

REGULAR COUNCIL MEETING
 Tuesday, March 21, 2017
 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons. Presentations will be Limited to Five Minutes or Less per Person.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

| |
|--------------------------------|
| Council Goals Scorecard |
| <i>Actions since 5/5/2015</i> |
| 31 |
| 203 |
| 75 |

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MARCH 7, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 14, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. PUBLIC HEARING

A. Ordinance

1. **Vacation and Replat Creating Lot 7, Block 200, City of Casper Addition, and a Zone Change** of Proposed Lot 7 to PH (Park Historic).

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | | |

6. THIRD READING ORDINANCE

A. Consent

1. **Zoning of Wolf Creek Nine Addition**, Located Generally West of Aspen Place and South of Talon Drive, as R-4 (High Density Residential) for Lots 1-17, and R-2 (One Unit Residential) for Lots 18-73.

7. SECOND READING ORDINANCE

A. Consent

1. Adoption of **2017 National Electrical Code**.

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | | |
| | X | |

8. RESOLUTIONS

A. Consent

1. Approving the Metropolitan Planning Organization’s Contract for Professional Services, in an Amount not to Exceed \$20,000, with **DOWL** for **Annual Traffic Counts**.
2. Authorizing Agreement with **Treto Construction, LLC**, in the Amount of \$236,250, for the **2017 CPU Asphalt Project**.

8. RESOLUTIONS (continued)

A. Consent

3. Authorizing Agreement with **Environmental and Civil Solutions, LLC**, in the Amount of \$25,495, for the **Solid Waste Lift Station Repairs Project**.
4. Authorizing Agreement with **Rapid Fire Protection, Inc.**, in the Amount of \$200,880, for the **LifeSteps Campus Buildings “E” and “C” Fire Suppression and Alarm System Replacement Project**.
5. Authorizing Agreement with **Great Western Recreation**, in the Amount of \$30,124, for the **Wells Park Shelter Procurement Project**.
6. Authorizing License Agreement with the **Department of Environmental Quality**, Solid and Hazardous Waste Division, for **Installation of Soil Vapor Extraction Unit** within City-Owned Right-Of-Way.
7. Concurring with the **Transportation Corridor and De Minimis Impact Finding** at **West 13th Street and Southwest Wyoming Boulevard**.
8. Authorizing Agreement with **Carr Coatings LLC**, in the Amount of \$73,500, for the **Primary Clarifier #2 Re-Coating Project**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Issuance of a **Taxi Company License for Eagle Cab**, Located at 2804 Coulter Driver, Casper, Wyoming.
2. Authorizing the Purchase of Five (5) New **Ford Explorers** from **Fremont Motor Company**, Lander, Wyoming, in the Amount of \$167,795, for use in the Casper Police Department.

10. COMMUNICATIONS

A. From Persons Present

11. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | X | |
| | X | |
| | X | |
| | | |
| | X | |
| | X | |
| | | |
| | | |

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, April 4, 2017 – Council Chambers

6:00 p.m. Tuesday, April 1, 2017 – Council Chambers

Work sessions

4:30 p.m. Tuesday, March 28, 2017 – Council Meeting Room

4:30 p.m. Tuesday, April 11, 2017– Council Meeting Room

ZONING CLASSIFICATIONS

| | | | |
|-----|-----------------------------------|--------|---|
| FC | Major Flood Channels & Riverbanks | PUD | Planned Unit Development |
| AG | Urban Agriculture | HM | Hospital Medical |
| R-1 | Residential Estate | C-1 | Neighborhood Convenience |
| R-2 | One Unit Residential | C-2 | General Business |
| R-3 | One to Four Unit Residential | C-3 | Central Business |
| R-4 | High-Density Residential | C-4 | Highway Business |
| R-5 | Mixed Residential | M-1 | Limited Industrial |
| R-6 | Manufactured Home (Mobile) Park | M-2 | General Industrial |
| PH | Park Historic | SMO | Soil Management Overlay |
| HO | Historic Overlay | ED | Education |
| OB | Office Business | OYDSPC | Old Yellowstone District and South Poplar Street Corridor Form Based Code |

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
March 7, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 7, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Morgan, Murphy, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey, along with Boy Scout Troop 235, led the audience in the Pledge of Allegiance.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the February 21, 2017, regular Council meeting, as published in the Casper-Star Tribune on March 3, 2017. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, approve payment of the March 7, 2017, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
03/07/17

| | | |
|----------------------------|----------|--------------|
| 71Construction | Projects | \$10,030.10 |
| A-1 | Services | \$130.00 |
| AHolman | Reimb | \$28.62 |
| AMBI | Services | \$2,305.18 |
| ArrowheadHeating | Services | \$1,397.00 |
| AtlanticElectric | Services | \$25,476.42 |
| Balefill | Services | \$38,398.45 |
| BankOfAmerica | Goods | \$203,732.15 |
| Caselle | Services | \$75.00 |
| CasperHousingAuth | Projects | \$19,665.48 |
| CasperPubSafetyComm | Services | \$2,497.16 |
| CasperSoccerClub | Funding | \$93.33 |
| CATC | Funding | \$135,630.00 |
| Centurylink | Services | \$21,727.01 |
| Ch2mHill | Services | \$11,315.18 |
| CityofCasper | Services | \$11,203.34 |
| CollectionCenter | Services | \$718.51 |
| CommunityActionPartnership | Funding | \$132,058.20 |
| Comtronix | Services | \$444.00 |
| CsprMuseumConsort | Funds | \$1,055.00 |
| DaveLodenConstruction | Projects | \$235.00 |
| DCourtade | Reimb | \$47.24 |
| DeltaDental | Services | \$25,376.78 |
| DesertMtn | Goods | \$51,825.63 |

| | | |
|-------------------------|----------|--------------|
| DGriswold | Reimb | \$700.22 |
| DPCIndustries | Goods | \$5,029.07 |
| DvdsnFxdMgmt | Services | \$3,618.37 |
| EngDsgnAssoc | Services | \$440.00 |
| FirstData | Services | \$6,071.05 |
| FirstInterstateBank | Services | \$2,287.48 |
| FReidt | Refund | \$76.41 |
| GarageDoorDudes | Services | \$180.00 |
| GolderAssociates | Services | \$8,842.96 |
| GPCArchtcets | Services | \$11,650.00 |
| GrizzlyExcavating | Projects | \$9,876.45 |
| HaassConstruction | Projects | \$5,546.19 |
| Hein-Bond | Services | \$24,421.86 |
| Homax | Goods | \$49,027.60 |
| HultConst | Services | \$1,024.00 |
| IndstrlContnrSvc | Goods | \$3,608.43 |
| ITCElec | Services | \$935.91 |
| JCKirk | Reimb | \$144.32 |
| JCollins | Refund | \$34.58 |
| JLadwig | Refund | \$54.47 |
| JMcGoonan | Reimb | \$67.17 |
| JTLGroup | Services | \$713.07 |
| JTobin | Refund | \$9.07 |
| KHowel | Reimb | \$75.00 |
| LJackson | Reimb | \$9.42 |
| LoganSimpsonDsn | Services | \$20,919.19 |
| MBakerIntl | Services | \$22,412.83 |
| MCarlton | Refund | \$58.51 |
| MExley | Refund | \$59.54 |
| MFrimin | Refund | \$100.99 |
| MTAssocofHealth | Services | \$2,347.80 |
| NationalBenefitServices | Services | \$2,661.75 |
| NC Clerk | Services | \$595.00 |
| NewLifeTranscription | Services | \$144.20 |
| NorthParkTransport | Services | \$87.97 |
| OEhiorobo | Refund | \$149.26 |
| OfficeStateLands | Services | \$140,172.28 |
| PDarling | Refund | \$103.18 |
| PeakGeosolutions | Services | \$27,132.19 |
| Pepsi | Goods | \$316.25 |
| PieceACake | Goods | \$75.00 |
| Pntwrks | Services | \$58.95 |
| PostalPros | Services | \$3,829.63 |
| PumpTech | Supplies | \$12,753.00 |
| PvrtyRestncFoodPntry | Funding | \$6,597.41 |
| RockyMtnPower | Services | \$116,099.72 |

| | | |
|------------------------------|----------|----------------|
| SamParsonsUpholstery | Services | \$89.66 |
| SeniorPatientAdvocates | Services | \$165.00 |
| SLasmett | Refund | \$26.87 |
| SourceGas | Services | \$7,795.41 |
| Spectrum | Funding | \$138,106.50 |
| StantecConsultingSvcsInc | Projects | \$2,943.64 |
| StealthPartnerGroup | Services | \$57,343.62 |
| TDach | Reimb | \$97.97 |
| TStinson | Refund | \$54.15 |
| UrbanInteractive | Services | \$250.00 |
| VentureTech/ISC | Services | \$9,585.00 |
| Wamco | Tests | \$1,800.00 |
| WasteWaterTreatment | Funding | \$286,176.72 |
| Waters&SonCosntruction | Services | \$1,515.00 |
| WERCSCcommunications | Services | \$1,015.00 |
| WesternWaterConsult | Services | \$25,036.73 |
| Worldwash | Services | \$550.00 |
| WorthingtonLenhart&Carpenter | Services | \$368.00 |
| WyAssocH&Redev | Seminar | \$75.00 |
| WYDOT | Services | \$14,119.81 |
| WyMachinery | Goods | \$24,539.30 |
| YouthCrisisCenter | Funding | \$4,481.34 |
| | | \$1,762,717.25 |

Mayor Humphrey greeted members of the Kelly Walsh Distributive Education Clubs of America (DECA) Club. Alexis Arnold, State Officer at Kelly Walsh, provided Council with an overview of the program and their season. Thayne Macy then shared with Council how a DECA role-play session is run and the benefits of participating in the program. The students presented Council with a photograph of the group and thanked Council for proclaiming November 2016 as DECA month.

Moved by Councilmember Johnson, seconded by Councilmember Murphy, to, by minute action: establish March 21, 2017, as the public hearing date for the consideration of vacation and replat creating Lot 7, Block 200, City of Casper Addition, and a zone change of proposed Lot 7 to PH (Park Historic); and, establish April 4, 2017 as the public hearing date for the consideration of the issuance of new Restaurant Liquor License No. 33, Firehouse Pizza Wood Fired, d.b.a. Firehouse Pizza Wood Fired, located at 395 Newport Suite No. 1. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Wolf Creek Nine Addition complies with W.S. 15-1-402.

Assistant City Attorney Trembath entered three (3) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated February 17, 2017; an affidavit of publication, as published in the Casper-Star Tribune, dated February 13, 2017; and the Wolf Creek Nine Addition annexation report, dated January, 2017. City Manager McDonald provided a brief report.

There being no one to speak for or against the issues involving the Wolf Creek Nine Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 17-28

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF A 1.467-ACRE PARCEL BEING INCLUDED IN A REPLAT CREATING THE WOLF CREEK NINE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Motion passed.

Following ordinance read:

ORDINANCE NO. 2-17

AN ORDINANCE APPROVING AN ANNEXATION, VACATION, REPLAT, AND SUBDIVISION AGREEMENT FOR THE PROPOSED WOLF CREEK NINE ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to annex a 1.467 -acre parcel, and to vacate and replat Tract B in Wolf Creek Eight Addition, Lot 2 in Mountain Plaza No. 5, Lot 10 in Mountain Plaza No. 6 and a portion of Talon Drive in Mountain Plaza No. 6; to create the Wolf Creek Nine Addition, City of Casper, Wyoming; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City Council approved replats and zone changes of the subject property in 2014, via Ordinance numbers 17-14 and 18-14; and,

WHEREAS, following approval of Ordinance numbers 17-14 and 18-14, the Owner failed to execute and record the plat within the one (1) year limitation set forth in Section 16.24.060(F) of the Casper Municipal Code, and the plats became void; and,

WHEREAS, Ordinance numbers 17-14 and 18-14 were rescinded with the approval of Wolf Creek Eight Addition by Ordinance number 9-16; and,

WHEREAS, a written subdivision agreement for Wolf Creek Nine Addition will be entered into with the City of Casper, which will be approved upon third reading of this ordinance; and,

WHEREAS, the annexation, vacation, and replat creating the Wolf Creek Nine Addition requires approval, by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on December 15, 2016, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the Wolf Creek Nine Addition; and,

WHEREAS, the governing body of the City of Casper finds that the above described annexation, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

The annexation of a 1.467-acre parcel to create the Wolf Creek Nine Addition to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

This ordinance shall, pursuant to W.S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 17th day of January, 2017.

PASSED on 2nd reading the 7th day of February 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of March, 2017.

Councilmember Morgan presented the foregoing ordinance for adoption, on third reading. Seconded by Councilmember Powell. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the 2017 National Electrical Code.

Assistant City Attorney Trembath entered one (1) exhibit: correspondence from Liz Becher, to V.H. McDonald, dated February 28, 2017. City Manager McDonald provided a brief report.

There being no one to speak for or against the issues involving the 2017 National Electrical Code, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-17
AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND
ADOPTING THE 2017 EDITION OF THE NATIONAL
ELECTRICAL CODE.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmember Powell asked if any contractors had concerns about this ordinance. City Manager McDonald indicated that this matter had been reviewed by the Contractor's Licensing and Appeals Board and requested that Dan Elston, the City's Building Official address Council. Mr. Elston indicated that the consensus is that the changes will result in minimal costs and that previously many more changes have occurred. Mr. Elston also stated he hadn't been made aware of any concerns from contractors regarding the changes. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, cancel the public hearing date and establish April 4, 2017, as the new date for the consideration of the transfer of ownership and location for Retail Liquor License No. 8, Z-Financial Administration and Management, Inc., d.b.a. Z-Financial, located at 1121 Wilkins Circle to Good 2 Go Stores, LLC, d.b.a. Good 2 Go, located at 1968 East Yellowstone Avenue. Motion passed. The applicant had indicated the address as Yellowstone Avenue and a new application will reflect the address as Yellowstone Highway.

Mayor Humphrey opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 32, to Koto Casper, Inc., d.b.a. Koto Restaurant, located at 5091 East 2nd Street.

Assistant City Attorney Trembath entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated February 8, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated February 27, 2017, an affidavit of website publication, as published on the City of Casper website, dated February 8, 2017, and the Liquor License application filed January 12, 2017. City Manager McDonald provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 32, the public hearing was closed.

Moved by Councilmember Morgan, seconded by Councilmember Powell, to, by minute action, authorize the issuance of Restaurant Liquor License No. 32. Motion passed.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 3-17
AN ORDINANCE APPROVING A ZONE CHANGE FOR THE
WOLF CREEK NINE ADDITION SUBDIVISION IN THE CITY
OF CASPER, WYOMING.

Councilmember Johnson presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilmember Hopkins. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-29

RESOLUTION FOR THE TERMINATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN CRU CASPER, LLC, DBA PARKWAY PLAZA CASPER, RESORT, SPA AND CONVENTION CENTER AND THE CITY OF CASPER, WYOMING.

RESOLUTION NO. 17-30

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

RESOLUTION NO. 17-31

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE "K" STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51.

RESOLUTION NO. 17-32

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE SPECIAL WASTE FACILITY PARKING LOT EXPANSION, PROJECT NO. 16-038.

RESOLUTION NO. 17-33

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., FOR REPAIRING BALER GATHER CYLINDERS.

RESOLUTION NO. 17-34

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDR ASSOCIATES, INC., FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

RESOLUTION NO. 17-35

A RESOLUTION APPROVING A LOAN AGREEMENT WITH THE CASPER HOUSING AUTHORITY FOR THE PROVISION OF PERMANENT SUPPORTIVE HOUSING FOR MILITARY VETERANS WITHIN THE CITY OF CASPER UNDER THE REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Councilmember Morgan presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Murphy. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Huckabay, to, by consent minute action, rejecting all bids received for the Casper Ice Arena Chiller System Replacement Project; and authorizing the appointment of new member Trudi Holthouse to the Downtown Development Authority Board of Directors. Motion passed.

Individuals addressing the Council were: John Lichty, Casper Housing Authority (CHA) Board Chair, and Kim Summerall-Wright, CHA Executive Director, thanked Council for supporting the loan for the veterans' housing project; Steve Cathey, 2141 Cornwall, stated his opinions on the electronics waste recycling program; and Tracy LaMont, 721 E. 12th, asked questions about the upcoming public hearing regarding Washington Park and requested that Council consider naming a street after Martin Luther King.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 14, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 21, 2017, in the Council Chambers.

Moved by Councilmember Murphy, seconded by Councilmember Morgan, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 6:40 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

A & I CONSTRUCTION MANAGEMENT

RIN0027512 LEASE REFUND

\$1,250.00
\$1,250.00 Subtotal for Dept. Special Revenue
\$1,250.00 Subtotal for Vendor

A.M.B.I. & SHIPPING, INC.

| | | |
|-------------------|---------------------------------------|--------------------------------|
| 17-02-491 POSTAGE | \$49.62 | |
| | \$49.62 Subtotal for Dept. | City Attorney |
| 17-01-395 POSTAGE | \$5.70 | |
| | \$5.70 Subtotal for Dept. | City Manager |
| 17-01-403 POSTAGE | \$2.01 | |
| | \$2.01 Subtotal for Dept. | Council |
| 17-02-494 POSTAGE | \$33.21 | |
| | \$33.21 Subtotal for Dept. | Engineering |
| 17-02-495 POSTAGE | \$441.84 | |
| 17-01-405 POSTAGE | \$175.08 | |
| | \$616.92 Subtotal for Dept. | Finance |
| 17-02-503 POSTAGE | \$101.31 | |
| | \$101.31 Subtotal for Dept. | Health Insurance |
| 17-01-404 POSTAGE | \$117.74 | |
| | \$117.74 Subtotal for Dept. | Municipal Court |
| 17-02-504 POSTAGE | \$288.98 | |
| 17-01-407 POSTAGE | \$412.83 | |
| | \$701.81 Subtotal for Dept. | Police |
| 17-02-501 POSTAGE | \$9.03 | |
| | \$9.03 Subtotal for Dept. | Police Grants |
| 17-02-505 POSTAGE | \$0.57 | |
| | \$0.57 Subtotal for Dept. | Property & Liability Insurance |
| 17-02-492 POSTAGE | \$20.39 | |
| 17-02-506 POSTAGE | \$0.35 | |
| | \$20.74 Subtotal for Dept. | Refuse Collection |
| 17-01-405 POSTAGE | \$91.77 | |
| | \$91.77 Subtotal for Dept. | Water |
| | \$1,750.43 Subtotal for Vendor | |

AARON KLOKE

103454 ROTARY DUES REIMBURSEMENT

\$65.00
\$65.00 Subtotal for Dept. Planning
\$65.00 Subtotal for Vendor

ADRIAN MARTINEZ

1-261818 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Finance
\$75.00 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

RIN0027526 CASPER HOUSING AUTHORITY LOAN

\$432,749.50

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

AMERICAN TITLE AGENCY, INC.

\$432,749.50 Subtotal for Dept. Perpetual Care
\$432,749.50 Subtotal for Vendor

ANGELA DENIZ

RIN0027538 BOOT REIMBURSEMENT

\$58.11
\$58.11 Subtotal for Dept. Balefill
\$58.11 Subtotal for Vendor

BAR-D SIGNS, INC.

31680 FORCE STRUCTURE SIGN

\$1,261.40
\$1,261.40 Subtotal for Dept. Police Grants
\$1,261.40 Subtotal for Vendor

BLACK HILLS ENERGY

AP00019703101715 NATURAL GAS

\$15.75

AP000232030917 NATURAL GAS

\$264.78

AP00018303101715 NATURAL GAS

\$5,316.36

\$5,596.89 Subtotal for Dept. Aquatics

AP000229030917 NATURAL GAS

\$2,797.86

\$2,797.86 Subtotal for Dept. Balefill

AP00018703101715 NATURAL GAS

\$245.16

\$245.16 Subtotal for Dept. Buildings & Structures

AP00019603101715 NATURAL GAS

\$7,439.83

\$7,439.83 Subtotal for Dept. Casper Events Center

AP00022603101715 NATURAL GAS

\$202.00

\$202.00 Subtotal for Dept. Cemetery

AP00022703101715 NATURAL GAS

\$1,532.97

AP00019003101715 NATURAL GAS

\$647.08

AP00018503101715 NATURAL GAS

\$121.65

AP00018903101715 NATURAL GAS

\$45.51

\$2,347.21 Subtotal for Dept. City Hall

AP00018603101715 NATURAL GAS

\$340.67

AP000230030917 NATURAL GAS

\$1,566.55

\$1,907.22 Subtotal for Dept. Fire

AP000194030917 NATURAL GAS

\$2,859.77

\$2,859.77 Subtotal for Dept. Fleet Maintenance

AP00019503101715 NATURAL GAS

\$481.60

\$481.60 Subtotal for Dept. Fort Caspar

AP00018803101715 NATURAL GAS

\$448.42

\$448.42 Subtotal for Dept. Golf Course

AP00018403101715 NATURAL GAS

\$1,212.87

\$1,212.87 Subtotal for Dept. Ice Arena

AP000192030917 NATURAL GAS

\$1,484.11

\$1,484.11 Subtotal for Dept. Metro Animal

AP000222030917 NATURAL GAS

\$150.23

\$150.23 Subtotal for Dept. Parks

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

BLACK HILLS ENERGY

AP00019103101715 NATURAL GAS

\$1,074.14

\$1,074.14 Subtotal for Dept. Recreation

AP00019303101715 NATURAL GAS

\$14.18

\$14.18 Subtotal for Dept. Sewer

AP000228030917 NATURAL GAS

\$8,201.04

\$8,201.04 Subtotal for Dept. Waste Water

AP00023303101715 NATURAL GAS

\$1,080.42

AP000231030917 NATURAL GAS

\$366.53

\$1,446.95 Subtotal for Dept. Water

\$37,909.48 Subtotal for Vendor

BOYS & GIRLS CLUBS OF CENTRAL WY

4227 FUNDING

\$18,321.25

\$18,321.25 Subtotal for Dept. One Cent #15

\$18,321.25 Subtotal for Vendor

BRAIN INJURY ASSOC. OF WYOMING

418 FUNDING

\$282.06

\$282.06 Subtotal for Dept. One Cent #15

\$282.06 Subtotal for Vendor

CAN DO CO.

2181702 UTILITY REFUND

\$14.41

\$14.41 Subtotal for Dept. Water

\$14.41 Subtotal for Vendor

CASELLE, INC.

79240 MAINTENANCE AGREEMENT

\$75.00

\$75.00 Subtotal for Dept. Finance

\$75.00 Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

RIN0027502 FIRE STATION #6 CONSTRUCTION

\$335,093.00

\$335,093.00 Subtotal for Dept. Fire

\$335,093.00 Subtotal for Vendor

CASPER FAMILY YMCA

RIN0027505 TAP FEE REIMBURSEMENT

\$36,927.00

\$36,927.00 Subtotal for Dept. City Manager

\$36,927.00 Subtotal for Vendor

CASPER FIGURE SKATING CLUB

RIN0027509 COMMUNITY PROMOTIONS

\$794.44

\$794.44 Subtotal for Dept. Social Community Services

\$794.44 Subtotal for Vendor

CASPER HOUSING AUTHORITY

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

CASPER HOUSING AUTHORITY

180 FUNDING

\$22,034.52
\$22,034.52 Subtotal for Dept. One Cent #15
\$22,034.52 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0027487 SEWER
RIN0027487 SANITATION

\$21.65
\$106.50
\$128.15 Subtotal for Dept. Water Treatment Plant
\$128.15 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

149898 SYSTEM INVESTMENT FEES
149841 WHOLESALE WATER

\$3,000.00
\$217,382.82
\$220,382.82 Subtotal for Dept. Water
\$220,382.82 Subtotal for Vendor

CENTURYLINK

RIN0027539 PHONE USE
RIN0027495 PHONE USE
RIN0027539 PHONE USE

\$151.96
\$124.74
\$89.02
\$365.72 Subtotal for Dept. Casper Events Center

RIN0027536 PHONE USE

\$40.26
\$40.26 Subtotal for Dept. Cemetery

RIN0027495 PHONE USE

\$34.41
\$34.41 Subtotal for Dept. City Hall

RIN0027504 PHONE USE

\$129.88
\$129.88 Subtotal for Dept. Code Enforcement

RIN0027504 PHONE USE
RIN0027504 PHONE USE
RIN0027539 PHONE USE
RIN0027539 PHONE USE
RIN0027504 PHONE USE
RIN0027495 PHONE USE
RIN0027504 PHONE USE
RIN0027495 PHONE USE
RIN0027504 PHONE USE
RIN0027495 PHONE USE
RIN0027504 PHONE USE
RIN0027504 PHONE USE
RIN0027504 PHONE USE
RIN0027495 PHONE USE
RIN0027504 PHONE USE
RIN0027504 PHONE USE
RIN0027504 PHONE USE

\$299.61
\$292.38
\$129.68
\$178.80
\$64.40
\$38.37
\$82.52
\$23.37
\$60.36
\$60.36
\$64.72
\$7.84
\$60.36
\$82.52
\$60.78
\$1,506.07 Subtotal for Dept. Communications Center

RIN0027539 PHONE USE

\$76.74
\$76.74 Subtotal for Dept. Engineering

AP00005703101715 PHONE USE
AP00013203101715 PHONE USE

\$2,401.68
\$1,512.44

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

CENTURYLINK

| | | | |
|----------------------|--------------------|----------------------------|--------------------------|
| | \$3,914.12 | Subtotal for Dept. | Finance |
| RIN0027504 PHONE USE | \$129.88 | | |
| RIN0027504 PHONE USE | \$64.40 | | |
| RIN0027539 PHONE USE | \$906.52 | | |
| RIN0027495 PHONE USE | \$73.44 | | |
| RIN0027495 PHONE USE | \$4.00 | | |
| RIN0027495 PHONE USE | \$64.40 | | |
| RIN0027504 PHONE USE | \$64.40 | | |
| | \$1,307.04 | Subtotal for Dept. | Fire |
| RIN0027495 PHONE USE | \$62.36 | | |
| | \$62.36 | Subtotal for Dept. | Fleet Maintenance |
| RIN0027504 PHONE USE | \$89.34 | | |
| | \$89.34 | Subtotal for Dept. | Golf Course |
| RIN0027539 PHONE USE | \$307.96 | | |
| | \$307.96 | Subtotal for Dept. | Metro Animal |
| RIN0027539 PHONE USE | \$88.42 | | |
| | \$88.42 | Subtotal for Dept. | Municipal Court |
| RIN0027504 PHONE USE | \$64.40 | | |
| RIN0027539 PHONE USE | \$60.24 | | |
| | \$124.64 | Subtotal for Dept. | Parking |
| RIN0027495 PHONE USE | \$120.74 | | |
| RIN0027504 PHONE USE | \$46.00 | | |
| | \$166.74 | Subtotal for Dept. | Parks |
| RIN0027504 PHONE USE | \$62.36 | | |
| RIN0027495 PHONE USE | \$39.12 | | |
| RIN0027495 PHONE USE | \$22.59 | | |
| RIN0027539 PHONE USE | \$76.74 | | |
| RIN0027504 PHONE USE | \$64.40 | | |
| | \$265.21 | Subtotal for Dept. | Police |
| RIN0027504 PHONE USE | \$45.26 | | |
| RIN0027504 PHONE USE | \$64.40 | | |
| RIN0027504 PHONE USE | \$45.26 | | |
| | \$154.92 | Subtotal for Dept. | Streets |
| RIN0027504 PHONE USE | \$1,772.85 | | |
| | \$1,772.85 | Subtotal for Dept. | Waste Water |
| RIN0027504 PHONE USE | \$389.64 | | |
| | \$389.64 | Subtotal for Dept. | Water |
| | \$10,796.32 | Subtotal for Vendor | |

CH2M HILL, INC.

| | | | |
|---------------------------------------|-------------------|----------------------------|--------------------|
| 381096879 PRELIMINARY FACILITIES PLAN | \$3,400.97 | | |
| | \$3,400.97 | Subtotal for Dept. | Waste Water |
| | \$3,400.97 | Subtotal for Vendor | |

CHRIS HADLOCK

| | | | |
|-------------------------------|----------|--|--|
| RIN0027460 TOBACCO COMPLIANCE | \$500.46 | | |
|-------------------------------|----------|--|--|

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

CHRIS HADLOCK

RIN0027460 ALCOHOL COMPLIANCE

\$461.13

\$961.59 Subtotal for Dept. Police Grants

\$961.59 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

2099099 PLAN ADMINISTRATION FEES

\$11,462.78

\$11,462.78 Subtotal for Dept. Health Insurance

\$11,462.78 Subtotal for Vendor

CITY OF CASPER

148958 COMMUNITY PROMOTIONS

\$1,170.00

149623 COMMUNITY PROMOTIONS

\$960.00

\$2,130.00 Subtotal for Dept. Social Community Services

\$2,130.00 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1339/149732 SANITATION

\$398.38

\$398.38 Subtotal for Dept. Casper Events Center

525/149736 SANITATION

\$32.43

\$32.43 Subtotal for Dept. Hogadon

2772/149828 SANITATION

\$4,193.26

2772/149930 SANITATION

\$5,146.93

2772/150020 SANITATION

\$5,261.18

2772/149410 SANITATION

\$321.95

2772/149740 SANITATION

\$5,213.71

2772/150045 SANITATION

\$5,635.77

2772/149403 SANITATION

\$4,935.43

2772/149913 SANITATION

\$5,308.18

2772/149493 SANITATION

\$5,642.78

2772/149987 SANITATION

\$4,457.48

2772/149470 SANITATION

\$5,718.49

2772/149954 SANITATION

\$4,858.86

2772/149887-896 SANITATION

\$5,287.46

2772/149441 SANITATION

\$5,674.78

2772/149830 SANITATION

\$53,600.00

2772/149857 SANITATION

\$4,212.61

2772/149713 SANITATION

\$4,983.41

\$130,452.28 Subtotal for Dept. Refuse Collection

1276/149929 SANITATION

\$123.14

1276/149886 SANITATION

\$76.14

1276/150016 SANITATION

\$86.48

1276/149401 SANITATION

\$103.87

1276/149735 SANITATION

\$128.31

1276/149467 SANITATION

\$102.46

\$620.40 Subtotal for Dept. Waste Water

\$131,503.49 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

CIVIL ENGINEERING PROFESSIONALS, INC.

| | | | |
|--------------------------------|--------------------|---------------------|-------------|
| 16-105-07 END OF YEAR SURVEY | \$1,851.90 | | |
| | \$1,851.90 | Subtotal for Dept. | Balefill |
| 17-102-01 ENGINEERING SERVICES | \$120.00 | | |
| | \$120.00 | Subtotal for Dept. | Engineering |
| 14-066-24 EAST CASPER ZONE III | \$2,144.18 | | |
| 14-066-24 EAST CASPER ZONE III | \$4,353.32 | | |
| 15-046-12 EAST 21ST STREET | \$1,697.35 | | |
| | \$8,194.85 | Subtotal for Dept. | Water |
| | \$10,166.75 | Subtotal for Vendor | |

CLERK OF CIRCUIT COURT

| | | | |
|-------------------------|-------------------|---------------------|-----------------------|
| RIN0027517 GARNISHMENTS | \$450.90 | | |
| | \$450.90 | Subtotal for Dept. | General - Parks |
| RIN0027517 GARNISHMENTS | \$2.95 | | |
| | \$2.95 | Subtotal for Dept. | Water Treatment Plant |
| RIN0027543 GARNISHMENTS | \$303.89 | | |
| | \$303.89 | Subtotal for Dept. | Balefill |
| RIN0027543 GARNISHMENTS | \$400.00 | | |
| | \$400.00 | Subtotal for Dept. | General - Fire |
| | \$1,157.74 | Subtotal for Vendor | |

CMI TECO, INC.

| | | | |
|-------------------------------------|---------------------|---------------------|-------------------|
| 32716 SOFTWARE UPGRADE | \$625.00 | | |
| | \$625.00 | Subtotal for Dept. | Fleet Maintenance |
| 00000186 MACK LR613 SIDE LOAD TRUCK | \$209,800.20 | | |
| 00000186 MACK LR613 SIDE LOAD TRUCK | \$51,972.25 | | |
| 00000187 MACK LR613 SIDE LOAD TRUCK | \$267,172.45 | | |
| | \$528,944.90 | Subtotal for Dept. | Refuse Collection |
| | \$529,569.90 | Subtotal for Vendor | |

COBAN TECH. INC.

| | | | |
|-----------------------|-----------------|---------------------|--------|
| 13382 CUP CABLE ISSUE | \$447.00 | | |
| 13464 CPU REPAIR | \$320.00 | | |
| | \$767.00 | Subtotal for Dept. | Police |
| | \$767.00 | Subtotal for Vendor | |

COLLECTION CENTER INC.

| | | | |
|------------------------------|-----------------|---------------------|-------------------|
| 974300000298 COLLECTION FEES | \$214.85 | | |
| | \$214.85 | Subtotal for Dept. | Code Enforcement |
| 972000000357 COLLECTION FEES | \$126.32 | | |
| | \$126.32 | Subtotal for Dept. | Refuse Collection |
| 972000000357 COLLECTION FEES | \$96.00 | | |
| | \$96.00 | Subtotal for Dept. | Sewer |
| 972000000357 COLLECTION FEES | \$282.95 | | |
| | \$282.95 | Subtotal for Dept. | Water |
| | \$720.12 | Subtotal for Vendor | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

COMMUNICATION TECHNOLOGIES, INC.

| | | | |
|----------------------------------|-----------------|---------------------|--------|
| 75942 REPLACE CPU UNIT | \$51.50 | | |
| 75943 POWER HUB INSTALLATION | \$103.00 | | |
| 75944 COMPUTER SCREEN CHANGE OUT | \$154.50 | | |
| 75948 POWER HUB INSTALLATION | \$51.50 | | |
| | \$360.50 | Subtotal for Dept. | Police |
| | \$360.50 | Subtotal for Vendor | |

COMTRONIX, INC.

| | | | |
|---------------------------|-----------------|---------------------|----------|
| 20052637 ALARM MONITORING | \$732.00 | | |
| | \$732.00 | Subtotal for Dept. | Balefill |
| 20052643 ALARM MONITORING | \$119.85 | | |
| | \$119.85 | Subtotal for Dept. | Police |
| | \$851.85 | Subtotal for Vendor | |

COWBOY CHEMICAL

| | | | |
|----------------------------|----------------|---------------------|----------------------|
| 9459 MAINTENANCE AGREEMENT | \$39.00 | | |
| | \$39.00 | Subtotal for Dept. | Casper Events Center |
| | \$39.00 | Subtotal for Vendor | |

CRIME SCENE INFORMATION

| | | | |
|-------------------------------|----------------|---------------------|--------|
| 157-12-060 CRIMESTOPPERS LINE | \$86.25 | | |
| | \$86.25 | Subtotal for Dept. | Police |
| | \$86.25 | Subtotal for Vendor | |

DANIEL RAATZ

| | | | |
|-----------------------------------|-----------------|---------------------|-----------------------|
| RIN0027494 CLOTHING REIMBURSEMENT | \$100.00 | | |
| | \$100.00 | Subtotal for Dept. | Water Treatment Plant |
| | \$100.00 | Subtotal for Vendor | |

DAVE LODEN CONSTRUCTION

| | | | |
|---|-------------------|---------------------|--------------------------------|
| RIN0027526 METAL REPAIR FIRE STATION #2 | \$1,315.00 | | |
| | \$1,315.00 | Subtotal for Dept. | Property & Liability Insurance |
| | \$1,315.00 | Subtotal for Vendor | |

DAVIDSON FIXED INCOME MGMT.

| | | | |
|---|-------------------|---------------------|---------|
| 2017-2CASPER FIXED INCOME MANAGEMENT FEES | \$3,600.52 | | |
| | \$3,600.52 | Subtotal for Dept. | Finance |
| | \$3,600.52 | Subtotal for Vendor | |

DELL MARKETING LP

| | | | |
|---------------------------------|-------------------|---------------------|------------------|
| 10151645954 SOFTWARE LICENSES | \$1,036.41 | | |
| | \$1,036.41 | Subtotal for Dept. | Code Enforcement |
| 10151645954-A SOFTWARE LICENSES | \$690.94 | | |
| | \$690.94 | Subtotal for Dept. | Metro Animal |
| 10151645938 SOFTWARE LICENSES | \$673.01 | | |
| | \$673.01 | Subtotal for Dept. | Police |
| | \$2,400.36 | Subtotal for Vendor | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

DELTA CONSTRUCTION INC

RIN0027501 HOGADON LODGE

\$674,237.00
\$674,237.00 Subtotal for Dept. Hogadon
\$674,237.00 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0027530 DENTAL INSURANCE
RIN0027529 DENTAL INSURANCE

\$1,574.20
\$36,319.11
\$37,893.31 Subtotal for Dept. Health Insurance
\$37,893.31 Subtotal for Vendor

DESERT MTN. CORP.

16-51732 ICE SLICER
16-50602 ICE SLICER
16-50600 ICE SLICER
16-50599 ICE SLICER
16-50601 ICE SLICER
16-50598 ICE SLICER
16-50603 ICE SLICER
16-50597 ICE SLICER
16-50595 ICE SLICER

\$3,456.54
\$3,755.26
\$3,889.69
\$3,564.83
\$3,864.80
\$3,351.98
\$3,930.77
\$3,790.12
\$4,946.44
\$34,550.43 Subtotal for Dept. Snow Removal
\$34,550.43 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000044-17 CHEMICALS

\$5,576.40
\$5,576.40 Subtotal for Dept. Water Treatment Plant
\$5,576.40 Subtotal for Vendor

ELECTRIC SVC. CO.

44356-C HEADWORKS BREAKER

\$695.00
\$695.00 Subtotal for Dept. Waste Water
\$695.00 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09729 FIRE SUPPRESSION SYSTEM

\$5,302.50
\$5,302.50 Subtotal for Dept. CDBG
\$5,302.50 Subtotal for Vendor

FALCON PUMP & SUPPLY

48613297 MTN VIEW BOOSTER PUMP PARTS

\$4,584.52
\$4,584.52 Subtotal for Dept. Water Treatment Plant
\$4,584.52 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1226007 MERCHANT FEES

\$78.42
\$78.42 Subtotal for Dept. Code Enforcement

REMI1232088 MERCHANT FEES

\$5.16
\$5.16 Subtotal for Dept. Engineering

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

FIRST DATA MERCHANT SVCS CORP.

| | | | |
|---------------------------|-------------------|----------------------------|-----------------|
| REMI1219212 MERCHANT FEES | \$869.17 | | |
| REMI1226001 MERCHANT FEES | \$754.18 | | |
| REMI1211649 MERCHANT FEES | \$15.20 | | |
| | \$1,638.55 | Subtotal for Dept. | Hogadon |
| REMI1226003 MERCHANT FEES | \$173.46 | | |
| | \$173.46 | Subtotal for Dept. | Municipal Court |
| REMI1226006 MERCHANT FEES | \$55.69 | | |
| | \$55.69 | Subtotal for Dept. | Police |
| | \$1,951.28 | Subtotal for Vendor | |

FIRST INTERSTATE BANK

| | | | |
|----------------------------|-------------------|----------------------------|-----------------|
| RIN0027535 SERVICE CHARGES | \$572.56 | | |
| RIN0027534 LOCKBOX FEES | \$1,904.15 | | |
| | \$2,476.71 | Subtotal for Dept. | Finance |
| RIN0027527 SERVICE AWARDS | \$93.00 | | |
| | \$93.00 | Subtotal for Dept. | Human Resources |
| | \$2,569.71 | Subtotal for Vendor | |

FIRST INTERSTATE BANK - PETTY CASH

| | | | |
|-------------------------|----------------|----------------------------|-----------------|
| RIN0027497 PETTY CASH | \$16.42 | | |
| | \$16.42 | Subtotal for Dept. | Aquatics |
| RIN0027513 WITNESS FEES | \$15.00 | | |
| | \$15.00 | Subtotal for Dept. | Municipal Court |
| RIN0027511 PETTY CASH | \$9.50 | | |
| | \$9.50 | Subtotal for Dept. | Recreation |
| | \$40.92 | Subtotal for Vendor | |

FIVE TRAILS ROTARY CLUB

| | | | |
|--------------------|-----------------|----------------------------|----------|
| 103472 ROTARY DUES | \$350.00 | | |
| | \$350.00 | Subtotal for Dept. | Planning |
| | \$350.00 | Subtotal for Vendor | |

GAIL SCHENFISCH

| | | | |
|------------------------------|----------------|----------------------------|-----------------|
| RIN0027490 COURT INTERPRETER | \$55.00 | | |
| | \$55.00 | Subtotal for Dept. | Municipal Court |
| | \$55.00 | Subtotal for Vendor | |

GARAGE DOOR DUDES

| | | | |
|--------------------------------|-----------------|----------------------------|-------------------|
| 0007 REPAIR BAY 16 GARAGE DOOR | \$230.00 | | |
| | \$230.00 | Subtotal for Dept. | Fleet Maintenance |
| | \$230.00 | Subtotal for Vendor | |

GEORGE DAVID LYMAN

| | | | |
|-----------------------------------|-----------------|----------------------------|-----------------------|
| RIN0027545 REFUND APPLICATION FEE | \$275.00 | | |
| | \$275.00 | Subtotal for Dept. | Community Development |
| | \$275.00 | Subtotal for Vendor | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

GLOBAL SPECTRUM L.P.

| | | | |
|--|---------------------|---------------------|----------------------|
| 201617NT-20 FOOD FOR AWARDS CEREMONY | \$510.00 | | |
| | \$510.00 | Subtotal for Dept. | Police |
| 201617TS-24 ELTON JOHN INITIAL TICKET FUND | \$541,280.50 | | |
| | \$541,280.50 | Subtotal for Dept. | Casper Events Center |
| 201617FEE-01 TICKET FEES COLLECTED | \$24,566.00 | | |
| 201617TS-25 SPIRIT COMPETITION | \$27,515.00 | | |
| | \$52,081.00 | Subtotal for Dept. | Casper Events Center |
| 201617TS-23 1A-2A B-BALL TOURNAMENT | \$74,149.00 | | |
| | \$74,149.00 | Subtotal for Dept. | Casper Events Center |
| 201617TS-26 3A-4A B-BALL TOURNAMENT | \$87,323.00 | | |
| | \$87,323.00 | Subtotal for Dept. | Casper Events Center |
| 201617TS-27 API CHILI COOKOFF SERVICE FEES | \$200.00 | | |
| | \$200.00 | Subtotal for Dept. | Casper Events Center |
| | \$755,543.50 | Subtotal for Vendor | |

GOLDER ASSOCIATES

| | | | |
|------------------------------------|-----------------|---------------------|----------|
| 472940 GROUND WATER/METHANE REPORT | \$454.65 | | |
| | \$454.65 | Subtotal for Dept. | Balefill |
| | \$454.65 | Subtotal for Vendor | |

GOLEN PROPERTIES, LLC

| | | | |
|--|-------------------|---------------------|-------|
| RIN0027500 EASEMENT EAST CASPER ZONE III | \$6,633.34 | | |
| | \$6,633.34 | Subtotal for Dept. | Water |
| | \$6,633.34 | Subtotal for Vendor | |

GPC ARCHITECTS PLLC

| | | | |
|------------------|-------------------|---------------------|---------|
| 19 HOGADON LODGE | \$5,624.17 | | |
| | \$5,624.17 | Subtotal for Dept. | Hogadon |
| | \$5,624.17 | Subtotal for Vendor | |

GREEN, TREDELL

| | | | |
|---------------------------|----------------|---------------------|-------|
| 0028290091 UTILITY REFUND | \$29.53 | | |
| | \$29.53 | Subtotal for Dept. | Water |
| | \$29.53 | Subtotal for Vendor | |

GRIZZLY EXCAVATING & CONST. LLC.

| | | | |
|--------------------------------|-------------------|---------------------|--------------|
| RIN0027521 YMCA BID PACKAGE #2 | \$1,500.00 | | |
| | \$1,500.00 | Subtotal for Dept. | City Manager |
| | \$1,500.00 | Subtotal for Vendor | |

HDR ENGINEERING, INC.

| | | | |
|-----------------------------|--------------------|---------------------|-------|
| 1200035960 ON-GOING STUDIES | \$8,696.25 | | |
| 1200031697 ON-GOING STUDIES | \$3,784.00 | | |
| | \$12,480.25 | Subtotal for Dept. | Water |
| | \$12,480.25 | Subtotal for Vendor | |

HOMAX OIL SALES, INC.

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

HOMAX OIL SALES, INC.

| | | |
|--------------------------|--------------------|---|
| 0360459-IN DIESEL FUEL | \$236.51 | |
| 0361129-IN UNLEADED FUEL | \$15,835.69 | |
| 0360459-IN DIESEL FUEL | \$318.41 | |
| 0358903-IN OIL | \$296.16 | |
| 0360459-IN DIESEL FUEL | \$18,589.24 | |
| | \$35,276.01 | Subtotal for Dept. Fleet Maintenance |
| CL78445 FEB. FUEL | \$1,953.30 | |
| | \$1,953.30 | Subtotal for Dept. Water |
| | \$37,229.31 | Subtotal for Vendor |

HULT CONSTRUCTION

| | | |
|---------------------------------------|-------------------|------------------------------------|
| 16012-3 STORAGE BUILDING CONSTRUCTION | \$5,140.00 | |
| 16012-3 RETAINAGE | (\$514.00) | |
| | \$4,626.00 | Subtotal for Dept. Balefill |
| | \$4,626.00 | Subtotal for Vendor |

JAMES HIGDAY

| | | |
|--|-----------------|--|
| RIN0027515 WRS DEDUCTION REIMBURSEMENT | \$706.79 | |
| | \$706.79 | Subtotal for Dept. Health Insurance |
| | \$706.79 | Subtotal for Vendor |

JEREMY TILLER

| | | |
|-----------------------------------|-----------------|----------------------------------|
| RIN0027518 CLOTHING REIMBURSEMENT | \$200.00 | |
| | \$200.00 | Subtotal for Dept. Police |
| | \$200.00 | Subtotal for Vendor |

JONATHAN TAVARES

| | | |
|-----------------------------------|----------------|---------------------------------|
| RIN0027488 TRAINING REIMBURSEMENT | \$50.00 | |
| | \$50.00 | Subtotal for Dept. Water |
| | \$50.00 | Subtotal for Vendor |

KCWY-TV

| | | |
|-----------------|-----------------|-----------------------------------|
| 445296-3 TV ADS | \$370.00 | |
| 445296-4 TV ADS | \$540.00 | |
| | \$910.00 | Subtotal for Dept. Hogadon |
| | \$910.00 | Subtotal for Vendor |

KNIGHT, ANGIE/PHILLIP

| | | |
|---------------------------|---------------|---------------------------------|
| 0028290094 UTILITY REFUND | \$8.61 | |
| | \$8.61 | Subtotal for Dept. Water |
| | \$8.61 | Subtotal for Vendor |

KTWO TELEVISION

| | | |
|--------------|-------------------|-----------------------------------|
| 19648 TV ADS | \$1,100.00 | |
| | \$1,100.00 | Subtotal for Dept. Hogadon |
| | \$1,100.00 | Subtotal for Vendor |

KUBWATER RESOURCES, INC

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

KUBWATER RESOURCES, INC

06466 ZETAG 7593 DRY POLYMER
06383 ZETAG 7593 DRY POLYMER

\$4,839.01
\$4,839.01
\$9,678.02 Subtotal for Dept. Waste Water
\$9,678.02 Subtotal for Vendor

LEX DYER

251402 UTILITY REFUND

\$1,700.00
\$1,700.00 Subtotal for Dept. Water
\$1,700.00 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0027528 RETIREE LIFE

\$287.59
\$287.59 Subtotal for Dept. Health Insurance
\$287.59 Subtotal for Vendor

LYNETTE MCCARTNEY

RIN0027514 ICMA REFUND

\$892.10
\$892.10 Subtotal for Dept. Waste Water
\$892.10 Subtotal for Vendor

MARK KAWA

RIN0027544 GARNISHMENT REFUND

\$295.83
\$295.83 Subtotal for Dept. General - Parks
\$295.83 Subtotal for Vendor

MCMURRY READY MIX CO.

224573 CONCRETE

\$171.75
\$171.75 Subtotal for Dept. Water
\$171.75 Subtotal for Vendor

MIKE DAY

851467 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Water
\$75.00 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

42315 ETHERNET

\$512.50
\$512.50 Subtotal for Dept. Communications Center
\$512.50 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

584305 PLAN ADMINISTRATION FEES

\$411.75
\$411.75 Subtotal for Dept. Health Insurance
\$411.75 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

2382 JUVENILE CARE
2381 JUVENILE CARE

\$7,500.00
\$7,500.00

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

NATRONA COUNTY - SHERIFFS' OFFICE

\$15,000.00 Subtotal for Dept. Police

\$15,000.00 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0027541 RECORDING FEES

\$249.00

\$249.00 Subtotal for Dept. Planning

\$249.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE52419 UNIFORMS

\$64.95

NE52540 UNIFORMS

\$119.90

NE52612 UNIFORMS

\$129.90

NE52418 UNIFORMS

\$167.90

NE52407 UNIFORMS

\$109.90

NE52613 UNIFORMS

\$64.95

LN-349755 UNIFORMS

\$84.99

NE52684 UNIFORMS

\$64.95

NE52614 UNIFORMS

\$45.95

\$853.39 Subtotal for Dept. Police

\$853.39 Subtotal for Vendor

ONE CALL OF WY.

43933 LOCATE TICKETS

\$176.96

44186 LOCATE TICKETS

\$191.70

\$368.66 Subtotal for Dept. Sewer

43933 LOCATE TICKETS

\$216.29

44186 LOCATE TICKETS

\$234.30

\$450.59 Subtotal for Dept. Water

\$819.25 Subtotal for Vendor

PAUL ZOWADA

RIN0027457 BOOT REIMBURSEMENT

\$50.38

\$50.38 Subtotal for Dept. Parks

\$50.38 Subtotal for Vendor

P-CARD VENDORS

00055607 CASPER STAR TRIBUNE

\$482.72

00055631 COMTRONIX

\$165.00

00055539 HAWKINS INC

\$2,045.38

00055472 HAWKINS INC

\$1,601.59

00055405 AMAZON

\$25.00

00055427 THE WEBSTAUANT STORE

\$255.38

00055306 HIGH COUNTRY POOLS

\$257.07

00055443 ACTIVE.COM

\$1,170.00

00055427 THE WEBSTAUANT STORE

\$428.30

00055427 THE WEBSTAUANT STORE

\$104.90

\$6,535.34 Subtotal for Dept. Aquatics

00055479 CASPER STAR TRIBUNE

\$488.52

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | |
|----------|------------------------------|--------------------|---|
| 00055541 | ALSCO INC. | \$337.96 | |
| 00055932 | CPU IIT | \$738.79 | |
| 00055545 | SAMS CLUB #6425 | \$68.50 | |
| 00055758 | BAILEYS ACE HARDWARE | \$76.43 | |
| 00055545 | SAMS CLUB #6425 | \$97.82 | |
| 00055755 | HOWARD SUPPLY COMPANY | \$148.50 | |
| 00055554 | WEAR PARTS INC | \$63.82 | |
| 00055309 | WYOMING MACHINERY | \$790.75 | |
| 00055656 | BAILEYS ACE HARDWARE | \$57.90 | |
| 00055745 | TRAVERS TOOL COMPANY | \$743.40 | |
| 00055658 | THE HOME DEPOT #6001 | \$35.38 | |
| 00055570 | POWER EQUIPMENT | \$118.37 | |
| 00055561 | CED | \$300.29 | |
| 00055639 | VEOLIA ENVIRONMENTAL | \$4,501.70 | |
| 00055495 | INDUSTRIAL SCREEN | \$185.00 | |
| 00055657 | WINDSOCK PILOT SUPPLIES | \$211.95 | |
| 00055173 | DOUBLE D WELDING | \$710.00 | |
| 00055660 | BEARING BELTCHAIN00244 | \$205.09 | |
| 00055748 | AIRGAS CENTRAL | \$210.02 | |
| 00055366 | BAILEYS ACE HARDWARE | \$29.78 | |
| 00055432 | WYOMING MACHINERY | \$240.28 | |
| 00055431 | HOWARD SUPPLY COMPANY | \$434.89 | |
| 00055430 | WYOMING MACHINERY | \$2,042.67 | |
| 00055422 | BEARING BELTCHAIN00244 | \$133.37 | |
| 00055456 | AIRGAS CENTRAL | \$62.44 | |
| 00055458 | CASPER CONTRACTORS SUPPLY | \$248.50 | |
| 00055389 | WYOMING MACHINERY | \$240.28 | |
| 00055629 | WEAR PARTS INC | \$154.90 | |
| 00055375 | BEARING BELTCHAIN00244 | \$1,019.28 | |
| 00055637 | REOTEMP INSTRUMENT | \$287.00 | |
| 00055340 | RESPOND FIRST AID | \$45.83 | |
| 00055340 | RESPOND FIRST AID | \$11.37 | |
| 00055129 | DOUBLE D WELDING | \$895.00 | |
| 00055148 | DOUBLE D WELDING | \$8,875.00 | |
| 00055624 | SOURCE OFFICE AND TECHNOLOGY | \$114.49 | |
| 00055760 | COCA COLA BOTTLING CO | \$14.70 | |
| 00055632 | AGP PROPANE SERVICES | \$782.47 | |
| 00055635 | WAL-MART #1617 | \$3.47 | |
| 00055498 | CASPER CONTRACTORS SUPPLY | \$46.77 | |
| 00055385 | WEAR PARTS | \$126.94 | |
| | | \$25,899.62 | Subtotal for Dept. Balefill |
| 00055941 | LONG BLDG. TECHNOLOGIES | \$1,947.00 | |
| | | \$1,947.00 | Subtotal for Dept. Buildings & Grounds |
| 00055577 | DIAMOND VOGEL PAINT | \$19.27 | |
| 00055533 | WW GRAINGER | \$175.50 | |
| 00055541 | ALSCO INC. | \$220.76 | |
| 00055627 | BLOEDORN LUMBER CASPER | \$56.65 | |
| 00055625 | WOODWORKERS SUPPLY | \$42.94 | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | |
|----------|--------------------------------|------------|
| 00055605 | THE HOME DEPOT #6001 | \$18.25 |
| 00055604 | MENARDS CASPER WY | \$161.68 |
| 00055592 | BLOEDORN LUMBER CASPER - Credi | (\$95.88) |
| 00055589 | MENARDS CASPER WY | \$119.90 |
| 00055579 | BURBACKS REFRIGERATION | \$71.59 |
| 00055548 | CED | \$47.95 |
| 00055929 | HERCULES INDUSTRIES | \$57.82 |
| 00055149 | BAILEYS ACE HARDWARE | (\$2.94) |
| 00055531 | GEORGE T SANDERS | \$9.26 |
| 00055527 | ADVANCE AUTO PARTS | \$35.98 |
| 00055522 | SAMS CLUB #6425 | \$44.77 |
| 00055505 | CASPER WINAIR SUPPLY | \$42.85 |
| 00055499 | LONG BLDG. TECHNOLOGIES | \$1,077.36 |
| 00055484 | SHEET METAL SPECIALTIES | \$54.50 |
| 00055336 | FRONTLINE FIRE | \$500.00 |
| 00055285 | BLOEDORN LUMBER CASPER | \$10.55 |
| 00055560 | CPU IIT | \$88.40 |
| 00055467 | WOODWORKERS SUPPLY | \$27.82 |
| 00055325 | BAILEYS ACE HARDWARE | \$10.39 |
| 00055822 | SHERWIN WILLIAMS 70343 | \$110.18 |
| 00055814 | BLOEDORN LUMBER CASPER | \$19.79 |
| 00055782 | CED | \$26.13 |
| 00055778 | MENARDS CASPER WY | \$49.50 |
| 00055775 | BLOEDORN LUMBER CASPER | \$149.99 |
| 00055769 | GEORGE T SANDERS Purchase | \$84.33 |
| 00055752 | CASPER WINNELSON | \$36.36 |
| 00055741 | DIAMOND VOGEL PAINT | \$191.13 |
| 00055739 | HERCULES INDUSTRIES | \$178.32 |
| 00055735 | HERCULES INDUSTRIES | \$190.97 |
| 00055712 | CASPER WINNELSON | \$27.60 |
| 00054057 | KONE INC. | \$1,541.46 |
| 00055645 | MENARDS CASPER WY | \$16.99 |
| 00055650 | BLOEDORN LUMBER CASPER | \$9.00 |
| 00055436 | SHERWIN WILLIAMS 70343 | \$50.21 |
| 00055417 | NORCO INC | \$475.25 |
| 00055416 | BAILEYS ACE HARDWARE | \$6.27 |
| 00055415 | WOODWORKERS SUPPLY | \$27.54 |
| 00055339 | DIAMOND VOGEL PAINT | \$156.54 |
| 00055342 | THE HOME DEPOT #6001 | \$15.06 |
| 00055345 | BLOEDORN LUMBER CASPER | \$117.02 |
| 00055400 | BAILEYS ACE HARDWARE | \$9.94 |
| 00055391 | CASPER WINNELSON | \$30.78 |
| 00055350 | KISTLER TENT AND AWNING | \$60.00 |
| 00055381 | NORCO INC | \$173.78 |
| 00055363 | NORCO INC | \$12.63 |
| 00055925 | MENARDS CASPER WY | \$66.52 |
| 00054059 | KONE INC. | \$1,541.46 |
| 00055894 | CED | \$82.80 |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | |
|---------------------------------------|-------------------|--|
| 00055899 CRUM ELECTRIC SUPPLY | \$83.10 | |
| 00055909 GEORGE T SANDERS Purchase | \$37.20 | |
| 00055828 MENARDS CASPER WY | \$112.73 | |
| | \$8,485.95 | Subtotal for Dept. Buildings & Structures |
| 00054803 ENVATOMARKET33146603 | \$17.00 | |
| 00054869 ENVATOMARKET33171584 | \$17.00 | |
| | \$34.00 | Subtotal for Dept. Cemetery |
| 00055677 FEDEX 23576551 | \$49.84 | |
| 00055695 TOP OFFICE PRODUCTS | \$193.87 | |
| 00055337 CLE INTERNATIONAL | \$695.00 | |
| 00055544 ATLAS OFFICE PRODUCTS | \$30.57 | |
| | \$969.28 | Subtotal for Dept. City Attorney |
| 00055874 RMI WYOMING INC | \$190.00 | |
| 00055721 RMI WYOMING INC | \$190.00 | |
| 00055608 COMTRONIX | \$261.00 | |
| | \$641.00 | Subtotal for Dept. City Hall |
| 00055262 ATLAS OFFICE PRODUCTS | \$2.90 | |
| 00055406 SOFTWARE | \$13.48 | |
| 00055549 COMTRONIX | \$78.00 | |
| 00055390 AMAZON | \$10.88 | |
| 00055147 STU STUMPS | \$147.45 | |
| 00055369 ACOUSTICMAGIC | \$124.53 | |
| 00055418 CPU IIT | \$246.26 | |
| | \$623.50 | Subtotal for Dept. City Manager |
| 00055520 SAMS CLUB #6425 | \$122.56 | |
| 00055426 VERIZON | \$44.69 | |
| 00055666 AMBI MAIL AND MARKETING | \$424.15 | |
| 00055688 NETWORK FLEET. INC. | \$227.40 | |
| | \$818.80 | Subtotal for Dept. Code Enforcement |
| 00055915 DIRECTV SERVICE | \$66.99 | |
| 00055859 AT&T 0512212799001 | \$37.29 | |
| 00055832 COMPUTER PROJECTS | \$1,200.00 | |
| 00055704 VERIZON | \$122.69 | |
| 00055831 AT&T 0512212711001 | \$52.06 | |
| 00054324 PRICELINE HOTELS | \$106.79 | |
| 00055772 SOURCE OFFICE AND TECHNOLOGY | \$138.75 | |
| | \$1,724.57 | Subtotal for Dept. Communications Center |
| 00055418 CPU IIT | \$246.27 | |
| 00055418 CPU IIT | \$246.26 | |
| 00055398 CPU IIT | \$917.98 | |
| 00055412 INTERNATIONAL TRANSACTION | \$0.32 | |
| 00055369 ACOUSTICMAGIC | \$124.53 | |
| 00055390 AMAZON | \$10.88 | |
| 00055388 CASPER STAR TRIBUNE | \$859.20 | |
| 00055390 AMAZON | \$10.88 | |
| 00055406 SOFTWARE | \$13.49 | |
| 00055406 SOFTWARE | \$13.48 | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | |
|----------|-------------------------------|--------------------|-----------------------------------|
| 00055369 | ACOUSTICMAGIC | \$124.53 | |
| 00055524 | GOEDICKE'S | \$251.46 | |
| 00055428 | CASPER STAR TRIBUNE | \$859.20 | |
| | | \$3,678.48 | Subtotal for Dept. Council |
| 00054080 | ATLAS OFFICE PRODUCTS | \$10.82 | |
| 00055313 | MOUNTAIN STATES LITHOGRAPH | \$135.95 | |
| 00055368 | ATLAS OFFICE PRODUCTS | \$21.64 | |
| 00055354 | BEARING BELTCHAIN00244 | \$4.99 | |
| 00055300 | VERIZON | \$280.07 | |
| 00055477 | PROFORMA | \$56.56 | |
| 00053704 | ATLAS OFFICE PRODUCTS | \$26.42 | |
| 00053712 | ATLAS OFFICE PRODUCTS | \$69.32 | |
| 00054933 | ATLAS OFFICE PRODUCTS | \$13.52 | |
| 00054760 | ATLAS OFFICE PRODUCTS | \$6.12 | |
| 00055144 | ATLAS OFFICE PRODUCTS | \$106.81 | |
| 00054646 | ATLAS OFFICE PRODUCTS | \$250.97 | |
| 00055370 | GOVERNMENT FINANCE | \$580.00 | |
| 00055608 | COMTRONIX | \$78.00 | |
| 00055703 | ATLAS OFFICE PRODUCTS | \$20.70 | |
| 00055373 | ATLAS OFFICE PRODUCTS | \$152.89 | |
| 00055594 | BEARING BELTCHAIN00244 | \$11.98 | |
| 00055563 | USPS PO 5715580945 | \$1,240.00 | |
| 00055600 | WEAR PARTS INC | \$19.20 | |
| 00055481 | CASPER STAR TRIBUNE | \$1,527.24 | |
| 00055503 | CASPER STAR TRIBUNE | \$170.42 | |
| 00055523 | AP TECHNOLOGY | \$1,285.00 | |
| 00055449 | WYOMING ASSOCIATION OF RURAL | \$385.00 | |
| 00055444 | WYOMING ASSOCIATION OF RURAL | \$385.00 | |
| 00055393 | ATLAS OFFICE PRODUCTS | \$152.89 | |
| 00055426 | VERIZON | \$22.35 | |
| 00054881 | AMAZON | \$239.99 | |
| 00055492 | CASPER STAR TRIBUNE | \$251.76 | |
| 00055562 | AUDIMATION SERVICES | \$3,400.00 | |
| | | \$10,905.61 | Subtotal for Dept. Finance |
| 00055322 | THE HOME DEPOT #6001 | \$470.16 | |
| 00055200 | THE HOME DEPOT #6001 | \$9.37 | |
| 00055176 | OFFICEMAX | \$51.40 | |
| 00055187 | WAL-MART #3778 | \$42.83 | |
| 00055199 | THE HOME DEPOT #6001 - Credit | (\$100.00) | |
| 00055215 | THE HOME DEPOT #6001 | \$93.23 | |
| 00055231 | RIDLEY'S 1132 | \$12.60 | |
| 00055257 | BEARING BELTCHAIN00244 | \$344.25 | |
| 00055174 | NEVE'S UNIFORMS & | \$533.90 | |
| 00055308 | WPSG. INC 800-852-6088 | \$70.48 | |
| 00054653 | EXXONMOBIL | \$37.33 | |
| 00055304 | THE HOME DEPOT #6001 | \$279.97 | |
| 00055163 | THE HOME DEPOT #6001 | \$589.20 | |
| 00055152 | OFFICEMAX | \$18.26 | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|-----------------------|--------------------|---------------------------|-----------------------|
| 00055112 | CONOCO - WHEATLAND | \$89.36 | | |
| 00055103 | GEARGRID CORPORATION | \$4,177.00 | | |
| 00054889 | EXXONMOBIL | \$21.19 | | |
| 00055162 | HOBBY-LOBBY #0233 | \$25.17 | | |
| 00054781 | CPS DISTRIBUTORS | \$168.00 | | |
| 00054495 | EXXONMOBIL | \$30.31 | | |
| 00054423 | CPU IIT | \$1,145.87 | | |
| 00054143 | FRONTLINE FIRE | \$1,420.00 | | |
| 00053657 | LANDFALL NAVIGATION | (\$109.55) | | |
| 00054808 | BARGREEN WYOMING | \$67.61 | | |
| 00055442 | VERIZON | \$2,262.41 | | |
| 00055383 | NATIONWIDE SUPPLY | \$1,203.91 | | |
| 00055133 | HAT SIX TRAVEL CENTER | \$22.26 | | |
| 00055466 | VERIZON | \$120.03 | | |
| | | \$13,096.55 | Subtotal for Dept. | Fire |
| 00055356 | LN CURTIS | \$5,790.00 | | |
| | | \$5,790.00 | Subtotal for Dept. | Fire Equipment |
| 00055506 | WYOMING MACHINERY | \$12.01 | | |
| 00055506 | WYOMING MACHINERY | \$1,033.01 | | |
| 00055550 | PETERSON EQUIPMENT | \$529.19 | | |
| 00055547 | ALSCO INC. | \$709.42 | | |
| 00055506 | WYOMING MACHINERY | \$10.77 | | |
| 00055506 | WYOMING MACHINERY | (\$494.82) | | |
| 00055538 | HOSE & RUBBER SUPPLY | \$7.08 | | |
| 00055534 | COMTRONIX | \$78.00 | | |
| 00055506 | WYOMING MACHINERY | \$4.98 | | |
| 00055530 | GREINER FORD LINCOLN | \$62.44 | | |
| 00055559 | WW GRAINGER | \$34.74 | | |
| 00055506 | WYOMING MACHINERY | \$680.71 | | |
| 00055506 | WYOMING MACHINERY | \$111.25 | | |
| 00055506 | WYOMING MACHINERY | \$1,045.01 | | |
| 00055504 | DRIVE TRAIN CASPER | \$142.36 | | |
| 00055487 | HONNEN EQUIPMENT | \$95.02 | | |
| 00055476 | BAILEYS ACE HARDWARE | \$30.50 | | |
| 00055506 | WYOMING MACHINERY | \$87.61 | | |
| 00055571 | NAPA | \$85.18 | | |
| 00055571 | NAPA | \$113.21 | | |
| 00055571 | NAPA | \$6.29 | | |
| 00055571 | NAPA | \$73.98 | | |
| 00055571 | NAPA | \$25.57 | | |
| 00055571 | NAPA | \$16.62 | | |
| 00055571 | NAPA | \$83.18 | | |
| 00055571 | NAPA | (\$16.27) | | |
| 00055506 | WYOMING MACHINERY | \$125.86 | | |
| 00055571 | NAPA | \$6.68 | | |
| 00055564 | NORCO INC | \$82.96 | | |
| 00055571 | NAPA | (\$18.08) | | |
| 00055571 | NAPA | (\$18.08) | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | |
|------------------------------------|------------|
| 00055571 NAPA | (\$18.08) |
| 00055571 NAPA | \$226.42 |
| 00055571 NAPA | \$705.60 |
| 00055457 CPU IIT - COPY MACHINES | \$548.80 |
| 00055571 NAPA | \$39.98 |
| 00055469 WW GRAINGER | \$8.98 |
| 00055571 NAPA | \$118.70 |
| 00055497 WYOMING MACHINERY | \$614.24 |
| 00055462 GREINER FORD | \$162.87 |
| 00055387 HOSE & RUBBER SUPPLY | \$430.02 |
| 00055358 GREINER FORD LINCOLN | \$222.43 |
| 00055330 GOODYEAR COMMERCIAL | \$1,032.55 |
| 00055280 CMI-TECO - ARM 1332-AR | \$138.68 |
| 00055750 JACKS TRUCK AND EQUIPMENT | \$127.68 |
| 00055426 VERIZON | \$22.35 |
| 00055796 INTERSTATE ALL BATTERY | \$7.96 |
| 00055497 WYOMING MACHINERY | \$8.88 |
| 00055798 INTERSTATE ALL BATTERY | \$7.96 |
| 00055497 WYOMING MACHINERY | \$352.96 |
| 00055497 WYOMING MACHINERY | \$155.68 |
| 00055497 WYOMING MACHINERY | \$108.39 |
| 00055473 STOTZ EQUIPMENT | \$72.41 |
| 00055777 GREINER FORD LINCOLN | (\$50.16) |
| 00055774 SAFETY KLEEN SYSTEMS | \$153.43 |
| 00055770 DRIVE TRAIN | \$278.00 |
| 00055497 WYOMING MACHINERY | \$238.53 |
| 00055806 NAPA | (\$36.06) |
| 00055571 NAPA | \$9.98 |
| 00055459 WW GRAINGER | \$9.58 |
| 00055571 NAPA | \$37.82 |
| 00055452 GREINER FORD | \$66.77 |
| 00055451 GREINER FORD LINCOLN | \$393.64 |
| 00055730 PURVIS INDUSTRIES | \$85.68 |
| 00055445 CMI-TECO | \$105.16 |
| 00055404 HOSE & RUBBER SUPPLY | \$36.68 |
| 00055413 HOSE & RUBBER SUPPLY | \$42.11 |
| 00055464 GREINER FORD LINCOLN | \$154.67 |
| 00055806 NAPA | \$21.86 |
| 00055806 NAPA | \$28.92 |
| 00055806 NAPA | \$88.11 |
| 00055806 NAPA | (\$18.08) |
| 00055806 NAPA | (\$96.44) |
| 00055806 BEARING BELTCHAIN00244 | \$149.34 |
| 00055806 NAPA | (\$18.08) |
| 00055420 HOSE & RUBBER SUPPLY | \$48.54 |
| 00055698 JACKS TRUCK AND EQUIPMENT | \$121.82 |
| 00055646 GREINER | \$194.64 |
| 00055647 GREINER FORD LINCOLN | \$65.70 |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|---------------------------|--------------------|---------------------------|------------------------------|
| 00055648 | STOTZ EQUIPMENT | \$1,151.93 | | |
| 00055667 | JACKS TRUCK AND EQUIPMENT | \$332.16 | | |
| 00055717 | SPARTAN CHASSIS | \$469.86 | | |
| 00055672 | GREINER FORD LINCOLN | \$66.24 | | |
| 00055675 | WAUSAU EQUIPMENT | \$2,268.15 | | |
| 00055866 | NAPA | \$95.21 | | |
| 00055678 | JACKS TRUCK AND EQUIPMENT | \$18.78 | | |
| 00055640 | WAUSAU EQUIPMENT | \$3,372.94 | | |
| 00055870 | CENTRAL PARTS WAREHOUSE | \$77.95 | | |
| 00055838 | BEARING BELTCHAIN00244 | \$13.83 | | |
| 00055699 | DECKER AUTO GLASS | \$253.05 | | |
| 00055688 | NETWORK FLEET. INC. | \$18.95 | | |
| 00055707 | GREINER FORD LINCOLN | \$50.16 | | |
| 00055707 | GREINER FORD LINCOLN | \$25.68 | | |
| 00055715 | TITAN MACHINERY | \$79.65 | | |
| 00055571 | NAPA | \$38.65 | | |
| 00055571 | NAPA | \$46.76 | | |
| 00055689 | TITAN MACHINERY | \$112.00 | | |
| 00055402 | OFFICEMAX | \$89.90 | | |
| 00055727 | CMI-TECO | \$45.02 | | |
| 00055680 | STOTZ EQUIPMENT | \$133.78 | | |
| 00055571 | NAPA | \$19.97 | | |
| 00055634 | HOSE & RUBBER SUPPLY | \$267.75 | | |
| 00055571 | NAPA | \$97.98 | | |
| 00055571 | NAPA | \$19.95 | | |
| 00055590 | PURVIS INDUSTRIES | \$171.36 | | |
| 00055571 | NAPA | \$30.73 | | |
| 00055575 | HONNEN | \$54.54 | | |
| 00055584 | COMTRONIX | \$105.00 | | |
| 00055668 | HOSE & RUBBER SUPPLY | \$16.54 | | |
| 00055515 | FLEETPRIDE 893 | \$162.20 | | |
| 00055591 | GOODYEAR COMMERCIAL | \$654.13 | | |
| 00055571 | NAPA | \$47.00 | | |
| 00055609 | STOTZ EQUIPMENT | \$7.80 | | |
| 00055613 | AGP PROPANE SERVICES | \$23.63 | | |
| 00055617 | GREINER FORD | \$154.67 | | |
| 00055571 | NAPA | \$19.97 | | |
| | | \$22,567.87 | Subtotal for Dept. | Fleet Maintenance |
| 00055408 | MOUNTAIN | \$200.00 | | |
| 00055805 | TOP OFFICE PRODUCTS | \$60.69 | | |
| 00055818 | JLGILLIES50 | \$8.99 | | |
| 00055407 | ATLAS OFFICE PRODUCTS | \$67.07 | | |
| 00055569 | COMTRONIX | \$561.00 | | |
| 00055630 | HILL MUSIC COMPANY | \$50.00 | | |
| | | \$947.75 | Subtotal for Dept. | Fort Caspar |
| 00055614 | BAKER-TAYLOR | \$421.31 | | |
| | | \$421.31 | Subtotal for Dept. | General - Fort Caspar |
| 00055693 | BARGREEN WYOMING 25 | \$197.84 | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|----------------------------|-------------------|---------------------------|-----------------------------|
| 00055491 | CHARTER COMMUNICATIONS | \$134.96 | | |
| 00055691 | PEAKS & PRAIRIE | \$118.45 | | |
| 00055542 | THE HOME DEPOT #6001 | \$16.92 | | |
| 00055566 | BEARING BELTCHAIN00244 | \$31.90 | | |
| 00055485 | GOLF OPERATOR ASSOCIATION | \$19.95 | | |
| | | \$520.02 | Subtotal for Dept. | Golf Course |
| 00055311 | USPS PO 5715580945 | \$13.35 | | |
| | | \$13.35 | Subtotal for Dept. | Health Insurance |
| 00055437 | MOTION INDUSTRIES | \$68.18 | | |
| 00055685 | CONOCO - HOMAX OIL | \$4,922.92 | | |
| 00055159 | AMAZON | \$22.58 | | |
| 00055663 | ENERGY LABORATORIES | \$67.00 | | |
| 00055655 | BUSH-WELLS SPORTING GOODS | \$157.50 | | |
| | | \$5,238.18 | Subtotal for Dept. | Hogadon |
| 00055784 | ADOBE ACROPRO | \$29.98 | | |
| 00055638 | ATLAS OFFICE PRODUCTS | \$20.94 | | |
| 00055812 | WESTERN WYOMING LOCK | \$10.00 | | |
| 00055626 | WAL-MART #1617 | \$33.42 | | |
| 00055865 | OFFICEMAX | \$6.88 | | |
| 00055501 | ABSO | \$535.94 | | |
| 00055540 | STATEFEDERALPOSTER | \$297.83 | | |
| 00055552 | ATLAS OFFICE PRODUCTS | \$4.60 | | |
| 00055633 | USPS PO 5715580945 | \$6.59 | | |
| 00055813 | RIDLEY'S 1132 | \$28.95 | | |
| 00055435 | WWW.SKILLEDUCATORS.COM | \$159.00 | | |
| 00054849 | CASPER EVENTS CENTER | \$800.00 | | |
| 00055364 | AMAZON | \$40.99 | | |
| 00054849 | CASPER EVENTS CENTER | \$3,143.70 | | |
| 00055323 | POWDER RIVER SHREDDERS | \$80.00 | | |
| 00055314 | PEDENS INC. | \$30.00 | | |
| | | \$5,228.82 | Subtotal for Dept. | Human Resources |
| 00055357 | PEDENS INC | \$78.75 | | |
| 00055500 | FACEBOOK | \$14.00 | | |
| 00055405 | AMAZON | \$49.99 | | |
| 00055374 | A&A GLOBAL INDUSTRIES | \$5.93 | | |
| 00055414 | SAMSCLUB.COM | \$114.03 | | |
| 00055558 | CASPER RECREATIONAL LEAGUE | \$235.00 | | |
| 00055628 | PAPA JOHNS | \$277.67 | | |
| 00055631 | COMTRONIX | \$108.00 | | |
| 00055443 | ACTIVE.COM | \$585.00 | | |
| 00055465 | FARMER BROTHERS COFFEE | \$172.38 | | |
| | | \$1,640.75 | Subtotal for Dept. | Ice Arena |
| 00055448 | CPU IIT | \$905.52 | | |
| 00055611 | ESRI | \$1,074.00 | | |
| | | \$1,979.52 | Subtotal for Dept. | Information Services |
| 00055603 | HAYNEEDLE INC | \$374.49 | | |
| 00055475 | GEORGE PATTON ASSOCIATION | \$228.88 | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|-------------------------------|-------------------|---------------------------|------------------------------|
| 00055669 | VERIZON | \$379.05 | | |
| 00055688 | NETWORK FLEET. INC. | \$132.65 | | |
| | | \$1,115.07 | Subtotal for Dept. | Metro Animal |
| 00055681 | ASSOCIATION OF METRO PLANNING | \$350.46 | | |
| 00055615 | WYOMING GEOSPATIA L | \$1.90 | | |
| 00055615 | WYOMING GEOSPATIAL | \$18.10 | | |
| 00055681 | ASSOCIATION OF METRO PLANNING | \$36.83 | | |
| | | \$407.29 | Subtotal for Dept. | Metropolitan Planning |
| 00055403 | ATLAS OFFICE PRODUCTS | \$26.36 | | |
| 00055582 | ATLAS OFFICE PRODUCTS | \$37.70 | | |
| 00054970 | TOP OFFICE PRODUCTS | \$38.06 | | |
| 00054964 | TASER INTERNATIONAL | \$370.00 | | |
| 00055217 | ATLAS OFFICE PRODUCTS | \$27.89 | | |
| 00055049 | ATLAS OFFICE PRODUCTS | \$147.40 | | |
| | | \$647.41 | Subtotal for Dept. | Municipal Court |
| 00055536 | CASPER WINNELSON CO | \$475.65 | | |
| 00055766 | KONE INC. | \$216.73 | | |
| 00054517 | KONE INC. | \$123.14 | | |
| 00054529 | KONE INC. | \$229.54 | | |
| 00054108 | KONE INC. | \$3,082.92 | | |
| 00055718 | KONE INC. | \$404.66 | | |
| | | \$4,532.64 | Subtotal for Dept. | Parking |
| 00055489 | CASPER STAR TRIBUNE | \$466.92 | | |
| 00055359 | RMI WYOMING INC | \$268.00 | | |
| 00055426 | VERIZON | \$145.85 | | |
| 00055440 | DESIGNJET | \$79.00 | | |
| 00055315 | STOTZ EQUIPMENT | \$15.60 | | |
| 00055528 | BESTWAY FIRESTONE | \$2,800.00 | | |
| 00055384 | CPS DISTRIBUTORS INC | \$5.99 | | |
| 00055441 | STAND UP DESK STORE - Credit | (\$4.04) | | |
| 00055454 | BLOEDORN LUMBER CASPER | \$40.16 | | |
| 00055386 | NORCO INC | \$216.60 | | |
| 00055574 | NORCO INC | \$113.80 | | |
| 00055521 | NAPA | \$16.60 | | |
| 00055292 | CASPER CONTRACTORS | \$28.00 | | |
| 00055676 | R & R REST STOPS | \$1,559.28 | | |
| 00055463 | STAND UP DESK STORE | \$357.69 | | |
| 00055688 | NETWORK FLEET. INC. | \$160.80 | | |
| 00055244 | KNIFE RIVER | \$220.00 | | |
| 00055244 | KNIFE RIVER 5701 | \$100.70 | | |
| 00055455 | SAFETYLINE, INC | \$410.47 | | |
| | | \$7,001.42 | Subtotal for Dept. | Parks |
| 00055573 | CASPER WINNELSON | \$219.16 | | |
| 00055596 | ATLANTIC ELECTRIC | \$2,012.21 | | |
| | | \$2,231.37 | Subtotal for Dept. | Perpetual Care |
| 00055446 | ATLAS REPRODUCTION INC | \$31.20 | | |
| 00055666 | AMBI MAIL AND MARKETING | \$91.05 | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|------------------------------|--------------------|---------------------------|-------------------------|
| 00055666 | AMBI MAIL AND MARKETING | \$10.15 | | |
| 00055709 | IEDC ONLINE | \$420.00 | | |
| 00055478 | CASPER STAR TRIBUNE | \$934.00 | | |
| 00055556 | CASPER STAR TRIBUNE | \$74.40 | | |
| 00055578 | AMBI MAIL AND MARKETING | \$8.39 | | |
| | | \$1,569.19 | Subtotal for Dept. | Planning |
| 00055725 | HARTZ E&F TOWING | \$335.00 | | |
| 00055490 | CONOCO - LOVELAND CENTER | \$23.98 | | |
| 00055612 | BAILEYS ACE HARDWARE | \$13.74 | | |
| 00055619 | CASPER FIRE EXTINGUISHER | \$128.25 | | |
| 00055662 | UNITED GLASS | \$6.30 | | |
| 00055759 | THE RADAR SHOP | \$782.50 | | |
| 00055733 | ENTENMANN-ROVIN COMPANY | \$832.95 | | |
| 00055713 | MOUNTAIN STATES LITHOGRAPH | \$1,179.65 | | |
| 00055731 | JOHNSON ROBERT | \$52.00 | | |
| 00055700 | VERIZON | \$76.15 | | |
| 00055743 | SOURCE OFFICE AND TECHNOLOGY | \$876.75 | | |
| 00055674 | WYOMING WORK WAREHOUSE | \$40.84 | | |
| 00055111 | TORTILLA FACTORY | \$24.34 | | |
| 00055509 | FREDDY'S FROZEN CUSTARD | \$11.38 | | |
| 00055334 | LYNDA.COM, INC. | \$250.00 | | |
| 00055711 | GLOBALSTAR USA | \$141.92 | | |
| 00055740 | FEDEX 93329326 | \$53.54 | | |
| 00055433 | JONES SCHOOL SUPPLY | \$245.30 | | |
| 00053963 | COCA COLA BOTTLING | \$51.45 | | |
| 00053537 | ATLAS OFFICE PRODUCTS | \$119.58 | | |
| 00055779 | SOURCE OFFICE AND TECHNOLOGY | \$59.60 | | |
| 00055694 | WYOMING WORK WAREHOUSE | \$165.88 | | |
| 00055834 | RICOH USA, INC | \$48.32 | | |
| 00055610 | SUBWAY 00139568 | \$34.34 | | |
| 00055553 | WARDROBE CLEANERS | \$10.20 | | |
| 00055245 | BEST BUY 00015271 | \$26.24 | | |
| 00055872 | VERIZON | \$4,823.90 | | |
| 00055878 | TRANSUNION | \$113.00 | | |
| 00055908 | R & R REST STOPS | \$155.92 | | |
| 00055268 | NOLAND FEED INC. | \$75.20 | | |
| 00055289 | CASPER ANIMAL MEDICAL | \$50.11 | | |
| 00055934 | ATLAS OFFICE PRODUCTS | \$58.19 | | |
| 00055947 | RIMAGE CORP | \$424.26 | | |
| 00055857 | HARBOR FREIGHT TOOLS | \$1.49 | | |
| | | \$11,292.27 | Subtotal for Dept. | Police |
| 00055150 | CDW GOVT #GWM6508 | \$1,257.92 | | |
| 00055220 | CDW GOVT #GXB1169 | \$89.86 | | |
| | | \$1,347.78 | Subtotal for Dept. | Police Equipment |
| 00055516 | WALGREENS #7601 | \$3.99 | | |
| 00052926 | UNITED 01623287939906 | \$372.60 | | |
| 00055460 | ENDVIOLENCEAGAINSTWOMEN | \$17.30 | | |
| 00055496 | VISTAPRINT | \$25.72 | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | |
|--------------------------------------|--------------------|---------------------------|---|
| 00055917 STAPLES 00114181 | \$130.07 | | |
| | \$549.68 | Subtotal for Dept. | Police Grants |
| 00055382 VERMEER SALES & SERVICES | \$69,276.58 | | |
| 00055360 ACTION GLASS INC | \$68.34 | | |
| 00055510 MOUNTAIN STATES LITHOGRAPH | \$55.75 | | |
| 00055621 ATLANTIC ELECTRIC | \$3,400.00 | | |
| | \$72,800.67 | Subtotal for Dept. | Property & Liability Insurance |
| 00055405 AMAZON | \$24.99 | | |
| 00055424 S&S WORLDWIDE-ONLINE | \$30.78 | | |
| 00055443 ACTIVE.COM | \$877.50 | | |
| 00055652 PADDLE PALACE TABLE | \$68.85 | | |
| 00055631 COMTRONIX | \$108.00 | | |
| | \$1,110.12 | Subtotal for Dept. | Recreation |
| 00055747 CMI-TECO | \$1,415.91 | | |
| 00055296 MURDOCH'S RANCH & HOME | \$5.99 | | |
| 00055480 CMI-TECO | \$128.97 | | |
| 00055468 AIRGAS CENTRAL | \$50.16 | | |
| 00055333 WHEATLAND TRAVEL CENTER | \$47.48 | | |
| 00055468 AIRGAS CENTRAL | \$383.57 | | |
| 00055599 BAILEYS ACE HARDWARE | \$32.74 | | |
| 00055565 MENARDS CASPER WY | \$11.56 | | |
| 00055295 SHERWIN-WILLIAMS 70896 | \$200.25 | | |
| 00055746 CMI-TECO | \$857.50 | | |
| 00055643 WYOMING STEEL AND RECYCLING | \$4,702.80 | | |
| 00055688 NETWORK FLEET. INC. | \$492.70 | | |
| 00055738 CMI-TECO | \$527.85 | | |
| 00055447 BAILEYS ACE HARDWARE | \$51.95 | | |
| 00055353 LOVE S COUNTRY00002204 | \$45.00 | | |
| 00055636 OVERHEAD DOOR | \$90.00 | | |
| 00055287 SOLID WASTE ASSOCIATION | \$257.00 | | |
| 00055781 CMI-TECO | \$111.85 | | |
| 00055729 CMI-TECO | \$3,150.14 | | |
| 00055551 CMI-TECO | \$55.99 | | |
| 00055518 CASPER CONTRACTORS SUPPLY | \$216.81 | | |
| 00055773 MENARDS CASPER WY | \$65.49 | | |
| 00055447 BAILEYS ACE HARDWARE | \$24.95 | | |
| 00055705 CMI-TECO | \$223.55 | | |
| 00055724 JACKS TRUCK AND EQUIPMENT | \$29.42 | | |
| 00055541 ALSCO INC. | \$142.80 | | |
| | \$13,322.43 | Subtotal for Dept. | Refuse Collection |
| 00055070 BAILEYS ACE HARDWARE | \$9.99 | | |
| 00055043 BEARING BELTCHAIN00244 | \$2.01 | | |
| 00055059 WM SUPERCENTER #1617 | \$277.96 | | |
| 00055502 CASPER CONTRACTORS | \$126.37 | | |
| 00055301 SAMSCLUB #6425 | \$41.79 | | |
| 00055557 ALSCO INC. | \$225.44 | | |
| 00055125 BAILEYS ACE HARDWARE | \$2.04 | | |
| 00055426 VERIZON | \$22.35 | | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | |
|----------------------------------|-------------------|-----------------------------------|
| 00055513 BLOEDORN LUMBER CASPER | \$332.10 | |
| 00055688 NETWORK FLEET. INC. | \$37.90 | |
| | \$1,077.95 | Subtotal for Dept. Sewer |
| 00055171 C & C SUPPLY | \$14.70 | |
| 00055329 CED | \$966.66 | |
| 00055696 TOP OFFICE PRODUCTS | \$136.04 | |
| 00055328 CED | \$53.90 | |
| 00055688 NETWORK FLEET. INC. | \$568.50 | |
| 00055816 WW GRAINGER | \$22.44 | |
| 00055622 ALSCO INC. | \$665.04 | |
| 00055512 HARBOR FREIGHT TOOLS | (\$18.99) | |
| 00055482 HONNEN EQUIPMENT | \$5,380.00 | |
| 00055426 VERIZON | \$22.35 | |
| 00055532 CRESCENT ELECTRIC | \$25.22 | |
| 00055684 SUPERIOR SIGNS & SUPPLY | \$101.76 | |
| | \$7,937.62 | Subtotal for Dept. Streets |
| 00055134 SHEET METAL SPECIALTIES | \$53.50 | |
| 00055593 DANA KEPNER | \$5,187.14 | |
| 00055641 BLOEDORN LUMBER CASPER | \$108.08 | |
| 00055690 WW GRAINGER | \$33.32 | |
| 00055692 CASPER WINNELSON CO | \$9.72 | |
| 00055714 WW GRAINGER | \$262.40 | |
| 00055716 WW GRAINGER | \$107.28 | |
| 00055722 PACE ANALYTICAL SERVICE | \$30.00 | |
| 00054159 THE UPS STORE 2200 | \$18.23 | |
| 00055580 NORCO INC | \$96.75 | |
| 00055659 ON THE GO PORTABLE | \$321.62 | |
| 00055109 HONNEN EQUIPMENT | \$92.60 | |
| 00055587 DEWITT WATER SYSTEM | \$50.00 | |
| 00055567 ALSCO INC. | \$490.88 | |
| 00055543 ANIXTER INC - UPS | \$555.88 | |
| 00055529 WW GRAINGER | \$8.30 | |
| 00055086 BEARING BELTCHAIN00244 | \$45.98 | |
| 00055343 HOSE & RUBBER SUPPLY | \$18.23 | |
| 00055104 WW GRAINGER | \$12.02 | |
| 00055686 MCMASTER-CARR | \$187.53 | |
| 00055401 BARGREEN WYOMING 25 | \$194.25 | |
| 00055277 MOTION INDUSTRIES | \$26.62 | |
| 00055283 USPS PO 5715580945 | \$14.80 | |
| 00055319 RESPOND FIRST AID | \$48.22 | |
| 00055754 ENERGY LABORATORIES | \$145.00 | |
| 00055470 WW GRAINGER | \$33.66 | |
| 00055377 WW GRAINGER | \$12.02 | |
| 00055494 BOBCAT OF CASPER | \$1,405.32 | |
| 00055399 ALBERTSONS STO00000620 | \$20.99 | |
| 00055290 FISHER SCIENTIFIC | \$49.15 | |
| 00055765 WW GRAINGER | \$242.68 | |
| 00055763 EMAINT | \$595.00 | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | |
|----------|------------------------------|--------------------|---------------------------------------|
| 00055757 | CRUM ELECTRIC SUPPLY | \$115.20 | |
| 00055098 | NORCO INC | \$192.52 | |
| 00055426 | VERIZON | \$44.69 | |
| 00055756 | ENERGY LABORATORIES | \$542.00 | |
| 00055378 | WW GRAINGER | \$39.04 | |
| 00055155 | BLOEDORN LUMBER CASPER | \$23.35 | |
| 00055194 | BEARING BELTCHAIN00244 | \$23.94 | |
| 00055170 | HOSE & RUBBER SUPPLY | \$235.61 | |
| 00055588 | CASPER STAR TRIBUNE | \$482.72 | |
| 00055525 | BLOEDORN LUMBER CASPER | \$332.10 | |
| 00055153 | WW GRAINGER | \$171.90 | |
| 00055771 | WESTERN STATES FIRE | \$2,220.00 | |
| 00055222 | FISHER SCIENTIFIC | \$90.78 | |
| 00055749 | SAFETY KLEEN SYSTEMS | \$277.00 | |
| 00055767 | ENERGY LABORATORIES | \$41.50 | |
| | | \$15,309.52 | Subtotal for Dept. Waste Water |
| 00055601 | SUTHERLANDS 2219 | \$11.49 | |
| 00055732 | TOP OFFICE PRODUCTS | \$96.93 | |
| 00055335 | FINISH LINE | \$5,196.00 | |
| 00055178 | ENERGY LABORATORIES | \$340.00 | |
| 00055186 | SUTHERLANDS 2219 | \$25.92 | |
| 00055372 | WM SUPERCENTER #3778 | \$19.70 | |
| 00055367 | UNION WIRELESS | \$260.26 | |
| 00055161 | CASPER CONTRACTORS | \$99.00 | |
| 00055439 | DANA KEPNER | \$610.00 | |
| 00055230 | BAILEYS ACE HARDWARE | \$2.22 | |
| 00055728 | BEARING BELTCHAIN00244 | \$27.81 | |
| 00055780 | URGENT CARE OF CASPER | \$59.00 | |
| 00055348 | CHEYENNE EYE CLINIC | \$199.00 | |
| 00055219 | RMI WYOMING INC | \$348.10 | |
| 00055362 | USPS PO 5715580945 | \$19.70 | |
| 00055204 | WEAR PARTS INC | \$9.54 | |
| 00055486 | HACH COMPANY | \$1,018.71 | |
| 00055326 | CRUM ELECTRIC SUPPLY | \$64.72 | |
| 00055688 | NETWORK FLEET. INC. | \$170.55 | |
| 00055687 | NAPA | \$31.79 | |
| 00055474 | BEARING BELTCHAIN | \$7.99 | |
| 00055483 | SUTHERLANDS 2219 | \$18.98 | |
| 00055233 | ENERGY LABORATORIES | \$25.00 | |
| 00055426 | VERIZON | \$70.96 | |
| 00055453 | DANA KEPNER | \$962.50 | |
| 00055742 | TOKAY SOFTWARE | \$530.00 | |
| 00055461 | WYOMING ASSOCIATION OF RURAL | \$385.00 | |
| 00055507 | CASPER STAR TRIBUNE | \$233.46 | |
| 00055507 | CASPER STAR TRIBUNE | \$233.46 | |
| | | \$11,077.79 | Subtotal for Dept. Water |
| 00055511 | WATERWORKS INDUSTRIES | \$128.92 | |
| 00055602 | UPS 000008F045W077 | \$104.57 | |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

P-CARD VENDORS

| | | | | |
|----------|-----------------------------|---------------------|----------------------------|-----------------------|
| 00055546 | ALSCO INC. | \$144.00 | | |
| 00055426 | VERIZON | \$22.35 | | |
| 00055450 | ENERGY LABORATORIES | \$225.00 | | |
| 00055438 | ENERGY LABORATORIES | \$225.00 | | |
| 00055665 | WEAR PARTS INC | \$7.55 | | |
| 00055341 | EUROFINS EATON ANALYTIC | \$100.00 | | |
| 00055253 | ALBERTSONS STO00000604 | \$48.94 | | |
| 00055281 | UNITED STATES WELDING | \$2,610.66 | | |
| 00055310 | CASPER STAR TRIBUNE | \$43.54 | | |
| 00055303 | TACO BELL #023072 | \$55.76 | | |
| 00055291 | COASTAL CHEMICAL | \$58.64 | | |
| 00055581 | SUTHERLANDS 2219 | \$3.60 | | |
| 00055272 | WATERS AND SON CONSTRUCTION | \$90.00 | | |
| | | \$3,868.53 | Subtotal for Dept. | Water Treatment Plant |
| 00054892 | HARBOR FREIGHT TOOLS | \$168.84 | | |
| 00054963 | HARBOR FREIGHT TOOLS | \$10.00 | | |
| | | \$178.84 | Subtotal for Dept. | Weed And Pest |
| | | \$277,084.86 | Subtotal for Vendor | |

PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

| | | | | |
|---------|-------------------------|-------------------|----------------------------|----------|
| 2017.12 | LANDFILL GAS COLLECTION | \$942.94 | | |
| 2017.13 | LANDFILL GAS COLLECTION | \$3,852.76 | | |
| | | \$4,795.70 | Subtotal for Dept. | Balefill |
| | | \$4,795.70 | Subtotal for Vendor | |

PETER ALBRECHT CO., INC.

| | | | | |
|--------|-----------------------|--------------------|----------------------------|----------------------|
| 1605-2 | THEATRICAL FLY SYSTEM | \$4,000.00 | | |
| 1605-3 | THEATRICAL FLY SYSTEM | \$8,093.75 | | |
| | | \$12,093.75 | Subtotal for Dept. | Casper Events Center |
| | | \$12,093.75 | Subtotal for Vendor | |

POSTAL PROS SOUTHWEST INC

| | | | | |
|------|----------------------|--------------------|----------------------------|---------|
| 3501 | UTILITY BILLING FEES | \$2,581.22 | | |
| 3461 | UTILITY BILLING FEES | \$5,162.05 | | |
| 3410 | UTILITY BILLING FEES | \$2,549.93 | | |
| 3432 | UTILITY BILLING FEES | \$2,707.10 | | |
| | | \$13,000.30 | Subtotal for Dept. | Finance |
| | | \$13,000.30 | Subtotal for Vendor | |

PRINTWORKS

| | | | | |
|-------|-----------------------------|-----------------|---------------------------|------------------|
| 11246 | PASSED/APPROVED YELLOW TAGS | \$181.87 | | |
| 11239 | CONTRACTOR CARDS | \$31.25 | | |
| | | \$213.12 | Subtotal for Dept. | Code Enforcement |
| 11248 | ENVELOPES | \$237.87 | | |
| | | \$237.87 | Subtotal for Dept. | Engineering |
| 11211 | WINDOW ENVELOPES | \$182.85 | | |
| | | \$182.85 | Subtotal for Dept. | Finance |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

PRINTWORKS

\$633.84 Subtotal for Vendor

RAILROAD MGMT CO III, LLC

342427 16-IN WATER LINE CROSSING

\$194.55

\$194.55 Subtotal for Dept. Water

\$194.55 Subtotal for Vendor

RECYCLED MATERIALS, LLC.

0967 DEMOLITION

\$600.00

\$600.00 Subtotal for Dept. CDBG

\$600.00 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0027491 COURT APPOINTED ATTORNEY

\$609.00

\$609.00 Subtotal for Dept. Municipal Court

\$609.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014903101715 ELECTRICITY

\$4,420.02

AP00016903101715 ELECTRICITY

\$527.57

\$4,947.59 Subtotal for Dept. Aquatics

AP00016703101715 ELECTRICITY

\$4,657.19

\$4,657.19 Subtotal for Dept. Balefill

AP00015003101715 ELECTRICITY

\$191.19

\$191.19 Subtotal for Dept. Cemetery

AP00015103101715 ELECTRICITY

\$3,699.61

AP00015103101715 ELECTRICITY

\$1,316.94

AP00015103101715 ELECTRICITY

\$29.60

AP00015103101715 ELECTRICITY

\$1,315.34

\$6,361.49 Subtotal for Dept. City Hall

AP00015503101715 ELECTRICITY

\$2,918.03

\$2,918.03 Subtotal for Dept. Fire

AP00015403101715 ELECTRICITY

\$3,747.29

\$3,747.29 Subtotal for Dept. Fleet Maintenance

AP00015603101715 ELECTRICITY

\$580.50

\$580.50 Subtotal for Dept. Fort Caspar

AP00015703101715 ELECTRICITY

\$3,053.02

\$3,053.02 Subtotal for Dept. Golf Course

AP00015803101715 ELECTRICITY

\$10,719.87

AP00023503101715 ELECTRICITY

\$354.88

\$11,074.75 Subtotal for Dept. Hogadon

AP00015903101715 ELECTRICITY

\$5,164.84

\$5,164.84 Subtotal for Dept. Ice Arena

AP00016003101715 ELECTRICITY

\$919.24

\$919.24 Subtotal for Dept. Metro Animal

AP000180030817 ELECTRICITY

\$3,113.82

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

ROCKY MOUNTAIN POWER

| | | | |
|------------------------------|---------------------|----------------------------|--------------------|
| AP000161030817 ELECTRICITY | \$1,809.89 | | |
| AP00018103101715 ELECTRICITY | \$5,189.38 | | |
| | \$10,113.09 | Subtotal for Dept. | Parks |
| AP00016203101715 ELECTRICITY | \$291.26 | | |
| | \$291.26 | Subtotal for Dept. | Police |
| AP00015203101715 ELECTRICITY | \$3,481.04 | | |
| | \$3,481.04 | Subtotal for Dept. | Recreation |
| AP00016303101715 ELECTRICITY | \$521.28 | | |
| | \$521.28 | Subtotal for Dept. | Sewer |
| AP00016403101715 ELECTRICITY | \$47,579.97 | | |
| AP000170030717 ELECTRICITY | \$100.87 | | |
| | \$47,680.84 | Subtotal for Dept. | Streets |
| AP00016603101715 ELECTRICITY | \$27,412.84 | | |
| | \$27,412.84 | Subtotal for Dept. | Waste Water |
| AP000165030917 ELECTRICITY | \$22,453.25 | | |
| | \$22,453.25 | Subtotal for Dept. | Water |
| | \$155,568.73 | Subtotal for Vendor | |

RODABAUGH, CRYSTAL

| | | | |
|---------------------------|----------------|----------------------------|--------------|
| 0028348071 UTILITY REFUND | \$75.00 | | |
| | \$75.00 | Subtotal for Dept. | Water |
| | \$75.00 | Subtotal for Vendor | |

ROTARY CLUB OF CASPER-REVEILLE

| | | | |
|--------------------|-----------------|----------------------------|---------------------|
| 38 MEMBERSHIP DUES | \$150.00 | | |
| | \$150.00 | Subtotal for Dept. | City Manager |
| | \$150.00 | Subtotal for Vendor | |

SAN MIGUEL, JOE

| | | | |
|---------------------------|---------------|----------------------------|--------------|
| 0028290093 UTILITY REFUND | \$8.83 | | |
| | \$8.83 | Subtotal for Dept. | Water |
| | \$8.83 | Subtotal for Vendor | |

SCHANE PUBLISHING

| | | | |
|---------------------|-----------------|----------------------------|-------------------|
| 2282017 ADVERTISING | \$925.00 | | |
| | \$925.00 | Subtotal for Dept. | Recreation |
| | \$925.00 | Subtotal for Vendor | |

SKYLINE RANCHES

| | | | |
|----------------------|-------------------|----------------------------|--------------------|
| RIN0027507 201 SEWER | \$742.52 | | |
| RIN0027507 201 SEWER | (\$74.25) | | |
| | \$668.27 | Subtotal for Dept. | Sewer |
| RIN0027507 201 SEWER | (\$238.89) | | |
| | (\$238.89) | Subtotal for Dept. | Waste Water |
| | \$429.38 | Subtotal for Vendor | |

SMARSH, INC

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

SMARSH, INC

AP00017703101715 EMAIL MAINTENANCE

\$1,754.50
\$1,754.50 Subtotal for Dept. Finance
\$1,754.50 Subtotal for Vendor

SOMERVILLE, RAYMOND

0028290092 UTILITY REFUND

\$19.79
\$19.79 Subtotal for Dept. Water
\$19.79 Subtotal for Vendor

SPIRIT HALLOWEEN

2326411 UTILITY REFUND

\$534.43
\$534.43 Subtotal for Dept. Water
\$534.43 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

391-2017 YEARLY TANK FEES

\$1,400.00
\$1,400.00 Subtotal for Dept. Fleet Maintenance
\$1,400.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

FEBRUARY 2017 SALES TAX 2/2017

\$11.76
\$11.76 Subtotal for Dept. Aquatics

FEBRUARY 2017 SALES TAX 2/2017

\$50.47
\$50.47 Subtotal for Dept. Balefill

FEBRUARY 2017 SALES TAX 2/2017

\$32.77
\$32.77 Subtotal for Dept. Fort Caspar

FEBRUARY 2017 SALES TAX 2/2017

\$293.85
\$293.85 Subtotal for Dept. Ice Arena

FEBRUARY 2017 SALES TAX 2/2017

\$2.19
\$2.19 Subtotal for Dept. Recreation
\$391.04 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0027533 CWSRF-128GR PRINCIPAL PAYMENT

\$3,434.22
\$3,434.22 Subtotal for Dept. Waste Water
\$3,434.22 Subtotal for Vendor

TERRACON

T883265 FACILITY AIR EMISSIONS

\$14,054.40
\$14,054.40 Subtotal for Dept. Balefill
\$14,054.40 Subtotal for Vendor

TERRY JACKSON

144049492 CLOTHING REIMBURSEMENT

\$45.99
\$45.99 Subtotal for Dept. Police
\$45.99 Subtotal for Vendor

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

THERESA MCCARTHY

RIN0027516 GARNISHMENT REFUND

\$226.10
\$226.10 Subtotal for Dept. Buildings & Structures
\$226.10 Subtotal for Vendor

THURMOND, NICOLE/KEN

0028348072 UTILITY REFUND

\$52.13
\$52.13 Subtotal for Dept. Water
\$52.13 Subtotal for Vendor

TRETO CONST.

RIN0027520 RETAINAGE RELEASE

\$10,422.50
\$10,422.50 Subtotal for Dept. Capital Projects - Engineering
\$10,422.50 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1124 PRE HIRE MEDICAL

\$371.00
\$371.00 Subtotal for Dept. Police
\$371.00 Subtotal for Vendor

VISION SVC. PLAN

RIN0027532 COBRA CONTRIBUTIONS
RIN0027531 VISION INSURANCE

\$36.98
\$1,491.90
\$1,528.88 Subtotal for Dept. Health Insurance
\$1,528.88 Subtotal for Vendor

WADE WOHL

2404 TRAINING REIMBURSEMENT

\$98.00
\$98.00 Subtotal for Dept. Sewer
\$98.00 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0027498 BOOSTER IRRIGATION

\$14.28
\$14.28 Subtotal for Dept. Water Treatment Plant
\$14.28 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC15031-1015 CHILLER REPLACEMENT

\$2,100.00
\$2,100.00 Subtotal for Dept. Casper Events Center
\$2,100.00 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

RIN0027499 WASHINGTON PK POOL RENOVATIONS

\$62,566.00
\$62,566.00 Subtotal for Dept. Aquatics

RIN0027499 RETAINAGE

(\$6,256.60)
(\$6,256.60) Subtotal for Dept. Capital Projects - Aquatics
\$56,309.40 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

| | | |
|----------------------|-------------------|--------------------------------|
| RIN0027508 201 SEWER | (\$339.60) | |
| RIN0027508 201 SEWER | \$3,396.00 | |
| | \$3,056.40 | Subtotal for Dept. Sewer |
| RIN0027508 201 SEWER | (\$759.25) | |
| | (\$759.25) | Subtotal for Dept. Waste Water |
| | \$2,297.15 | Subtotal for Vendor |

WHEELER, ANITA

| | | |
|---------------------------|----------------|--------------------------|
| 0028348070 UTILITY REFUND | \$75.00 | |
| 0028348070 UTILITY REFUND | \$24.86 | |
| | \$99.86 | Subtotal for Dept. Water |
| | \$99.86 | Subtotal for Vendor |

WHITE BOX TECHNOLOGIES

| | | |
|-----------------------|-------------------|---------------------------|
| 1677 DATA INTEGRATION | \$2,081.00 | |
| | \$2,081.00 | Subtotal for Dept. Police |
| | \$2,081.00 | Subtotal for Vendor |

WILLIAM AHRNDT

| | | |
|-----------------------------------|-----------------|--------------------------------------|
| RIN0027510 CLOTHING REIMBURSEMENT | \$82.20 | |
| RIN0027510 BOOK REIMBURSEMENT | \$75.00 | |
| | \$157.20 | Subtotal for Dept. Refuse Collection |
| | \$157.20 | Subtotal for Vendor |

WY. DEPT. OF TRANSPORTATION

| | | |
|------------------------------|--------------------|----------------------------|
| 0000087370 I-25/SHOSHONI | \$323.11 | |
| | \$323.11 | Subtotal for Dept. Parks |
| 0000087344 BRYAN STOCK TRAIL | \$16,657.47 | |
| | \$16,657.47 | Subtotal for Dept. Streets |
| | \$16,980.58 | Subtotal for Vendor |

WY. FIDDLERS ASSOC.

| | | |
|---------------------------------|-----------------|--|
| RIN0027492 COMMUNITY PROMOTIONS | \$655.56 | |
| | \$655.56 | Subtotal for Dept. Social Community Services |
| | \$655.56 | Subtotal for Vendor |

WY. LAW ENFORCEMENT ACADEMY

| | | |
|------------------------|-----------------|--|
| S-10008 FIELD TRAINING | \$325.00 | |
| | \$325.00 | Subtotal for Dept. Communications Center |
| | \$325.00 | Subtotal for Vendor |

WY. SYMPHONY ORCHESTRA

| | | |
|--------------------------|-------------------|--|
| 323 COMMUNITY PROMOTIONS | \$2,055.56 | |
| | \$2,055.56 | Subtotal for Dept. Social Community Services |
| | \$2,055.56 | Subtotal for Vendor |

Bills and Claims

City of Casper

08-Mar-17 to 21-Mar-17

Grand Total **\$4,030,543.00**

Approved By:

On:

Payroll Disbursements

| | | | |
|--------|-----------------------|----|--------------|
| 3/9/17 | City/Fire Payroll | \$ | 1,284,086.75 |
| 3/9/17 | Benefits & Deductions | \$ | 190,758.90 |

Total Payroll \$ 1,474,845.65

Additional Fees

Total Fees \$ -


Additional AP

| | | | |
|--------|--------------------------------------|----|-----------|
| 3/8/17 | Global Spectrum - Operating Transfer | \$ | 67,574.35 |
| 3/8/17 | Global Spectrum - Management Fee | \$ | 10,833.33 |

Total Additional AP \$ 78,407.68

March 13, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public hearing date for consideration of a vacation and replat creating Lot 7, Block 200, City of Casper Addition, and the zoning of Lot 7 as PH (Park Historic).

Recommendation:

That Council, by ordinance, approve the vacation and replat creating Lot 7, Block 200, City of Casper Addition, and the zoning of Lot 7 as PH (Park Historic), per the recommendation from the Planning and Zoning Commission.

Summary:

The City of Casper has applied for a replat of 1.36-acres, more or less, to create the City of Casper Addition, Lot 7, Block 200. The replat is creating a single lot, Lot 7, which is approximately 11,821 square feet in size. The replat is also realigning dedicated public right-of-ways for East 11th Street and South Mitchell Street, to more accurately reflect the placement of the constructed roadways. Neither South Mitchell Street, nor East 11th Street were constructed within the dedicated and platted right-of-ways. The majority of proposed Lot 7 is presently un-zoned property, located in the existing South Mitchell Street right-of-way; however, the east portion of the proposed lot is located within the Washington Park property, and zoned PH (Park Historic).

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. Although the Plan is currently undergoing an update, which is expected to be complete sometime in the summer of 2017, the existing Plan, currently in force, was adopted in 2000. Whenever zoning is proposed, the Planning and Zoning Commission and City Council should base their decisions as to whether the zoning should be approved on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifically requires that staff must review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council based on a proposal's conformance with the Comprehensive Land Use Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also

provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Plan shows that the portion of proposed Lot 7 that is under consideration for a vacation and rezone is envisioned to be “open space.” The Land Use Plan boundary between “open-space” and “single-family, moderate density” immediately to the west, appears to follow the boundary of Washington Park.

The recommended PH (Park Historic) zoning district allows for any and all of the following uses:

1. Tool sheds, maintenance facilities;
2. Public parks, parkways, playgrounds, sports facilities, and other public recreational facilities;
3. Publicly established greenbelt areas, public golf courses, and cemeteries;
4. Publicly established historical areas and buildings;
5. Public utility and public service installations and facilities, excluding business offices and repair and storage facilities;
6. Schools, public, parochial and private pre-school, elementary, junior and senior high and related educational infrastructure and facilities;
7. Other uses compatible with the intent of this district as determined by the commission, with the exception of gaming/gambling uses as defined in this title.

The Planning and Zoning Commission recommended approval of the requested street vacation and replat, and amended the proposed zoning of Lot 7 from R-2 (One Unit Residential), to PH (Park Historic) after a public hearing on February 16, 2017. The Planning and Zoning Commission received eleven (11) letters of opposition to the vacation of parkland, and subsequent rezoning of said parkland to R-2 (One Unit Residential). In addition, the Planning and Zoning Commission received a petition signed by 110 citizens. At the public hearing, ten (10) people spoke in opposition to the vacation of parkland and subsequent rezoning to R-2 (One Unit Residential).

An ordinance has been provided for the Council’s consideration.

City of Casper, Lot 7, Block 200



Washington Park

BONNIE BRAE AVE

DIVINE AVE

BONNIE BRAE ST

E 11TH ST

S JEFFERSON ST

S MITCHELL ST

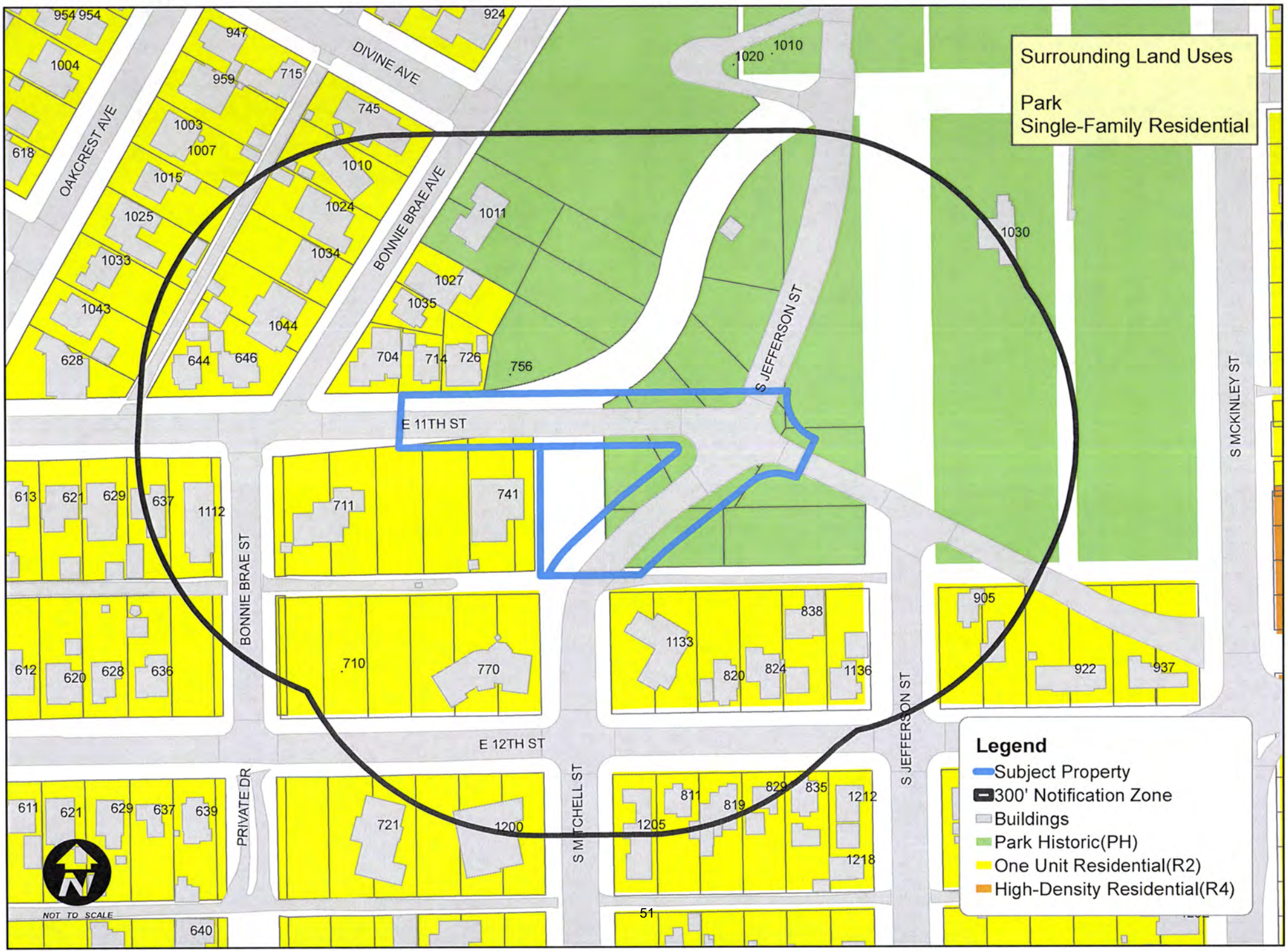
S JEFFERSON ST

Legend
— Subject Property



NOT TO SCALE

City of Casper, Lot 7, Block 200



ORDINANCE NO. 5-17

AN ORDINANCE APPROVING A REPLAT AND ESTABLISHING ZONING FOR THE PROPOSED LOT 7, BLOCK 200, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat the East 25 Feet of Lot 1, the North Portions of Lots 1, 2, 3 and 4, all of Block 200 of the City of Casper, and Portions of Lots 2, 3, 4, 6, 8 and 9 and all of Lot 5, Block 201 of the City of Casper, and to vacate a portion of Mitchell Street adjacent to Lot 1, Block 200 of the City of Casper, Wyoming, to create Lot 7, Block 200 of the City of Casper; and,

WHEREAS, an application has been made to establish zoning for a portion of the proposed Lot 7, Block 200, City of Casper, to R-2 (One Unit Residential); and,

WHEREAS, this vacation, replatting, and zoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat creating Lot 7, Block 200, City of Casper; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council zone proposed Lot 7, Block 200, City of Casper as PH (Park Historic); and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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

SECTION 1:

The vacation and replat creating Lot 7, Block 200 of the City of Casper is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, said documents.

SECTION 2:

The zoning of Lot 7, Block 200 of the City of Casper shall be PH (Park Historic).

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2017.

PASSED on 2nd reading the ____ day of _____, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 3-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR THE WOLF CREEK NINE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to zone all of the above-described lots as R-4 (High Density Residential) or R-2 (One Unit Residential), as further described below; and,

WHEREAS, after a public hearing on January 19, 2017, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zoning should be approved, as described herein.

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

SECTION 1:

- Lots 1-17, Wolf Creek Nine Addition, shall be zoned R-4 (High Density Residential);
- All remaining lots in Wolf Creek Nine Addition shall be zoned R-2 (One Unit Residential).

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 21st day of February, 2017.

PASSED on 2nd reading the 7th day of March, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 4-17

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.

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

SECTION 1:

The following sections of Chapter 15.28 of the Casper Municipal Code are hereby amended to read as follows:

The reference to the year in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370(A) and 15.28.440 are deleted and shall read "2017."

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3:

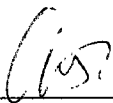
This ordinance shall be in full force and effort, from and after passage on three readings and publication.

PASSED on 1st reading the 7th day of March, 2017.

PASSED on 2nd reading the _____ day of _____, 2017.

PASSED, APPROVED, AND ADOPTED on the 3rd and final reading the _____ day of _____, 2017.

APPROVED AS TO FORM:



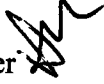
ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

March 13, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager/Community Development Director 
Constance Lake, CFM, MPO Specialist

SUBJECT: Contract for 2017 Traffic Counts

Recommendation:

That Council, by resolution, approve the Metropolitan Planning Organization's (MPO) contract for Professional Services with DOWL (an engineering firm based in Laramie, WY) for annual Traffic Counts in an amount not to exceed \$20,000.

Summary:

In 2015, the MPO held a competitive procurement process, which included bid specifications, for traffic counting services. Three responses were received to the MPO's request for proposals, and the MPO Policy Committee (the governing board of the MPO) selected DOWL to complete annual traffic counts, vehicle speed, and vehicle classifications on collector and arterial streets in the Casper metropolitan area. Staff consulted with Federal Highway Administration and Wyoming Department of Transportation officials to determine whether multiyear agreements for services were authorized under the regulations of those agencies. After receiving confirmation that services could be extended through multiple years as long as the contract was competitively procured, staff opted to engage DOWL for a three-year period renewable from year to year. This agreement is for Year 3 of a three-year contract period from 2015 to 2017 authorized by the MPO and executed by the Casper City Council as the MPO's fiscal agent.

The MPO will be counting 223 different locations throughout the urban area from late April to late May after snow has completely melted but while Natrona County schools are still in session. The data collected is used by staff of each jurisdiction in the MPO as well as consultants and private sector businesses. It is also a required project for the Federal Highway Administration's Highway Performance Monitoring System (HPMS).

Funding for this project comes from a consolidated transportation planning grant through the Federal Highway Administration, Federal Transit Administration, and the Wyoming Department of Transportation with a 90% Federal share and a 10% local match funded through pro-rata contributions from each MPO member agency.

A Contract for Professional Services and a resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. DOWL, 16 West 8th Street, Sheridan, Wyoming 82801 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the “Owner”.

B. The voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the City.

C. Pursuant to this Contract, the City is undertaking professional services for multiyear Traffic Counting services, hereinafter referred to as the “Study”.

D. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study.

E. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

- A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the City thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the City to be presented with each request for payment.

B. Subject to the sub-consultant limitations of Part II, Section 10 of this Contract, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the City and the Consultant upon receiving the approval of the MPO Policy Committee.

2. TIME OF PERFORMANCE:

- A. The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the City.
- B. The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2017.
- C. In the event that additional work or force majeure events prevent completion of the services to be performed under this Contract in the time specified, the City, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the City within ten (10) days after any such additional work or force majeure events are identified.
- D. This contract may be renewed at the sole discretion of the Owner on a yearly basis for fiscal years 2015, 2016, and 2017. This agreement is the third of a three year agreement.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with Section 1, not to exceed a lump sum of Twenty Thousand Dollars (\$20,000.00) and may not exceed Sixty Thousand Dollars (\$60,000.00) over the course of three years. Lump sum rates (\$89.50 per count location) used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Study, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of City

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives with the prior written approval of the Owner.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter T. ...

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONSULTANT
DOWL

By: Dayton Alsaker
Printed Name: Dayton Alsaker
Title: Region Mgr.

By: Jeffrey Rosenlund
Printed Name: JEFFREY ROSENLUND
Title: PROJECT MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City with the written consent of the Owner may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City or Owner for damages sustained by the City or Owner, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City or Owner from the Consultant are determined.

2. CHANGES:

The City with the Owner's written approval may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City with Owner's approval.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City and Owner.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-

owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City and Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City and Owner.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City and Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City or Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City and Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City or Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City and Owner are an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the Owner, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City and Owner. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The City and Owner do not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City and Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect; or
- C. Uses forced labor in the performance of the award or subawards under the award.

19. KICKBACKS:

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or

consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

21. MONITORING ACTIVITIES:

Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its Subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agent and WYDOT.

25. SUSPENSION AND DEBARMENT:

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the debarred vendors list at www.epls.gov. Further, the Consultant agrees to notify the Agent by certified mail should it or any of its Agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Agent and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agent requests which would cause the Agent or Owner to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal

funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. ADA ACCESSIBILITY: 42 U.S.C. § 1201 et seq.

Applicability: The Federal Privacy Act requirements flow down to each third-party Consultant and their contracts at every tier.

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT "A"
2017 SCOPE OF SERVICES

Tasks 1: Project Management and Initial Meeting

Agent will provide location specifics by April 14, 2017. Upon issuance of these location specifics, Consultant will conduct a pre-count meeting with the Agent to discuss location specifics and traffic control, if necessary. This meeting may be accomplished by conference call. The purpose of this meeting will be to clarify method of counting and duration of counts. Parties will create plans for adjustments to the schedule due to inclement weather. Parties will agree upon final report format based on the needs of the Agent. Agent will provide available current street centerline information to which traffic counts will be tied. Agent will also provide available required count data structure and street centerline data. Consultant will prepare a work plan and timeline for the project team.

Consultant will coordinate the work plan with the Agent, Wyoming Department of Transportation and others, as appropriate. Consultant will provide qualified engineers and/or technicians to accomplish each task; monitor budget and schedule. Consultant will conduct in-house project staff meetings for coordination of staff and work elements. Consultant agrees to provide a project timeline, weekly progress reports and monthly invoices with tasks and effort detailed to show percentage complete.

Deliverable(s): ***Pre-count Meeting***
 Project Timeline
 Weekly progress reports
 Clarification of Final report format

Task 2: Gather Data

Consultant and sub consultant(s) will provide all necessary vehicles, equipment, materials, experience, and labor required to collect traffic data at the two hundred and twenty-three (223) locations throughout the Casper Metropolitan Planning Area. Consultant agrees to collect traffic counts using calibrated traffic data collection equipment for a period of twenty-four (24) hours at each location. Counts will be coordinated with the MPO staff and will be collected in April and May 2017. Counts will be completed no later than May 26, 2017.

Deliverable(s): ***Collect two hundred and twenty-three (223) Traffic Counts (ADT) in the Casper Urbanized Area as indicated by the Metropolitan Planning Organization (MPO) and Wyoming Department of Transportation (WYDOT).***
 Count data in 15 minute intervals for all locations
 Speed and Classification data for 10 locations - TBD
 Perform the counts and examine traffic counts under the supervision of the professional staff of the MPO member jurisdiction.

2017 Cost Estimate: Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50) for 223 Volume counts at Eighty-Nine dollars and fifty cents (\$89.50) each
Count data in 15 minute intervals and speed/classification data are provided free of charge

Task 3: Report and Final Deliverable

Consultant will compile completed counts in one (1) report. Six (6) bound copies and a digital copy of the PDF will be submitted to the MPO. A digital copy of each completed count, in ArcGIS format, either a shape file or geodatabase compatible with the City of Casper's GIS system, will also be submitted along with a PDF of each of the reports listed above. The count data will include city GIS street centerline unique ID number and intersection ID number and the GIS table structure for the required count data. Reviewing the data for accuracy and formatting the data will be ongoing during subsequent traffic counts. Deliverable of the final report will be on or before June 30, 2017.

Deliverable(s): **Digital copy of all counts in shape file or geodatabase**
 Digital copy of counts in an Excel spreadsheet
 Six (6) bound copies of the final report
 Digital copy of the final report in PDF format

2017 Total Costs: DOWL will complete the tasks outlined in the scope of work, including direct expenses, for a fee not to exceed Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50).

Key Personnel

| | |
|---------------------------------------|--|
| Jeffrey E. Rosenlund, P.E. PTP | Project Manager |
| Drew Homola | Data Collection Manager |
| Dale Lee | Senior Review and Quality Assurance |

AGENT RESPONSIBILITIES

In the event that an in-person meeting needs to be held, the Agent will schedule the meeting.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on February 26, 2015, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of DOWL to complete the annual traffic counting services; and

WHEREAS, DOWL is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with DOWL to complete annual traffic counting services in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50) and which may be renewed annually between 2015 and 2017 for a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).


PASSED AND APPROVED THIS 26TH day of February, 2015.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE



Liz Becher
Community Development Director



Phil Hinds
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, DOWL for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CATPP Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the CATPP Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the CATPP Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the CATPP Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the WY TRANS. GROUP LEADER and duly authorized representative of the firm of DOWL; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

3-7-2017
Date


Signature

JEFFREY ROSENLUK
Printed Name

PROJECT MANAGER
Title

EXHIBIT "E"

CERTIFICATION OF CITY

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

Date _____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Agent:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming)ss

COUNTY OF Sheridan)ss

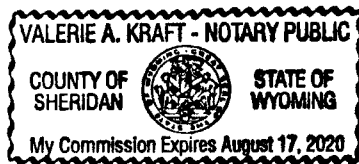
I, JEFFREY ROSENBLUM being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Jeffrey Rosenblum
PROJECT MANAGER
Title

Subscribed in my presence and sworn to before me this 7th day of March, 2017, by:

Valerie A. Kraft

Notary Public



August 17, 2020
My Commission Expires

RESOLUTION NO. 17-36

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND DOWL FOR ANNUAL TRAFFIC COUNTING SERVICES.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected DOWL to complete certain professional services; and,

WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Professional Services Agreement between DOWL and the City of Casper as Agent for the MPO ("Agreement") once the MPO Policy Committee has approved the Agreement; and,

WHEREAS, the MPO Policy Committee approved the Agreement on February 26, 2015 for a total not to exceed Twenty Thousand Dollars (\$20,000) per year for FY15, 16, and 17.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a Contract for Professional Services between the MPO and DOWL on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Twenty Thousand Dollars (\$20,000) for FY17 traffic counting services.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2017.

APPROVED AS TO FORM:




CITY OF CASPER, WYOMING
A Municipal Corporation:


ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

February 22, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Treto Construction, LLC
2017 CPU Asphalt Repair Project 17-001

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC for the 2017 Casper Public Utilities (CPU) Asphalt Repair, Project No. 17-001, in the amount of \$216,250.00, and a contingency amount of \$20,000.00, for a total contract amount of \$236,250.00.

Summary:

On February 22, 2017, the City of Casper received six (6) bids for the 2017 CPU Asphalt Repair Project. The bids received are as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BASE BID</u> |
|----------------------------|--------------------------|---------------------|
| Treto Construction | Casper, Wyoming | \$216,250.00 |
| 71 Construction | Casper, Wyoming | \$278,575.00 |
| Installation & Service Co. | Mills, Wyoming | \$279,145.00 |
| Wayne Coleman Construction | Casper, Wyoming | \$307,307.00 |
| Knife River | Casper, Wyoming | \$309,292.15 |
| Grizzly Excavation | Casper, Wyoming | \$330,422.50 |

The engineer's estimate prepared by the City Engineering Office was \$325,000.00, with the low bid received at \$216,250.00. Adding a construction contingency amount of \$20,000.00 will bring the total contract amount to \$236,250.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

The 2017 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

Funding for this project will be from the Water Fund Reserves allocated to the FY17 CPU Asphalt Repair Project.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, 1316 South Melrose Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2017 CPU Asphalt Repair Project No. 17-001.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2017 CPU Asphalt Repair Project, No. 17-001.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2017, through April 14, 2018.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2017. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2017. Starting June 16, 2017, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any "winter time" street asphaltic repair location by June 15, 2017, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2017, shall be completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not finally completed

on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$216,250.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

6.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

6.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 6.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
 - 6.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 7. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 9. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2).
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 0 .
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.

- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 9.16 Notice of Substantial Completion.

ARTICLE 10. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Willie Thomas III

CONTRACTOR:

ATTEST:

Treto Construction, LLC

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
2017 CPU Asphalt Repair
Project No. 17-001

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 14, 2018.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

| | |
|-------------------------|------------------|
| Addendum No. <u>N/A</u> | Dated <u>N/A</u> |
| Addendum No. <u>N/A</u> | Dated <u>N/A</u> |
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 216,250.00

TOTAL BASE BID, IN WORDS: Two hundred sixteen thousand two hundred Fifty and zero cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
1316 S. Melrose St.
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 22, 2017.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto *German G. Treto* (seal)
Managing Member
(Title)

(Seal)

Attest: *German G. Treto*

Business Address: 1316 S. Melrose St.
Casper, Wyoming, 82601

Phone Number: 307-237-8836

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ITEMIZED BID SCHEDULE
2017 CPU ASPHALT REPAIR PROJECT NO. 17-001
CASPER PUBLIC SERVICES DEPARTMENT

ABREVIATIONS

SY = Square yard SYI = Square yard inch CY = Cubic Yard LF = Lineal Feet EA = Each

| ITEM NO. | APPROXIMATE QUANTITIES | UNITS | ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS | UNIT PRICE | | TOTAL PRICE | |
|----------|------------------------|-------|---|------------|-------|-------------|-------|
| | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| A-1 | 2,000 | SYI | Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Seven</u> _____ Dollar(s) and <u>zero</u> _____ Cent(s) per square yard-inch | 7 | 0 | 14000 | 0 |
| A-2 | 7,000 | SYI | Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Seven</u> _____ Dollar(s) and <u>zero</u> _____ Cent(s) per square yard-inch | 7 | 0 | 49000 | 0 |
| A-3 | 12,000 | SYI | Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Seven</u> _____ Dollar(s) and <u>zero</u> _____ Cent(s) per square yard-inch | 7 | 0 | 84000 | 0 |
| B-1 | 850 | CY | Furnish and install Type "W" base course for patches greater than 2,000 square feet for <u>Forty</u> _____ Dollar(s) and <u>zero</u> _____ Cent(s) per cubic yard. | 40 | 0 | 34000 | 0 |

| ITEM NO. | APPROXIMATE QUANTITIES | UNITS | ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS | UNIT PRICE | | TOTAL PRICE | |
|---|------------------------|-------|---|------------|-------|-------------|-------|
| | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| C-1 | 4,000 | LF | Rotomill asphalt to a requiere depth for asphalt repair areas greater than 2,000 square feet for Four _____ Dollar(s) and zero _____ Cent(s) per lineal foot | 4 | 0 | 16000 | 0 |
| D-1 | 250 | SY | Install geotextile separation fabric for Two _____ Dollar(s) and zero _____ Cent(s) per square yard | 2 | 0 | 500 | 0 |
| E-1 | 10 | EA | Furnish and install concrete manhole collar for Seven hundred and fifty _____ Dollar(s) and zero _____ Cent(s) per each. | 750 | 0 | 7500 | 0 |
| E-2 | 25 | EA | Furnish and install hot mix asphalt for patches less than 200 square feet for Four hundred & fifty _____ Dollar(s) and zero _____ Cent(s) per each. | 450 | 0 | 11250 | 0 |
| TOTAL BASE BID (Addition of Items A-1 through E-2) | | | | \$ | | 216,250.00 | |

Bid Submitted By: _____
(Name of individual, partnership, corporation or LLC, or join venture)

RESOLUTION NO.17-37

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2017 CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

WHEREAS, the City of Casper desires to contract for street repairs for the 2017 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Treto Construction, LLC, of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2017 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Sixteen Thousand Two Hundred Fifty Dollars (\$216,250), and Twenty Thousand Dollars (\$20,000) for a contingency account, for a total price of Two Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$236,250).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenye Humphrey
Mayor

February 24, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with Environmental and Civil Solutions, LLC (ECS)
Solid Waste Lift Station Repairs, Project No. 17-032.

Recommendation:

That Council, by resolution, authorize a contract for professional services with ECS in the amount not to exceed \$25,495, for the Solid Waste Lift Station Repairs, Project No. 17-032.

Summary:

The Solid Waste Sanitation Truck Barn was recently expanded to include the addition of an enclosed wash bay area with a new automatic truck wash system. Due to events in October 2015 and November 2016 where surges from the truck wash system overwhelmed the downstream sanitary sewer lift station (lift station), modifications to the lift station are required. These modifications include upgrades to the existing lift station vault, pumps, bases, electrical, controls, and alarms.

ECS was teamed with GSG Architecture for design services of the truck barn expansion project completed in October of 2015. The professional services include engineering design, bidding, construction administration and project closeout. City Staff has reviewed ECS's proposal and recommends an agreement with ECS in the amount of \$25,495 for professional services related to this project.

Funding for this project will be from Refuse Collection.

The Professional Services Agreement and a resolution is prepared for Council's consideration

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2017, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Environmental and Civil Solutions LLC (ECS), 111 West 2nd Street, Suite 600, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project requiring professional services to make modifications to the existing Solid Waste sanitary sewer lift station, located at 1894 Station Road, Casper, Wyoming.

B. The project requires professional services for the engineering, design and construction administration of the work.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. Design

1. The Consultant shall provide design modifications to the existing Solid Waste sanitary sewer lift station lift station which shall include but not be limited to:

- a. Upgrades to the existing lift station to accommodate new pumps, bases and rails with each pump able to handle the volume from the Moby Dick/surge tank system.
 - b. Upgrades for a new control panel (similar to the new Bryan Stock Trail panel).
 - c. Upgrades for a new audible and visual alarm.
 - d. Upgrades for a new power service.
 - e. Upgrades for a new hatch with safety grate.
2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, including, but not limited to, existing roadway widths, utility locations, right-of-way, topographic data, surface elevations, and Site features. Consultant shall obtain as-built/record drawings of the underpass structure to utilize with the improvements of this project.
 3. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
 4. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
 5. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
 6. The Consultant shall include alternate materials for piping in design.
 7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement. A pdf plan set AND three (3) hard copy plan sets shall be provided to Owner at 50% completion AND 90% completion, with meetings scheduled with City personnel at each milestone.
 8. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.
 9. The Consultant shall design and permit the proposed construction in accordance with all applicable Federal, State, Local laws and regulations.

10. The Consultant shall attend any special meetings with the City Manager or City staff, relating to the performance of this Contract, and shall provide the City with weekly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses. As a minimum, weekly progress meetings shall be attended by the Consultant and the City.
11. The Consultant shall meet the requirements of authorities having jurisdiction for design and construction, and assist the City of Casper with all communications and coordination in meeting said requirements for design and construction.

B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. With permission of the Owner, "Half size" (11"X 17") plan sheets may be used, provided all information on the drawings is legible.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of an appropriate horizontal scale and vertical scale, indicating the proposed improvements and utility locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines; rights-of way; existing and proposed easements; existing and proposed alignments of storm sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; relocation of any non-storm sewer underground utilities; length and grade of pipes in plan/profile view; pipe materials and sizes; locations of manholes, valves, and fire hydrants; and any relative asphalt or concrete limits.
4. Profile information shall include depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include grades, stationing, and lengths.
5. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review at fifty percent (50%) AND at ninety percent (90%) completion. Consultant shall then provide four (4) copies of corrected construction drawings, for approval prior to project advertising. The approved corrected drawings shall be delivered to the Owner two (2) weeks prior to project advertising.

6. Final design drawings shall be in computer-aided drafting AND pdf format. Digital format shall be compatible with AutoCAD Release 2015, or earlier and sealed by a Professional Engineer licensed in the State of Wyoming. With permission of the Owner, "Half size" sheets (11" x 17") may be used provided all information on the sheets is legible.
7. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system.
8. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD AND pdf format, as required by Municode 16.16.020, on one set of compact discs (CD) labeled as "*Final Design Drawings – Solid Waste Lift Station Repairs, Project No. 17-032.*"
 - a. All AutoCAD .dwg materials generated by the chosen consultant shall utilize the Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained through either of the following links:
 - i. <http://www.casperwy.gov/cms/one.aspx?pageId=87224>
 - ii. [ftp://Csprftp_CoCST:C0C\\$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip](ftp://Csprftp_CoCST:C0C$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip)

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the stormwater improvements and installations.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions.

Consultant shall review these documents, insert modifications where necessary, and return them for final typing. After typing by the Owner, Consultant shall incorporate them into the Project Manual.

4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Subconsultants.

1. The Consultant shall procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

E. Advertising and Bidding Phase

1. The Consultant shall use QuestCDN for advertising, making plans and specifications available, distributing addenda and distributing bidding results. The Consultant shall acquire a login and password from the City of Casper Engineering Office and shall set up the project and include information for advertising on QuestCDN and Casper local newspapers.
2. The Consultant shall send advance notice of the project to interested Bidders.
3. Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
4. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
5. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders.
6. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening.

7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

F. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than three (3) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary

in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
 - a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial

interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such 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 their furnishing and performing the Work. It will also not

impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, 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.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable.
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). **Within thirty (30) days after Substantial Completion,** Consultant shall submit one (1) paper copy of 11"x 17" record drawings to Owner, as required by Municode 16.16.020 and Section B.8 of this Contract. Consultant shall also provide to Owner a copy of record drawings of the Project in AutoCAD AND .pdf digital format compatible with the Owners system, labeled as "Record Drawings - Solid Waste Lift Station Repairs, Project No. 17-032."
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project

and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 10th day of August 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Five Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$25,495.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:



--END OF PAGE 11 OF 18--

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR:
Environmental and Civil Solutions LLC

By: Jennifa A. Gustafson
Printed Name: Jennifa A. Gustafson
Title: office manager

By: Shawn J. Gustafson
Printed Name: Shawn J. Gustafson
Title: Principal

--END OF PAGE 12 OF 18--

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

February 16, 2017

Mr. Alex Sveda PE, Associate City Engineer
City of Casper Public Services Department
City Engineering Division
200 North David
Casper, WY 82601

RE: Ammendment to the 15-69 PSA, Addition of Lift Station Upgrades

Mr. Sveda:

On behalf of Environmental and Civil Solutions LLC (ECS) I would like to thank you for the opportunity to provide the City of Casper our proposal for the above mentioned projects. ECS is looking forward to working with the City again. Attached please find our itemized Price Proposal for the Engineering Services for each project.

Our original proposal did not include the Modifications to the Lift Station, pumps and controls for the Central Wyoming Regional Landfill. The following is our proposed ammendmentto add the Lift Station services to the Surge Tank and Sperator project.

Central Regional Landfill Lift Station

The recent addition of the Moby Dick Wheel Washing System to the Jim Evans Truck Barn has highlighted the need for modifications to the existing lift station and up-stream capacities. Administrative type controls are in place to limit and control the use of the wheel washing system, but it is desired to be able to do away with the controls and induce more flexibility into the operations. ECS is familiar with the Moby Dick System as well as the landfill sewer system. We propose the following;

1. Design modifications to the existing lift station to accommodate 2 new Flyte pumps, bases and rails with each pump able to handle the volume from the Moby Dick/surge tank system.
2. Design new control panel (similar to the new Bryan Stock Trail panel). *
3. Provide design for an audible and visual alarm. *
4. Investigate and design if necessary a new power service. *
5. Design and specify new hatch with safety grate.
6. Produce Construction Plans and specifications and city standard bidding documents.
7. Coordinate Bidding Process.
 - a. Coordinate and facilitate pre-bid conference.
 - b. Track and answer contractor questions.
 - c. Take and evaluate bids
 - d. Make recommendation to city for award.
8. Construction Administration services;



ENGINEERS

- a. Coordinate and facilitate a preconstruction conference.
- b. Periodic on site observation on a daily basis while contractor is working.
- c. Attend and document weekly progress meetings.
- d. Survey layout of proposed improvements.
- e. Pay application review and recommendations.
- f. Review/approve shop drawings.
- g. Track construction progress.
- h. Assemble final walk through and punch list
- i. Warranty walk through.
- j. Record drawings
- k. Project closeout.

**ECS will be assisted in items 5, 6 and 7 above by West Plains Engineering Inc.*

ECS will accomplish the above scope of work on a time and materials, not-to-exceed basis for the upset value of **\$25,495.00**. Please see the attached sheet for a more detailed breakdown of our proposed fees.

ECS Engineers appreciates this opportunity to propose on these important projects for the City of Casper. We look forward to continued partnership and success.

Respectfully Submitted:

Environmental & Civil Solutions LLC

A handwritten signature in black ink, appearing to read 'Shawn J. Gustafson', written over a horizontal line.

Shawn J. Gustafson P.E.
Principal

**ENGINEERING SERVICES FOR
CENTRAL REGIONAL LANDFILL LIFT STATION
PREPARED SEPT 9TH 2016**

CENTRAL REGIONAL LIFT STATION

1.) DESIGN SERVICES

Pump Station

MANPOWER

| | | | | |
|----------------------------|----------|------|----|------------|
| Senior Project Manager | \$165.00 | HOUR | 7 | \$1,155.00 |
| 1 Man Survey Crew With GPS | \$145.00 | HOUR | 2 | \$290.00 |
| Engineer | \$95.00 | HOUR | 48 | \$4,560.00 |
| Administrative | \$65.00 | HOUR | 6 | \$390.00 |

EQUIPMENT

| | | | | |
|---------|---------|------------------------|----|--------------------------|
| CADD | \$25.00 | Hour | 27 | \$675.00 |
| Mileage | \$1.00 | MILE | 30 | \$30.00 |
| | | <u>SUBTOTAL</u> | | <u>\$7,100.00</u> |

2.) CONTROLS

Services as provided by WPE as a Sub-Consultant to ECS (Includes Construction Services)

| | |
|------------------------|--------------------------|
| See attached Quote | \$6,000.00 |
| 10% Markup | \$6,600.00 |
| <u>SUBTOTAL</u> | <u>\$6,600.00</u> |

DESIGN SERVICE TOTAL **\$13,700.00**

3.) CONSTRUCTION ENGINEERING SERVICES

MANPOWER

| | | | | |
|------------------------|----------|------|----|------------|
| Senior Project Manager | \$165.00 | HOUR | 8 | \$1,320.00 |
| Engineer | \$95.00 | HOUR | 30 | \$2,850.00 |
| Engineering Technician | \$75.00 | HOUR | 52 | \$3,900.00 |

EQUIPMENT

| | | | | |
|---------|---------|------------------------|-----|--------------------------|
| CADD | \$25.00 | HOURS | 18 | \$450.00 |
| Mileage | \$1.00 | MILES | 340 | \$340.00 |
| | | <u>SUBTOTAL</u> | | <u>\$8,860.00</u> |

4.) Materials Testing

Services as provided by strata as a Sub-Consultant to ECS

| | |
|------------------------|------------------------|
| As Needed | \$750.00 |
| 10% Markup | \$825.00 |
| <u>SUBTOTAL</u> | <u>\$825.00</u> |

5.) Construction Surveying

Surveying services provided to layout improvements for contractor

MANPOWER

| | | | | | |
|------------------|----------------------------|----------|------------------------|----|--------------------------|
| | Senior Project Manager | \$165.00 | HOUR | 4 | \$660.00 |
| | Engineer | \$95.00 | HOUR | 4 | \$380.00 |
| | 1 Man Survey Crew With GPS | \$145.00 | HOUR | 4 | \$580.00 |
| | Survey Technician | \$75.00 | HOUR | 5 | \$375.00 |
| EQUIPMENT | | | | | |
| | CADD | \$25.00 | HOUR | 4 | \$100.00 |
| | Survey Mileage | \$1.00 | MILE | 15 | \$15.00 |
| | | | <u>SUBTOTAL</u> | | <u>\$2,110.00</u> |

CONSTRUCTION SERVICE TOTAL **\$11,795.00**

TOTAL ESTIMATED COST FOR PROJECT **\$25,495.00**

Note: ECS proposes the above cost as a Cost-Not to Exceed, billed on a time and materials basis.

RESOLUTION NO. 17-38

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL AND CIVIL SOLUTIONS LLC (ECS), FOR PROFESSIONAL SERVICES FOR THE SOLID WASTE LIFT STATION REPAIRS, PROJECT NO. 17-032.

WHEREAS, the City of Casper desires to enter into a professional services agreement with ECS, for design, bidding and construction administration for the Solid Waste Lift Station Repairs, Project No. 17-032; and,

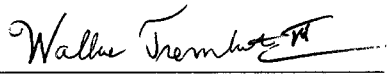
WHEREAS, ECS is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with ECS, to provide professional consulting services for design, bidding and construction administration for the Solid Waste Lift Station Repairs, Project No. 17-032.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Twenty-Five Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$25,495.00).

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

February 16, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Liz Becher, Planning and Community Development Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement With Rapid Fire Protection, Inc.
LifeSteps Campus Buildings 'E' and 'C' Fire Suppression and Alarm System
Replacement, Project No. 16-023.

Recommendation:

That Council, by resolution, authorize a contract with Rapid Fire Protection, Inc. (RFPI), for the LifeSteps Campus Buildings 'E' and 'C' Fire Suppression and Alarm System Replacement, Project No. 16-023, in the amount of \$252,090. Furthermore, it is recommended that Council authorize a deduct change order in the amount of \$60,776, for a contract price of \$191,314, and a construction contingency account in the amount of \$9,566, for a total project amount of \$200,880.

Summary:

On Tuesday, December 13, 2016 two (2) bids were received for the LifeSteps Campus Buildings 'E' and 'C' Fire Suppression and Alarm System Replacement. The project consists of a new fire suppression system, replacement of the existing air compressor system with a nitrogen compressor system, and extension of the base one-year maintenance and testing warranty to a five-year warranty. The bids received for this work were as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BID AMOUNT</u> |
|---------------------------------------|--------------------------|-------------------|
| RFPI | Cheyenne, Wyoming | \$252,090 |
| Western States Fire Protection (WSFP) | Casper, Wyoming | \$312,210 |

In order to bring the project within budget, price negotiations were made with RFPI and WSFP to value engineer the original design. The value engineering items included removing the alarm system work from the project and rejecting the bid that extended the warranty from one to five years. Because the existing fire alarms and smoke detection systems can function with a new fire suppression system, they can remain in service without being replaced. These value engineering items resulted in a revised bid amount of \$191,314 from RFPI and \$247,600 from WSFP.

Engineering Design Associates (EDA) has been hired by the City for design and construction administration of the work. EDA and City Staff recommend award of the project to RFPI and approval of Change Order No. 1.

Funding for this project will be from a Community Development Block Grant for the Lifesteps Campus.

The Agreement, Change Order No. 1, and Resolution are prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. 1

PROJECT: Lifesteps Campus Buildings 'E' and 'C' Fire
Suppression and Alarm Replacement Project
Project No. 16-023

DATE OF ISSUANCE: _____

OWNER: City of Casper, Wyoming

CONTRACTOR: Rapid Fire Protection, Inc

ARCHITECT/ENGINEER: Engineering Design Associates

You are directed to make the following changes in the Contract Documents:

Description: Remove all work associated with fire alarm replacement as shown on the construction documents from the project. All work shown on sheets E-1, E-2, E-3 and specification sections 260500 through 283120 is to be deleted from the project.


Attachments:

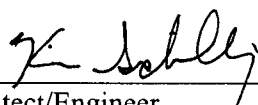
| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|---|---|
| Original Contract Price: \$ 252,090.00 | Original Contract Time: (days or date) Substantial completion: <u>April, 14, 2017</u> ; Final completion: <u>April 21, 2017</u> |
| Previous Change Orders No. --- to ---: \$ <u>0</u> | Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u> |
| Contract Price prior to this Change Order: \$ 252,090.00 | Contract Time prior to this Change Order: Substantial completion: <u>April, 14, 2017</u> ; Final completion: <u>April 21, 2017</u> |
| Net Increase/Decrease change of this Change Order: \$ (60,776) | Net Increase/Decrease of this Change Order: (days) <u>-- 41 --</u> |
| Contract Price with all approved Change Orders: \$ 191,314 | Contract Time with all approved Change Orders:(date) <u>Substantial completion: May 25, 2017</u> <u>Final completion: June 1, 2017</u> |

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Architect/Engineer

BY: _____
Owner

CO-1

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Rapid Fire Protection, Inc., 600 East Carlson Street, Suite AB, Cheyenne Wyoming 82009, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to remove and replace the existing fire suppression and fire alarm systems in the existing buildings "E" and "C" at the Lifesteps Campus in Casper Wyoming with systems that comply with current NFPA codes; and,

WHEREAS, Rapid Fire Protection, Inc. is able and willing to provide those services specified as the Lifesteps Campus Buildings "E" and "C" Fire Suppression and Alarm System Replacement Project, Project No. 16-023.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Lifesteps Campus Buildings 'E' and 'C' Fire Suppression and Alarm System Replacement Project, Project No. 16-023, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the Engineering Design Associates who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **April 14, 2017** and ready for final payment in accordance with Article 14 of the General Conditions by **April 21, 2017**. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and

difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Ninety One Three Hundred Fourteen and 00/100 Dollars (\$191,314.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid (Bid Items #1 and #2) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 thru BF-4 of the Bid Form and BS-1 of the Bid Schedule) and Change Order No. 1, both by this reference made as part of this Agreement. **This project is federally funded and Contractor shall comply with all Davis Bacon regulations and requirements.**

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive and BS-1).
- 8.4 Addenda Numbers One through Four (1-4).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections.
- 8.10 Special Provisions consisting of **ten (10)** Sections and **eleven (11)** Drawing "Sheets".
- 8.11 Notice of Award.

8.12 City of Casper Change Order No. 1.

8.13 Notice to Proceed.

8.14 Minutes of the Pre-Bid Conference, if any.

8.15 Contract Drawings, with each sheet bearing the following general title:

**Lifesteps Campus Buildings “E” and “C” Fire Suppression and Alarm System
Replacement Project, Project No. 16-023**

8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.17 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:
(Lifesteps Campus Buildings "E" and "C" Fire Suppression and Alarm System Replacement
Project, Project No. 16-023)

William J. ...

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracy L. Belser
Title: City Clerk

Kenyne Humphrey
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper

Lifesteps Campus Buildings 'E' and 'C' Fire Suppression
and Alarm System Replacement Project
Project No. 16-023

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **April 14, 2017** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **April 21, 2017**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

| | |
|-----------------------|-----------------------|
| Addendum No. <u>1</u> | Dated <u>11/23/16</u> |
| Addendum No. <u>2</u> | Dated <u>12/7/16</u> |
| <u>3</u> | <u>12/12/16</u> |
| <u>7</u> | <u>12/12/16</u> |
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ \$252,090

TOTAL COMBINED BID, IN WORDS: Two Hundred fifty two THOUSAND and NINETY Dollars DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Rapid Fire Protection Inc.
600 E. Carlson St. Suite AB
Cheyenne, WY 82009

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 12-13, 2016.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: N/A (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Rapid Fire Protection Inc. (seal)
(Corporation's or Limited Liability Company's Name)

South Dakota
(State of Incorporation or Organization)

By: [Signature] (seal)
Vice President

(Title)

(Seal)

Attest: [Signature]

Business Address: 600 E. Carlson St. Suite 100
Cheyenne WY 82009

Phone Number: 307-426-4077

A JOINT VENTURE

By: NA (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE

**Lifesteps Campus Buildings 'E' and 'C' Fire Suppression and Alarm System Replacement Project
PROJECT #16-042
December 06, 2016**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

Bid Schedule

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|------|--|------|----------|-----------|-------------|
| 1 | Replacement of existing Fire Sprinkler and Alarm Systems, and all other work shown on the drawings and specifications. | LS | 1 | | \$221,870 |
| 2 | Replacement of existing Fire sprinkler Air compressor system with Nitrogen generator and compressor system. | LS | 1 | | \$17,020.00 |
| 3 | Additional 5 year maintenance and testing contract for fire suppression system. (After expiration of warranty.) | LS | 1 | | \$13,200 |

• **BID IN WORDS:**

Two Hundred Fifty Two Thousand and Ninety Dollars

This bid submitted by: Corporation Rapid Fire Protection Inc.
(Individual, partnership, corporation, or joint venture name)

Alex Sveda

From: Brian Hill <brian.hill@wsfp.us>
Sent: Monday, February 06, 2017 9:59 AM
To: Alex Sveda
Subject: RE: Base bid breakdown: Lifesteps Campus Buildings 'C' and 'E' Fire Suppression and Alarm Systems Replacement

Alex

Fire Suppression: \$218,800.00
Fire Alarm: \$56,503.00

Thank You



Brian Hill | Sales and Service Specialist | WSFP.COM
2319 N. Plaza Drive, Suite #1
Rapid City, SD 57702
D: 605-593-8507 | M: 605-787-0381

Connect With Us Socially



From: Alex Sveda [mailto:asveda@casperwy.gov]
Sent: Thursday, February 2, 2017 12:23 PM
To: Brian Hill <brian.hill@wsfp.us>
Subject: Base bid breakdown: Lifesteps Campus Buildings 'C' and 'E' Fire Suppression and Alarm Systems Replacement

Brian,

As discussed, please provide a breakdown separating the Fire Suppression and Alarm work that adds up to your base bid of \$275,303.

Thanks,

Alex Sveda, P.E.
Associate Engineer
City of Casper
200 North David St
Casper, WY 82601
P: 307 235-8341
F: 307 234-0709

RESOLUTION NO. 17-39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAPID FIRE PROTECTION, INC., FOR CONSTRUCTION OF THE LIFESTEPS CAMPUS BUILDINGS "E" AND "C" FIRE SUPPRESSION AND ALARM SYSTEM REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to replace the fire suppression and alarm system at Lifesteps Campus Buildings "E" and "C"; and,

WHEREAS, Rapid Fire Protection, Inc., is able and willing to provide those services specified as the Lifesteps Campus Buildings "E" and "C" Fire Suppression and Alarm System Replacement; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Agreement with Rapid Fire Protection, Inc. for those services, in the amount of One Hundred Ninety-One Thousand Three Hundred Fourteen and 00/100 Dollars (\$191,314.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed One Hundred Ninety-One Thousand Three Hundred Fourteen and 00/100 Dollars (\$191,314.00) and Nine Thousand Five Hundred Sixty-Six and 00/100 Dollars (\$9,566.00) for a construction contingency account, for a total price of Two Hundred Thousand Eight Hundred Eighty and 00/100 Dollars (\$200,880.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

(LifeSteps Campus Bldgs "E" and "C" Fire Suppression/Alarm)





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Kenyne Humphrey
Mayor

February 21, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM: Andrew Beamer, P.E., Public Services Director 
Dan Coryell, Parks Division Manager
Terry Cottenoir, Engineering Technician
SUBJECT: Procurement Agreement with Great Western Recreation for the
Wells Park Shelter Procurement, Project No. 16-044

Recommendation:

That Council, by resolution, authorize an agreement with Great Western Recreation for the Wells Park Shelter Procurement, Project No. 16-044, in the amount of \$30,124.00.

Summary:

On Tuesday, February 21, 2017, one (1) bid was received for purchasing a new shelter for Wells Park. The bid is as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BID AMOUNT</u> |
|------------------------------------|--------------------------|--------------------|
| Great Western Installations | Wellsville, Utah | \$30,124.00 |

The existing shelter at Wells Park has reached its life expectancy and is the top candidate for shelter replacements. The current shelter is an "A" frame style that takes up a large amount of space but only holds three (3) picnic tables. The replacement version will occupy the same amount of space, but will hold up to nine (9) picnic tables. This will allow larger groups to utilize the shelter. Upon delivery, the Buildings and Structures Division and Parks Division will install the new shelter. The estimate prepared by the City Engineering Division was \$35,000.00.

The low bid from Great Western Installations was \$30,124.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As only one bid was recieved, no bid preference was granted.

Funding for this procurement will be from budgeted Optional One Cent #15 Sales Tax funds allocated to FY17 Wells Park Shelter Renovation.

The Procurement Agreement and resolution are prepared for Council's consideration.

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this ____ day of _____, 2017, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Great Western Installations, P.O. Box 97, Wellsville, Utah 84339, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Wells Park Shelter Procurement

The following special services are required: Provide specific items identified in the Special Provisions.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Service Center
Attn: Dan Coryell
1800 East K Street
Casper, WY 82601

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

Great Western Installations
Wells Park Shelter Procurement
Project No. 16-044

PA -1 of 5

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of sixty (60) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty Thousand One Hundred Twenty-Four Dollars (\$30,124.00). See Exhibit "A" - Bid Form and the Bid Schedule.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount

sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PA-1 to PA-5, inclusive).
- 9.2 Exhibit "A" - Bid Form and the Bid Schedule.

- 9.3 Addenda (none).
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.6 Procurement Specifications bearing the title "Wells Park Shelter Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Wallen Fremont

CONTRACTOR:

Great Western Installations

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
Wells Park Shelter Procurement, Project 16-044

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
Addendum No. Ø Dated _____
Addendum No. Ø Dated _____
 - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by

collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule, Page 1 of 1) \$ 30,124.00

TOTAL BASE BID, IN WORDS: _____

Thirty thousand one hundred twenty-four and 00/100 DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Great Western Installations
PO Box 97
Wellsville, UT 84339

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on February 21, 2016:7

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Great Western Installations (seal)
(Name)

Utah
(State of Incorporation or Organization)

By: *Debbi Road* (seal)

Chief Operations Officer
(Title)

(Seal)

Attest:
Business Address: 2598 W. 5700 S.
Wellsville, UT 84339
Phone Number: 435-245-5055

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE

WELLS PARK SHELTER PROCUREMENT

PROJECT NO. 16-044

February 21, 2017

Contractor shall furnish items as called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum
SY = Square Yard

R&R = Remove and Replace
FA = Force Account

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

Bid Schedule

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|------------------|---|------|----------|--------------|---------------------|
| 1 | RCP - 40' x 44' Gable Laminated Wood Shelter | EA | 1 | \$ 30,124.00 | \$ 30,124.00 |
| TOTAL BID | | | | | \$ 30,124.00 |

• **BID IN WORDS:**

Thirty thousand one hundred twenty-four dollars and 00/100

This bid submitted by: Great Western Installations
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.17-40

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH GREAT WESTERN INSTALLATIONS FOR THE WELLS PARK SHELTER PROCUREMENT.

WHEREAS, the City of Casper desires to procure a new shelter for Wells Park;
and,

WHEREAS, Great Western Installations is ready, willing and able to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Great Western Installations, in the amount of Thirty Thousand One Hundred Twenty-Four Dollars (\$30,124.00), to furnish a new shelter for Wells Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

Wallie Trembly

ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

February 28, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 

SUBJECT: License Agreement with the Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division
Installation of a Soil Vapor Extraction Treatment Unit

Recommendation:

That Council, by resolution, authorize a license agreement with the Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division, to install a soil vapor extraction treatment unit within City-owned right-of-way.

Summary:

DEQ requests the City's permission to install a soil vapor extraction treatment unit within City right-of-way. The treatment unit will be installed within the sidewalk along the south right-of-way of East Collins Drive between South Center Street and South Wolcott Street. The treatment unit has been sized to maintain a minimum 3-foot width of passable sidewalk.

Soil concentrations of perchloroethylene (PCE) and other pollutants, believed to have originated from the adjacent dry cleaning facility, have been found to be elevated. The treatment unit is designed to prevent soil gas to groundwater partitioning, soil migration to groundwater impacts, and control vapor intrusion in the vicinity of the dry cleaner. DEQ will be hosting a public meeting March 28th beginning at 7:00 PM at the UW Agricultural Extension Building, 2011 Fairgrounds Road, to present groundwater cleanup and remediation project plans regarding the PCE plume in the Casper area.

Provisions in the license agreement call for DEQ to be responsible for all costs associated with construction and maintenance of the facility. The license also spells out the conditions under which the unit can be installed and procedures for removal upon project completion.

A resolution is prepared for Council's consideration.

**REVOCABLE LICENSE AGREEMENT
BETWEEN THE
DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)
SOLID AND HAZARDOUS WASTE DIVISION
AND
CITY OF CASPER
FOR
INSTALLATION OF A SOIL VAPOR EXTRACTION
TREATMENT UNIT**

The CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to the DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), SOLID AND HAZARDOUS WASTE DIVISION, 200 W. 17th Street, 2nd Floor, Cheyenne, Wyoming 82002, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove a soil vapor extraction treatment unit, hereinafter called the "Facility," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Exhibit "A" consisting of one (1) page and Exhibit "B" consisting of one (1) page)

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.
2. Licensor and Licensee shall each assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
3. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any

such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.

4. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.
5. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
6. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".

7. GOVERNMENTAL CLAIMS ACT

The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, et seq. The licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

8. The State of Wyoming does not waive sovereign immunity by entering into this Revocable License Agreement and the City of Casper does not waive governmental immunity. Each specifically retain all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Revocable License Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

9. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the _____ day of _____, 2017.

APPROVED AS TO FORM:
(DEQ Soil Vapor Extraction Treatment Unit)



Attorney General's Office Approval as to Form:


Kristin M. Nuss, Senior Assistant Attorney General

02-21-17
Date

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

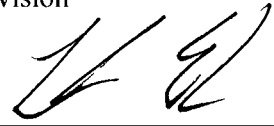
Kenyne Humphrey
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

WITNESS:

Department of Environmental Quality
(DEQ), Solid and Hazardous Waste
Division





Luke Esch
Administrator

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2017, by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____



STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on the 24 day of February, 2017, by Whe Eick as the Administrator of DEQ, Solid and Hazardous Waste Division.

[Signature]

Notary Public

My commission expires: May 2, 2018

EXHIBIT "A"

LICENSED PREMISES DESCRIPTION

A LICENSED PREMISES LOCATED WITHIN THE RIGHT-OF-WAY OF EAST COLLINS DRIVE ADJACENT TO THE NORTHERLY LINE OF BLOCK 22, PARK ADDITION TO THE CITY OF CASPER LOCATED IN THE W½ NE¼ OF SECTION 9, T.33N., R.79W., 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID LICENSED PREMISES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

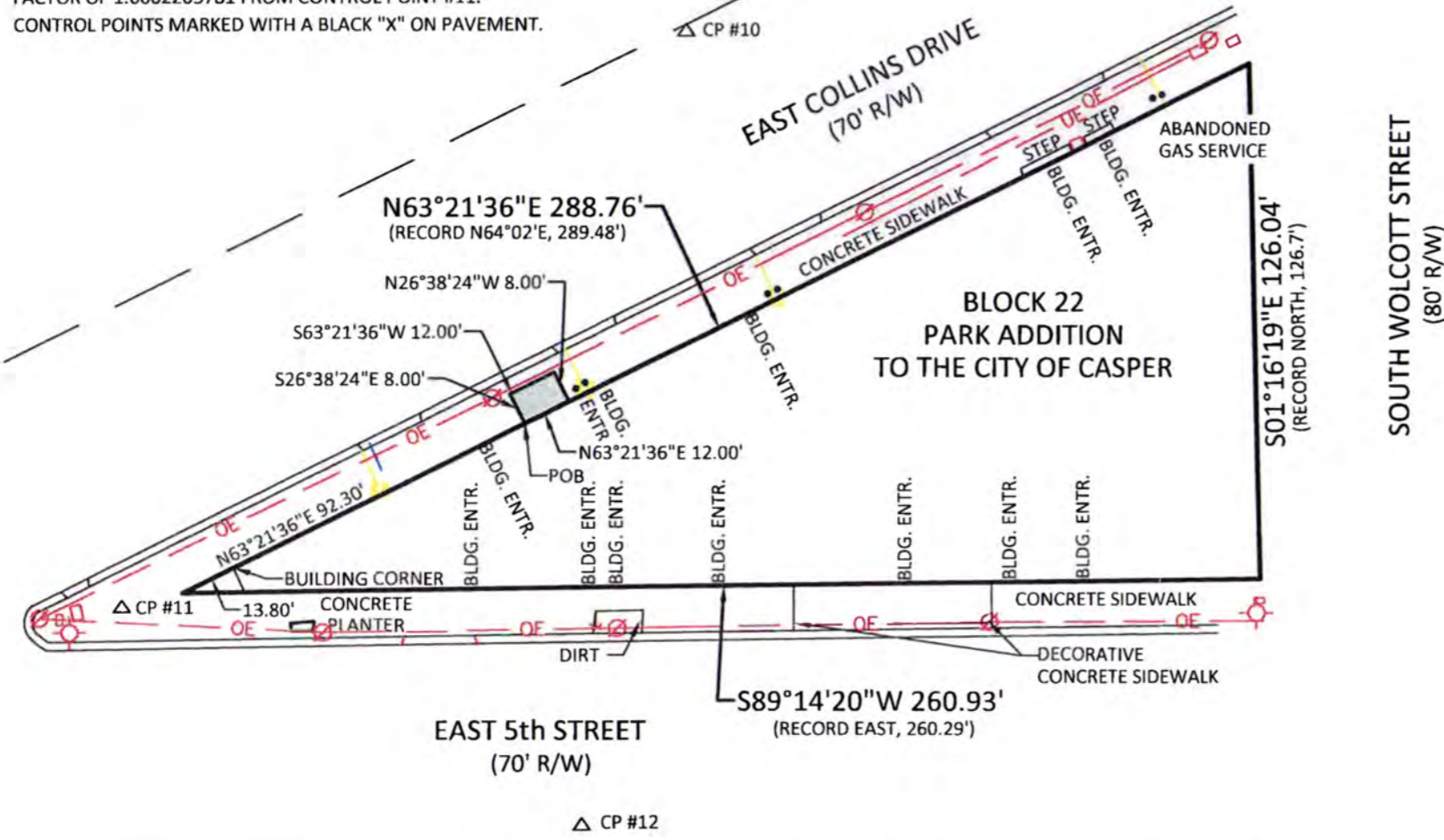
COMMENCE AT THE SW CORNER OF SAID BLOCK 22; THENCE N63°21'36"E ALONG THE NORTHERLY LINE OF SAID BLOCK 22, BEING COINCIDENT WITH THE SOUTHERLY LINE OF EAST COLLINS DRIVE, 92.30 FEET, TO THE POINT OF BEGINNING OF THIS LICENSED PREMISES DESCRIPTION; THENCE CONTINUE N63°21'36"E ALONG SAID NORTHERLY LINE OF BLOCK 22 AND SAID SOUTHERLY LINE OF EAST COLLINS DRIVE 12.00 FEET; THENCE N26°38'24"W, 8.00 FEET; THENCE S63°21'36"W PARALLEL WITH SAID NORTHERLY LINE OF BLOCK 22 AND SAID SOUTHERLY LINE OF EAST COLLINS DRIVE 12.00 FEET; THENCE S26°38'24"E, 8.00 FEET TO THE POINT OF BEGINNING OF THIS LICENSED PREMISES DESCRIPTION CONTAINING 96 SQUARE FEET AND SUBJECT TO ALL EASEMENTS, RIGHTS-OR-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT "B"

CONTROL POINTS

| NO. | NORTHING | EASTING |
|-----|------------|------------|
| 10 | 1184560.19 | 1582894.12 |
| 11 | 1184419.49 | 1582758.57 |
| 12 | 1184366.09 | 1582869.48 |

WYOMING STATE PLANE COORDINATE SYSTEM EAST CENTRAL ZONE MODIFIED TO GROUND BY APPLYING A COMBINATION FACTOR OF 1.0002205781 FROM CONTROL POINT #11. CONTROL POINTS MARKED WITH A BLACK "X" ON PAVEMENT.



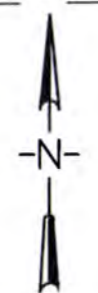
LEGEND

- STREET LIGHT
- POLE
- GUY
- CLEAN OUT
- CURB STOP
- FIRE HYDRANT
- GAS METER
- BOLLARD
- SIGN
- PROPERTY BOUNDARY
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- WATER
- GAS
- POINT OF BEGINNING
- LICENSED PREMISES

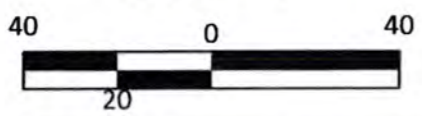
NOTES:
 UTILITY LOCATE NOT REQUESTED FOR THIS PROJECT. UTILITIES SHOWN ON THIS MAP BASED ON FAINT MARKINGS FROM A PREVIOUS UTILITY LOCATE NOT A PART OF THIS PROJECT.

BOUNDARY SHOWN IS BASED ON BUILDING FRONTS. NO PROPERTY CORNERS WERE FOUND OR SET THIS SURVEY.

LICENSED PREMISES DESCRIPTION
 A DESCRIPTION FOR LICENSED PREMISES LOCATED WITHIN THE RIGHT-OF-WAY OF EAST COLLINS DRIVE ADJACENT TO THE NORTHERLY LINE OF BLOCK 22, PARK ADDITION TO THE CITY OF CASPER LOCATED IN THE W½ NE¼ OF SECTION 9, T.33N., R.79W., 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID LICENSED PREMISES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SW CORNER OF SAID BLOCK 22; THENCE N63°21'36"E ALONG THE NORTHERLY LINE OF SAID BLOCK 22, BEING COINCIDENT WITH THE SOUTHERLY LINE OF EAST COLLINS DRIVE, 92.30 FEET, TO THE POINT OF BEGINNING OF THIS LICENSED PREMISES DESCRIPTION; THENCE CONTINUE N63°21'36"E ALONG SAID NORTHERLY LINE OF BLOCK 22 AND SAID SOUTHERLY LINE OF EAST COLLINS DRIVE 12.00 FEET; THENCE S26°38'24"W, 8.00 FEET; THENCE S63°21'36"W PARALLEL WITH SAID NORTHERLY LINE OF BLOCK 22 AND SAID SOUTHERLY LINE OF EAST COLLINS DRIVE 12.00 FEET; THENCE S26°38'24"E, 8.00 FEET TO THE POINT OF BEGINNING OF THIS LICENSED PREMISES DESCRIPTION CONTAINING 96 SQUARE FEET AND SUBJECT TO ALL EASEMENTS, RIGHTS-OR-WAY AND RESTRICTIONS OF RECORD.

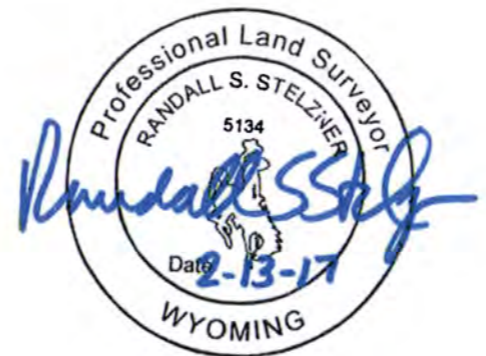


SCALE: 1" = 40'



STATE OF WYOMING)
 COUNTY OF FREMONT) ss

I, RANDALL S. STELZNER, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF WYOMING, DO HEREBY STATE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION BY TRAVIS D. FERGUSON ON OCTOBER 11, 2016 AND DAVID DELGADILLO ON DECEMBER 23, 2016 AND THAT THE ACCOMPANYING MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE.



| | | | | | | | | | | | | | |
|----------|----------|------------------|----------------------------------|-----------|---|-------------------------|--|-----------------------------|-----------------------------|---------------------------|---------------------|-------|-------|
| SCALE | | HORZ 1" = 40' | VERT | REVISIONS | | INBERG-MILLER ENGINEERS | | | GEOSYNTEC CONSULTANTS, INC. | | CASPER DRY CLEANERS | | SHEET |
| DRN. RSS | BK: 1251 | JOB NO. 18855-CS | 2/09/17 CH. TO LICENSED PREMISES | | 124 East Main Street Riverton, WY 82501 307-856-8136 1120 East C Street Casper, WY 82601 307-577-0806 350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827 193 West Flaming Gorge Way Green River, WY 82935 307-875-4394 830 E. Richards St Ste 1 Douglas, WY 82633 307-359-7000 | | | GEOSYNTEC CONSULTANTS, INC. | | CASPER DRY CLEANERS | | SHEET | |
| CHK. RSS | PAGE: 1 | DATE: 1/02/2017 | | | | | | | | 120 E. 5th St. Casper, WY | | V1.1 | |

Any use, reuse, or CADD adaptation of this drawing other than for the specific purpose intended, by anyone, without written authorization from the engineer, will be at the Client's risk and full legal responsibility.

\\JME01\Projects\18855-CS GEOSYNTEC Topo Survey\DWG\18855-CS.dwg, V1.1, 2/13/2017 8:40:55 AM

FILE: 18855-CS.dwg

RESOLUTION NO. 17-41

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY, SOLID AND HAZARDOUS WASTE DIVISION, TO INSTALL A SOIL VAPOR EXTRACTION TREATMENT UNIT WITHIN CITY-OWNED RIGHT-OF-WAY.

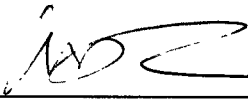
WHEREAS, the Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division, has requested permission from the City to use City right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing a soil vapor extraction treatment unit along the south right-of-way of East Collins Drive between South Center Street and South Wolcott Street; and,

WHEREAS, the City of Casper has determined that the use of said City-owned right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a license agreement with DEQ for the purpose of using certain City-owned right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing a soil vapor extraction treatment unit, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

March 6, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Transportation Corridor and *De Minimis* Impact Finding at West 13th Street and Southwest Wyoming Boulevard.

Recommendation:

That Council, by resolution, concur with the Wyoming Department of Transportation (WYDOT) finding that the West 13th Street corridor at Southwest Wyoming Boulevard and minor improvements at the northwest and southwest corners at the intersection of Southwest Wyoming Boulevard and Fort Caspar Road constitute a *de minimis* impact, and execute a letter agreement indicating such.

Summary:

WYDOT and the Federal Highway Administration (FHWA) are preparing to upgrade the traffic signals at the intersection of Southwest Wyoming Boulevard and West 13th Street/Fort Caspar Road. The project includes turn lane modifications, along with upgrading the sidewalk ramps to bring them into compliance with the Americans with Disabilities Act (ADA).

West 13th Street is not constructed within a platted right-of-way, but rather across City of Casper property zoned "Park Historic." WYDOT is seeking the City of Casper's concurrence under Section 4(f) of the U.S. Department of Transportation Act of 1966, that the west end of West 13th Street is currently being utilized and considered as a transportation facility by the City of Casper.

In order to bring the sidewalk ramps into compliance with ADA, WYDOT is looking to acquire additional right-of-way at the northwest and southwest corners at the intersection of Southwest Wyoming Boulevard and Fort Caspar Road. As the park has been substantially used in the last ten years, the City cannot vacate the park. WYDOT has agreed to accept a license agreement in lieu of acquiring right-of-way in order to construct the improvements. This license agreement will be presented at a future Council meeting.

The letter agreement and resolution are prepared for Council's consideration.



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



William T. Panos
Director

January 26, 2017

Mr. Andrew Beamer
City Engineer
City of Casper
200 N. David
Casper, WY 82601

Dear Mr. Beamer,

Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) are proposing to upgrade traffic signals at the intersection of Wyoming Boulevard and 13th Street/Fort Caspar Road in the City of Casper. The project also involves upgrades to sidewalk ramps to bring them into compliance with the Americans with Disabilities Act (ADA), widening of the right turn lane on 13th Street, and minimal island reconstruction. For this project to comply with Section 4(f) of the U.S. Department of Transportation Act of 1966, WYDOT is seeking your concurrence with the following:

- The west end of 13th Street within the project boundaries and adjacent areas (see attached figure) are currently considered a transportation facility by the City of Casper.
- The minor amounts of right-of-way acquisition on the northwest and southwest corners at the intersection of Wyoming Boulevard and Fort Caspar Road (see attached figure) do not adversely affect the activities, features, and attributes of Fort Caspar Park or Centennial Park. WYDOT/FHWA intends to make a *de minimis* impact determination for the minor right-of-way acquisition.

13th Street

Currently, the west end of 13th Street at the Wyoming Boulevard intersection is a city street located on city property. This portion of 13th Street, however, is zoned "Park Historic". The "Park Historic" zone extends from the Natrona County Fair Ground boundary fence on the south side of 13th Street, north to the north bank of the North Platte River inclusive of 13th Street itself (based on Casper's GeoSmart website). Section 4(f) regulates the use of parks and recreation areas when they are permanently incorporated into a transportation facility. Although 13th Street and adjacent areas are zoned as "Park Historic", 13th Street is currently a transportation facility

for motor vehicles. The sidewalk on the south side of 13th Street is part of a multimodal transportation system and facilitates pedestrian traffic, and the portion of the Platte River Trail on the north side 13th Street facilitates both bicycle and pedestrian traffic. WYDOT requests your concurrence that 13th Street from Wyoming Boulevard east 400 feet, south 20 feet from back of existing curb, and north 30 feet from back of existing curb, as shown on the attached figure, is currently used and maintained as a transportation facility even though it is zoned as “Park Historic”. Transportation right-of-way typically includes the roadway and any adjacent curb and gutter, sidewalks, and an adjacent strip of land, such as the case with the other roads at the intersection, Wyoming Boulevard and Fort Casper Road (see attached figure). With your concurrence, WYDOT can move forward with a determination of no Section 4(f) use along 13th Street and the City does not have to change the zoning in the area of 13th Street.

Section 4(f) *de minimis* Impact Determination

WYDOT requires right-of-way acquisition on the northwest and southwest corners at the intersection of Wyoming Boulevard and Fort Caspar Road (see attached figure). Right-of-way is needed on these corners for construction of the traffic upgrades and ADA ramps, as well as grading associated with construction. On the southwest corner, right-of-way is also needed to keep signal poles within WYDOT property.

The northwest corner is zoned as “Park Historic” and is part of Centennial Park. The southwest corner is also zoned as “Park Historic” and is part of Fort Caspar Park. The amount of the acquisition on the northwest corner is 0.014 acre, and represents less than 0.06% of the 24.8-acre Centennial Park. The amount of the acquisition on the southwest corner is 0.004 acre, and represents less than 0.14% of the 2.869-acre Fort Caspar Park. Since these acquisitions involve the permanent incorporation of a public park (i.e., a Section 4(f) property) into a transportation facility, these are considered “use” of Section 4(f) property.

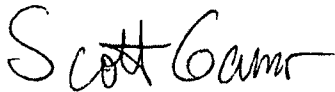
Impacts to Section 4(f) property can be determined to be *de minimis* if the project does not adversely affect the activities, features, or attributes of a qualifying park. Activities that normally take place at Centennial and Fort Caspar Parks will not be adversely affected by the project, except for temporary, short-term, construction-related impacts such as sidewalk interruption, traffic delays, and construction noise. In the long-term, the project will improve access and usability by individuals with disabilities to the sidewalks and pathways in the parks by installing ADA ramps at the corners of the intersection. The upgraded traffic signal will improve traffic flow at the intersection, including traffic to and from the parks. In addition, park features and attributes will not be adversely affected by the project. None of the main park features, such as the Fort Caspar Museum, historic structures, playground equipment, and picnic shelter are near the project location. The project will occur at the entrance to the park, where park signs and gate posts are located, however, the right-of-way acquisitions will not affect these features; nor will they affect the wagon on the southwest corner of the intersection at Fort Caspar Park.

Section 4(f) regulations require that a *de minimis* impact determination include public involvement as specified in 23 CFR 774.5(b). When a park property is involved, an opportunity for public review and comment must be provided. WYDOT will publish a notification of a *de minimis* impact determination in the Casper Star Tribune, unless the City of Casper will afford another opportunity (i.e. city council meeting) for public review and comment.

If you concur that the west end of 13th Street within the project boundaries and adjacent areas is a transportation facility, and the minor amounts of right-of-way acquisition on the northwest and southwest corners at the intersection of Wyoming Boulevard and Fort Caspar Road constitute a *de minimis* impact, please sign below and return the signed copy of this letter to me.

Thank you.

Sincerely,



Scott Gamo, Ph.D.
Environmental Services Manager

I concur that the west end of 13th Street within the project boundaries and adjacent areas is a transportation facility, and the minor amounts of right-of-way acquisition on the northwest and southwest corners at the intersection of Wyoming Boulevard and Fort Caspar Road constitute a *de minimis* impact.

Print Name of Signatory

Date

Title of Signatory

cc: Samantha Pratt, P.E., Federal Highway Administration
Jack Stone, P.E., WYDOT District 2
Mark Ayen, P.E., WYDOT District 2
Roy Weber, WYDOT Right-of-Way
Hank Doering, P.E., WYDOT Project Development




**T33N R79W
SEC 7
SESW**

**CITY OF CASPER
CASPAR COLLINS ADDITION
LOT 1**

WYOMING BOULEVARD

CITY OF CASPER

ROADWAY LEGEND

-  **NEW CURB AND GUTTER**
-  **NEW ADA RAMP**
-  **EXISTING RIGHT-OF-WAY**



PROPOSED RIGHT-OF-WAY

FORT CASPAR ROAD

NEW INLET

TURN LANE ADDITION

WEST 13 STREET

















**CITY OF CASPER
CASPAR COLLINS ADDITION
LOT 5**

PROPOSED RIGHT-OF-WAY

WYOMING BOULEVARD

NATRONA COUNTY

TRAFFIC ELECTRICAL LEGEND.



-  EXISTING PULL BOX TO BE REMOVED
-  EXISTING PULL BOX TO REMAIN
-  NEW PULL BOX TYPE B
-  DRILLED SHAFT FOUNDATION 24"
-  DRILLED SHAFT FOUNDATION 36"
-  CONDUIT RIGID PVC
-  CONDUIT TO BE BORED
-  EXISTING CONDUIT
-  SERVICE POINT SIGNAL
-  EXISTING SERVICE POINT TO BE REPLACED
-  TRAFFIC CONTROLLER CABINET (332D)
-  EXISTING ROADWAY LUMINAIRE TO BE REMOVED
-  EXISTING SIGNAL POLE AND FOOTING TO BE REMOVED
-  COMMUNICATION ANTENNA
-  EXISTING TRAFFIC CONTROLLER CABINET AND FOOTING TO BE REMOVED
-  ROADWAY LUMINAIRE WITH ORIENTATION ARROW

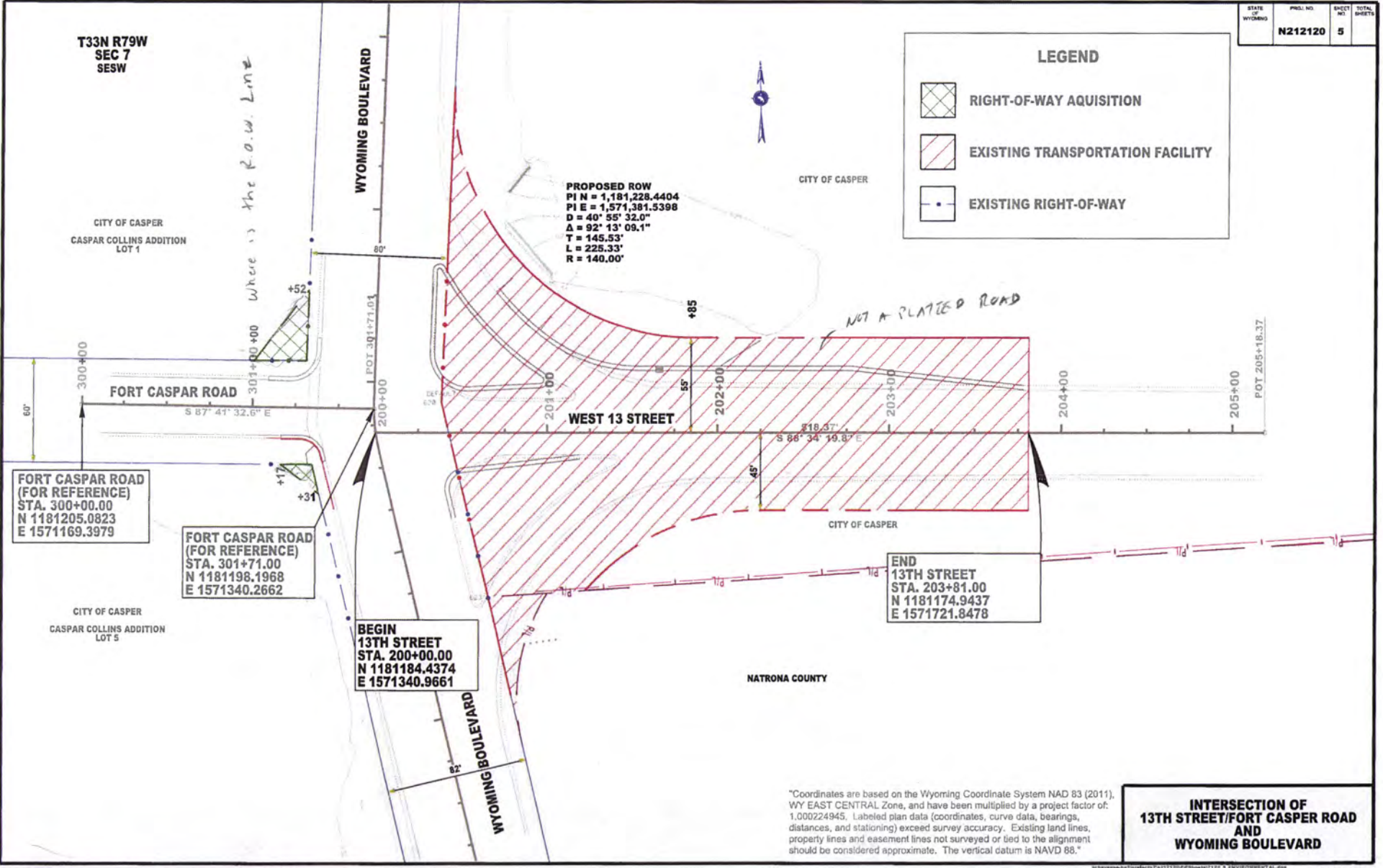
"Coordinates are based on the Wyoming Coordinate System NAD 83 (2011), WY EAST CENTRAL Zone, and have been multiplied by a project factor of: 1.000224945. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88."

**INTERSECTION OF
13TH STREET/FORT CASPER ROAD
AND
WYOMING BOULEVARD**

| | | | |
|------------------|-----------------------------|-----------------------|--------------|
| STATE WYOMING | PROJ. NO. N212120 | SHEET NO. 5 | TOTAL SHEETS |
|------------------|-----------------------------|-----------------------|--------------|

LEGEND

-  RIGHT-OF-WAY ACQUISITION
-  EXISTING TRANSPORTATION FACILITY
-  EXISTING RIGHT-OF-WAY




Designed By: _____ Date: _____ Checked By: _____ Date: _____

**INTERSECTION OF
13TH STREET/FORT CASPAR ROAD
AND
WYOMING BOULEVARD**

APPROVAL AS TO FORM

I have reviewed the attached *Letter Agreement constituting de minimis impact within project boundaries and adjacent areas is a transportation facility, and the minor amounts of right-of-way acquisition on the northwest and southwest corners at the intersection of Wyoming Boulevard and Fort Caspar Road*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 14, 2017.



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 17-42

A RESOLUTION AUTHORIZING A LETTER AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION CORRIDOR AND *DE MINIMIS* IMPACT FINDING AT WEST 13TH STREET AND SW WYOMING BOULEVARD.

WHEREAS, the Wyoming Department of Transportation (WYDOT) and Federal Highway Administration are preparing to upgrade the traffic signals at the intersection of SW Wyoming Boulevard and West 13th Street, including turn lane modifications and sidewalk ramp upgrades; and,

WHEREAS, in order to construct the improvements, WYDOT requires the City of Casper to concur with the WYDOT finding that west end of West 13th Street is currently used as a transportation corridor and that the improvements at the northwest and southwest corners at the intersection of SW Wyoming Boulevard and Fort Caspar Road constitute a *de minimis* impact.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a Letter Agreement with WYDOT concurring with WYDOT's finding that West 13th Street is a transportation corridor and the improvements at the northwest and southwest corners of SW Wyoming Boulevard and Fort Caspar Road constitute a *de minimis* impact.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

March 8, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Andrew Colling, Engineering Technician

SUBJECT: Carr Coatings LLC
Primary Clarifier #2 Re-Coating Project 17-013

Recommendation:

That Council, by resolution, authorize an agreement with Carr Coatings LLC, for the Primary Clarifier #2 Re-Coating, Project No. 17-013, in the amount of \$63,500, and a contingency amount of \$10,000, for a total contract amount of \$73,500.

Summary:

On March 8, 2017, the City of Casper received two (2) bids for the Primary Clarifier #2 Re-Coating Project. The bids received are as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BASE BID</u> |
|----------------------|--------------------------|-----------------|
| Carr Coatings | Lovell, WY | \$63,500 |
| Wyoming Power Wash | Mills, WY | \$66,767 |

The engineer's estimate prepared by the City Engineering Office was \$65,000, with the low bid received at \$63,500. Adding a construction contingency amount of \$10,000 will bring the total contract amount to \$73,500. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

The project includes surface preparation and re-coating of the metal surfaces of the Primary Clarifier #2 at the Sam H. Hobbs Regional Wastewater Treatment Plant.

Funding for this project will be from the Waste Water Treatment Plant Reserves.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Carr Coatings LLC, P.O. Box 458, Lovell, Wyoming 82431, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to re-coat the Primary Clarifier #2; and,

WHEREAS, Carr Coatings LLC, is able and willing to provide those services specified as the Primary Clarifier #2 Re-Coating Project No. 17-013.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Primary Clarifier #2 Re-Coating Project No. 17-013, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 31, 2017 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 14, 2017.
- 3.2 All work must be performed in forty-five (45) days from contractor notification to plant staff to drain clarifier to the date the clarifier comes back on line. If work is not completed within the forty-five (45) day timeline, liquidated damages will be assessed in accordance with Article 3.3 of this agreement.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Sixty-Three Thousand Five Hundred Dollars (\$63,500). See Exhibit "A" - Bid Form and Bid Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Walker Trout

CONTRACTOR:

Carr Coatings LLC

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
 Primary Clarifier #2 Re-Coating
 Project No. 17-013

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by July 31, 2017, and completed and ready for final payment not later than August 14, 2017 in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 63,500.00

TOTAL BASE BID, IN WORDS: Sixty Three Thousand, Five Hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Carr Coatings, LLC
PO Box 159
Belle Fourche, SD 57717
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on March 7, 2017.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Carr Coatings, LLC (seal)
(Corporation's or Limited Liability Company's Name)

WY
(State of Incorporation or Organization)

By: Chad Carr (seal)

(Title)

(Seal)

Attest: *Chad Carr*

Business Address: PO Box 458
Lovell, WY 82431

Phone Number: (307)548-2677

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE

**Primary Clarifier #2 Re-Coating
PROJECT NO. 17-013
March 2017**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum

Bid Schedule

| ITEM | DESCRIPTION | UNIT | QUANTITY | TOTAL COST |
|--|--|-------------|-----------------|---------------------|
| 1 | Surface preparation and painting of the Primary Clarifier #2 | LS | 1 | \$ 50,500.00 |
| 2 | Remove and replace existing weir and baffle. | LS | 1 | \$ 13,000.00 |
| TOTAL BASE BID (SUM OF ITEMS 1 & 2) | | | | \$ 63,500.00 |

• **BID IN WORDS:**

Sixty Three Thousand, Five Hundred Dollars

This bid submitted by: Carr Coatings, LLC
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 17-43

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CARR COATINGS LLC, FOR THE PRIMARY CLARIFIER #2 RE-COATING PROJECT.

WHEREAS, the City of Casper desires to re-paint the metal surfaces of the Primary Clarifier #2 at the Sam. H. Hobbs Regional Wastewater Treatment Facility; and,

WHEREAS, Carr Coatings LLC, is able and willing to provide those services specified as the Primary Clarifier #2 Re-Coating Project No. 17-013; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000) and other project administration related change orders that do not substantially alter the scope of the project.

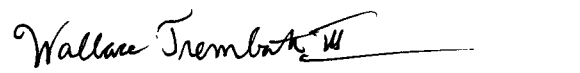
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Carr Coatings, LLC, for those services, in the amount of Sixty-Three Thousand Five Hundred Dollars (\$63,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Sixty-Three Thousand Five Hundred Dollars (\$63,500) and Ten Thousand Dollars (\$10,000) for a construction contingency fund, for a total price of Seventy-Three Thousand Five Hundred Dollars (\$73,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



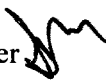
ATTEST:



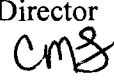
Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

March 3, 2017

MEMO TO: V. H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manager/Support Services Director 
Pete Meyers, Assistant Support Services Director 
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Authorize the issuance of a taxi company license for Eagle Cab, located at 2804 Coulter Drive, Casper, Wyoming.

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Michael Donohue, d.b.a. Eagle Cab, located at 2804 Coulter Drive, Casper, Wyoming.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from Michael Donohue, d.b.a. Eagle Cab.

Casper Municipal Code 5.60.120 requires the licensing of taxicab companies who operate a business in the City. Currently, there are four taxicab companies licensed through the City of Casper.

The licensing process requires a background check to be conducted by the Chief of Police or his/her designee and provides that the City Council may refuse to issue the license for violation of provisions of Chapter 5.60 of the Casper Municipal Code. The background check for this individual did not reflect any issues. The City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. The company's insurance policy has been reviewed and approved by Risk Management.

Code Enforcement staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. A home occupation is a business/commercial use conducted primarily within a dwelling unit. It cannot take up more than 25% of the dwelling space, cannot attract outside traffic and only family members can be employed to work at that location. There can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code, which lists several specific requirements in regards to the applicant's age, criminal history, and driving record.

January 16, 2017

MEMO TO: Tracey Belser, Support Services

FROM: Jim Wetzal, Chief of Police 

SUBJECT Recommendation for Issuing Taxi Cab Driver's License and Taxi Business License

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (5), I recommend the issuance of Taxi Company License to be **approved** for the following individuals:

Michael Donohue dba Eagle Cab

Summary:

The Casper Police Department received requests from applicants for Taxicab Driver's Licenses to conduct necessary background checks as required by Casper Municipal Code Chapter 5.6-Vehicles for Hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. Fingerprints have been sent to the State of Wyoming Division of Criminal Investigation and upon return if there are items that would restrict the driver's license from being issued, any of those already issued are subject to revocation.



COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF CASPER

200 North David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362
www.casperwy.gov

January 11, 2017

Mr. Michael Donohue
2804 Coulter Drive
Casper, WY 82601

Re: Taxi Cab Service – 2804 Coulter Drive, Casper, Wyoming

Dear Mr. Donohue:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. I have enclosed a copy of the Home Occupation ordinance for your review.

It is important to note that a "home occupation" is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission. If you need additional information, I can be reached at 235-8254.

Sincerely,


A handwritten signature in black ink that reads "Shelley LeClere". The signature is written in a cursive style.


Shelley LeClere
Code Enforcement Supervisor

pc: Amber Jividen, Code Enforcement Officer
Chrissy Patceg, Administrative Services Rep.

Enclosure

March 14, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of Five (5) Mid-Size Police Utility Vehicles

Recommendation:

That Council, by minute action, authorize the purchase of five (5) new Ford Explorers, from Fremont Motor Company, Lander, Wyoming, to be used in the Casper Police Department in the amount of \$167,795.00, before trade-in allowance.

Summary:

The City's practice has been to include language, when applicable, to piggyback on a vehicle bid for 120 days after the delivery of a final unit from an original bid. City Council authorized a bid with Fremont Motor Company, Lander, Wyoming for one (1) new mid-size police utility vehicle on June 7, 2016, with the final unit from the first order being delivered November 1, 2016. Purchasing these utility vehicles at the previously bid pricing allows the City to avoid any pricing increases. This purchase will replace five (5) vehicles in the Police Department that are scheduled for replacement due to age and mileage.

| <u>Bid Item</u> | <u>Vendor</u> | <u>Base Cost</u> | <u>Estimated Trade-in Value</u> | <u>Estimated Total Cost</u> |
|----------------------------------|----------------|---------------------|---------------------------------|-----------------------------|
| 2017 Ford Explorer Police | Fremont | \$167,795.00 | \$30,000.00 | \$137,795.00 |

As required by State Statute 15-1-113(b), a notice was published in a local newspaper once a week for two (2) consecutive weeks.

The recommended purchase of the Ford Explorer Interceptors, meets all of the required specifications for the new police patrol vehicles.

This purchase is approved in the FY17 adopted budget and is funded by the FY17 Casper Police Department, Light Equipment account.