessibility (ADA compliance), visual/aesthetic impacts, business and residential displacements, emergency response, and public & stakeholder input.
- Construction Feasibility: ROW needs, utility conflicts and relocations, BNSF coordination, geotechnical considerations, drainage impacts, MOT, constructability (phased construction), schedule, and cost.

- Geometric constraints: Alignment and profile, horizontal and vertical clearances, bridge type and superstructure depth.
- Additional Factors: Life-cycle costs, long-term maintenance, and compatibility with other network improvements.

The City of Gillette has secured \$3 million in Federal Highway Administration (FHWA) funds associated with a Congressional Directed Spending (CDS) appropriation for the design services and is seeking FHWA or other federal funding for bidding and construction services. The City intends for this contract to include the work necessary to advance the project through design in accordance with applicable federal requirements. As currently directed by the City, the Consultant's services shall be based on bridge replacement, utilizing and building upon prior studies and available project data rather than developing new corridor alternatives beyond those previously identified. The anticipated Scope of Services is outlined in the following tasks. KLJ's services do not include bidding assistance, construction engineering, or resident project representative support. The Scope of Services defined herein assumes the project delivery method will be design-bid-build. The work shall be performed in coordination with the City, FHWA, BNSF, and other applicable stakeholders. The project shall also support the City's funding strategy to the extent identified in this Scope of Services and support future funding applications.

A summary of the project assumptions are provided below. Refer to Appendix 1 of Exhibit A for a project map illustrating our understanding of the full project scope.

- Roadway embankment fill supported by retaining walls will be installed to reduce the bridge length. The approaches will be flattened to improve safety, maintenance and accessibility. The roadway cross section will include 12-foot travel lanes, shoulders, and a multi-use path or sidewalk and multi-use path. During the alternatives analysis phase, KLJ will investigate the potential to install a pedestrian underpass on the south side of the bridge to allow a single multi-use path to be constructed on the west side of the bridge.
- Bridge type is assumed to be a straight deck girder bridge consisting of either prestressed concrete girders or steel girders. Each girder type will be evaluated as part of the bridge alternatives, with one girder type moving forward to final design. Bridge will carry two lanes of traffic with a shared-use path located on one side of the bridge. As part of the alternative analysis review, KLJ will examine the feasibility of utilizing a bridge slide to temporarily relocate the existing bridge off alignment to maintain continuous traffic over the bridge during the new bridge construction. However, the scope outlined herein assumes the original bridge is demolished and the new bridge is constructed in its place. If a bridge slide is determined to be feasible and the City elects to move forward with this approach, KLJ will work with the City on a contract amendment to address the modified scope, schedule and budget accordingly.
- Aesthetic and community identity enhancements are to be incorporated into the new Gurley Avenue Overpass. Potential improvements may include concrete form liners, monuments, colored concrete, special lighting, decorative pedestrian railings, and other gateway features. The project may also include memorial elements intended to honor Mike Enzi, subject to City direction and stakeholder coordination.
- In addition, railroad grade crossing improvements may be warranted at Brooks Ave to improve traffic flow during construction activities. The railroad grade crossing at Burma Avenue is not scoped for improvements, based on the current configuration and trip distance addition needed. The at grade railroad crossing at Brooks Ave would be reviewed for operations during the construction of a new bridge and improvements looked at would include temporary re-striping on US 14/16 to include an eastbound left turn lane and westbound right turn lane plus signal timing modifications. North of the railroad tracks, improvements could include making E Railroad St a right in, right out by extending the center median, restriping N Brooks Ave all the

way to E Warlow Dr to include a two way left turn lane, and a temporary signal at E Warlow Dr. City wide intersection improvements are not identified within this scope for temporary traffic operations, due to the unknowns for intersection impacts at this time.

- Auxiliary projects outlined in the 2026 Gurley Overpass Evaluation Report are not included in this scope of work.

The Services provided herein are anticipated to start July 2026 and be completed before July 31, 2028. KLJ has accounted for yearly rate increases associated with this timeline within the project budget provided. KLJ will work with the City to develop a milestone schedule once contracts have been executed. It is assumed the City, BNSF, and other stakeholders will provide timely reviews, decisions, available data, and direction needed to maintain the project schedule. KLJ has accounted for three (3) weeks for City reviews and four (4) weeks for BNSF reviews (per BNSF “Guidelines for Railroad Grade Separation Projects”) in the proposed project schedule.

KLJ will be responsible for project management, bridge design, roadway design, environmental, permitting, ROW, survey, traffic, utility coordination, public involvement, and capital planning services. TKDA, a subconsultant to KLJ, will provide railroad coordination, landscape architecture, constructability reviews, and hydraulic services. AET, a subconsultant to KLJ, will be providing geotechnical engineering services. KLJ has additionally subconsulted with SK Geotechnical to provide independent third-party review of geotechnical deliverables. Below is a summary of the Scope of Services to be provided by the KLJ team.

Scope of Services:

- I. Project Management
 - a. Execute and administer contracts with City of Gillette and KLJ subconsultants.
 - b. Review and prepare monthly invoices and progress reports. Progress reports will summarize the work performed in the current period, outline upcoming activities, include a summary of project decisions, document milestone schedule progress, identify concerns with scope, schedule and budget.
 - c. Prepare and maintain quality management plan (QMP) which will be integrated into project milestone schedule. The QMP will outline processes for detailed checks (informal and formal), internal/external reviews, independent reviews, and will identify appropriate review types for each deliverable. The QMP will also establish internal deadlines, detail checking, and other required reviews based on the QMP.
 - d. Prepare and maintain milestone schedule. Updates will be made in conjunction with monthly progress reports.
 - e. Monitor scope, schedule and budget. Prepare contract amendments as necessary to address changes to scope, schedule and budget.
 - f. Meetings:
 - i. Host a virtual kick-off meeting with design team and City staff to review project goals and schedule, confirm stakeholders, define communication protocols and establish roles and responsibilities.
 - ii. Administer monthly virtual meetings with design team and City staff to review progress, scope, schedule and budget. Meetings will be utilized to coordinate project decisions. KLJ will prepare meeting agenda and distribute meeting minutes to those in attendance.
 - iii. Administer bi-weekly design team coordination meetings.
 - iv. KLJ assistant project manager will attend quarterly City Council meetings to provide project updates to elected officials.

- v. Host in-person meetings with KLJ project manager and assistant project manager and members of design team (as outlined below) and City staff at KLJ's office in Gillette. Meetings will be utilized to discuss key scoping items requiring City direction and conduct submittal reviews. Additional team members may be in attendance virtually.
 - 1. 30% Plans (1 Meeting)
 - a. Design Team Members: 3
 - 2. 75% Utility/ROW Plans (1 Meeting)
 - a. Design Team Members: 1
 - 3. PS&E Plans (1 Meeting)
 - a. Design Team Members: 3
- vi. Conduct additional virtual meetings with members of design team and City staff as noted below:
 - 1. Alternatives Analysis Review (1 Meeting)
 - 2. Draft Environmental Document (1 meeting)
 - 3. Aesthetics Scoping Discussion (1 meeting)
 - 4. 40% Grading Plans (1 meeting)
 - 5. BNSF Final Plans (1 meeting)
 - 6. Final Plans (1 meeting)
 - 7. Review of Funding Opportunities (1 meeting)

II. Environmental Documentation

a. Phase I ESA:

- i. Based on current Environmental Protection Agency (EPA) information, the businesses permitted to handle hazardous materials located within the project area have no violations. However, due to the risk of potential contamination from these industries, KLJ will prepare a Phase I ESA following ASTM E1527-21 for the project.

b. Cultural:

- i. KLJ will conduct a combined Class I and Class III Cultural Resources Inventory for the project area in accordance with Wyoming State Historic Preservation Office (WSHPO) guidelines. Due to the mixed existing development footprint of the project, KLJ assumes a Class I survey will be conducted for the entire project area and 1-mile buffer. KLJ assumes a Class III inventory will only be required on the portions surrounding the bridge crossing.
 - 1. As part of the Class III study, KLJ will conduct a records search at the WY State Historic Preservation Office to identify any previously recorded resources or inventories. Following the records search KLJ will conduct a pedestrian inventory of the project area at transects spaced approximately 15 meters to visibly identify any cultural resources. If any artifacts or structures over 45 years old are encountered, they will be recorded on the appropriate forms. KLJ will work with FHWA to approve an Area of Potential Effect for the project and identify potential cultural resources in the area.
- ii. A combined Class I and Class III cultural resource report will be produced as well as site forms. KLJ's report will include project effects recommendations or next steps if a potentially significant resource is identified.

c. Aquatic Resources:

- i. As part of the initial alternatives screening, KLJ will complete a Level 1 (desktop) review of the three build alternatives and ancillary project areas using the National Wetland Inventory (NWI), Campbell County Soil Survey, topographic

maps and aerial imagery. The desktop review will identify areas of potential wetlands and other waters.

- ii. Once alternatives have been further refined to determine which will be carried forward into the NEPA document, information from the Level 1 review will be utilized to do a Level 2 (field) delineation of aquatic resources. The wetland delineation will be completed in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, regional supplement, and regulatory guidance. The field delineation is anticipated to be completed in 2026, weather dependent. KLJ will utilize a GPS unit capable of sub-meter accuracy to locate the delineated boundaries of all aquatic resources within the project boundaries. Wetland data (soil, vegetation, and hydrology) and site photographs will be gathered for each aquatic resource. KLJ will prepare an Aquatic Resources Delineation Report documenting the results of the Level 2 delineation and submit it to the Federal Highway Administration, if desired, for an initial review and then to USACE with a request for a Jurisdictional Determination (JD). The JD will confirm the presence and extent of jurisdictional aquatic resources and help determine whether a Section 404 permit and compensatory mitigation are required for the project.

d. NEPA Document

- i. The NEPA class of action (environmental document) for the project will be determined once the alternatives analysis is complete and the environmental impacts are more clearly defined. We have developed our Scope of Services around the assumption a Categorical Exclusion (CATEX) is required. If it is determined the level of NEPA document required is an EA, we will work the City on a contract amendment.
- ii. Purpose and Need: Early in the process, KLJ will develop a purpose and need statement, which will guide the development of alternatives outlined in the preliminary engineering task. The initial purpose and need will be coordinated with FHWA for their review and comment. As part of the process, the purpose and need will be further refined to outline goals of the project and incorporate information collected to support the needs of the project.
- iii. Agency Coordination: Information regarding the project and alternatives will be included as agency letters that will be sent to federal, state, and local agencies. Comments received on the project will be incorporated into the project as applicable.
- iv. Alternatives: Environmental staff will assist the design team in completing an initial screening of the three build alternatives and associated actions for the project. Once alternatives have been further refined, it is assumed the Categorical Exclusion will carry one build alternative and one no-build alternative into a more detailed environmental analysis. The Categorical Exclusion will reference alternatives development for the project and include discussion of alternatives carried forward and alternatives dismissed from further analysis.
- v. Affected Environment/Environmental Consequences: KLJ will review the existing environmental conditions (affected environment) of the project area and analyze the environmental consequences of the project alternatives.
- vi. Section 4(f) Evaluation: KLJ will prepare Section 4(f) documentation for the project. Up to one (1) meeting will be held with the City of Gillette Parks Division related to impacts to Section 4(f) properties. It is assumed that impacts to Section 4(f) properties will qualify as de minimis and that no feasible and prudent alternatives exist to avoid those impacts. KLJ will coordinate with FHWA on 4(f)

- impacts and prepare paperwork necessary to document the Parks Divisions' concurrence with the project.
- vii. KLJ will prepare the draft Categorical Exclusion in accordance with 23 Code of Federal Regulations (CFR) Part 771. The Categorical Exclusion will summarize the project's purpose and need, alternatives considered, impact analysis, and public involvement. KLJ will use information from available data sources and field investigations to evaluate potential impacts to the natural and social environments. Consultation with applicable Federal, state, and local agencies will be completed. Following review by the City and FHWA, KLJ will address comments and prepare a final Categorical Exclusion for approval.
 - viii. Environmental Commitments Summary: KLJ will prepare a consolidated summary of any mitigation measures, environmental commitments, and permitting needs identified as part of the NEPA document. This list will be carried forward through permitting and final design so that the design team is aware of any items needed to be incorporated into final plans.
- e. Quality Control
- i. Deliverables will be reviewed in alignment with the QMP.
- f. Deliverables are anticipated to include:
- i. Phase I ESA
 - ii. Class III Cultural Report
 - iii. Wetland Delineation Report
 - iv. Draft and Final Categorical Exclusion
 - v. Environmental Commitments Summary for Design Considerations
- g. Assumptions:
- i. NEPA would not be formally initiated until completion of the preliminary alternatives screening/Alternatives Technical Memorandum. The Alternatives Technical Memorandum would review three build alternatives (as described in the Background section of this Scope of Services). One build alternative and one no-build alternative are anticipated to be analyzed in the Categorical Exclusion. If additional alternatives are warranted, a contract amendment would be completed.
 - ii. Assumes improvements to N Brooks Ave described above will be part of the overall project build alternative, as those improvements would be a connected action to the improvements proposed at Gurley Ave. Assumes improvements to N Brooks Ave would be limited to existing pavement only and not require additional right-of-way.
 - iii. It is assumed that WYDOT will not be involved in the preparation/approval of environmental documentation.
 - iv. Access to all properties will be approved and granted by the client or agency as needed for all field surveys.
 - v. One round of formal agency review is included per deliverable.
 - vi. Field surveys will include approximately 15 acres along Gurley Ave and N Books Ave, which is anticipated to include the area associated with one build alternative. One field mobilization per field survey is incorporated.
 - vii. No cultural resources are anticipated to be encountered on the field survey. If resources are encountered KLJ will produce a separate scope for that work.
 - viii. KLJ assumes no recordation or assessment of architectural resources will be required for the Class III inventory. If required, that work can be done as an amendment.

- ix. KLJ assumes cultural review for Brooks Ave will be limited to a Class I desktop review and Gurley Ave will consist of a Class I desktop review and Class III field survey and results will be documented within one comprehensive report.
- x. No subsurface testing/shovel testing will be conducted as part of the Class III inventory.
- xi. No Tribal consultation will be conducted as part of the Class III inventory.
- xii. No adverse impacts to threatened or endangered species are anticipated and formal consultation with USFWS is not included.
- xiii. No impacts to Section 6(f) properties are anticipated.
- xiv. Section 4(f) impacts are assumed to fall under de minimis thresholds. Up to one (1) meeting with the official with jurisdiction is included. It is assumed there are no feasible and prudent alternatives to avoid 4(f) impacts.
- xv. A noise analysis is not included in this scope of work. If required, that work can be done as an amendment.
- xvi. No properties eligible or potentially eligible for the National Register of Historic Places are anticipated to be impacted by the project. If adverse impacts would occur, a contract amendment will be completed.
- xvii. Work assumes no areas of contamination will be directly impacted by the project and does not include any remediation/abatement for hazardous materials and assumes no areas of contamination would be directly impacted by project. Hence, a Class II ESA has not been included in the Scope of Services.
- xviii. Agency coordination/consultation is anticipated to occur virtually. In-person meetings are not included.
- xix. Agency involvement is limited to agencies identified during project initiation.
- xx. Environmental staff are expected to participate in up to two (2) public meetings.
- xxi. Section 508 compliance is not included in this effort. If required, that work can be done as an amendment.
- xxii. Construction monitoring and/or inspections are excluded.

III. Public Engagement

- a. Develop public involvement plan detailing the stipulation of engagement goals and timeline, preliminary community analysis, stakeholder identification, graphics development, messaging, and evaluation processes.
- b. Develop a Strategic Public Communications Plan detailing project overview, communications strategy overview, considerations, activities, and identification of local communications resources.
- c. Develop a Stakeholder Advisory Committee (SAC) with groups such as BNSF, FHWA, Emergency Services, Campbell County School District, bicycle/multimodal groups, Gillette Main Street organization, and freight/manufacturing industry representative. Stakeholders will be vetted and confirmed with City staff at project kick-off meeting. Meetings will be held virtually, with up to four (4) SAC meetings will be held.
- d. Up to two (2) community open houses/workshops will be held. The first will be utilized to assist the project team in gathering public feedback on the purpose and need for the project as well as providing the public with an opportunity to review and comment on the alternatives being considered. The second workshop will be focused on providing the public with an opportunity to provide feedback on the auxiliary project and bridge aesthetic development.
- e. Develop a project webpage on Social Pinpoint in coordination with the City of Gillette. KLJ will develop all content, ensure ADA compatibility, and coordinate with the City. Website updates to occur at major project milestones (open houses, layout updates, etc.). Materials developed for other public involvement activities will be repurposed for website content.

- f. Develop up to two online surveys to gain feedback on alternatives, bridge aesthetics, or other necessary information.
- g. Provide static renderings to support the stakeholder and public involvement process. A base model will be developed and used as the basis for renderings. The model will include a 1/8-mile extension of the anticipated construction limits. Up to three (3) static renderings will be developed.
- h. For each public involvement event described herein:
 - i. KLJ will schedule, prepare and mail meeting notices (up to 150 per meeting), develop materials, and staff public events.
 - ii. Events will be promoted and hosted by the City.
 - iii. Following each event, KLJ will summarize public feedback received in a memorandum.
- i. Quality Control
 - i. Deliverables will be reviewed in alignment with the QMP.
- j. Deliverables are anticipated to include:
 - i. Public Involvement Plan
 - ii. Strategic Public Communication Plan
 - iii. SAC Member List
 - iv. SAC Meeting Agenda and Minutes
 - v. Workshop Meeting Notices, Materials and Summary Memorandums
 - vi. Project Website with up to two surveys
 - vii. Static Renderings
- k. Assumptions:
 - i. City will provide mailing list for notifications. It is assumed no more than 150 mailings will be required.
 - ii. KLJ will prepare up to 5 poster boards for each meeting.
 - iii. KLJ will utilize City branding and provide consistent branding across all public material.
 - iv. All items will be approved by City before posting/distributing to the public.
 - v. Up to four (4) stakeholder meetings will be held with up to three (3) KLJ staff in attendance. Meetings will be held virtually.
 - vi. Open houses will be staffed with up to three (3) KLJ staff per open house.

IV. Preliminary Engineering

- a. Alternatives Analysis:
 - i. KLJ will review the three alternatives described in the Background section of this Exhibit plus the no-build alternative. The three preferred alternatives will be developed to a level that supports informed decision-making during NEPA through the alternatives screening. Each alternative will be screened using a matrix that evaluates mobility, safety, cost-effectiveness, environmental considerations, traffic impacts, constructability and maintenance limitations and long-term community benefit.
 - ii. Develop two-dimensional (2D) layouts for project alternatives using Bentley OpenRoads Designer (ORD). The alternatives will be built upon the 2026 Gurley Overpass Evaluation Report, and information gathered through the initial public involvement tasks including workshops to determine the appropriate concepts to develop further. The layouts will consist of detailed horizontal geometry (edge of pavement, lane lines, curbs, intersection details and turn lanes), and high-level vertical geometry (as need to show design feasibility and intent).

- iii. Opinions of cost will be developed using WYDOT standard bid items and historic bid prices. Material quantities will be developed utilizing 2D take-offs from the OpenRoads Designer CAD models. Assumptions and allowances will be documented in the basis of estimate report.
 - iv. KLJ will summarize the preliminary alternatives review in an Alternatives Technical Memorandum. The memo will identify any build alternatives that should be dismissed from further analysis and alternatives to be carried forward into the NEPA process.
- b. Traffic Analysis:
- i. Provide traffic engineering services necessary to analyze alternatives for the Gurley Overpass replacement, determine lane configurations and intersection type(s), and produce and obtain approvals for required intersection control evaluations. City shall make data from analysis completed to date available to KLJ.
 - ii. Review the previous study data identifying operations and safety issues, suggest modifications in approach or conclusions, and confirm the alternatives being carried forward into detailed analysis.
 - iii. Existing Crash Data for the Hwy 59, Gurley Avenue, and Butler Spaeth Road corridors will be collected from the City and WYDOT and assessed for intersection crash rate analysis. Crash type and severity will be screened to identify study area safety trends.
 - iv. 24-hour traffic counts will be collected for up to 10 intersections along Gurley Avenue including Warlow Drive, Longmont Street, 4th Street, 6th Street, 7th Street, and 9th Street. Additional intersections will be discussed with the PMT including along Douglas Highway, Warlow Drive, and Butler Spaeth Road to confirm regional travel demand and patterns. Supplementing this effort, StreetLight Data will be procured for the study area providing travel demand seasonality and an origin-destination analysis of trucks interacting with railway terminals.
 - v. Daily traffic forecasts from the previous study will be revisited and adjusted based on updated traffic data and StreetLight Data updated origin-destination analysis.
 - vi. Existing and Future Conditions analysis will use Synchro traffic analysis to understand up to 8 peak hour scenarios representing existing, recreational, future development, future truck traffic increases, and construction phasing conditions. Traffic and freight assumptions for each of these scenarios will be reviewed by the project team ahead of operational analysis results. Using confirmed volume scenarios, signal and turn lane warrant analysis will identify possible capacity improvements based on existing/future travel demand needs. Proposed roundabout locations will be assessed for future capacity using RODEL to determine phasing recommendations.
 - vii. Traffic safety will be evaluated for the no build, three build alternatives, and construction phasing associated with preferred alternative using the Highway Safety Manual (HSM) process of crash type specific crash modification factors (CMFs) to assess alternative benefits for each study area intersection.
 - viii. An alternatives evaluation matrix will be developed using safety, mobility, preliminary costs, multimodal facility gaps, BNSF impacts, and environmental / right-of-way impacts to assess up to three study area future conditions identifying the long-term intersection control, cross section, and multimodal needs.
 - ix. For the preferred alternative, develop up to four Intersection Control Evaluations (ICE) for intersection traffic control changes to document the recommended traffic control options for at-grade study intersections. These will include a

benefit-cost analysis comparing any proposed traffic control versus no-build conditions.

- x. As construction staging and phasing alternatives are identified, phasing specific traffic counts and traffic analysis will be developed based on capacity and closure detours. Capacity of detour routes specifically along Brooks Ave, Hwy 59, Gurley Road, Warlow Drive, US 14/16, and Butler Spaeth Road will be assessed for temporary capacity improvements during bridge closure scenarios.
- xi. The traffic study will be documented in a draft and final traffic report serving as documentation selecting the preferred bridge corridor, corridor cross sections, and intersection traffic control study area wide.

c. Drainage Study

- i. TKDA will identify drainage concern areas for the City and BNSF as alternatives are vetted. Drainage Overview Maps will show existing and proposed drainage features, drainage areas, discharge points, and receiving waters.
- ii. Once a preferred alternative is selected, TKDA will provide the following tasks. For the purpose of this Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, the City will be communicated with to develop a contract amendment to address modifications to Scope of Services.:
 - 1. Evaluate existing drainage conditions, proposed improvements, drainage needs, and potential impacts associated with construction staging. The study will focus on identifying drainage constraints, maintaining runoff conveyance during construction, coordinating drainage recommendations with roadway and bridge design, and confirming that proposed drainage features are compatible with railroad property requirements, operations, access, and long-term maintenance considerations.
 - 2. Document drainage measures needed to support staged construction and avoid adverse impacts to railroad right-of-way or adjacent facilities. Temporary drainage and staged plans can be developed as an additional service to illustrate identified drainage measures.
 - 3. Develop drainage design plans, profiles, and specifications for the preferred alternative.
 - 4. Hydrologic and hydraulic calculations will follow City standards in the development of peak discharge evaluation while accounting for BNSF drainage requirements within its ROW. Detailed modeling beyond the limits of this project is not included and can be provided as an additional service.
 - 5. Stormwater ponds, basins, or other best management practices (BMP) designs will not be required to meet City standards and improve identified problem areas. Design of these facilities can be completed as an additional service if determined as needed during the course of the project.
 - 6. The Stonepile Creek (Zone A) floodplain and associated crossing under Gurley Avenue will not be impacted as part of this project. If the crossing under Gurley Avenue needs to be replaced, it will be replaced in kind or upgraded to increase conveyance capacity of the crossing. Detailed hydraulic analysis of Stonepile Creek is not proposed. Detailed hydraulic modeling, FEMA data requests, hydraulic reports, and associated floodplain permitting efforts can be performed as an additional service.
 - 7. All water resources design elements will be summarized in a Drainage Impact Study for City review and approval. Up to two rounds of reasonable comments will be addressed as part of this review.

8. Coordination and review of roadway, bridge, railroad property, and construction staging plans as it relates to drainage impacts.
- d. Roadway Design:
 - i. Develop and prepare a draft geometric layout for the preferred alternative selected from the alternative's subtask. Geometric layout is anticipated to include base map, design calculations, turning movements, horizontal and vertical profiles, intersection geometrics at 4th St and Lincoln St, preliminary structure locations / depths and typical sections at key locations. Develop the draft construction limits for the project using ORD. Cross sections are anticipated to be cut every 100 feet and at key locations. A 3D model will be developed to accuracy to determine construction limits, approximate retaining walls limits, and earthwork but will not be construction grade. Limits will have a buffer included on them for the right-of-way research on impacted properties to begin.
 - e. Bridge Design:
 - i. Complete a preliminary review of bridge foundation and embankment retaining structure support options for the bridge approaches. This will include coordination with the geotechnical engineer. KLJ will coordinate a constructability review with TKDA in conjunction with the development of options for possible retaining structures and bridge foundations.
 - ii. Facilitate development of the Alternatives Technical Memorandum through preliminary structural design efforts.
 - iii. Complete a bridge type study at the selected overpass location (preferred alternative) evaluating up to three (3) bridge types/configurations. KLJ will coordinate a constructability review with TKDA in conjunction with the development of bridge type options.
 - iv. Complete an accelerated bridge construction evaluation for the proposed alignment. This will be a collective effort between KLJ and TKDA team members. The preliminary findings will be presented to City staff in conjunction with the alternatives analysis review meeting.
 - v. Generate a concept bridge plan using the preferred bridge type and roadway alignment compliant with the requirements of the UPRR-BNSF Joint Guidelines for Railroad Grade Separation Projects. Concept plan will be submitted to City for review prior to submission to BNSF. Upon City approval, concept plan will be submitted to BNSF for review, comment and approval.
 - vi. Generate a 30% preliminary bridge plan per WYDOT design requirements and comply with the requirements of the UPRR-BNSF Joint Guidelines for Railroad Grade Separation Projects.
 - f. Aesthetics:
 - i. TKDA will lead development of the aesthetic concepts associated with the beautification goals identified in the Background section of this Scope of Work.
 - ii. Coordination with the City, design team, and stakeholders to identify aesthetic goals, evaluate context-sensitive design opportunities, and develop bridge, roadway, railing, lighting, wall, and finish concepts that can be incorporated into the project plans.
 - iii. Preparation of aesthetic materials for use with public engagement, design documentation, and city council presentations.
 - iv. Review proposed aesthetic treatments are compatible with bridge design requirements, constructability, railroad coordination considerations, maintenance needs, and project budget.
 - g. Right of Way (ROW) Impacts:

- i. Once a preferred alternative is selected, KLJ will complete the following tasks. For the purpose of this Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
 - ii. Develop the anticipated ROW impacts for the project based on the preliminary construction limits outlined in the preferred alternative.
 - iii. KLJ will compile a listing of properties that will be affected along the project corridor. KLJ will obtain title information and prepare "Surface Ownership Reports" for an estimated 6 parcels. KLJ will research title back a minimum of TWO DEEDS or as far back, as to produce a 20-year chain.
- h. Utility Coordination:
 - i. Once a preferred alternative is selected, KLJ will complete the following tasks. For the purpose of this Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
 - ii. Contact One Call of Wyoming to identify all utilities within the project limits and request mapping.
 - iii. Create a base map in ORD of all known utilities based on above ground facility data collected by KLJ during our ground survey.
 - iv. Create a point of contact list for each utility for project coordination.
 - v. Administer one utility information meeting with all impacted utility companies, the City and KLJ, to gather information on the complexity of the utility's facility and learn if relocation would be time consuming or costly. It is anticipated this meeting will occur when construction plans are approximately between 20 and 30 percent complete. KLJ will send a utility informational letter to each utility informing them of the meeting.
 - vi. Review information discussed at the utility information meeting and incorporate findings into the overall base file for the project and integrated into the 30% plan submittal.
 - vii. KLJ will meet with each of the internal City departments including water, wastewater and electrical to confirm location of said utility, discuss project utility impacts and relocation options. City utility impacts anticipated with the Scope of Services are outlined below.
 - 1. Sanitary Sewer Main
 - a. Potential conflicts with need for adjustment and/or relocation:
 - i. North of north abutment near Lincoln Street and Gurley Avenue. Sanitary sewer located within the roadway.
 - ii. Runs east/west under the bridge near south abutment at 3rd Street.
 - iii. South of south abutment within Gurley Avenue south to 7th Street. As well as perpendicular to Gurley Avenue on 4th Street.
 - 2. Water Main Design
 - a. Potential conflicts with need for adjustment and or relocation.
 - i. Running south of south abutment
 - ii. Running north of north abutment
 - iii. Water main parallels both sides of bridge to west and east.

3. Stormwater Design has been accounted for in the Drainage Impact Study Scope provided by TKDA.
- viii. KLJ will design sanitary sewer realignment, water main realignment, water fitting and hydrant replacement, storm drain design, limited curb and gutter, sidewalk, valley pans, and fillets will be incorporated into these drawings as necessary. KLJ will analyze potential conflicts with existing facilities and proposed surfacing prior to determining horizontal and vertical location. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft preliminary specifications.
- ix. Electrical coordination with the City of Gillette.
 1. Potential conflicts with need for adjustment and/or relocation.
 - a. 3 phase transmission east – two of them underground.
 - b. Single phase supporting secondary lights to west of bridge.
 - c. The South end of Gurley Avenue including under the bridge and south of south abutment.
 - d. North of north abutment.
- i. Survey
 - i. Once a preferred alternative is selected, KLJ will complete the following tasks. For the purpose of this Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
 - ii. Obtain Right of Entry permit from BNSF for survey within BNSF right-of-way via the BNSF Rail Permitting Portal. Costs associated with permitting are included in KLJ's scope of work.
 - iii. Provide commercial liability insurance identifying BNSF as an additional insured and includes railroad protective liability coverage. Costs of insurance coverage are included in KLJ's scope of work.
 - iv. Obtain e-RAILSAFE safety training for applicable KLJ staff requiring access to BNSF property. Costs associated with staff training and applications are included in KLJ's scope of work.
 - v. Coordinate a qualified flagger for survey work within 25 feet of an active track. Costs of insurance coverage and flagging services are included in KLJ's scope of work. Survey limits will include top of rail (TOR).
 - vi. KLJ will perform topographical survey of the base project area on Gurley Avenue between Lincoln Street and 5th Street. Topographic survey area will extend approximately ± 150 feet down all directions at intersections and approximately 10 feet past back of walk or curb, whichever is farther along corridor or fence if closer. Topographic survey limits will be extended to a minimum of ± 200 feet either side of existing road edges where possible.
 - vii. KLJ will complete a OneCall to locate utilities and collect marked utilities throughout the topographical survey.
 - viii. Storm and Sanitary sewer dips will be collected to determine elevation through extents of the project area.
 - ix. Establish local site control tied to city coordinates (minimum of four (4) control points for the project area)
 - x. Collect quickly found lot or boundary corners during completion of the topographic survey. This is not a complete and or through boundary survey.

- xi. Locate, mark and survey Bore Hole locations.
- xii. KLJ will set a minimum of ten (10) control points with three (3) in close proximity to each end of the bridge.
- xiii. Survey will be collected at the rail crossing on Brooks Ave and at the intersection of Brooks Ave and Warlow Dr, after temporary traffic improvements are identified to accommodate overpass construction.
- j. Geotechnical Engineering
 - i. AET will obtain Right of Entry permit from BNSF for survey within BNSF right-of-way via the BNSF Rail Permitting Portal. Costs associated with permitting are included in AET's scope of work.
 - ii. AET will provide commercial liability insurance identifying BNSF as an additional insured and includes railroad protective liability coverage. Costs of insurance coverage are included in AET's scope of work.
 - iii. Obtain e-RAILSAFE safety training for applicable AET staff requiring access to BNSF property. Costs associated with staff training and applications are included in AET's scope of work.
 - iv. Coordinate a qualified flagger for survey work within 25 feet of an active track. Costs of insurance coverage are included in AET's scope of work.
 - v. Once a preferred alternative is selected, geotechnical services will include:
 - 1. Preparation of a boring log of proposed soil borings needed to provide final pavement/foundation/retaining wall/subgrade prep recommendations for the preferred alternative.
 - 2. Obtain necessary RR access agreements, insurance, safety training, flagging, and other RR requirements necessary to conduct work within the RR ROW.
 - 3. Obtain soil borings necessary to provide final recommendations.
 - a. Perform a total of eight (8) Standard Penetration Test (SPT) borings at the site: two (2) at each embankment location, one (1) at each abutment location, and one (1) at each bent location to approximate depths of 60 feet.
 - b. Perform one (1) Standard Penetration Test boring to an approximate depth of 25 feet near the proposed pedestrian crossing.
 - c. Perform two (2) Standard Penetration Test borings to approximate depths of 25 feet near the drainage crossing at East 4th Street and North Gurley Avenue.
 - d. Install two (2) temporary 1-inch piezometers: one (1) at each embankment location, to a depth of approximately 60 feet below existing grade. Piezometers are included to gather accurate groundwater information for future design calculations. It is anticipated that site soils may require on the order of about one (1) week for groundwater to stabilize after drilling.
 - 4. Perform laboratory testing needed to support final geotechnical recommendations.
 - a. Recovered soil samples will be reviewed and laboratory testing such as moisture content, dry density, Atterberg Limits, gradation, percent passing No. 200 sieve, consolidation, unconfined compression, direct shear, Proctor, and California Bearing Ratio tests will be performed.
 - b. Samples will be classified using the Unified Soil Classification System and documented in boring logs.

5. Prepare a draft and final geotechnical report. Report will present findings of test borings, laboratory results, review of engineering properties of the on-site soils, and geotechnical engineering opinions and recommendations regarding:
 - a. Grading procedures to prepare the building areas for structural support, including comments on the suitability of the on-site soils for reuse as fill, as well as imported fill requirements.
 - b. Embankment construction procedures including material types, settlement analysis, recommended slopes and compaction requirements.
 - c. Drilled pier and driven pile soil parameters, end bearing and frictional capacity, estimates of foundation movement, lateral capacity, and preliminary WEAP analysis.
 - d. Foundation parameters for MSE walls, including soil bearing capacity, lateral earth pressures, and friction coefficients.
 - e. Foundation parameters for reinforced concrete box culverts including soil bearing capacity and estimates of foundation movements.
 - f. Foundations parameters for signal design.
 - g. Backfilling procedures, including material types and compaction requirements.
 - h. Trenching recommendations for support of new utilities.
 - i. Subgrade preparation for pavement support.
 - j. Asphaltic concrete (AC) and Portland Cement Concrete (PCC) pavement thickness recommendations including the use of geotextile, if warranted.
 - k. Comments on other items which may affect final performance or constructability.
 6. All borings will be completed using hollow stem auger and/or wash rotary drilling methods as required by site soils, with a truck-mounted drill rig and support vehicle.
 7. Samples will be collected using split-barrel, ring-lined barrel, or thin-walled tube methods, with field logs documenting drilling methods, sampling methods, Standard Penetration Values, preliminary soil classifications, and observed groundwater levels.
 8. Borings will be backfilled in accordance with state requirements, restore pavement surfaces, and make one additional trip after drilling to repair borings that may settle or slough.
 9. Boring locations, draft and final report will be reviewed by third-party geotechnical engineer (SK Geotechnical) for concurrence.
 10. For the purpose of this Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
- vi. Third-Party Geotechnical Reviews by SK Geotechnical
 1. Review of the boring plans prepared by AET.
 2. Review and response to draft and final geotechnical report prepared by AET.
 - k. Constructability Review
 - i. TKDA will perform constructability reviews at the following milestones:

1. Preferred Alignment Alternative
 2. BNSF Concept Plans
 3. Preliminary Plans (30%)
 - ii. Reviews will focus on general construction sequencing, staging, access, traffic control, utilities, drainage, schedule, cost, biddability, and overall construction risk.
 - iii. TKDA will develop a constructability review work plan that will be integrated into the QMP.
 - iv. Constructability review comments will be documented and tracked through resolution as the design advances via a constructability review comment log.
- I. BNSF Coordination
- i. TKDA will lead coordination efforts between the city, railroad and design team. This will include scheduling an initial railroad coordination meeting, coordinating submittals with railroad, assisting with review and response of railroad submittal review comments, and administration of a railroad action item and decision log. The coordination effort will focus on maintaining the project schedule, anticipating railroad concerns before they affect design progress, and documenting decisions, action items, and required follow-up through each phase of the project.
 - ii. The initial railroad coordination meeting will be utilized to establish railroad requirements including identifying schedule-critical review and approval items, coordinating railroad comments on design submittals, and assisting the team in resolving issues related to clearances, access, right-of-way, utilities, work windows, track protection, construction staging, agreements, and construction requirements.
 - iii. Submittals will be reviewed from the perspective of railroad requirements, including railroad coordination requirements, work windows, access limitations, track protection requirements, and plan elements that may affect railroad review or approval. RR coordination reviews will be completed in parallel with the constructability reviews. Comments will be documented and tracked through resolution as the design advances in conjunction with the constructability review comment log.
- m. Quality Control
- i. Deliverables will be reviewed in alignment with the QMP.
- n. Deliverables are anticipated to include:
- i. Alternatives Technical Memorandum
 - ii. Traffic Operations and Safety Report
 - iii. ICE Reports
 - iv. BCA Report
 - v. Existing Drainage Conditions Summary
 - vi. Drainage Overview Map
 - vii. Drainage Impact Study Report
 - viii. Temporary Drainage/Staged Plans
 - ix. BNSF Concept Plans
 - x. Preliminary Plans (30%)
 - xi. 30% Design Opinion of Cost
 - xii. Survey Base Map
 - xiii. Technical Geotechnical Memorandum of Preliminary Findings
 - xiv. Draft/Final Geotechnical Report
 - xv. Constructability review work plan and review comment log

- xvi. Railroad action item and decision log
- o. Assumptions:
 - i. Alternatives are limited to those identified in the Background section of this Scope of Services.
 - ii. The roadway and bridge typical section assumes a single driving lane in each direction (2-lane roadway section), along with a shared-use path and/or sidewalk, consistent with the 2026 Gurley Overpass Evaluation report prepared by HDR and the clarification provided in the RFP. If the traffic operations report recommends or warrants a continuous center left-turn lane, two driving lanes in each direction (4-lane section), or any other configuration that increases the number of driving lanes, such modifications are not be included in the current scope of work and will require a formal contract amendment.
 - iii. Project Scope of Services is based on design-bid-build delivery method. If City elects to move forward with an alternative delivery method, a contract amendment will be executed to cover the change in Scope of Services, Schedule and Budget.
 - iv. Prior studies, including the 2026 Gurley Overpass Evaluation Report and previous traffic forecasting work, will be available and suitable for use as baseline information.
 - v. Traffic counts beyond those identified herein are not included but can be integrated via a contract amendment.
 - vi. Utility identification will be based on One Call of Wyoming responses, available utility mapping, and above-ground facility data collected during KLJ's ground survey. Subsurface utility engineering and mapping service have not been included.
 - vii. For the purpose of the ROW, Utility, Survey and Geotechnical Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
 - viii. The City of Gillette Electrical Department will be coordinated with impacts and conflicts of one phase, three phase and electrical service lines. The City of Gillette will be completing the electrical design and their plans will be included in the overall issued for construction plans and specifications.
 - ix. Bridge type will be a straight deck girder bridge consisting of either prestressed concrete girders or steel girders. Each girder type will be evaluated as part of the bridge alternatives, with one girder type moving forward to final design.
 - x. Bridge substructures will be parallel, resulting in equal girder lengths.
 - xi. Bridge will carry two lanes of traffic with a shared-use path located on one side of the bridge. No cross-section changes will occur across the length of the bridge (width, cross slopes etc.).
 - xii. Design of lift stations and pumps are not included with this Scope of Services.
 - xiii. KLJ will submit electronic version of each deliverable to the City for review and comment.
 - xiv. Flagging services for survey work within BNSF ROW can be completed within a 3-day consecutive period.
 - xv. KLJ's preliminary design services do not include maintenance, repair, assessment, load rating, etc. of the existing bridge.
 - xvi. CAD Standards will follow KLJ's Standards.

- xvii. Boring locations are assumed to be accessible with a truck-mounted or track-mounted drill rig and support vehicle. Accessing boring locations may leave ruts; site restoration by the City or property owner is assumed, and no fee for site restoration is included.
- xviii. Wyoming One Call will locate public underground utilities, but private underground utilities and structures must be located by the City or property owner. The City or property owner is responsible for providing maps, plans, records, and a knowledgeable site representative for private utility locating. AET will rely on utility location information provided by others and will not be responsible for damages to utilities or structures that are not located or are incorrectly identified.

V. Final Design

a. Roadway

- i. KLJ will develop plans using Bentley OpenRoads Designer based on the approved alternative from preliminary design. Plan sheets are anticipated to include:
 - 1. Title Sheet
 - 2. General Project Location Layout
 - 3. Typical Sections
 - 4. Alignment Plan
 - 5. Alignment Tabulation
 - 6. Removal Plans
 - 7. Construction Plans
 - 8. Profiles (roadway profiles only)
 - 9. Cross Sections
 - 10. Quantity Tabulations
 - 11. Estimated Quantities
 - 12. Utility Tabulation / Matrix
 - 13. City Utility Plans, as required
 - a. Watermain
 - b. Sanitary
 - 14. Intersection Details (vertical)
 - a. ADA ramp designs
 - 15. Superelevation plans (if required)
 - 16. SWPPP plans
 - 17. Erosion Control plans
 - 18. Turf Establishment plans
 - a. Pavement Marking and Signing plans
 - b. Traffic Control Plans
 - c. Phasing Plans
 - d. Lighting Plans (as required)
- ii. Prepare plans, technical specifications, and opinion of probable cost per the submittal schedule outlined in the deliverables. Each submittal will be reviewed with the City and comments will be resolved and integrated into the subsequent submittal. Final plans will be signed by the consultant. Plans will be submitted to FHWA (as required) for and comments received will be incorporated or resolved.

b. Bridge

- i. KLJ will carry forward the preferred alignment alternative from preliminary analysis and incorporate comments from the preliminary design, NEPA document, and public engagement to finalize the bridge layout for the chosen alternative.

- ii. Prior to final design commencing, KLJ will provide a series of bridge design items for City review and approval. These items will address extending the bridge design life beyond standard expectations, as well as the associated increase in costs.
 - iii. Foundation Design – KLJ will design the foundations according to current Federal and WYDOT design standards including:
 - 1. Abutment Foundations
 - 2. Pier Foundations
 - iv. Substructure design – KLJ will design the substructures according to current Federal and WYDOT design standards including:
 - 1. Abutments – 1 type
 - 2. Piers – 2 types
 - 3. Bearings – 3 types
 - v. Superstructure design – KLJ will design the superstructure according to current Federal and WYDOT design standards including:
 - 1. Girders
 - 2. Deck
 - 3. Joints
 - 4. Barriers
 - 5. Approach Panels
 - vi. Other Structure Design – KLJ will design and detail the following miscellaneous structural items according to current Federal and WYDOT design standards including:
 - 1. One (1) design for embankment retention systems if retained embankments are ultimately part of the preferred bridge alternative. The embankment retention system will consist of one of the following types
 - a. Mechanically stabilized earth (MSE) walls, with architectural face panels.
 - b. Cast-in-place reinforced concrete retaining wall
 - 2. Two (2) separate signal or light pole foundation designs.
 - vii. KLJ will evaluate the structural sufficiency of the existing drainage structure for any impacts due to the preferred alternative.
 - 1. KLJ will develop replacement design and plans for up to 50 feet of the culvert if the existing structure is not structurally sufficient for the changed conditions of the preferred alternative.
 - viii. Structural design calculations to be reviewed following the project QMP and assembled into ordered volumes for review upon request.
 - ix. Prepare plans, technical specifications, and opinion of probable cost for preferred alternative. Submittal schedule is noted in deliverables.
- c. Aesthetics
- i. Prepare plans, technical specifications, and opinion of probable cost for preferred alternative. Submittal schedule is noted in deliverables.
- d. Utility Coordination and Relocation:
- i. Conduct a meeting with known utility companies that have a possible conflict with construction, the City and KLJ. Utility owners will be requested to submit detailed plans, schedules and estimates following the meeting. KLJ will submit a formal request for these documents via a Utility Relocation Plans Letter.
 - ii. KLJ will review the utility relocation plans, schedules and estimates prepared by utility owners and coordinate a follow-up meeting with the utility owners as needed to finalize relocation efforts prior to submission of the 75% utility plans.

- iii. Upon submission of the 95% PS&E documents, KLJ will contact One Call of Wyoming to confirm utilities within the project limits. KLJ will send a Utility Verification Information only letter to utilities within the project area for final notification of project scope.
- iv. KLJ will complete the design associated with the sanitary sewer and water main impacts as described in the Preliminary Engineering task. An overall project map, specifications and opinion of construction cost estimate based on the 95 percent design will be prepared submitted to the City of Gillette for review and concurrence.
- v. KLJ will address 95% submittal City review comments within the utility relocation (sanitary sewer and water main) plans and specifications to be incorporated into the final bidding documents.
- vi. KLJ will coordinate with the City of Gillette Electrical department for updates to impacts and conflicts. City of Gillette Electrical Department to complete their electrical design based on coordination, impacts and conflicts.
- vii. KLJ will submit necessary documents to WYDEQ for the Permit to Construct for water and sanitary sewer relocation including a technical memorandum, plans and specifications.

e. ROW

- i. KLJ will adhere to all applicable WYDOT processes, procedures, and requirements as well as the applicable standards of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) for acquisition needs.
- ii. Develop the anticipated right of way easements and plats for the project based on the construction limits generated from the 30% preliminary plan submittal.
 - 1. KLJ will prepare Right of Way descriptions for estimated 6 parcels along the route. KLJ will prepare legal descriptions of the easement parcels and provide them to City for review and approval prior to negotiations.
 - 2. KLJ will produce the following ROW documents that are to be provided by the City:
 - a. Easement Template/WD Template
 - b. Memorandum of offer
- iii. Once NEPA approval has been received, KLJ will begin working on the acquisition of the properties impacted by the proposed work.
 - 1. KLJ will meet and conduct negotiations for an estimated 6 parcels. It is anticipated that majority of contacts will be virtual and through the phone and mail. Any deviations from the approved offers will require advanced approval by City. After KLJ has obtained a signed easement, KLJ will contact county recorder and have signed easements recorded, recording fees will be paid by City. KLJ will create and maintain a detailed negotiator report outlining records of conversations with each landowner. KLJ will also manage an excel spreadsheet to keep track of landowner progress.
 - 2. When land valuation appraisals are required, KLJ will leverage the team of Zabel & Associates. The estimated total number of appraisals needed is 6.
- iv. Prepare easements and ROW plats and opinions of cost to be integrated into the 75% plan submittal.

- v. After Negotiations have been completed for a landowner, KLJ will assemble Right of Way packets for each landowner and send them to client. These Right of Way packets include:
 - 1. All signed Right of Way Documents
 - 2. Negotiator Report
 - 3. Surface Ownership Report.
- f. Constructability Review
 - i. TKDA will perform constructability reviews at the following milestones:
 - 1. Grading Plans (40%)
 - 2. Utility/ROW Plans (75%)
 - 3. BNSF Final Plans (90%)
 - 4. PS&E Plans (95%)
 - 5. Final Plans (100%)
 - ii. Reviews will focus on general construction sequencing, staging, access, traffic control, utilities, drainage, schedule, cost, biddability, and overall construction risk.
- g. BNSF Coordination
 - i. TKDA will continue to lead coordination efforts through the final design phase. Coordination efforts will focus on maintaining the project schedule, anticipating railroad concerns before they affect design progress, and documenting decisions, action items, and required follow-up through final design.
 - ii. Railroad action item and decision log prepared for the preliminary design phase will be updated and maintained through final design.
 - iii. Submittals will be reviewed from the perspective of railroad requirements, including railroad coordination requirements, work windows, access limitations, track protection requirements, and plan elements that may affect railroad review or approval. RR coordination reviews will be completed in parallel with the constructability reviews. Comments will be documented and tracked through resolution as the design advances in conjunction with the constructability review comment log.
 - iv. A Construction and Maintenance Agreement will be obtained and executed. Other permits identified as required ahead of construction by BNSF will be obtained prior to the start of construction.
- h. Quality Control
 - i. Deliverables will be reviewed in alignment with the QMP.
- i. Deliverables are anticipated to include:
 - i. Grading Plans (40%)
 - ii. Utility/ROW Plans (75%)
 - iii. BNSF Final Plans (90%)
 - iv. PS&E Plans (95%)
 - v. Final Plans (100%)
 - vi. Constructability review comment log
 - vii. Railroad action item and decision log
 - viii. Landowner Easement Tracking Spreadsheet
 - ix. All signed Right of Way Documents
 - x. Negotiator Report
 - xi. Surface Ownership Report
 - xii. Construction Maintenance Agreement
- j. Assumptions:

- i. For the purpose of the ROW and Utility Scope of Services, it has been assumed the Gurley Avenue Replacement On-Alignment is the preferred alternative. If one of the other alternatives is ultimately selected, KLJ will work with the City to develop a contract amendment to address modifications to Scope of Services.
- ii. KLJ will submit electronic version of plans, specifications and opinion of construction cost estimates associated with each deliverable to the City for review and comment.
- iii. Plan development for roadway and bridge in Bentley OpenRoads Designer (ORD).
- iv. Previously tested and approved MASH rated barriers will be utilized adjacent to vehicular traffic.
- v. Construction plans will facilitate traditional bridge construction. KLJ's design services do not include any accelerated bridge construction or alternative design methods, or any supplemental design services such as temporary bridge substructures, grading, roadway design or traffic control.
- vi. Eliminating expansion joints via an integral bridge will be evaluated, but it is assumed that expansion joints and appropriate fixed/ expansion bearings will be required.
- vii. Bridge Engineer-of-Record activities including shop drawing review, staging/ demolition plan review, final bridge load rating.
- viii. KLJ's design services do not include maintenance, repair, assessment, load rating, etc. of the existing bridge.
- ix. KLJ has assumed up to one (1) signalized intersection or roundabout to be designed at 4th and Gurley, plus up to 1 temporary traffic signal will be required for the project.
- x. KLJ assumes 1 plan set will be developed for the project.
- xi. Design of lift stations and pumps are not included with this Scope of Services.
- xii. KLJ assumes no improvements at Burma Ave at grade railroad crossing and assumes no work on Highway 59 outside of the signal modifications and ancillary improvements required for signal modifications. Additionally, KLJ assumes the overpass will be constructed on a Gurley Ave alignment.
- xiii. KLJ assumes up to 6 appraisals will be required for the overpass replacement.
- xiv. Relocation assistance, litigation and court testimony, review appraisals, attorney opinions, title opinions, and mineral titles are not included in KLJ's Scope of Services.
- xv. City shall provide standard templates for easement/WD and memorandum of offer to assist with ROW services.
- xvi. Recording fees for easements are not included in KLJ's Scope of Services.
- xvii. CAD Standards will follow KLJ's Standards.
- xviii. City of Gillette Electrical Department to complete the electrical design based on coordination, impacts and conflicts provided by KLJ such that electrical utility design services are not included in KLJ's Scope of Services.

VI. Permitting

- a. KLJ will use a tracking matrix for the permitting to assist our team and the City in understanding the required permits, approving agencies, current status, and any issues that may affect the schedule. Permits for the project are anticipated to include:
 - i. WYDEQ
 - 1. NPDES limitations will be documents, such as feasibility for infiltration, impaired/special waters, wellhead and drinking water protection areas, etc. During final design, stormwater pollution prevention plans (SWPPP) will be

developed to incorporate in the final plans. The SWPPP documents (including plans and calculations) will be submitted to the WYDEQ after City approval, which will be transferred to the Contractor upon award of construction contract. This permit and documents will assist in reducing pollutants in storm water discharges from the construction site, while following terms and conditions of the WYDEQ NPDES construction general permit.

ii. City of Gillette Municipal Separate Storm Sewer System (MS4) Permit

1. MS4 permits are required during construction, as NPDES compliance is required. The WYDEQ SWPPP permit will be tailored to accommodate the City MS4 as well to ensure Best Management Practices (BMP) are accounted for, Inspection schedules are clearly defined, and individuals who are responsible as well as any reporting procedures. The WYDEQ SWPPP will be submitted to the City of Gillette for comment and compliance with their MS4, prior to final submission to WYDEQ.

iii. USACE Section 404 Permit

1. KLJ will prepare draft and final applications for Local, State and Federal wetland impact permits in accordance with the Local, State and Federal laws, rules and regulations in effect at the time of the application. KLJ will represent the City of Gillette through the permitting process until the project receives USACE Section 404 authorization.

iv. Floodplain Permit:

1. TKDA prepare and submit a Floodplain Development Permit application for the project and address up to two (2) rounds of reasonable comments from the Floodplain Administrator.

b. Quality Control

- i. Deliverables will be reviewed in alignment with the QMP.

c. Deliverables are anticipated to include:

- i. WYDEQ Permit/SWPPP Plan)
- ii. MS4 Permit/SWPPP Plan)
- iii. USACE 404 Permit
- iv. Floodplain permit

d. Assumptions:

- i. Section 404 Permit is anticipated to fall under nationwide thresholds. No wetland mitigation is anticipated to be required. If wetland mitigation or an individual permit are required, KLJ will work with the City on a contract amendment to address this change in Scope.
- ii. One SWPPP would be completed to cover the project. WYDEQ permit submission would be completed to adhere to WYDEQ and City of Gillette MS4 standards.
- iii. Project is assumed to qualify for coverage under the applicable Construction General Permit and not required an individual permit.
- iv. Contractor training and compliance is excluded.
- v. Permit fees are excluded unless specifically identified.
- vi. One round of client review comments.
- vii. Required approvals are received in a timely manner.
- viii. Permit renewals are not included in the original scope and fee.
- ix. Construction monitoring and/or inspections are excluded.
- x. No floodway impacts are anticipated; therefore, a no-rise analysis is not included.

VII. Funding Acquisition

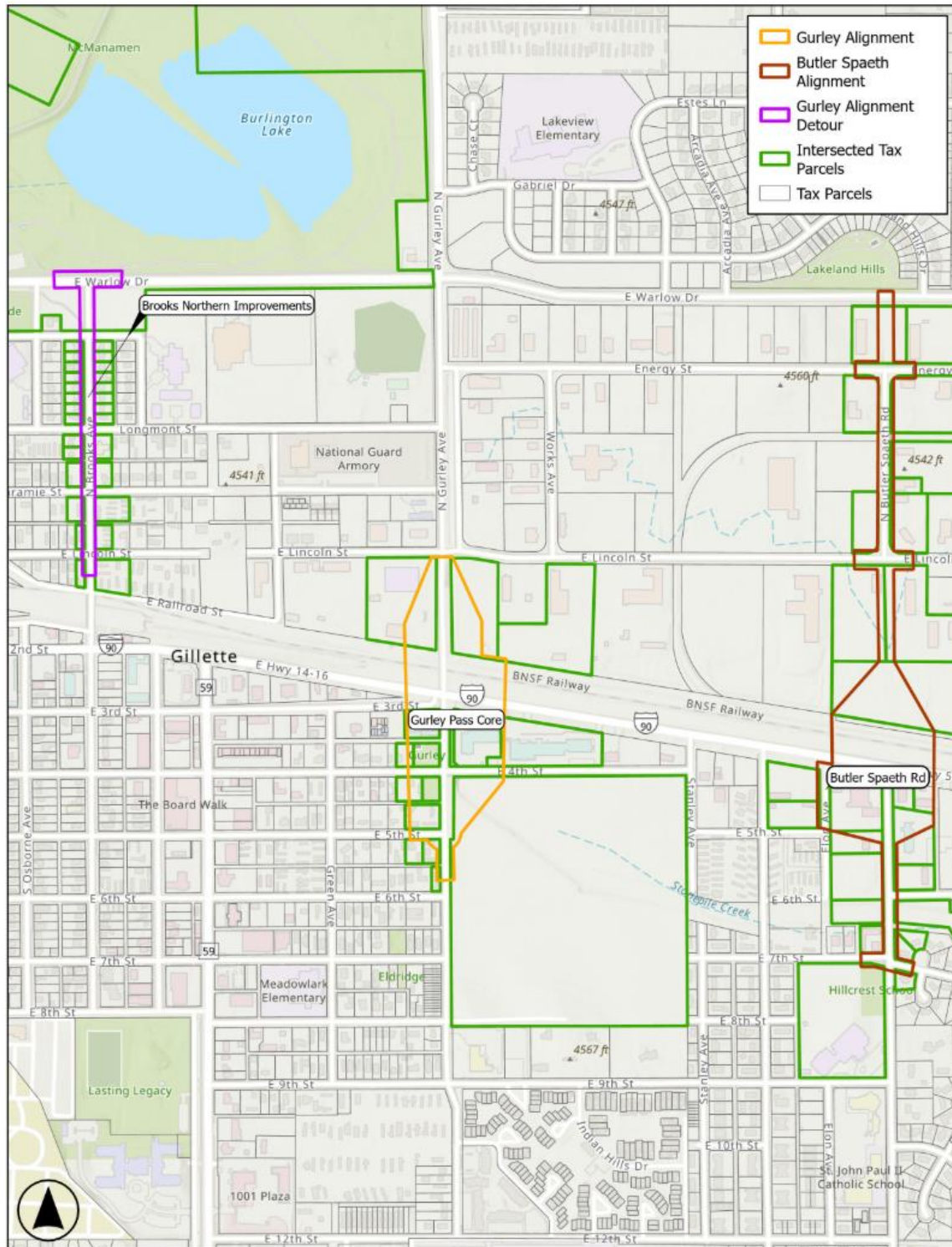
a. Preconstruction Grant Assistance

- i. Support the City with administrative tasks associated with the FHWA Grant FH24001 the City received for the planning and design of the project. The City will be responsible for reviewing and submitting documentation provided by KLJ in conjunction with these services. These services will be provided on an as needed basis. KLJ has budgeted 40 hours for a Government Relations Specialist III to assist with these services.
- b. Grant Development Services
 - i. KLJ will provide strategic funding guidance to help the City identify, evaluate and pursue federal discretionary opportunities available, including programs such as Bridge Investment Program (BIP), Better Utilizing Investments to Leverage Development (BUILD), Infrastructure for Rebuilding America (INFRA), and the USDOT Rural Surface Transportation Grant (RURAL) programs.
 - ii. Once the project achieves a status of 50 percent final design, KLJ will:
 - 1. Organize once monthly coordination calls/meetings with the City and other project partners to ensure alignment of schedule, content, and materials.
 - 2. Develop an initial alignment analysis of pending funding opportunities for the project to determine a best fit funding source(s) for the project.
 - 3. Develop an outline of pending Federal opportunities to initiate grant preparation and staging based on best available information and develop schedule for specific grant development efforts to prepare for imminent Federal funding opportunities.
 - 4. Coordinate with design team to obtain and coordinate information regarding the proposed project design, collection of data and technical information, and review of the grant applications.
 - iii. Develop up to three (3) Benefit Cost Analyses (BCAs) in accordance with the applicable Notices of Funding Opportunity (NOFO).
 - 1. Draft BCAs using NOFO/grant-based formulas and templates and data and analysis derived from the design work, existing conditions assessments, traffic/safety data, and other materials made available by the design team and the City.
 - 2. Prepare related detailed BCA narratives, spreadsheet-based calculations, and supporting technical memorandums documenting methods, assumptions, data sources, sensitivity tests, and results.
 - 3. Summarize key BCA findings for inclusion in each grant narrative.
 - iv. KLJ will prepare up to three (3) federal discretionary grant applications, which are anticipated to include:
 - 1. Review of current project development efforts and development of required narrative sections in alignment with the most likely set of NOFO evaluation criteria. KLJ will integrate technical content, cost estimates, schedule, design information, and readiness details provided by the design team and the City to complete grant application materials and related narratives responsive to NOFO merit criteria.
 - 2. Review and incorporate previous documentation from the FHWA funded planning and design application to ensure consistency with federal merit criteria.
 - 3. Review and update graphics illustrating project need, design intent, existing conditions, benefits, and other relevant features to strengthen the application.
 - 4. Summarize the project cost estimate and coordinate development of a funding plan for the Project.

5. Coordinate development of federal forms and application files required by the NOFO (e.g., SF 424 series, budget tables, certifications).
 6. Coordinate with the City and project partners to secure letters of support and documentation from governmental partners, congressional delegations, institutions, and community stakeholders.
 7. Provide final application materials for submission through Grants.gov or the relevant portal, with KLJ supporting City staff during the submission process. KLJ will coordinate with the City to prepare and assemble materials for submission. City staff are responsible for final approval of grant materials and submission.
- c. Construction Grant Services Administration
 - i. Support the City with administrative tasks associated with up to three (3) grant awards for construction of the project. This includes assistance as needed with grant obligation and contracting following award. The City will be responsible for reviewing and submitting documentation provided by KLJ in conjunction with these services. These services will be provided on an as needed basis. KLJ has budgeted 100 hours for a Government Relations Specialist III to assist with these services.
 - d. Quality Control
 - i. Deliverables will be reviewed in alignment with the QMP.
 - e. Deliverables are anticipated to include:
 - i. A maximum of three (3) Federal Grant Applications
 - ii. Administrative assistance with up to three (3) federal grant awards for construction, including assistance with grant obligation and contracting as needed/requested.
 - f. Assumptions:
 - i. The City will be responsible for final review and submission of grant applications and also grant reporting should awards be received.
 - ii. If additional federal/state grants are identified outside the maximum three (3) noted in the scope of work, these will require a contract amendment and/or revised task order.
 - iii. Grant administration services, both during design and for construction (should grants be awarded), are at the City's discretion. KLJ Government Relations staff will coordinate with City staff to ensure timely and accurate reporting.
 - iv. Hours noted herein for preconstruction and construction grant assistance are allotted for the City to use on an as needed basis. If additional hours are deemed necessary beyond those outlined herein, the City will be notified, and a contract amendment shall be approved prior to KLJ allocating additional time and budget to assist with these services.

This is **Appendix 1 to Exhibit A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Project Area Map



This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None.

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Payments to Engineer for Services and Reimbursable Expenses
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, Engineer’s Consultant’s charges, and fixed fee based on KLJ’s approved Federally Audited Rates (FAR) for WYDOT.
 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 \$2,482,420.00 based on the following estimated distribution of compensation:

a. Project Management	\$331,335.00
b. Environmental Documentation	\$94,800.00
c. Public Engagement	\$67,365.00
d. Preliminary Engineering	\$1,019,500.00
e. Final Design	\$863,905.00
f. Permitting	\$18,505.00
g. Funding	\$87,010.00
 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.
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: 192.18. 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 (12 percent) 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.

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. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. *Factors:* The external Reimbursable Expenses and Engineer's 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.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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:

Air Transportation		at cost
Meals and Lodging		at cost
Postage		at cost
Equipment Rental		at cost

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

Insurance

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

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$2,000,000
 - 2) Bodily injury by disease, each employee: \$2,000,000
 - 3) Bodily injury/disease, aggregate: \$4,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$2,000,000
 - f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$4,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

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, 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:

1. The acts, errors, omissions, conduct, or 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.

- 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 applicable 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.

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.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 21, 2026

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Senator Mike Enzi Memorial Overpass

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

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

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER: City of Gillette

ENGINEER: KLJ Engineering LLC

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Council Consideration of a Professional Services Agreement for the City of Gillette Parks Master Plan, with Tallgrass Landscape Architecture, LLC, in the Amount Not to Exceed \$250,000.00 (1% Fund).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for the City of Gillette Parks Master Plan, with Tallgrass Landscape Architecture, LLC, in the Amount Not to Exceed \$250,000.00 (1% Fund).

CASE BACKGROUND:

The Agreement is to create a new city-wide Parks Master Plan for the City of Gillette. These services will include current park system inventory, public engagement, connectivity analysis, programming models, fiscal sustainability fee and revenue policy, ADA compliance, and more, ensuring the Comprehensive Plan is a relevant guidebook for the City Council and community for years to come.

HISTORY: The existing Parks Master Plan was done in 2009; with Pathways Master Plan done in 2022.

WHY: The existing Parks Master Plan is 17 years old and has surpassed its useful life.

SCHEDULE: This project is anticipated to begin July 2026 and be completed in July/August 2027.

ACTUAL COST VS BUDGET:

The Professional Services contract is fully funded from the 1% Fund for \$250,000.00 in FY27.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Agreement](#)



STANDARD FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

This Standard Form Contract for Professional Services (this "Agreement") is made as by and between Tallgrass Landscape Architecture, LLC, of 413 North 4th Street, Custer, SD 57730 ("Tallgrass") and the Client (identified below) for professional services provided to Client in connection with the Project identified below. This Agreement shall be dated as of the date of the last signature below.

1. Client Information

City Planning Division, City of Gillette ("Client")

☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☒ MUNICIPALITY ☐ GOVERNMENT OR ☐ OTHER

201 E 5th Street, Gillette, WY 82716

ADDRESS

Meredith Duvall, MCRP (MURP), MA

City Planning & Code Compliance Manager 307.686.5281

meredithd@gillettewy.gov

CONTACT PERSON

PHONE NUMBER

EMAIL

2. Project Information

Project Name: **Parks Master Plan**

Project Location: **Gillette, Wyoming**

Project No. 2026-014

Client Project No.

Other Information: **NA**

3. Services

Subject to the terms and conditions contained herein, Tallgrass hereby agrees to provide the services (the "Services") more fully detailed on the attached Exhibit A. The Services provided hereunder, taken collectively, may sometimes be referred to as the "Project". Tallgrass is expressly permitted to utilize its own employees or to engage subcontractors for the performance of the Services, as determined in Tallgrass's sole discretion.

4. Ownership and Use of Deliverables

4.1 Ownership and License

Any and all reports, master plan documents, GIS data, maps, graphics, and spreadsheets ("Work Product") developed by Tallgrass and its Subconsultants in connection with this Project shall remain the intellectual property of Tallgrass. Subject to full payment of the Project Cost and all other amounts owed to Tallgrass hereunder, Tallgrass grants the Client a permanent, irrevocable, non-exclusive, royalty-free license to use, reproduce, publish, and distribute the final deliverables for municipal planning, funding applications, and community purposes.

4.2 Digital and Editable Files

Upon project completion, Tallgrass shall provide the Client with final digital copies of the Master Plan document and associated GIS/mapping shapefiles. The Client may utilize these editable files to update maps, track plan implementation, and support future planning initiatives.

4.3 Reuse and Release of Liability

The Work Product is prepared specifically for this Project, and the conditions present at the time of delivery. Any reuse or modification of the Work Product by the Client or others for purposes outside the original scope of this Agreement, or any subsequent alteration of the GIS data or maps without the written involvement of Tallgrass, shall be at the Client's sole risk. The Client agrees, to the extent permitted by law, to release and hold Tallgrass and its Subconsultants harmless from any and all claims, damages, or liability arising out of such unauthorized reuse, modification, or alteration.

5. Payment for Services; Reimbursement of Expenses

In exchange for the Services provided hereunder, Client agrees to pay Tallgrass the sum listed in Exhibit B (the "**Project Cost and Payment Schedule**"), which Project Cost may be subject to adjustment as provided for in this Agreement. The Project Cost shall be due and payable as provided for in Exhibit B. Any late payment shall accrue interest at a rate of 1.5% per month until paid in full.

In addition to the Project Cost, Client agrees to promptly reimburse Tallgrass for certain Reimbursable Expenses upon receipt of an invoice therefor. Reimbursable Expenses include items identified in Exhibit B PROJECT COST AND PAYMENT SCHEDULE. All charges for Reimbursable Expenses shall be at Tallgrass's cost, plus an administrative fee of 0%. If Client fails to reimburse Tallgrass for the Reimbursable Expenses within 45 days of the receipt of an invoice, such expenses shall accrue interest at a rate of 1.5% per month until paid in full.

If the Project has not been completed within 15 months of the date of this Agreement through no fault of the Tallgrass, the Project Cost shall be equitably adjusted, signed, and agreed upon by both parties for the basis and expected length of extension and cost thereof..

6. Subconsultants

- 6.1 Authorization to Engage Subconsultants:** The Consultant (Tallgrass) may engage subconsultants, specialized firms, or independent contractors (collectively, "Subconsultants") to perform specific portions of the Services required under this Agreement, including but not limited to engineering, public engagement facilitation, and GIS mapping. The City hereby acknowledges and approves the engagement of KLJ Engineering LLC as an approved Subconsultant for this Project.
- 6.2 Responsibility for Subconsultants:** The Consultant shall remain fully responsible to the City for the performance, acts, errors, and omissions of all Subconsultants, just as the Consultant is responsible for its own actions and employees. The engagement of a Subconsultant shall not create a contractual relationship between the Subconsultant and the City, nor shall it relieve the Consultant of any duties, responsibilities, or obligations under this Agreement.
- 6.3 Compliance with Main Agreement:** The Consultant agrees to bind every Subconsultant to the applicable terms and conditions of this Agreement, including but not limited to provisions regarding insurance, indemnification, standard of care, public records compliance, and confidentiality.
- 6.4 Coordination and Payment to Subconsultant:** The Consultant shall be solely responsible for coordinating all work performed by Subconsultants and for ensuring timely payment to all Subconsultants. Subconsultant fees shall be billed to the City through the Consultant in accordance with the Fee Schedule attached as Exhibit B.

7. Performance Schedule

The schedule for the performance of the Services under this Agreement is provided in the Performance Schedule attached hereto as Exhibit C, as adjusted from time to time as permitted under this Agreement. Significant schedule changes (greater than 60 days) may require proportionate reasonable adjustment of the fee.

8. Change Orders

Any changes to the scope of the Services shall be documented in a written change order (the "Change Order") signed by Tallgrass and Client and attached to this Agreement. The Change Order shall identify in reasonable detail the change to the scope of Services and any corresponding change to the Project Cost, including timing of payment of the increase. Any Change Order shall be in substantially similar form as that attached hereto as Exhibit D.

9. Insurance

Before commencing the Services to be performed under this Agreement, Tallgrass shall procure and maintain until completion and final acceptance of the Services, at no cost to the Client, the following types and amounts of insurance.

Tallgrass shall furnish a certificate of insurance on the ACORD form documenting that it has obtained a professional liability insurance policy, including environmental coverage, with the limits listed below for negligent acts, errors or omissions.

The professional liability insurance shall remain in effect during the entire duration of this Agreement and for at least three (3) years following substantial completion of the Project.

Coverage	Liability Limits
○ Professional Liability <i>per claim/annual aggregate</i>	\$1,000,000/2,000,000
○ General or Business Liability <i>per occurrence/aggregate</i>	\$2,000,000/\$4,000,000
○ Comprehensive Automobile Liability <i>per accident (to include owned, non-owned and hired vehicles)</i>	\$500,000
○ Workers Compensation	Statutory limits
○ Other	NA

Each of the policies for the insurance mentioned above shall be issued by an insurance company or companies satisfactory to Prime Consultant and shall contain a provision that coverages will not be cancelled or non-renewed until at least thirty (30) calendar days' prior written notice has been given to Prime Consultant. Except with respect to statutory workers' compensation and employers' liability insurance and professional liability insurance, such insurance policies shall name Prime Consultant and the Client as additional insureds.

10. Client Responsibilities

Client agrees to cooperate with Tallgrass as reasonably necessary for Tallgrass to perform the Services contracted hereunder, including (i) providing Tallgrass data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project; (ii) providing Tallgrass and Tallgrass's employees and subcontractors with full, free, and safe access to the Project Locations; (iii) promptly responding to questions related to the Project; (iv) promptly responding to written requests; and (v) cooperating as reasonably requested by Tallgrass on actual needs required to provide the Services and to facilitate the completion of the Project. Tallgrass shall be entitled to rely on the accuracy and completeness of information provided by the Client.

11. Standard of Care; Disclaimer of Warranties

Tallgrass shall perform the Services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality

under the same or similar circumstances. Tallgrass represents that it and its employees have and shall maintain throughout the performance of the Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

Tallgrass shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by Tallgrass as a part of the Services, opinions of probable construction costs are based on Tallgrass's familiarity with the landscape construction industry and are provided only to assist Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts are negotiated.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED FOR ABOVE, TALLGRASS HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CLIENT HEREBY WAIVES ANY RIGHT TO RECOVER OR REQUEST COMPENSATION FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, SECONDARY, OR PUNITIVE DAMAGES, LOSS OF USE, DIMINUTION IN VALUE, OR DAMAGES FOR AGGRAVATION, PERSONAL INJURY, OR PAIN AND SUFFERING. IN NO EVENT SHALL TALLGRASS BE LIABLE TO CLIENT IN EXCESS OF THE TOTAL PROJECT COST.

12. Independent Contractor

Tallgrass is being hired as an independent contractor and not an employee or agent of Client. Neither party shall have the right or authority to act on behalf of the other or bind the other party in any way. Tallgrass shall have the exclusive control of the manner and means of performing its obligations under this Agreement.

13. Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if Tallgrass gives Client prompt written notice of such event, then the obligations of Tallgrass shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, material delays or work stoppages. Tallgrass shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

14. Dispute Resolution

- 14.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation before initiating litigation. The mediation shall be conducted by a mutually selected mediator. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties

agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

14.2 Each party reserves the right to seek final resolution in a court of law of competent jurisdiction.

14.3 Nothing in these provisions shall be interpreted to limit rights or remedies not expressly waived under applicable lien laws.

15. Termination

This Agreement may be terminated by either party if the other party fails to substantially perform any material provision, term, or condition of this Agreement; provided, however, prior to such termination the defaulting party shall be provided written notice detailing the default and shall be given no less than seven (7) days to cure the default before such termination is effective. Furthermore, if such default is not of a nature that it can be cured within the seven (7) days, as long as the defaulting party commences to cure the default within the time period and diligently pursues to cure the default, this Agreement shall remain in full force and effect.

If the Client terminates this Agreement pursuant to the above, Tallgrass's only liability to Client shall be to refund any unearned portion of the Project Cost which has already been paid to Tallgrass (based on percentage completion), if any, which amount shall be returned to Client within 30 days of the termination of this Agreement.

If the Tallgrass terminates this Agreement pursuant to the above, Client shall immediately pay to Tallgrass any and all amounts outstanding under this Agreement.

16. Miscellaneous

16.1 Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

16.2 This Agreement may be executed by email or facsimile and in one or more counterparts.

16.3 This Agreement supersedes all proposals and negotiations and constitutes the entire agreement between Tallgrass and Client with respect to the Services.

16.4 This Agreement can only be modified by written agreement of Client and Tallgrass.

16.5 Applicable Law/Venue. The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement shall be in the Courts of the State of Wyoming, and the parties hereby consent to the jurisdiction of such courts.

- 16.6** In the event that one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected.
- 16.7** Neither party shall assign their interest in this Agreement without the express written consent of the other, except to the assignment of proceeds.
- 16.8** Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against Tallgrass.
- 16.9** The following Exhibits are incorporated in and made a part of this Agreement:
- | | |
|-----|----------------------|
| “A” | Services |
| “B” | Payment Schedule |
| “C” | Performance Schedule |
| “D” | Change Order Form |
- 16.10** If a dispute shall arise between the parties, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable expenses incurred in resolving such dispute, including reasonable attorney’s fees and out of pocket costs.
- 16.11** Governmental Immunity. City does not waive governmental immunity by entering into this Agreement and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution, force majeure, and similar provisions will not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement will not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity will be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain immunity in actions based on contract under this provision.

17. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date of the last signature below.

CLIENT:

Signature: _____

Printed Name: _____ Date _____

TALLGRASS:

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

By: Matt Fridell, ASLA

Signature: 

7/14/2026

Its: Owner/Vice-President/Landscape Architect

Date

EXHIBIT A

SERVICES

Services. The Services to be provided under this Agreement are:

Phase 1: Initiation & Discovery

Focus: Project alignment and data foundation.

- **Project Charter & Management:** Establish communication protocols, internal schedules, and billing procedures. (KLJ participation)
- **Comprehensive Plan Audit:** Review the 2025 Comprehensive Plan and reference documents (2009 PMP, 2019 ADA Plan, etc.) to ensure direct policy alignment. (KLJ participation)
- **Initial GIS Setup (KLJ):** Inventory existing City data, prepare base maps on ESRI platforms, and establish the GIS workspace for the project duration. The scope/management approach will reflect a single point-of-contact system on the City's GIS team to handle data migration (specifically sharing their existing trail, sidewalk, pathway rating layers, parks, contours, utilities, wetlands, floodplains, and aerial imagery). Tallgrass/KLJ will mirror this with an assigned GIS specialist.
- **Public Engagement Strategy:** Finalize the "Roadmap for Input" including specific dates for workshops, charrettes, and digital deployment. (KLJ participation)
- **Meeting Summary:** (1) in person Owner Team meeting. Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed, KLJ GIS Team Virtual Meeting with City GIS Staff
 - General Meeting Notes applying to subsequent phases:
 - TLA In Person meetings will always be Matt or Tanya, or both.
 - Other TLA staff will attend as needed.
 - TLA records and transcribes all meetings.
 - TLA may attend Biweekly Meetings In-Person during the year as desired.
 - KLJ PM will attend owner meetings virtually unless noted.
 - Local KLJ staff will always be welcome to attend in-person meetings but are not required unless noted.
- **Milestone: Project Charter & Execution Plan.** A signed-off document outlining the schedule, communication protocols, and the finalized engagement strategy. (KLJ participation)

Phase 2: System Inventory

Focus: The "All-Inclusive Review" of current physical assets.

- **Field Assessments:** On-site evaluation of park land and infrastructure using a preliminary draft of the Inventory Atlas. (KLJ participation)
- **Infrastructure & ADA Audit:** Identify site-specific accessibility improvements and assess the condition of existing facilities (playgrounds, shelters, trails). Review city ADA audit efforts. Hold meeting with City Staff to discuss.
- **Inventory Atlas:** Creation of a high-level visual catalog of all current park holdings. Create an overall exhibit showing all the park and trail locations and an individual exhibit for each park.
- **Level of Service (LOS) Analysis:** Evaluate current park acreage and amenities against national standards and local population needs.

- **Park Typology Creation:** Define specific park categories (Neighborhood, Community, Regional) and associated programming expectations. Evaluate each park's typology and identify passive and active recreation space.
- **Connectivity Models:** Map and analyze park land connectivity, identifying gaps in the pathway/trail system. Sidewalk systems will not be included in this scope. (KLJ participation)
- **Resource Analysis (Operations Gap Analysis):** Analyze current staffing and labor patterns to identify opportunities to "group programming" and reduce maintenance burdens. This effort includes a standalone meeting with the Parks Maintenance team to specifically evaluate current maintenance capacities, reservation systems, and revenue/fee structures (such as checking "willingness to pay" models).
- **Fee Structure Analysis:** Review current rental fees for shelters and fields to ensure fiscal sustainability.
- **Meeting Summary:** On-site for Field Assessments, (1) in-person Owner Parks Maintenance Team Meeting, (1) in-person Owner Parks Team meeting/presentation, Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed, (1) Parks Maintenance Team Meeting/Interview
- **Milestone: The System Inventory Atlas.** A draft of the comprehensive visual and data-driven report/chapter of "The State of the Parks" presented to City Staff for verification. (KLJ participation)

Phase 3: Public Engagement I (Listening)

Focus: Launching digital tools and identifying community values.

- **Stakeholder Interviews:** Targeted sessions with City Council, Planning Commission, Parks Board, and key community organizations and leaders. (KLJ participation)
- **Website Launch (KLJ):** Deployment of an interactive website, using the Social Point platform, with ability to link to the City's ESRI StoryMap to serve as the project's digital hub. The Social Point project website can easily be translated into Spanish, by clicking at the top of the project page.
- **Initial Public Input:** Facilitate first round of open houses/surveys to define the community's vision for how parks define Gillette's unique "Wyoming Quality of Life." (KLJ participation). This includes 1-2 summer month events.
- **Input Documentation & Metrics:** Consolidate public input, survey data, photos of events, and into a direct documentation of the surveys, events, and interviews.
- **Meeting Summary:** (5-7) in-person stakeholder meetings (TLA and KLJ) over a day or two. 3 Open House or Event meetings, Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed, 1 or 2 Summer 2026 Preliminary Engagement Events (Softball Tournament).
- **Milestone: The Community Vision Memo.** A summary report and digital data set capturing the raw public input and "Wyoming Quality of Life" definitions. (KLJ participation)

Phase 4: Concepts & Operations

Focus: Strategic planning and fiscal sustainability. Synthesizing data into actionable management and design strategies.

- **Note:** This phase is truly a natural continuation of the System Inventory Phase, where solutions start to be proposed and evaluated. Work completed in previous phases may be expanded and

reevaluated based on our continued efforts to understand and correctly analyse the existing asset.

- **Public Input Integration:**
 - Synthesis of Community Values: Analyze and weigh the qualitative data from the Phase 3 workshops and Social Point engagement to identify priorities for the Gillette community.
 - Gap-to-Vision Calibration: Compare the physical gaps identified in the Phase 2 Inventory against the community's stated priorities to ensure that proposed capital projects are both technically necessary and publicly supported.
 - "The Why" Documentation: Create a clear "nexus" between public feedback and the specific solutions being proposed in the draft roadmap.
- **Optimized Typology Framework:**
 - Transition from "defined categories" to a Prescriptive Standard and how to balance the types and overall system.
 - Develop specific "Amenity Menus" for each typology that dictate exactly what a park must have and should not have, preventing over-development and ensuring regional consistency.
- **The Connectivity Strategy (The "Gap-Fill" Plan):** (KLJ participation)
 - Prioritizing physical interventions.
 - Identify specific crossing improvements, "missing link" trail segments, and safety enhancements required to transform the current park collection into a unified system.
- **Operational "Group Programming" Models:**
 - Propose a Maintenance-First Design approach.
 - Based on the Phase 2 labor analysis, develop "clustered" service models where high-intensity maintenance tasks (like irrigation, specialized turf care, or trash collection) are geographically grouped to reduce travel time and equipment wear.
- **Fiscal Revenue Policy:**
 - Develop a Cost-Recovery Model for park rentals.
 - Propose updated fee schedules for shelters, fields, and permits that balance community affordability with the actual labor/utility costs identified in the Phase 2 audit.
- **Park Options and Alternative Design:**
 - **Concept Layouts and Approaches:** Development of spatial and programming concepts for up to (three) different (not regional) parks. The detailed alternative design graphics will focus on selecting one park from each of the remaining two main typologies (neighborhood/pocket/community), optimizing the team's visual resource allocation.
 - **Graphics Visualizations:** Representing these options graphically for presentation in Phase 5. This includes plan and perspective renderings.
- **ADA Transition Pathway:** (KLJ participation)
 - Analyze the site-specific barriers found in Phase 2 to create a Phased Compliance Schedule.
 - Prioritize retrofits based on park hierarchy and "connectivity impact," ensuring the City tackles the most critical accessibility gaps first. Consider use of a hierarchical priority methodology the city can continue to use / implement over time.
- **Event: Design Team and Owner Charrette:** (KLJ participation)

- A full day meeting of design team and staff to review the full suite of solutions being developed in this phase.
- This meeting should occur mid-phase in Gillette, in a big room so we can spread out and talk over what we are finding, what staff sees we are missing, and together find relevant and useful innovation.
- **Meeting Summary:** (1) in person Owner Team (Add Parks Staff) meeting with TLA, KLJ. Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed
- **Milestone: The Systems Solution Brief.** A presentation to the Parks Committee that shifts the conversation from "what we have" to "how we solve it." This brief provides the draft logic for the final Roadmap, including the proposed Fee Schedule, the Connectivity Priority Map, and the Labor Efficiency Model. (KLJ participation)

Phase 5: Public Engagement II (Testing)

Focus: Refining ideas through interactive "Choice" modeling.

- **"Did We Hear You Right?" Charrettes:** Design-intensive workshops where the team presents initial concepts for feedback. (KLJ participation)
- **Preference Surveys:** Use visual preference tools (physical and digital) to narrow down desired park amenities and typology standards. (KLJ participation)
- **Alternative Design Opportunities:** Explore non-traditional park designs that fit Gillette's context.
- **Parks Operations Strategies:** Explore or survey the public's perception of maintenance, management, and operational strategies developed with the staff.
- **Meeting Summary:** (3) Open House or Event meetings (TLA + KLJ Local Staff), Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed
- **Milestone: The Preferred Direction Report.** A document confirming community support for specific design concepts and project priorities before drafting the full plan.

Phase 6: Draft Master Plan

Focus: Building the plan.

- **Capital Improvement Plan (CIP):** Develop a prioritized list of projects with non-binding cost estimates. (KLJ participation)
- **Implementation Matrix:** Create a step-by-step "roadmap" for Staff, including short-term wins and long-term legacy projects. (KLJ participation)
- **Draft Report Assembly:** Integration of all analysis, maps, and engagement data into a cohesive draft document.
- **Meeting Summary:** Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed
- **Milestone: The Preliminary Draft Master Plan.** Delivery of a 90% complete document for internal City Staff review.

Phase 7: Public Engagement III (Verification)

Focus: Final consensus and political adoption.

- **Final Presentations:** Formal presentations to the Parks Board, Planning Commission, and City Council. (KLJ participation)
- **Public Feedback Loops:** A final "review period" for the draft document to ensure community transparency before adoption. (KLJ participation)

- **Refinement:** Incorporate final edits from City Staff and political leadership. (KLJ participation)
- **Meeting Summary:** (2-3) in person presentations to City by TLA, Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed
- **Milestone: The Resolution of Support.** A formal recommendation for adoption from the Parks Board and/or Planning Commission. (KLJ participation)

Phase 8: Finalization

Focus: Delivery of high-quality, defensible products.

1. **Final Report Delivery:** Production of the comprehensive Master Plan (300+ pages) in digital and high-quality "formal bound" print formats.
2. **GIS Data Package (KLJ):** Delivery of all project data in ESRI-compatible formats for seamless integration into City Planning and GIS systems.
3. **Executive Summary:** A condensed, graphic-heavy "Essential Daily Tool" version for quick reference by Staff and community leaders.
4. **Meeting Summary:** (1) Final Meeting with Core Team, Biweekly Virtual Owner Meetings, Ad Hoc Design Team Meetings As Needed
5. **Milestone: The Final Project Package.** Hand-delivery of bound reports and the "Close-out" GIS data transfer to the City Planning & GIS Manager.

Deliverables Summary

1. **Ongoing Deliverables:** Agendas, Minutes, process graphics, and other media to support the development of each phase of work.
2. **Digital:** Interactive Social Point, ESRI GIS Data Package, Full PDF Master Plan.
3. **Physical:** High-quality bound reports, large-format presentation boards for public meetings.
4. **Meetings:** 3 Major Public Engagement milestones, multiple Stakeholder/Board sessions, and bi-weekly Staff coordination calls. Full list itemized in each phase above.

Supplemental Services. In addition to the above, Tallgrass agrees that when requested by Client, Tallgrass will perform the following supplemental services (the "Supplemental Services"), which shall entitle Tallgrass to additional compensation in addition to the Project Cost (the "Supplemental Costs"). The Supplemental Costs shall be mutually agreed to between Tallgrass and Client before Tallgrass is obligated to perform the Supplemental Services. Supplemental Services under this Agreement expressly include, but are not limited to the following:

- **Extended Public Engagement & Facilitation**
 - **Additional Public Meetings:** The Project Cost includes a specific allotment for public workshops as defined in Phases 3, 5, and 7. Any additional in-person public meetings, open houses, or town halls requested by the Client beyond the baseline schedule shall be billed as a Supplemental Service.
 - **Specialized Board & Committee Presentations:** Preparation for and attendance at additional meetings with City Council, Planning Commission, or the Parks Board that exceed the milestones outlined in this Project Phase Summary.
 - **External Stakeholder Charrettes:** Facilitation of private workshops or focus groups for specific interest groups (e.g., youth sports associations, environmental groups, or private developers) not explicitly listed in the standard Public Engagement Strategy.

- **II. Advanced Visualization & Marketing Materials**
 - **Photorealistic 3D Renderings:** While the standard scope includes planning-level graphics and character imagery, the creation of high-fidelity, photorealistic 3D architectural renderings or "fly-through" animations for specific park sites or capital projects shall be considered Supplemental.
 - **Custom Branding & Identity Design:** Development of unique logos, color palettes, or specialized "branding packages" for the Gillette Parks system or individual flagship parks beyond standard document formatting.
 - **Physical Scale Models:** The creation of 3D-printed or hand-crafted physical scale models for site-specific public display or fundraising purposes.
- **III. Technical Data & Engineering Depth**
 - **Site-Specific Civil Engineering/Surveying:** Topographic surveys, wetland or floodplain delineations or analysis, geotechnical investigations, ADA analysis or playground safety inspections, or detailed civil engineering construction documents for specific CIP projects identified during the master planning process.
 - **Grant Writing & Application Support:** Assistance with the preparation and submittal of state or federal grant applications (e.g., LWCF, RTP, or ARPA-related funding) to implement projects identified in the roadmap.
 - **Expanded GIS Data Integration:** Requests for KLJ to perform advanced data modeling or integration into non-ESRI platforms, or the creation of custom web-applications beyond the standard Project Social Point, and GIS Data Package.
- **IV. Regulatory & Legal Support**
 - **Annexation & Zoning Support:** Professional services related to the legal annexation of new parkland or site-specific rezoning applications required to execute the Master Plan vision.
 - **Environmental Remediation Studies:** Phase I or Phase II Environmental Site Assessments (ESAs) for potential parkland acquisitions or redevelopment sites.

Changes to Services. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because Client changes to previous Project budget parameters or Project requirements.

EXHIBIT B

PROJECT COST AND PAYMENT SCHEDULE

1. Payment Schedule:

Invoicing and progress tracking will be structured by phase to ensure strict adherence to the allocated budget.

Phase	Description & Key Labors	% of Budget	Budget
1. Initiation & Discovery	Kick-off, Comp Plan audit, initial GIS setup (KLJ), public engagement strategy, and Project Charter.	8%	\$18,654.66
2. System Inventory	Field assessments (ADA/Infra), Inventory Atlas, and LOS Analysis.	19%	\$46,672.08
3. Public Engagement I	Website/Social Point launch (KLJ), Stakeholder interviews, and initial public engagement.	12%	\$29,563.84
4. Concepts & Ops	Connectivity models, Staffing/Ops gap analysis, and "Resource Streamlining."	20%	\$46,426.96
5. Public Engagement II	"Did We Hear You Right?" Charrettes and preference surveys.	13%	\$32,509.68
6. Draft Master Plan	CIP, Implementation Matrix, and Roadmap drafting.	15%	\$37,563.68
7. Public Engagement III	Final board presentations and public feedback loops.	7%	\$17,156.24
8. Finalization	Final Report assembly (300+ pages style), GIS data package delivery.	6%	\$15,116.48
TOTAL		100%	\$246,275.14

2. Hourly Rates:

The project budget is based on our standard hourly rates, which are provided herein to establish the basis for any mutually agreed-upon changes in scope or additional services.

Tallgrass Landscape Architecture, LLC

Personnel	Unit	2026	2027
Principal Landscape Architect	hour	\$ 146.26	\$ 150.64
Senior Landscape Architect	hour	\$ 146.26	\$ 150.64
Landscape Architect	hour	\$ 118.45	\$ 122.00
Landscape Architect in Training	hour	\$ 87.55	\$ 90.17
Office	hour	\$ 63.65	\$ 65.56

KLJ Engineering

Personnel	Unit	2026	2027
Drafter	hour	\$ 145.00	\$ 150.00
GIS Analyst	hour	\$ 155.00	\$ 160.00
Public Engagement Strategist	hour	\$ 125.00	\$ 165.00
Engineer	hour	\$ 180.00	\$ 185.00
Senior Engineer	hour	\$ 225.00	\$ 230.00
Senior Project Manager	hour	\$ 275.00	\$ 280.00
Office	hour	\$ 112.00	\$ 115.00

3. Reimbursables

We set aside roughly **\$5,700.00** within this budget total for travel (lodging/mileage) and high-quality printing of the final "formal bound" (\$1,500.00 for the report printing) reports mentioned in Phase 8.

I. Printing, Plotting, and Reproduction

- A. **Large-Format Plans/graphics:** Blueprints or plots required for client review meetings, public meetings, and other meetings.
- B. **Presentation Materials:** Creation of presentation boards, color renderings, or booklets for design review meetings, public hearings, or marketing purposes.

II. Travel and Transportation

These are expenses incurred for project-related travel, which is essential for site analysis, meetings, and construction observation.

- A. **Mileage:** Billed at a standard rate (e.g., the current IRS mileage rate) for travel in personal or company vehicles to the project site, city offices, or consultant meetings.
- B. **Airfare and Ground Transportation:** Costs for flights, rental cars, taxis, or ride-sharing services if travel from a non-local office is required.

- C. **Meals and Lodging:** Reasonable costs for accommodation and food if overnight stays are necessary for site visits or meetings.

III. Shipping and Courier Services

- A. **Postage and Delivery:** Costs for using services like FedEx, UPS, or a local courier to deliver time-sensitive documents, plan sets, or material samples to the client, consultants, or contractors.

IV. Specialized Data, Surveys, and Reports These are costs for essential information that the landscape architect needs to do their job but does not produce themselves. Often, the client will contract for these directly, but sometimes the landscape architect will manage it as a reimbursable expense. **These are only added if requested by the owner.**

4. Payment

The City will make its payments after receipt of invoice within 45 days pursuant to W.S. 16-6-602. Refer to Section 5 of this contract.

EXHIBIT C

PERFORMANCE SCHEDULE

Tallgrass shall begin providing Services on the Project promptly upon the receipt of a written notice to proceed and shall perform its Services in accordance with the following schedule:

Phase	Tasks & Milestones	Timeline*	Key Deliverables
Contract Negotiations	Development of Final Contract	June 2026	
Contract approval	City Council Approval	July 21, 2026	Signed Contract
Official Start Date		July 22, 2026	
Phase 1: Initiation & Discovery	Kick-off Meeting; Goal Setting; Review of 2025 Comp Plan & Reference Docs; Base Map & GIS Prep.	Month 1	Project Charter; Context Analysis Memo; GIS Base Maps.
Phase 2: System Inventory & Analysis	Field Assessments (ADA, Infrastructure); Inventory of Active/Passive spaces; Fee Structure Audit; Level of Service (LOS) Analysis.	Months 2-3	Inventory Atlas; Park Typology Definitions; Preliminary LOS Report.
Phase 3: Public Engagement I	Launch Website/StoryMap; Stakeholder Interviews; Community Survey; Public Workshop #1 (Visioning).	Months 3-5	Engagement Summary Report (Phase 1); Community Needs Assessment.
Phase 4: Concepts & Ops Analysis	Develop Connectivity Models; Identify Opportunity Sites; Staffing & Operations Review; Resource Streamlining Analysis.	Months 5-7	Concept Diagrams; Operations & Maintenance Gap Analysis.
Phase 5: Public Engagement II	Public Open House #2; "Did We Hear You Right?" Charrettes; Focus Groups on Concepts/Fees.	Month 8	Refined Concepts; Preference Survey Results.

Phase 6: Draft Master Plan	Draft Roadmap & Recommendations; Capital Improvement Plan (CIP); Phasing & Funding Strategies.	Months 9-10	Draft Parks Master Plan ; 10-year CIP; Implementation Matrix.
Phase 7: Public Engagement III	Presentation of Draft Plan to Parks Board & Public; Final Feedback Loop.	Month 11	Final Public Comment Log.
Phase 8: Finalization & Adoption	Revisions; Final Report Assembly; Presentations to Parks and Beautification Board & City Council for Adoption.	Month 12	Final Parks Master Plan (Digital/Print) ; Final GIS Data Package.
KNOWN HOLIDAYS	Dates that Tallgrass currently knows the office will be closed	Throughout	

*Timeline is subject to shift based upon:

- Advertisement Duration Requirement of Public Meetings
- Regular City Commission, Committee, and organization meeting dates
- Additional approval periods requested by owner.
- While these are included in the schedule, it is typical and expected that dates shall shift as we move through the planning process.

The following timeline shall serve as a rough guide for planning the specific dates and meetings that fall within each phase of work. It is expected that work may begin on subsequent phases prior to their dates and that meetings may fall after the intended phase month, depending upon the actual meeting dates, availability, holidays, and other typical conflicts.

May 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**Month 1
July 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**Month 2
August 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**Month 3
September 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**Month 4
October 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

*Tallgrass not available these weeks.

**Month 5
November 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**Month 6
December 2026**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Month 7
March 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Month 8
April 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**Month 9
May 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**Month 10
June 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**Month 11
July 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**Month 12
August 2027**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31			>	

This calendar section is color coded to the Performance Schedule.

EXHIBIT D

FORM OF CHANGE ORDER

This Change Order # ____ pertains to that certain Standard Short Form Contract for Professional Services Between Landscape Architect and Client (the "Agreement") dated the ____ day of _____, 20____ entered into by and between the undersigned Client and Tallgrass Landscape Architecture, LLC. The parties hereto agree as follows:

1. Description of Change to Scope of Services. The scope of the Services shall be modified as follows:
2. Modification of the Project Cost. As a result of the change of the scope of Services identified in Section 1 above, the Project Cost shall be modified as follows:
3. No Other Modifications. Except as modified by this Change Order, the parties confirm and agree that the Agreement remains in effect on the terms contained therein.

Dated this ____ day of _____, 20____.

CLIENT:

Signature: _____

Printed Name: _____

CONTRACTOR:

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

By: _____

Its: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of a Water Service Agreement with Grace Land Improvement and Service District.

SUGGESTED ACTION:

I move for the Approval of a Water Service Agreement with Grace Land Improvement and Service District.

PROJECT NUMBER:

25UT01

CASE BACKGROUND:

The Grace Land ISD (see the attached map) has executed this Water Service Agreement (WSA) and has elected to receive a level of service (LOS) A for water use, which is continuous year-round water service, for a total of 61 lots within Rodeo Flats Subdivision and un-platted County land within the Grace Land ISD. The City Council approved the form of the Water Service Agreement for Improvement and Service Districts and other water systems within the Designated Service Area around Gillette in 2014.

In 2013 the City of Gillette installed a 42" Madison Water Transmission Line, a portion of which is located in the Union Chapel Road right-of-way. Acceptance of this Water Service Agreement will initiate the process of applying for and securing funds through the Wyoming Water Development Commission (WWDC) for design, easement or right-of-way acquisition, and bidding the project. Another grant application would be applied for in 2027 to the WWDC for the construction of a new pipeline to supply water to the Grace Land ISD. The preliminary plan layout will connect a distribution line to the 42" Madison Pipeline in the Union Chapel Road right-of-way. From this connection the distribution line will go east along Union Chapel Road to Khadafy Skoal Road, then south to Bull Riding Drive, then west to the existing Grace Land ISD Water tank and the designated point of connection.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:

[Water Service Agreement](#)

[Project Area Map](#)

City of Gillette and Grace Land Improvement & Service District

Water Service Agreement

Agreement made and entered into by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY, of 201 East Fifth Street, Gillette, Wyoming, and Grace Land Improvement & Service District, P.O. Box 2384, Gillette, Wyoming, 82717, hereinafter WHOLESale CUSTOMER. The WHOLESale CUSTOMER and CITY may be referred to collectively herein as the PARTIES.

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

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

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

WHEREAS, the WHOLESale CUSTOMER operates a domestic water system that serves the residents of the Grace Land Improvement & Service District (Special district, subdivision or other regional user entity) containing 60 lots as of this date, as shown on Exhibit "A".

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

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

WHEREAS, the WHOLESale CUSTOMER requests to connect to the PROJECT system using Type 1 Service.

WHEREAS, the WHOLESale CUSTOMER may choose between two (2) Levels of Service, hereinafter referred to as LOS.

- ☐ LOS A: Level of Service A is for continuous, year round wholesale water service. (As per Attached Exhibit "B", Grace Land ISD Letter of Intent)
- ☐ LOS B: Level of Service B is for standby intermittent service (seasonal peak or off-peak, or emergency and/or fire flow service).

WHEREAS, the WHOLESale CUSTOMER requests LOS A

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

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

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

1. Pursuant to the Type and Level of water service requested above by the WHOLESale CUSTOMER, the City agrees to provide such service subject to the terms and policies established in the current JPA. The WHOLESale CUSTOMER shall be billed in accordance with the financial policies and rates established pursuant to the JPA. WHOLESale CUSTOMER may change their level of service by notifying the CITY, in writing of the change sought. Unless additional facilities need to be constructed, the change will be made no later than 30 days after receipt of the written notification. Only two changes in LOS may be made in any one calendar year. A copy of the current JPA may be provided on written request to the City of Gillette Engineering Division.
2. The PARTIES agree that the WHOLESale CUSTOMER shall utilize a single master metered water service connection to provide City water. A system development charge, hereinafter SDC, shall be assessed and collected, by the City from each metered customer prior to service. The level of SDC charged will be calculated as prescribed in the JPA policy and procedures, and as shown by the current City ordinance. The SDC shall be paid by the WHOLESale CUSTOMER for new connections to the PROJECT at the rate in effect on the date of hookup. Should a larger meter be required in the future, the WHOLESale CUSTOMER shall receive a credit for the SDC it originally paid, against the amount of the SDC

for the larger meter in effect at that time. Should the WHOLESale CUSTOMER request to reduce the size of the meter, no credit shall be granted.

- 2a. SDC fees shall be waived for those Special Districts and other regional customers explicitly identified in Exhibit C to the Gillette Regional Water Supply System Joint Powers Agreement, hereafter the Regional Participants.
3. Once connected, the WHOLESale CUSTOMER will pay the CITY monthly for all the water measured through the master metered water connection with the CITY, including water used by WHOLESale CUSTOMER for maintenance purposes such as to flush their internal system. The level and structure of rates collected from all WHOLESale CUSTOMER user groups will be implemented through the City's current ordinances and will be calculated in accordance with the financial policies and rates established through the procedures specified in the JPA.
4. As determined by the CITY, a master meter will be installed in a vault or building at the designated point of connection in compliance with all City regulations by the CITY for the Regional Participants. The CITY will own and maintain the system up to the designated point of connection. The designated point of connection shall be defined in the construction documents for the specific WHOLESale CUSTOMER.
5. The WHOLESale CUSTOMER shall submit the plans for the facilities from the PROJECT to the designated point of connection to the City for review and approval before the start of construction. Any facilities on the WHOLESale CUSTOMER side of the master meter will be reviewed and permitted by the Wyoming Department of Environmental Quality. The WHOLESale CUSTOMER shall submit a copy of the Department of Environmental Quality (DEQ) permit to construct for any project to extend or enlarge its water system in order to serve any land outside of the WHOLESale CUSTOMER's service area or to accommodate re-subdivisions of existing lots, so that changes in demand can be known in advance. There shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than municipal and rural domestic use, for example the WHOLESale CUSTOMER may not use water for a bulk fill station for industrial use.
6. The CITY shall use the \$20,000,000 from the Special Excise Tax approved on May 3, 2011, for infrastructure required to extend and connect special districts, subdivisions and other regional users located outside the Gillette city limits to the Gillette Regional Water Supply Project as set out in the Gillette Regional Water

Supply System Joint Powers Agreement dated December 21, 2010, and, to the extent necessary and allowed by law, the pledge or use to the payment of debt service and/or lease payments in connection therewith. To the extent that funds are available for this purpose the CITY shall design and cause the construction of the infrastructure to connect the Regional Participants to the PROJECT. Facilities of the WHOLESALE CUSTOMER that are downstream of the master meter are “non-Project” components according to the JPA and are not eligible for State funding.

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

8. The WHOLESALE CUSTOMER shall establish and maintain adequate financial reserves for the operation and maintenance of their water system. The WHOLESALE CUSTOMER shall collect charges for water in an amount which is sufficient to pay for the water delivered by the CITY and pledges the revenues therefrom for the payment of City water charges which constitute a WHOLESALE CUSTOMER indebtedness. In the event the WHOLESALE CUSTOMER is in default under this agreement or has become insolvent, and fails to pay for water delivered by the CITY, and after 35 days written notice if the default in payment is not then corrected in full, then the PARTIES agree that the CITY may discontinue service under the provisions contained in City ordinances.

9. It is recognized by the PARTIES that implementation of emergency conservation measures may be periodically required on a regional basis in order to meet an emergency condition or a regional water shortage. For purposes of illustration, but not limitation, the procedures to be used in the event of a weather-related regional water shortage are described in §17-32 of the Gillette City Code, entitled *Proclamation limiting use of water*.

10. The CITY shall provide oral notice to the WHOLESALE CUSTOMER, and may temporarily interrupt or reduce deliveries of water to the customer, if the CITY determines that such interruption or reduction is necessary or reasonable in case of system emergencies or in order to install equipment, make repairs, replacements, investigation and inspections or perform other maintenance work on the Regional

Water Supply System or those parts of the system supplying the WHOELSALE CUSTOMER. Except in cases of emergency, and in order that the WHOELSALE CUSTOMER operations will not be unreasonably interfered with, the CITY shall give the customer reasonable written notice of any such interruption or reduction, the reasons for and the probable duration of those actions. The CITY is committed to manage, administer, finance, and operate the Project in a business-like manner making decisions that are equitable and representative of all customers. The WHOELSALE CUSTOMER shall hold the CITY harmless from any claims for injury or damage including but not limited to claims related to interrupted or reduced deliveries of water, from anyone related to the City's operation of the PROJECT during maintenance or emergency conditions.

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

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

13. This agreement shall be subject to the terms of the CITY ordinances concerning the payment of utility bills, as set by City ordinances which may be changed from time to time according to the procedures specified in the most current JPA, but which change will only be effective as to WHOELSALE CUSTOMER, after notice is mailed to its President or Designated Representative, listed below. This agreement shall continue for so long as WHOELSALE CUSTOMER is a customer in good standing, provided however that a WHOELSALE CUSTOMER may terminate this agreement upon 75 days written notice.

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

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

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

The City of Gillette, Wyoming

201 East Fifth Street

PO Box 3003

Gillette, Wyoming 82717

Attention: Mayor and City Administrator

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

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

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

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

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

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

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

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

a. The CITY does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

b. The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.

c. If any part of this 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.

d. This Agreement contains the entire, integrated agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

e. The waiver of any breach of any term or condition in this Agreement will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver. No waiver, amendment, release, or modification of this Agreement may be established by conduct, custom, or course of dealing. All waivers must be in writing and signed by all parties. This Agreement may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.

City of Gillette

Dated this ____ day of _____, 20__.

Shay Lundvall, Mayor

(SEAL)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Shay Lundvall, Mayor of City of Gillette, Wyoming, and Alicia Allen, City Clerk of City of Gillette Wyoming, on this ____ day of _____, 2026.

Witness my hand and official seal.

My Commission Expires:

Notary Public

Grace Land Improvement & Service District,

BY [Signature], President or Designated Representative

(SEAL)

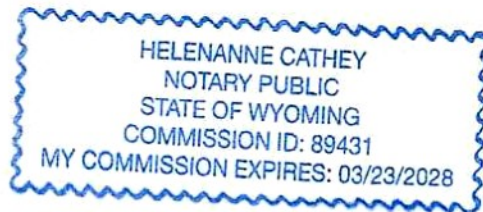
ATTEST [Signature], Secretary/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

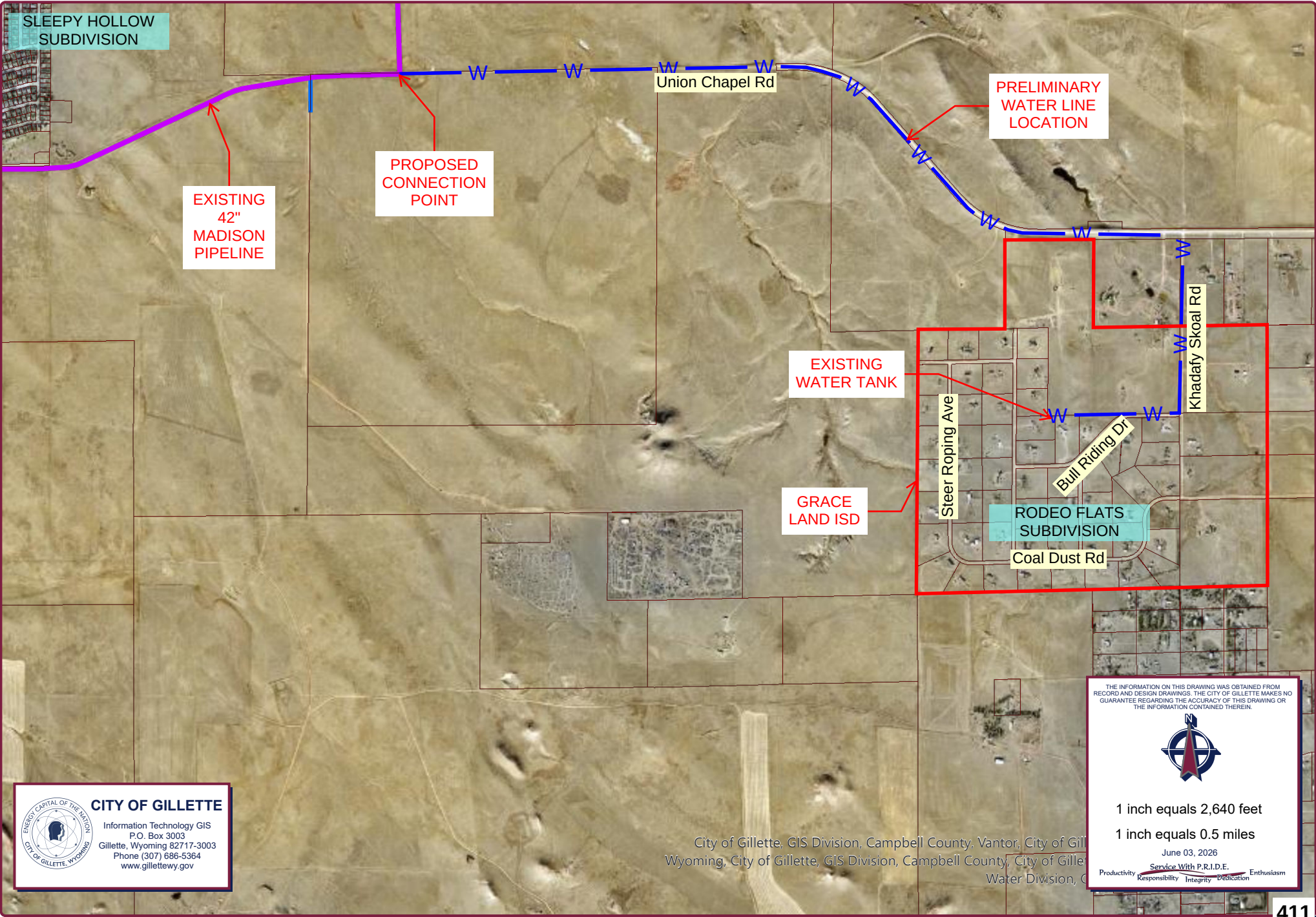
The above and foregoing instrument was acknowledged before me by Sean McGinley & Lisa Wagner, who is the President & Sec. / Treas of **Grace Land Improvement & Service District**, on this 1st day of June, 2026.

Witness my hand and official seal.

My Commission Expires: 3/23/2028 [Signature] Notary Public



Grace Land ISD Preliminary Water Exhibit



CITY OF GILLETTE

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

City of Gillette, GIS Division, Campbell County, Vantor, City of Gillette, Wyoming, City of Gillette, GIS Division, Campbell County, City of Gillette, Water Division, C



1 inch equals 2,640 feet

1 inch equals 0.5 miles

June 03, 2026

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

Council Consideration of an Agreement to Convey Sewer System Between Crestview Improvement & Service District and the City of Gillette, Wyoming.

SUGGESTED ACTION:

I move for approval of the Agreement to Convey Sewer System Between Crestview Improvement & Service District and the City of Gillette, Wyoming.

CASE BACKGROUND:

This agreement contemplates the City of Gillette accepting ownership of Crestview's sewer system subject to certain conditions being satisfied.

These conditions are stated in section 5 of the agreement and include Crestview accomplishing the following:

1. Obtaining relevant approvals from DEQ.
2. Repairing certain sewer issues identified in a 2016 report.
3. Paying \$622, 662.40 in Sewer PIFs.
4. Providing certain customer information.
5. Abandoning and remediating Crestview's sewer lagoon.
6. Ensuring the sewer lagoon discharge pipe is plugged.

Section 6 states the City's obligations once Crestview satisfies its obligation. These obligations are:

1. Accepting the sewer system.
2. Participating in draining the sewer lagoon.
3. Repairing and maintaining the system upon transfer.

Crestview executed this proposed agreement on 6/29/2026.

STAFF REFERENCE:

MAP - Sean Brown, City Attorney

ATTACHMENTS:

[MAP](#)

[Crestview Agreement to Convey Sewer \(Executed\)](#)

Exhibit A: Crestview Sanitary Sewer System July 21, 2026

Patty Ave line to be abandoned by Grantor per Section 5.I.

Lagoon line to be abandoned.

Grantor to remove plug in existing MH per Section 5.F.

-  City Accepted Manholes
-  Manholes to Abandon
-  City Accepted Lines
-  Lines to Abandon
-  City Sewer System

July 15, 2026
CITY OF GILLETTE
 Information Technology GIS
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
 Phone (307) 686-5364
 www.gillettewy.gov

0 380 760
 Feet

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

File: w:\citywork\GIS\Work Projects\CHRS\Proj\Projects\Council Projects Council

**AGREEMENT TO CONVEY SEWER SYSTEM BETWEEN CRESTVIEW IMPROVEMENT &
SERVICE DISTRICT AND THE CITY OF GILLETTE, WYOMING**

1. **Parties.** The parties to this Agreement are the Crestview Improvement & Service District, PO Box 1626, Gillette, Wyoming 82717 ("Grantor"), and City of Gillette, Campbell County, Wyoming, ("City"), 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to state the terms by which the City will accept ownership of and maintenance responsibility for Grantor's sanitary sewer collection system ("sewer system").

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, and in consideration of the foregoing and the representations made herein, Grantor conveys to the City all right, title and interest in the sewer system as more fully described in **Exhibit A**, which is attached and made a part of this Agreement.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted.
4. **Conveyance of Property.** The Grantor agrees to convey all right, title and interest in the physical sewer system, excluding the sewer lagoon, described in **Exhibit A**, to the City including but not limited to: sewer mains, manholes, related appurtenances, easements, and license agreements ("Property").
5. **Warranties and Responsibilities of Grantor.**
 - A. Grantor warrants that the Property is free and clear of all encumbrances and is in good working condition.
 - B. Grantor assumes all liability to third parties, risk of loss and/or damage to the Property prior to the transfer of the Property.
 - C. Simultaneous with the execution of this Agreement, Grantor shall obtain and execute any Permit Transfer Documents required by the Wyoming Department of Environmental Quality, Water Quality Division ("DEQ"). These Permit Transfer Documents (attached as Exhibit C) must be approved by DEQ prior to Grantor transferring the Property to the City.
 - D. Grantor shall be responsible for all costs associated to repair sewer main sags and other deficiencies identified by City during inspection in 2016. The City will cooperate with the Grantor to include these repairs as part of a future City-wide, annual sewer repair or replacement capital construction contract. Grantor acknowledges receipt of a report and video identifying such deficiencies.

- E. Grantor shall pay to the City the sum of **\$622,662.40**. This sum represents the City's required primary sewer plant investment fees ("PIFs") in the amount of \$510,000 and secondary PIFs in the amount of \$112,662.40. These fees assume 170 individual sewer connections and may be adjusted accordingly.
- F. Prior to commencement of work associated with abandonment and reclamation of the sewer lagoon, the Grantor shall provide the name, address, phone number, email address and other contact information necessary for sewer billing purposes to the City. The Grantor shall also be responsible to remove the temporary "plug" and/or perform all work necessary for sewer flows generated by the Grantor to bypass the existing sewer lagoon and enter the City's sewer collection system within Gallery View Drive. Once this plug is removed and flows from the sewer system begin to discharge into the City's sewer system, the City will commence billing for sewer service to customers previously served by the Grantor.
- G. Grantor must cause the abandonment and reclamation of Grantor's "sewer lagoon." Grantor must follow all recommendations provided by DOWL in its engineering report dated February 2018. Grantor will be solely responsible for all costs associated with abandoning and reclaiming of Grantor's sewer lagoon identified on Exhibit A.
- H. With respect to Grantor's sewer lagoon liquid waste, in order for City to accept and discharge such waste, Grantor must restrict the discharge flow from the lagoon to 50 gallons per minute for the duration of time needed drain the sewer lagoon. The City will accept the liquid waste within the City's sewer collection system and will charge a fee to the Grantor of \$3.75 per 1,000 gallons before May 1, 2024; ~~\$4.13 per 1,000 gallons after April 30, 2024, but before May 1, 2025; or \$4.54 per 1,000 gallons, or the current Usage Charge, after April 30, 2025 in accordance with Chapter 17, Article II, Sec. 17-21 (k) of the Gillette City Code.~~ The City and the Grantor will mutually agree to a method to accurately measure the volume of liquid waste that is discharged. This section only applies to liquid waste. Grantor is solely responsible for removing, treating, and disposing of any solid waste in Grantor's sewer lagoon.
- I. Grantor must either remove or plug and abandon the discharge pipe located in the Grantor's sewer lagoon. If Grantor elects to plug and abandon this discharge pipe, the Grantor will be required to remove all manholes and install tracer wire and marker posts within the remaining sections of the abandoned pipe in order to enable the City to perform "one-call" utility locates for the discharge pipeline in City rights-of-way.

- J. After Grantor accomplishes its obligations stated above, and after the City satisfies its obligations under Section 6(B), Grantor must remediate the sewer lagoon to match existing topography and in compliance with DEQ requirements. After such reclamation, Grantor may sell the sewer lagoon to a private party.

6. **Responsibilities of City.**

- A. Once Grantor completes each of its obligations under Section 5, the City will accept the Property "as is."
- B. So long as Grantor satisfies its obligations under Section 5(H) above, the City will cause Grantor's sewer lagoon to be drained.
- C. The City is responsible for all maintenance and repair of the Property upon the date sewer service is provided to the individual customers previously served by the Grantor. *(See Paragraph 5.F., above.)* Grantor shall be responsible to notify the Wyoming DEQ of the change of wastewater operator for the sewer system only.
- D. The City is responsible for continued maintenance and repair, in addition to long-term ownership and replacement of the Property following the transfer of the Property by the Grantor.

7. **General Provisions**

- A. **Amendments.** This Agreement may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
- C. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantor shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.
- D. **Audit/Access to Records.** The City and any of its representatives shall have access to any books, documents, papers, and records of the Grantor which are pertinent to this Agreement.

- E. **Compliance with Laws.** The Grantor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. **Entirety of Agreement.** This Agreement contains the entire agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.
- 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, 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.
- H. **Indemnification.** Grantor shall indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, 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 Grantor 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 this Agreement; 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 this Agreement.
- I. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- J. **Severability.** If any part of this 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.

- K. **Governmental Immunity.** City does not waive governmental immunity by entering into this Agreement and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain immunity in actions based on contract under this provision.
- L. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- M. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- N. **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. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF GILLETTE

Shay Lundvall, Mayor

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

GRANTOR

Anna Marie Nebel
Crestview Improvement & Service District

June 29 '26
Date

Printed: ANNA MARIE NEBEL

Its: President

Exhibit A



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **July 21, 2026**

TITLE:

Council Consideration for the Assignment of a Primary Liaison to the Campbell County Joint Powers Public Land Board for the remainder of Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison to the Campbell County Joint Powers Public Land Board for the remainder of Calendar Year 2026.

CASE BACKGROUND:

During the January 20, 2026 regular meeting, the City Council appointed Councilwoman Gross to be the Primary Liaison and Councilman Clary to be the Alternate Liaison for the Campbell County Joint Powers Public Land Board for Calendar Year 2026.

During the July 7, 2026 regular meeting, the City Council appointed Councilwoman Gross to a three year term expiring on June 30, 2029 to the Campbell County Joint Powers Fire Board. Councilwoman Gross has since resigned her duties as the Primary Liaison for the Campbell County Joint Powers Public Land Board, and a replacement Primary Council Liaison is needed.

The members of the Land Board are responsible for overseeing the orderly development and improvement, maintenance, and operation of the Cam-Plex property and facilities. This board is comprised of two City appointees and five County appointees, all of whom serve three-year terms. The City Council's Liaison is a non-voting representative of the Land Board. The Board meets the second Thursday of the month at 6:00 p.m. at Cam-Plex.

Contact Info: Aaron Lyles, Cam-Plex Executive Director, 682-0552

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Councilwoman Gross Land Board Liaison Resignation](#)



Michael Cole <mikec@gillettewy.gov>

Land board liaison

Heidi Gross <grossh@gillettewy.gov>
To: Michael Cole <mikec@gillettewy.gov>

Mon, Jul 13, 2026 at 1:58 PM

Hi Mike, please let this serve as my resignation as liaison from the Public Land Board. I notified Laura Chapman when I attended the meeting last Thursday. Can we appoint someone at the meeting next week? Thank you!

Heidi Gross
City Councilwoman Ward 3



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 11, Section 11-16, of the Gillette City Code to Remove Certain Residential Parking Permit Requirements.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Chapter 11, Section 11-16, of the Gillette City Code to Remove Certain Residential Parking Permit Requirements.

CASE BACKGROUND:

This ordinance proposes to repeal Section 11-16 of the Gillette City Code. The current version of this section is included in the packet.

11-16 requires individuals to apply for and display a parking permit in order park on a City Street at:

1. Warren Avenue between Fourth and Fifth Streets.
2. "Both sides of 12th street from Gurley Avenue to Highway 59 and both sides of Gurley Avenue from 9th street to 12th street."

After reviewing City records for the preceding decade, there have not any citations issued under 11-16. Moreover, save for one inquiry, there have not been any applications for a residential permit.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance Amending Chp. 11-16 7-13-2026 \(Novus Version\)](#)
[Current 11-16](#)

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 11, SECTION 11-16, OF THE GILLETTE CITY CODE TO
REMOVE CERTAIN RESIDENTIAL PARKING PERMIT REQUIREMENTS.**

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 11, Section 11-16, of the Gillette City Code to remove certain residential parking permit requirements. The basis for this amendment is a lack of utilization of Section 11-16.

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

SECTION ONE. Chapter 11, Section 11-16, of the Gillette City Code is repealed and will be designated as such.

First Reading: July 21, 2026.

Second Reading: _____, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of _____ 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

Commercial delivery vehicles may block alleys only during actual loading or unloading activities. It shall be unlawful for any person to park any vehicle including commercial delivery vehicles as described above, so that it blocks any driveway onto abutting property.

(c) Violation of this Section constitutes a civil traffic infraction and is subject to a civil fine of not more than one hundred dollars (\$100.00), exclusive of court costs, for each separate offense. (Repealed, Ord. 1431, 4-4-83; Ord. 1558, 9-17-84; (Ord. 3261, 2/18/2003; Ord. 3701, 12-20-2010; Ord. 3821, 5-20-2014; Ord. 4055, 12-17-24).

§11-15. Handicapped Parking Spaces.

(a) No person shall park a motor vehicle in a parking lot space, or along a City street if the parking space is marked and posted for handicapped parking in accordance with State Law, and if the motor vehicle does not display a handicapped vehicle identification sticker issued by the Department of Revenue and Taxation of the State of Wyoming or otherwise in accordance with State Law. Handicapped parking spaces shall be marked with signs containing the international handicapped symbol, a picture of a wheel chair. An individual wishing to acquire a handicapped vehicle identification sticker must apply to the State Department of Revenue and Taxation on forms prepared by the department which are available at the office of the City Clerk.

(b) Additionally, no person shall deposit, or cause to be deposited, snow or other debris into areas marked as handicapped parking spaces. (Ord. 4055, 12-17-24).

(c) Anyone violating this section shall pay a civil fine of not less than fifty dollars (\$50.00), nor more than two hundred dollars (\$200.00), exclusive of court costs. (Ord. 3983, 7/21/20; (Ord. 4055, 12-17-24).

§11-16. Parking by Residential Permit.

A. No person shall park a vehicle upon any City Street within a Residential Permit Area, as described below in section B, between the hours of 7 A.M. and 5 P.M., Monday through Friday, unless the vehicle displays a Residential Parking Sticker attached to the inside of the vehicle's front windshield on the lower left corner on the driver's side. A Residential Permit Area shall be marked and officially posted with appropriate signs.

B. The Residential Permit Area includes:

1. Both sides of 12th street from Gurley Avenue to Highway 59 and both sides of Gurley Avenue from 9th street to 12th street.

2. Both sides of Warren Avenue between 4th street and 5th street.

C. All persons residing within the Residential Permit Area shall be issued a Residential Parking Sticker upon request from the Clerk or Deputy Clerk of the Municipal Court upon presentation of evidence, such as receipt of City utility service, to show that the person resides in a residence on a street within the Residential Permit Area. All persons issued a Residential Parking Sticker may receive extra Residential Parking Stickers which may be placed on vehicles belonging to their guests and which will permit those cars to be parked within the Residential Permit Area. Residential Parking Stickers for guests shall be furnished by the City attached to card board or other suitable backing material and equipped with a string so that the Sticker may be hung from the inside rear view mirror or placed on the front dash area so as to be visible from the outside of the vehicle.

D. Violation of this Section constitutes a civil traffic infraction and is subject to a civil fine of five dollars (\$5.00), exclusive of court costs. (Ord. 1867, 11/16/92 ; Ord. 3360, 4/4/2005; Ord. 4055, 12-17-24).

§11-17. Recreational vehicles, trailers, and semitrailers—Parking permitted in certain places and at certain times; penalty; effective date.

(a) Definitions.

i. For purposes of this Section, “recreational vehicle” means any vehicle that is primarily designed or utilized as a temporary living space for recreational, camping, or seasonal living; has its own motive power or is mounted on or towed by another vehicle; and is regulated by the National Highway Traffic Safety Administration as a vehicle or vehicle equipment. “Recreational vehicle” includes, but is not limited to, “motor homes” as defined in W.S. 31-1-101(a)(xv)(D) and pickup truck campers. The term “recreational vehicle” does not include pickup trucks affixed with a camper shell.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: July 21, 2026

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 CLERK'S OFFICE

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.