

REGULAR COUNCIL MEETING
Tuesday, July 5, 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. Public Hearing Comments and Presentations will be Limited to Five Minutes or Less per Person. No Duplication of Speakers will be Allowed.
- 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)

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 20, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 25, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – SENIOR ADVOCACY COMMITTEE SUCCESSFULLY HELPS CASPER BECOME THE FIRST AGE-FRIENDLY COMMUNITY IN WYOMING

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish July 18, 2017, as the Public Hearing Date for Consideration of:
 - a. New **Restaurant Liquor License No. 35** DT Wings and Greens, LLC, d/b/a **Down Turn Wings and Greens**, Located at 4035 CY Avenue.

7. PUBLIC HEARING

A. Resolution

1. **2017 Generation Casper Comprehensive Plan Update.**
2. Real Estate Trade Agreement and Other Necessary Documents to Trade Real Properties between the City and **Fire Station Limited Partnership**, Located in **Block 1 of the Casper Subdivision.**
 - a. Related Resolution (no Public Hearing Required)
 1. Authorizing Lease Agreement Between the City of Casper and **Fire Station Limited Partnership**, for the Leasing of **Lot 8, Block 1, in the City of Casper, Wyoming.**

B. Minute Action

1. New **Restaurant Liquor License No. 34** for New Chopstix Asian Bistro Casper, Inc. d.b.a. **New Chopstix Asian Bistro Casper, Inc.**, Located at 1937 East 2nd Street.

8. RESOLUTIONS

A. Consent

1. Authorizing Agreement with the **Town of Kaycee** for Providing **Solid Waste Disposal Services.**
2. Authorizing Agreement with **Hall's Custom Paving and Excavation**, in the Amount of \$98,360, for the **CATC Parking Lot Repairs Project.**
3. Authorizing Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$230,000, for the **2017 Miscellaneous Sanitary Sewer Replacements Project.**
4. Authorizing Agreement with **Grizzly Excavating & Construction, LLC**, in the Amount of \$130,000, for the **English Avenue Street Improvements Project.**

8. RESOLUTIONS (continued)

A. Consent

5. Authorizing Agreement with **Solid Waste Professionals of Wyoming LLC**, in the Amount of \$208,404.50, for the **Casper Balefill Closure Project**.
6. Accepting a Tree Planting Grant from **Keep America Beautiful** in the Amount of \$5,000 for **Trees in Washington Park, Highland Cemetery, and the Casper Municipal Golf Course**.
7. Authorizing Agreement with **Inberg-Miller Engineers**, in the Amount of \$41,840, for Construction Administration, Materials Testing and Survey Control Monument Installation for the **Columbine Street Improvements Project**.
8. Authorizing Execution of M-21 Utility Service/Repair Permit with the **Wyoming Department of Transportation** for **Abandoning Six Water Service Lines at the Intersection of Highway 20/26 and Highway 257**.
9. Authorizing Professional Services Contract with Thomas F. Duchen & Associates, Inc., dba **River Oaks Communications, Corporation**, to **Update the Casper Municipal Code Regarding Telecommunications**.
10. Authorizing a Lease Agreement with **C & R Enterprise, Wyoming LLC**, for Operation of the **19th Hole Restaurant at the Municipal Golf Course**.
11. Authorizing Agreement with **Communication Technologies, Inc.**, in the Amount of \$32,375.25, for the **Purchase and Installation of Equipment in Five (5) 2017 Ford Interceptor SUVs**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Sole Source Purchase of Ten (10) **Avon Deltair Self-Contained Breathing Apparatus**, Four (4) **SCBA Masks**, and Nineteen (19) **One-hour SCBA Cylinders**, in the Amount of \$59,828.
2. Authorizing the Sole Source Purchase of One (1) **Smith Detection Gas ID System**, in the Amount of \$68,395.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Thursday, July 6, 2017 – Hogadon Ski Area – Special Meeting

6:00 p.m. Tuesday, July 18, 2017 – Council Chambers

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

Work sessions

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

4:30 p.m. Tuesday, July 25, 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	OYD	Old Yellowstone District

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
June 20, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 20, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Pacheco, seconded by Councilmember Laird, to, by minute action, approve the minutes of the June 6, 2017, regular Council meeting, as published in the Casper-Star Tribune on June 13, 2017. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, approve payment of the June 20, 2017, bills and claims, as audited by Interim City Manager Becher. Motion passed.

Bills & Claims
06/20/17

71Construction	Projects	\$2,780.19
AAALandscaping	Services	\$734.19
ABouissey	Refund	\$36.73
AMBI	Services	\$1,486.21
Ameritech	Services	\$33,974.07
Arcadis	Services	\$2,927.12
ARobinson	Refund	\$13.21
ARSnead	Refund	\$66.53
Balefill	Services	\$125,009.04
BankOfAmerica	Goods	\$241,310.61
BHEnergy	Services	\$18,392.58
BMattila	Reimb	\$213.71
Brenntag	Goods	\$27,240.99
BWilladson	Reimb	\$40.16
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$157,124.00
CasperPubUtilities	Services	\$128.15
CDWGvmt	Goods	\$97.40
Centurylink	Services	\$8,692.73
Ch2mHill	Services	\$25,525.06
CHDiagnostic	Services	\$440.00
CIGNA	Services	\$11,230.73
CivilEngineeringProfessionals	Projects	\$26,080.56
CKeith	Refund	\$705.00
CobanTech	Services	\$309.00
CommTech	Goods	\$20,863.77

Comtronix	Services	\$1,371.69
CRandel	Reimb	\$377.60
CrimeSceneInfo	Services	\$86.25
DaigleLaw	Speaker	\$5,253.22
DChase	Speaker	\$960.00
DECrane	Refund	\$65.00
Dell	Goods	\$2,014.57
DeltaConst	Services	\$134,812.60
DeltaDental	Services	\$36,096.62
DewaldMasonry	Svc	\$985.00
DFS	Services	\$100.00
DiamondVogel	Goods	\$21,210.00
DooleyOil	Fuel	\$17,281.71
DoubleDWelding	Services	\$5,220.00
DowlHKM	Services	\$18,960.57
DPCIndustries	Goods	\$11,504.00
DRowe	Reimb	\$107.00
DrvrAlliantIns	Ins	\$100.00
DSmith	Reimb	\$164.00
DvdsnFxdMgmt	Services	\$3,636.20
E Rud	Reimb	\$55.12
Empco	Services	\$1,815.00
FergusonEnterprises	Goods	\$19,878.00
FirstData	Services	\$6,072.42
FirstInterstateBank	Services	\$3,197.54
FischerAutoBody	Services	\$2,888.71
FWilson	Refund	\$57.51
Gametime	Goods	\$132,803.33
GMarshInc	Services	\$14,927.85
GolderAssociates	Services	\$14,979.88
GPCArchtccts	Services	\$3,510.28
GrizzlyExcavating	Projects	\$92,316.10
GrizzlyExcvtng	Services	\$1,102.16
GWMadsen	Supplies	\$10,000.00
HDoyle	Refund	\$239.63
HedquistConstruction	Projects	\$133,367.14
HighPlainsConstruction	Goods	\$4,552.74
Homax	Goods	\$44,367.91
HultConst	Services	\$76,440.00
InAFix	repairs	\$2,297.19
IndRepairSvc	Supp	\$711.00
Installation&Svc	Projects	\$2,925.00
JLevin	Reimb	\$804.60
JLipes	Refund	\$530.55
JMcGoonan	Reimb	\$92.76
JTLGroup	Services	\$19,998.00

JWinzenreid	Reimb	\$40.00
KgwcTv	Services	\$170.00
KTWO-TV	Services	\$720.00
LnclnNtlLife	Services	\$277.59
MBakerIntl	Services	\$5,667.50
McMurryReadyMix	Goods	\$641.75
MillsPolice	Services	\$65.33
ModernElectric	Services	\$3,569.30
NCSheriffsOffice	Funding	\$220,782.45
NebraskaDMV	Goods	\$3.00
NevesUniforms	Goods	\$7,517.15
OneCallofWy	Services	\$1,302.00
PeakGeosolutions	Services	\$9,878.69
Pepsi	Goods	\$1,385.35
Pntwrks	Services	\$451.70
PoliceDept	Services	\$1,679.88
PostalPros	Services	\$3,315.67
R Shellenberger	Reimb	\$555.00
RailroadManagement	Services	\$1,343.16
RapidFireProtection	Services	\$106,091.30
RecyklingIndRepairs	Services	\$73,118.39
RegionalWater	Services	\$305,751.52
RMestas	Refund	\$610.83
RNab	Reimb	\$546.50
RockyMtnPower	Services	\$45,279.10
RodBarstadsPnt	Services	\$1,296.48
RPetersen	Refund	\$44.63
S Cole	Reimb	\$101.39
SamParsonsUpholstery	Services	\$269.00
ScsAquaterra	Services	\$78,723.19
SDaley	Reimb	\$123.55
SDunnuck	Reimb	\$180.84
Smarsh	Services	\$1,800.00
SmokinArmadillo	Meals	\$120.00
SNelson	Reimb	\$37.86
SNolan	Refund	\$55.99
Spectrum	Funding	\$151,949.00
StarLineFeeds	Goods	\$1,030.45
SuperiorInd	Services	\$1,734.75
TStephens	Refund	\$31.98
UrgentCare	Services	\$45.00
Verizon	Services	\$97.00
VisionServicePlan	Services	\$1,539.60
WardwellWater&Sewer	Services	\$18.73
WesternPlainsLandscaping	Services	\$96,414.00
WesternWaterConsult	Services	\$9,981.25

WestPlainsEngineering	Services	\$1,075.00
WorthingtonLenhart&Carpenter	Services	\$1,305.00
WyDeptAgriculture	Goods	\$650.00
WYDOT	Services	\$558.60
WYHomelss	Funding	\$500.00
WyLawEnforcementAcademy	Services	\$1,543.00
WyNotaryDivision	Goods	\$30.00
YouthCrisisCenter	Funding	\$4,542.75
ZLowndes	Reimb	\$75.00
		\$2,702,370.39

Mayor Humphrey welcomed Amy Crawford to the meeting. She then read the Lemonade Day proclamation and presented it to her. Lemonade Day educates and encourages kids on how to start a business. Ms. Crawford asked community members to support the event by visiting stands and purchasing lemonade on Saturday the 24th.

Moved by Councilmember Walsh, seconded by Councilmember Pacheco, to, by minute action: establish July 5, 2017, as the public hearing date for the consideration of: Generation Casper Comprehensive Land Use Plan; real estate trade agreement between the City and Fire Station Limited Partnership, to trade real properties located in Block 1 of the Casper Subdivision; and new Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc. d.b.a. New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2nd Street. Motion passed.

Mayor Humphrey opened the public hearing for the fiscal year 2016-2017 budget adjustments.

City Attorney Luben entered two (2) exhibits: correspondence from Tracey L. Belser to Liz Becher, dated June 6, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 15, 2017. Acting City Manager Belser provided a brief report.

Speaking in favor was Mary Anne Divittorio, 222 West “B”. Speaking in opposition was Keith Rolland, 542 S. Durbin. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 17-109
A RESOLUTION AMENDING THE FISCAL YEAR 2017
BUDGET OF THE CITY OF CASPER, AUTHORIZING THE
ADJUSTMENT OF FUNDS THEREUNDER.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmembers made statements on the issue. Councilmember Walsh voted aye, but abstained from voting on any item that would pertain to Metro Animal Services. Motion passed.

Mayor Humphrey opened the public hearing for the fiscal year 2017-2018 budget.

City Attorney Luben entered two (2) exhibits: correspondence from Tracey L. Belser to Liz Becher, dated June 2, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 15, 2017. Acting City Manager Belser provided a brief report.

Speaking in opposition was Keith Rolland, 542 S. Durbin. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 17-110

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2017 TO JUNE 30, 2018 AND AUTHORIZING THE LEVYING OF EIGHT (8) MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Councilmember Walsh voted aye, but abstained from voting on any item that would pertain to Metro Animal Services. Councilmember Laird voted nay. Motion passed.

Following ordinance read:

ORDINANCE NO. 9-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE TO CHANGE THE REQUIREMENTS FOR RESTAURANT DISPENSING ROOMS, REMOVE REFERENCES TO DISPENSING ROOMS FOR VARIOUS TYPES OF LICENSED LIQUOR ESTABLISHMENTS, AND TO APPLY REGULATIONS TO LICENSED BUILDINGS FOR ESTABLISHMENTS WITH RESTAURANT LIQUOR LICENSES, RETAIL LIQUOR LICENSES, RESORT LIQUOR LICENSES, LIMITED RETAIL LIQUOR LICENSES, BAR & GRILL LIQUOR LICENSES, PERMITTED MICROBREWERIES, AND PERMITTED SATELLITE WINERIES.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT THE CASPER MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 1:

Section 5.08.025(C) (1) is hereby repealed in its entirety.

1. REPEALED.

SECTION 2:

Section 5.08.040(A) shall be amended to read as follows:

The location and description of the LICENSED BUILDING in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in

existence, the location and an architect's drawing or suitable plan of the LICENSED BUILDING and premises to be licensed;

SECTION 3:

Section 5.08.070(A) shall be amended to read as follows:

A. When an application for a license, special malt beverage permit, renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for TWO consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A

Notice is hereby given that on the ___ day of __ , 19__ , (name of applicant) filed an application for a ___ license (permit), in the office of the Clerk of the City of Casper for the following BUILDING (insert ADDRESS) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of __.m. on the ___ day of __ ,19__ , in the (meeting place of the governing body). Dated _____ Signed _____ City Clerk

SECTION 4:

Section 5.08.080(E) shall be amended to read as follows:

E. The permit shall be subject to such rules and regulations as are established by the city council for the following:

1. The hours and days of operation of the LICENSED BUILDING.

SECTION 5:

Section 5.08.100(A) (3) shall be amended to read as follows:

3. Any party who does not own the LICENSED building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 4 of this subsection;

SECTION 6:

Section 5.08.160 shall be amended to read as follows:

Each licensee shall display his license in a conspicuous place in the licensed BUILDING.

SECTION 7:

Section 5.08.210 (B) shall be amended to read as follows:

B. REPEALED.

SECTION 8:

Section 5.08.280(B) shall be amended to read as follows:

Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one ROOM, AND ONE (1) ADDITIONAL ROOM IF AUTHORIZED BY THE CITY COUNCIL upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room OR ROOMS, nor shall any person other than employees WHO ARE AT

LEAST EIGHTEEN YEARS of age be permitted to enter A dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person WHO IS AT LEAST EIGHTEEN years of age is permitted to enter the separate dispensing room.

SECTION 9:

Section 5.08.290 shall be amended to read as follows:

A. The principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in ONE BUILDING upon the premises for which the retail liquor license is issued and as approved by the licensing authority.

B. Alcoholic beverages secured in the licensed BUILDING by a server may be served only in the LICENSED building, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building.

C. REPEALED.

D. REPEALED.

E. Repealed.

F. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption.

G. A separated facility for making sales for off-premises consumption shall be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.

H. THE Licensee, AN employee, or A licensed operator is to be PRESENT in THE licensed BUILDING USED FOR THE SELLING OR DISPENSING OF MALT BEVERAGES OR ALCOHOLIC LIQUORS at all times during hours of operation.

I. All licensees, OTHER THAN RESORT LICENSEES AND LIMITED RETAIL LICENSEES, are required to post signage on all exits from THE licensed BUILDING stating:

"No alcohol beyond this point per open container ordinance 5.08.420."

ALL LICENSEES OF LIMITED RETAIL OR RESORT LIQUOR LICENSES SHALL POST SIGNAGE ON ALL DRIVEWAY AND PATHWAY EXITS FROM THE LEGAL BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE STATING:

"NO ALCOHOL BEYOND THIS POINT PER OPEN CONTAINER ORDINANCE 5.08.420."

SECTION 10:

That a new paragraph J of Section 5.08.290 of the Casper Municipal Code shall be created to read as follows:

J. NO PERSON UNDER THE AGE OF TWENTY-ONE (21) SHALL ENTER OR REMAIN IN AN ESTABLISHMENT THAT IS PRIMARILY FOR OFF-PREMISE SALES OF ALCOHOLIC LIQUOR OR MALT BEVERAGES UNLESS ACCOMPANIED BY A PARENT, SPOUSE OR LEGAL GUARDIAN WHO IS TWENTY-ONE (21) YEARS OF AGE OR OLDER.

SECTION 11:

Section 5.08.3 10 is hereby repealed in its entirety.

SECTION 12:

Section 5.08.320 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

A. All licensees except club licensees holding liquor licenses shall be controlled by the following schedule for operating hours:

1. On all days except Sunday, a licensee may COMMENCE THE SELLING, SERVING OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day.

ANY PORTION OF ANY BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by two -thirty a.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS; and

2. On Sundays, licensees may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES AT ten a.m. and ten p.m. AND SHALL CEASE THE SALE OF ALCOHOLIC LIQUORS OR MALT BEVERAGES PROMPTLY BY THE HOUR OF TEN P.M. ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by ten-thirty p.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS. However, on Sundays that occur on December 31st licensees may CONTINUE TO SELL, SERVE, OR DISPENSE both alcoholic liquor and malt beverages UNTIL the hour of two a.m. on January 1st. AT TWO-THIRTY A.M. ON JANUARY 1ST, ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS.

B. Clubs holding a limited retail liquor license may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the LICENSED BUILDING of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.

C. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their LICENSED BUILDING, OR LICENSED RESORT OR CLUB PREMESIS for a period of twenty-four hours beginning at six a.m. on days other than Sunday, and beginning at ten a.m. on Sundays.

SECTION 13:

Section 5.08.340 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

A. No licensee or agent or employee thereof shall knowingly permit prostitution, under Section 6-4-101 of the Wyoming Statutes, public indecency under Section 6-4-201 of the Wyoming Statutes, or shall promote obscenity under Section 6-4-302 of the Wyoming Statutes within any LICENSED building or LICENSED premises under this chapter.

B. Any licensee, permittee or agent or employee thereof violating subsection A of this section, or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided by law, subject to the suspension or revocation of his license or permit, and the violation, aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of the license or permit.

SECTION 14:

Section 5.08.350 is hereby repealed in its entirety.

SECTION 15:

Section 5.08.370(B) is hereby amended by removing the strike out words as follows:

5.08.370 - Minors—Possession of alcohol or public intoxication.

B. It is declared to be illegal and a violation of this chapter for any person under the age of twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be drunk or under the influence of alcoholic liquor or malt beverages on any street or highway or in any public place. Provided, however, this subsection does not apply to possession of alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1. When making delivery of alcoholic or malt beverages pursuant to his lawful employment;
2. Who is in the physical presence of his or her parents or legal guardian;
3. Is a licensee under this title; or
4. When serving alcoholic or malt beverages pursuant to his or her employment if the person is at least eighteen years of age.

SECTION 16:

This ordinance shall become in full force and effect upon passage on third reading and publication but not sooner than July 1, 2017.

PASSED on 1st reading the 16th day of May, 2017

PASSED on 2nd reading the 6th day of June, 2017

PASSED, APPROVED, AND ADOPTED on this 20th day of June, 2017.

Councilmember Johnson presented the foregoing ordinance, as amended for approval, on third reading. Seconded by Councilmember Pacheco. Acting City Manager Belser provided a brief report. Councilmember Walsh voted nay. Motion passed.

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

ORDINANCE NO. 10-17

AN ORDINANCE AMENDING SECTION 2.04.060 OF THE
CASPER MUNICIPAL CODE PERTAINING TO REGULAR
MEETINGS OF THE CASPER CITY COUNCIL.

Now, therefore, be it ordained by the governing body of the City of Casper, Wyoming;

Section 1:

That section 2.04.060 - Regular Meetings, of the Casper Municipal Code shall be amended to read as follows:

The regular meetings of the city council shall be held on the first and third Tuesday of each month. IN THE EVENT ANY SUCH REGULAR MEETING FALLS ON A HOLIDAY RECOGNIZED BY THE CITY, THE CITY COUNCIL MAY, BY RESOLUTION, CANCEL AND RESCHEDULE SUCH MEETING TO A DIFFERENT DATE AND TIME, WHICH RESOLUTION SHALL BE SPREAD ON THE MINUTES OF THE COUNCIL PROCEEDINGS, AND PUBLISHED ONCE IN A NEWSPAPER OF GENERAL CIRCULATION AS DEFINED IN SECTION 15-1-116 OF THE WYOMING STATUTES.

Section 2:

FOR PURPOSES OF THE REGULAR CASPER CITY COUNCIL MEETING SCHEDULED FOR JULY 4, 2017, THIS MEETING IS HEREBY RESCHEDULED TO WEDNESDAY, JULY 5, 2017, AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED IN CITY HALL AT 200 N. DAVID STREET, CASPER, WYOMING 82601.

Section 3:

This ordinance shall become in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the 16th day of May, 2017

PASSED on 2nd reading the 6th day of June, 2017

PASSED, APPROVED, AND ADOPTED on this 20th day of June, 2017.

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

Following resolution read:

RESOLUTION NO. 17-111

A RESOLUTION EMPLOYING JAMES CARTER NAPIER AS
CASPER CITY MANAGER, AND AUTHORIZING THE
EXECUTION OF AN EMPLOYMENT AGREEMENT.

Councilmember Huckabay presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. Councilmembers expressed their support for and excitement to work with Mr. Napier. Motion passed.

Following resolution read:

RESOLUTION NO. 17-127

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE USER ENTITIES OF NATRONA COUNTY, TOWN OF MILLS, TOWN OF EVANSVILLE, AND TOWN OF BAR NUNN FOR THE PROVISION OF ANIMAL CONTROL SERVICES.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Acting City Manager Belser provided a brief report.

Council discussed the item briefly and voted. Councilmember Walsh abstained. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-112

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2018.

RESOLUTION NO. 17-113

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY -OWNED VEHICLES TO CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEAR 2018.

RESOLUTION NO. 17-114

A RESOLUTION AUTHORIZING A LEASE TO CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4TH STREET.

RESOLUTION NO. 17-115

A RESOLUTION APPROVING THE VACATION AND REPLAT OF THE WEST 1/2 OF BLOCK 75, EXCEPT LOT 4, CASPER ADDITION, AS ANB BANK ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 17-116

A RESOLUTION AUTHORIZING CONSENT TO THE SUBLEASE OF LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND NCWPCS MPL 33 — YEAR SITES TOWER HOLDINGS LLC (AN AT&T ENTITY).

RESOLUTION NO. 17-117

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL TREES LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-118

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-119

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "OPPORTUNITY SUBDIVISION".

RESOLUTION NO. 17-120

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH MICHAEL L. WERGIN AND JO ANN HUMPHREY FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 17-121

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH LARRY SKILES AND LAURA SKILES FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 17-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

RESOLUTION NO. 17-123

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

RESOLUTION NO. 17-124

A RESOLUTION AUTHORIZING THE TERMINATION OF JERE & AL, LLC, DBA CADDIE SHACK RESTAURANT'S LEASE FOR THE SECOND FLOOR OF THE CASPER MUNICIPAL GOLF COURSE.

RESOLUTION NO. 17-125

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE EAST 26TH STREET IMPROVEMENTS, PROJECT NO. 15-65.

RESOLUTION NO. 17-126

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE COLUMBINE STREET IMPROVEMENTS PROJECT, NO. 17-003.

RESOLUTION NO. 17-128

A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO THE NATRONA COUNTY TRAVEL AND TOURISM JOINT POWERS AGREEMENT.

Councilmember Walsh presented the foregoing sixteen (16) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by consent minute action, authorize BrewStory, LLC, d.b.a. Frontier Brewing Company, located at 117 East 2nd Street to sell malt beverages. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, regarding the budget and Mr. Napier; Tom Morton, 353 S. McKinley, read from a 1926 audit document; and Keith Rolland, 542 S. Durbin, requesting safety improvements to the intersection at 2nd and Kimball during construction. Craig Collins, Casper City Planner addressed Council about the intersection.

Also addressing Council were: Shannon Eli, 2382 Sagewood, thanking the Mayor for attending the bicycle safety day; and Dennis Steensland, 533 S. Washington, inquiring about Frontier Brewing. Pete Meyers, Assistant Support Services Director provided further explanation of malt beverages.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 27, 2017, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 5, 2017, in the Council Chambers.

Moved by Councilmember Walsh, seconded by Councilmember Pacheco, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:40 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

71 CONSTRUCTION, INC.

98535HP TACK OIL	\$8,960.90	
13228HP 1/2" HOT MIX ASPHALT	\$336.96	
12865HP 1/2" HOT MIX ASPHALT	\$267.84	
12921HP 1/2" HOT MIX ASPHALT	\$591.30	
	\$10,157.00	Subtotal for Dept. Streets
	\$10,157.00	Subtotal for Vendor

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

17-05-432 POSTAGE	\$1.96	
	\$1.96	Subtotal for Dept. City Manager
17-05-438 POSTAGE	\$1.96	
	\$1.96	Subtotal for Dept. Council
17-05-431 POSTAGE	\$44.06	
	\$44.06	Subtotal for Dept. Engineering
17-05-435 POSTAGE	\$3.40	
	\$3.40	Subtotal for Dept. Fort Caspar
17-05-441 POSTAGE	\$49.75	
	\$49.75	Subtotal for Dept. Human Resources
17-05-439 POSTAGE	\$117.69	
	\$117.69	Subtotal for Dept. Municipal Court
17-05-440 POSTAGE	\$48.20	
	\$48.20	Subtotal for Dept. Water
	\$267.02	Subtotal for Vendor

A-1 PORTABLES & SERVICES

1764 PORTABLES	\$110.00	
	\$110.00	Subtotal for Dept. Balefill
	\$110.00	Subtotal for Vendor

AAA LANDSCAPING

13296 WEED MOWING	\$3,634.23	
13216 WEED MOWING	\$2,655.12	
	\$6,289.35	Subtotal for Dept. Code Enforcement
	\$6,289.35	Subtotal for Vendor

AGTERRA TECHNOLOGIES INC

17-2751 SOFTWARE	\$2,055.00	
17-2751 SOFTWARE	\$18,500.00	
	\$20,555.00	Subtotal for Dept. Weed And Pest
	\$20,555.00	Subtotal for Vendor

ALBERTA GIRALDO

RIN0027807 COURT INTERPRETER	\$40.00	
	\$40.00	Subtotal for Dept. Municipal Court
	\$40.00	Subtotal for Vendor

AMERIGAS - CASPER

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

AMERIGAS - CASPER

3065864416 FIRE STATION #6 TANK

\$11,828.21
\$11,828.21 Subtotal for Dept. Fire
\$11,828.21 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

CASPER-2 MESSAGE BOARD

\$12,924.36
\$12,924.36 Subtotal for Dept. Streets
\$12,924.36 Subtotal for Vendor

ANGELA ESSLINGER

RIN0027815 ADVENTURE CAMP REFUND

\$527.18
\$527.18 Subtotal for Dept. Recreation
\$527.18 Subtotal for Vendor

ANNE HOLMAN

RIN0027794 MILEAGE REIMBURSEMENT

\$24.87
\$24.87 Subtotal for Dept. Fort Caspar
\$24.87 Subtotal for Vendor

AQUA SMART, INC.

21477 CORROSION INHIBITOR

\$98,727.00
\$98,727.00 Subtotal for Dept. Water Treatment Plant
\$98,727.00 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

9188 HVAC MAINTENANCE

\$408.00
\$408.00 Subtotal for Dept. Balefill
\$408.00 Subtotal for Vendor

ATS SPECIALIZED INC

20157 FREIGHT CHARGES

\$5,189.80
\$5,189.80 Subtotal for Dept. Balefill
\$5,189.80 Subtotal for Vendor

BAR-D SIGNS, INC.

32194 SIGNS

\$427.61
\$427.61 Subtotal for Dept. Refuse Collection
\$427.61 Subtotal for Vendor

BEHRENS, ROBERT

0028932764 UTILITY REFUND

\$43.39
\$43.39 Subtotal for Dept. Water
\$43.39 Subtotal for Vendor

BLACK HILLS ENERGY

AP000232060817 NATURAL GAS

\$701.85
\$701.85 Subtotal for Dept. Aquatics

6940 7499 84 NATURAL GAS

\$410.73

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

BLACK HILLS ENERGY

RIN0027778 NATURAL GAS

\$410.73 Subtotal for Dept. Fire
\$3,172.68
\$3,172.68 Subtotal for Dept. Water Treatment Plant
\$4,285.26 Subtotal for Vendor

BROOKE MILLER

RIN0027816 ADVENTURE CAMP REFUND

\$1,355.88
\$1,355.88 Subtotal for Dept. Recreation
\$1,355.88 Subtotal for Vendor

CALLIE JOHNSTON

RIN0027817 PERMIT REFUND

\$240.00
\$240.00 Subtotal for Dept. Aquatics
\$240.00 Subtotal for Vendor

CARR COATINGS, LLC.

1717J RETAINAGE

(\$4,277.35)

1717J GOLF COURSE WATER STORAGE TANK

\$130,547.00
\$126,269.65 Subtotal for Dept. Water
\$126,269.65 Subtotal for Vendor

CARYN DECKER

RIN0027809 REFUND

\$113.20
\$113.20 Subtotal for Dept. Refuse Collection
\$113.20 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2017-503 CITY CATC EXPENSES

\$54,966.00

2017-501 FTA CATC EXPENSES

\$58,827.00

2017-502 FTA BUS EXPENSES

\$31,460.00

2017-504 CITY BUS EXPENSES

\$29,152.00

\$174,405.00 Subtotal for Dept. C.A.T.C.

RIN0027838 TRIP TOKENS

\$540.00

RIN0027837 TRIP TICKETS

\$120.00

RIN0027836 TRIP TOKENS

\$1,725.00

\$2,385.00 Subtotal for Dept. CDBG

\$176,790.00 Subtotal for Vendor

CDW GOVERNMENT, INC.

HXG1129 TOUGHBOOK COMPUTERS

\$2,444.06

HXQ1159 TOUGHBOOK WARRANTY

\$411.60

\$2,855.66 Subtotal for Dept. Water

\$2,855.66 Subtotal for Vendor

CENTURYLINK

RIN0027820 PHONE USE

\$38.22

\$38.22 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

CENTURYLINK

RIN0027799 PHONE USE	\$76.16	
RIN0027799 PHONE USE	\$44.60	
	\$120.76	Subtotal for Dept. Casper Events Center
RIN0027818 PHONE USE	\$7.55	
	\$7.55	Subtotal for Dept. Cemetery
RIN0027799 PHONE USE	\$88.04	
	\$88.04	Subtotal for Dept. Communications Center
RIN0027799 PHONE USE	\$38.46	
	\$38.46	Subtotal for Dept. Engineering
AP000143061517 PHONE USE	\$33.97	
	\$33.97	Subtotal for Dept. Finance
RIN0027821 PHONE USE	\$20.56	
	\$20.56	Subtotal for Dept. Fire
RIN0027799 PHONE USE	\$44.30	
	\$44.30	Subtotal for Dept. Municipal Court
RIN0027799 PHONE USE	\$38.46	
	\$38.46	Subtotal for Dept. Police
RIN0027811 PHONE USE	\$42.96	
RIN0027818 PHONE USE	\$56.73	
	\$99.69	Subtotal for Dept. Sewer
RIN0027821 PHONE USE	\$38.22	
	\$38.22	Subtotal for Dept. Waste Water
	\$568.23	Subtotal for Vendor

CHARLES SIMONS

3385572 SWAT UNIFORM REIMBURSEMENT	\$252.53	
	\$252.53	Subtotal for Dept. Police
	\$252.53	Subtotal for Vendor

CHRIS COOK

RIN0027828 TRAVEL REIMBURSEMENT	\$19.91	
	\$19.91	Subtotal for Dept. Police
	\$19.91	Subtotal for Vendor

CITY OF CASPER

152659 FALSE ALARMS	\$125.00	
	\$125.00	Subtotal for Dept. Metro Animal
5128/152815 GIS SERVICE	\$9,350.64	
5128/152815 GIS SERVICE	\$982.70	
	\$10,333.34	Subtotal for Dept. Metropolitan Planning
152591 CHILDREN'S CHORALE CRC	\$75.75	
152598 CASPER MARATHON TRAFFIC	\$81.08	
152379 SOCCER CLUB WY CUP	\$750.00	
152592 CHILDREN'S CHORALE AQUATIC	\$187.50	
	\$1,094.33	Subtotal for Dept. Social Community Services
	\$11,552.67	Subtotal for Vendor

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

CITY OF CASPER - BALEFILL

1339/152976 SANITATION	\$477.34	
	\$477.34	Subtotal for Dept. Casper Events Center
525/152851 SANITATION	\$28.67	
	\$28.67	Subtotal for Dept. Hogadon
247/152727 SANITATION	\$89.00	
247/152821-824 SANITATION	\$375.00	
	\$464.00	Subtotal for Dept. Parks
2772/153038 SANITATION	\$5,983.10	
2772/152942 SANITATION	\$6,787.70	
2772/152692-700 SANITATION	\$6,872.81	
2772/152982 SANITATION	\$6,985.61	
2772/153018 SANITATION	\$6,290.48	
2772/152788 SANITATION	\$6,323.85	
2772/152724 SANITATION	\$7,392.59	
2772/152853 SANITATION	\$6,259.46	
2772/152755 SANITATION	\$6,987.49	
2772/152895 SANITATION	\$5,794.55	
	\$65,677.64	Subtotal for Dept. Refuse Collection
1276/152850 SANITATION	\$427.18	
1276/152750 SANITATION	\$144.29	
1276/152786 SANITATION	\$1,209.26	
1276/152979 SANITATION	\$135.83	
1276/152893 SANITATION	\$124.08	
1276/152690 SANITATION	\$99.64	
	\$2,140.28	Subtotal for Dept. Waste Water
	\$68,787.93	Subtotal for Vendor

CMI TECO, INC.

00000195 USED LUFKIN VAN TRAILER	\$12,122.00	
00000197 USED LUFKIN VAN TRAILER	\$12,122.00	
00000196 USED LUFKIN VAN TRAILER	\$2,129.61	
00000196 USED LUFKIN VAN TRAILER	\$9,992.39	
	\$36,366.00	Subtotal for Dept. Refuse Collection
	\$36,366.00	Subtotal for Vendor

COBAN TECH. INC.

13984 MONITOR - MOTHER BOARD	\$1,020.00	
	\$1,020.00	Subtotal for Dept. Police Equipment
	\$1,020.00	Subtotal for Vendor

COLLECTION CENTER INC.

972000000372 COLLECTION FEES	\$45.96	
	\$45.96	Subtotal for Dept. Refuse Collection
972000000372 COLLECTION FEES	\$34.93	
	\$34.93	Subtotal for Dept. Sewer
972000000372 COLLECTION FEES	\$102.94	
	\$102.94	Subtotal for Dept. Water

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

COLLECTION CENTER INC.

\$183.83 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

77524 REPLACE BATTERIES

\$749.00

\$749.00 Subtotal for Dept. Communications Center

77521 CONSOLETTA REPAIRS

\$103.00

\$103.00 Subtotal for Dept. Fire

77520 INSTALL NEW CRADLEPOINT

\$206.00

\$206.00 Subtotal for Dept. Police Equipment

\$1,058.00 Subtotal for Vendor

COMTRONIX, INC.

47462 DATE CABLING

\$221.13

\$221.13 Subtotal for Dept. Balefill

47499 COMNET INSTALLATION

\$439.00

\$439.00 Subtotal for Dept. City Manager

47440 PHONES

\$147.06

\$147.06 Subtotal for Dept. Fire

\$807.19 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-064 CRIME STOPPERS LINE

\$86.25

\$86.25 Subtotal for Dept. Police

\$86.25 Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0027834 RETAINAGE

(\$5,025.50)

(\$5,025.50) Subtotal for Dept. Capital Projects - Casper Recreation Center

RIN0027834 2017 ROOF REPLACEMENTS

\$50,255.03

\$50,255.03 Subtotal for Dept. Casper Recreation Center

\$45,229.53 Subtotal for Vendor

DAVIS, MASON

0028932763 UTILITY REFUND

\$7.28

\$7.28 Subtotal for Dept. Water

\$7.28 Subtotal for Vendor

DELL MARKETING LP

10172541646 AZURE EQUIPMENT

\$927.81

\$927.81 Subtotal for Dept. City Manager

\$927.81 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000140-17 CHEMICALS

\$5,920.39

727000144-17 CHEMICALS

\$5,962.32

C727000010-17 CREDIT MEMO

(\$5,920.39)

\$5,962.32 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

DPC INDUSTRIES, INC.

\$5,962.32 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

4953 TRUCK BARN SURGE TANK
4954 LIFT STATION UPGRADES

\$1,157.45
\$1,699.50
\$2,856.95 Subtotal for Dept. Refuse Collection
\$2,856.95 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1252976 CREDIT CARD FEES
REMI1252981 CREDIT CARD FEES
REMI1252979 CREDIT CARD FEES
REMI1252980 CREDIT CARD FEES
REMI1252968 CREDIT CARD FEES
REMI1252971 CREDIT CARD FEES
REMI1252974 CREDIT CARD FEES
REMI1246052 CREDIT CARD FEES
REMI1252978 CREDIT CARD FEES

\$3,841.64
\$3,841.64 Subtotal for Dept. Balefill
\$50.65
\$50.65 Subtotal for Dept. Cemetery
\$156.77
\$156.77 Subtotal for Dept. Code Enforcement
\$66.43
\$66.43 Subtotal for Dept. Engineering
\$1,822.43
\$1,822.43 Subtotal for Dept. Finance
\$105.08
\$105.08 Subtotal for Dept. Fort Caspar
\$50.27
\$50.27 Subtotal for Dept. Metro Animal
\$173.69
\$173.69 Subtotal for Dept. Municipal Court
\$61.23
\$61.23 Subtotal for Dept. Police
\$6,328.19 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027831 SERVICE AWARDS

\$362.00
\$362.00 Subtotal for Dept. Human Resources
\$362.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0027827 WITNESS FEES

\$25.00
\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

FULL CONTACT CONCRETE, LLC

001081 13TH & WOLCOTT CONCRETE REPLAC
001081 13TH & WOLCOTT CONCRETE REPLAC

\$11,075.00
\$8,827.63
\$19,902.63 Subtotal for Dept. Streets
\$19,902.63 Subtotal for Vendor

GARLICK LAW OFFICE PC

RIN00277772 COURT APPOINTED ATTORNEY

\$813.25

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

GARLICK LAW OFFICE PC

RIN0027805 COURT APPOINTED ATTORNEY

\$787.61

\$1,600.86 Subtotal for Dept. Municipal Court

\$1,600.86 Subtotal for Vendor

GLOBAL SPECTRUM L.P.

201617CITY-01 COLLEGE NATL FINALS RODEO

\$26,500.00

\$26,500.00 Subtotal for Dept. Council

\$26,500.00 Subtotal for Vendor

GOLDER ASSOCIATES

483735 LANDFILL REMEDIATION PROGRAM

\$2,482.50

\$2,482.50 Subtotal for Dept. Balefill

\$2,482.50 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0027819 5TH STREET IMPROVEMENTS

\$10,874.10

\$10,874.10 Subtotal for Dept. Streets

\$10,874.10 Subtotal for Vendor

HACH CO., CORP.

10456667 SENSOR CAP REPLACE

\$731.37

\$731.37 Subtotal for Dept. Waste Water

\$731.37 Subtotal for Vendor

HDR ENGINEERING, INC.

1200058554 REGIONAL WATER PLAN

\$1,936.80

\$1,936.80 Subtotal for Dept. Water

\$1,936.80 Subtotal for Vendor

HOMAX OIL SALES, INC.

0369340-IN GREASE/OIL

\$1,257.86

\$1,257.86 Subtotal for Dept. Balefill

0371082-IN OIL

\$79.92

0370903-IN FUEL

\$13,531.75

\$13,611.67 Subtotal for Dept. Fleet Maintenance

0369809-IN FUEL

\$2,726.10

\$2,726.10 Subtotal for Dept. Golf Course

\$17,595.63 Subtotal for Vendor

HOMOLKA PAINTING

RIN0027833 REPAIRS METRO ANIMAL CONTROL

\$550.00

\$550.00 Subtotal for Dept. Property & Liability Insurance

\$550.00 Subtotal for Vendor

INDUSTRIAL REPAIR SERVICE, INC.

202215 REPAIR PUMP BOARD

\$128.58

202228 REPAIR PUMP BOARD

\$128.58

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

INDUSTRIAL REPAIR SERVICE, INC.

202205 REPAIR PUMP BOARD

\$127.94
\$385.10 Subtotal for Dept. Water Treatment Plant
\$385.10 Subtotal for Vendor

ISC, INC/VENTURE TECHNOLOGIES

SST000551 CISCO IDENTITY SERVICE ENGINE

\$9,182.87
\$9,182.87 Subtotal for Dept. City Manager

SIN019863 PHONES

\$156.82

SIN019863 PHONES

\$156.82

SIN019863 PHONES

\$316.73

\$630.37 Subtotal for Dept. Waste Water

\$9,813.24 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

21796 ADD GRIT WASHER ALARMS

\$2,368.80
\$2,368.80 Subtotal for Dept. Waste Water

21932 AMP READING

\$472.50

\$472.50 Subtotal for Dept. Water Treatment Plant

\$2,841.30 Subtotal for Vendor

JESSE MORGAN

RIN0027810 TRAVEL REIMBURSEMENT

\$746.50
\$746.50 Subtotal for Dept. Council

\$746.50 Subtotal for Vendor

JR CONSTRUCTION

RIN0027814 PATHWAYS IMPROVEMENT

\$2,688.00
\$2,688.00 Subtotal for Dept. Parks

\$2,688.00 Subtotal for Vendor

KNIFE RIVER/JTL

149247 CONCRETE

\$157.96

149472 CONCRETE

\$457.40

148924 CONCRETE

\$151.80

149376 CONCRETE

\$323.70

149608 CONCRETE

\$154.99

149260 CONCRETE

\$569.25

149361 CONCRETE

\$154.99

149612 CONCRETE

\$345.55

148936 CONCRETE

\$401.48

148892 1/2" HOT MIX ASPHALT

\$7,592.40

\$10,309.52 Subtotal for Dept. Streets

\$10,309.52 Subtotal for Vendor

LEANORA RIMMER

RIN0027825 ADVENTURE CAMP REFUND

\$154.00
\$154.00 Subtotal for Dept. Recreation

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

LEANORA RIMMER

\$154.00 Subtotal for Vendor

LOGAN SIMPSON DESIGN INC

20183 GENERATION CASPER COMP PLAN
20375 COMP PLAN UPDATE
20126 COMP PLAN UPDATE

\$2,879.20
\$9,278.75
\$7,750.90

\$19,908.85 Subtotal for Dept. Planning

\$19,908.85 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

JC129315 GALLAGHER DOOR SCALE

\$2,921.00

\$2,921.00 Subtotal for Dept. Balefill

\$2,921.00 Subtotal for Vendor

MCCI, LLC

00011620 CONNECTION

\$703.20

\$703.20 Subtotal for Dept. City Manager

\$703.20 Subtotal for Vendor

MCMURRY READY MIX CO.

225106 ULTRA FIBER
225105 ULTRA FIBER
225063 ULTRA FIBER

\$130.50
\$717.75
\$533.25

\$1,381.50 Subtotal for Dept. Streets

\$1,381.50 Subtotal for Vendor

MUNICIPAL CODE CORP.

00286981 MUNICIPAL CODE UPDATE
00290033 MUNICIPAL CODE UPDATE

\$141.35
\$112.50

\$253.85 Subtotal for Dept. City Attorney

00286981 MUNICIPAL CODE UPDATE
00290033 ADMINISTRATIVE SUPPORT FEE

\$56.54
\$45.00

\$101.54 Subtotal for Dept. City Manager

00286981 MUNICIPAL CODE UPDATE
00290033 ADMINISTRATIVE SUPPORT FEE

\$113.04
\$90.00

\$203.04 Subtotal for Dept. Code Enforcement

00290033 ADMINISTRATIVE SUPPORT FEE
00286981 MUNICIPAL CODE UPDATE

\$22.50
\$28.26

\$50.76 Subtotal for Dept. Engineering

00286981 MUNICIPAL CODE UPDATE
00290033 ADMINISTRATIVE SUPPORT FEE

\$84.78
\$67.50

\$152.28 Subtotal for Dept. Planning

00290033 MUNICIPAL CODE UPDATE
00286981 MUNICIPAL CODE UPDATE

\$67.50
\$84.78

\$152.28 Subtotal for Dept. Police

00286981 MUNICIPAL CODE UPDATE
00290033 MUNICIPAL CODE UPDATE

\$28.26
\$22.50

Bills and Claims

City of Casper

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MUNICIPAL CODE CORP.

00286981 MUNICIPAL CODE UPDATE
00290033 ADMINISTRATIVE SUPPORT FEE

\$50.76 Subtotal for Dept. Refuse Collection
\$28.26
\$22.50
\$50.76 Subtotal for Dept. Water
\$1,015.27 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

DOGD201800543 INSPECTION
DOGD201800535 INSPECTION
DOGD201800542 INSPECTION

\$75.00
\$75.00
\$75.00
\$225.00 Subtotal for Dept. Aquatics
\$225.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE55833 UNIFORMS
NE56125 UNIFORMS
NE56061 UNIFORMS
NE56060 UNIFORMS
NE55782 UNIFORMS
NE55832 UNIFORMS
NE55963 UNIFORMS
NE56095 UNIFORMS
NE55781 UNIFORMS
NE56091 UNIFORMS
NE55783 UNIFORMS
NE55888 UNIFORMS
NE55841 UNIFORMS
NE55889 UNIFORMS
NE56090 UNIFORMS
NE55932 UNIFORMS
NE56096 UNIFORMS

\$129.90
\$230.80
\$27.95
\$125.95
\$129.90
\$175.85
\$137.85
\$109.90
\$356.76
\$9.99
\$221.80
\$194.85
\$167.90
\$110.90
\$9.95
\$55.90
\$54.95
\$2,251.10 Subtotal for Dept. Police
\$2,251.10 Subtotal for Vendor

NORDIC SOUND INCORPORATED

140311 UPDOWNCROSS CONVERTER

\$280.25
\$280.25 Subtotal for Dept. City Manager
\$280.25 Subtotal for Vendor

NORTH PARK TRANSPORTATION

08770255 SHIPPING

\$89.09
\$89.09 Subtotal for Dept. Fort Caspar
\$89.09 Subtotal for Vendor

PAUL ZOWADA

RIN0027804 CLOTHING REIMBURSEMENT

\$41.99
\$41.99 Subtotal for Dept. Parks

Bills and Claims

City of Casper

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PAUL ZOWADA

\$41.99 Subtotal for Vendor

P-CARD VENDORS

00060379	SAMS CLUB	\$297.39	
00060112	URGENT CARE OF CASPER	\$480.00	
00060361	RICOH USA	\$16.36	
00059694	RICOH USA	\$21.54	
00060040	GREAT FALLS	\$249.99	
00060040	GREAT FALLS	\$799.47	
00060040	GREAT FALLS	\$244.90	
00060040	GREAT FALLS	\$172.53	
00060040	GREAT FALLS	\$134.55	
00060100	BLOEDORN LUMBER	\$1,602.60	
00060040	GREAT FALLS	\$316.78	
00059680	SAMS CLUB	\$197.78	
00060194	SUTHERLANDS	\$35.78	
00059965	VERIZON	\$320.14	
00060096	URGENT CARE OF CASPER	\$40.00	
00060062	ARCHITECTURAL GLAZING	\$314.00	
00060040	GREAT FALLS	\$307.12	
00060327	USPS	\$54.88	
00060238	BLOEDORN LUMBER	\$320.52	
00060227	WW GRAINGER	\$64.30	
00060094	DOLLAR TREE	\$5.00	
00059897	CASPER STAR TRIBUNE	\$10.00	
00060157	SAMSClub	\$403.39	
00059776	MENARDS	\$4.90	
00059768	THE WEBSTaurant STORE	\$46.07	
00059655	MENARDS	\$42.93	
00059734	PENN SCALE MANUFACTURING	\$394.58	
00059733	SAMS CLUB	\$334.85	
00059929	DOLLAR TREE	\$4.00	
00060237	LIFEGUARD STORE	\$178.95	
00059926	LIFEGUARD STORE	\$113.60	
00060244	LIFEGUARD STORE	\$59.50	
00059768	THE WEBSTaurant STORE	\$31.98	
		\$7,620.38	Subtotal for Dept. Aquatics
00059839	AIRGAS CENTRAL	\$299.28	
00059842	ATLANTIC ELECTRIC	\$2,300.00	
00059851	MOUNTAIN STATES PLASTICS	\$5,832.80	
00059832	NORCO	\$40.88	
00059850	PACIFIC HIDE AND FUR	\$23.95	
00060151	BAILEYS ACE HARDWARE	\$17.66	
00059933	AIRGAS CENTRAL	\$9.84	
00059900	MCMURRY READY MIX	\$8,864.58	
00059899	DRIVE TRAIN	\$5.49	
00059887	URGENT CARE OF CASPER	\$90.00	
00059879	WYOMING STEEL AND RECYCLING	\$2,358.81	

Bills and Claims

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P-CARD VENDORS

00059873	0970 CED	\$2,625.70
00059872	HARBOR FREIGHT TOOLS	\$17.97
00059871	MMS	\$179.61
00059864	SAFETY VISION	\$104.70
00059742	AIRGAS CENTRAL	\$1,734.37
00060309	MMS	\$1.50
00059842	ATLANTIC ELECTRIC	\$2,700.00
00059853	BARGREEN WYOMING	\$143.85
00060156	RODOLPH BROTHERS	\$425.00
00060167	0970 CED	\$32.45
00060177	HOSE & RUBBER SUPPLY	\$205.84
00060182	VEOLIA ENVIRONMENTAL	\$6,016.80
00060195	GREAT PLAINS CLEANING	\$1,646.80
00060197	AIRGAS CENTRAL	\$265.00
00060210	THE HON COMPANY	\$1,637.69
00060214	BAILEYS ACE HARDWARE	\$78.14
00060225	WEAR PARTS	\$97.96
00059859	SAMSLUB	\$163.78
00059921	WYOMING STEEL AND RECYCLING	\$2,585.18
00060141	OREILLY AUTO	\$32.28
00059599	TIRE PROFESSIONALS	(\$17.07)
00059471	BRAKE SUPPLY COMPANY	\$841.08
00059492	AIRGAS CENTRAL	\$76.88
00059513	BRAKE SUPPLY COMPANY	\$841.08
00059546	BAILEYS ACE HARDWARE	\$77.50
00059580	SOURCE OFFICE AND TECHNOLOGY	\$130.90
00059666	DECKER AUTO GLASS	\$190.00
00059585	BAILEYS ACE HARDWARE	\$30.98
00059421	HOSE & RUBBER SUPPLY	\$9.45
00059619	RECYKLING INDUSTRIES	\$2,867.75
00059622	MICHAELS FENCE & SUPPLY	\$14.39
00059745	BEARING BELT CHAIN	\$318.11
00059628	FORESTER MEDIA	\$171.00
00060114	SAFETY KLEEN SYSTEMS	\$510.00
00059648	SAMS CLUB	\$117.64
00059581	CASPER CONTRACTORS SUPPLY	\$133.28
00059106	AIRGAS CENTRAL	\$115.57
00060298	WYOMING MACHINERY	\$11,067.24
00060285	WAL-MART	\$19.97
00060275	WEAR PARTS	\$85.47
00060268	FERGUSON ENTERPRISES	\$20.24
00060251	FERGUSON ENTERPRISES	\$150.18
00060231	COASTAL NETTING SYSTEM	\$11,888.20
00059468	CASPER CONTRACTORS SUPPLY	\$50.00
00059009	CASPER CONTRACTORS SUPPLY	\$398.31
00059454	HARBOR FREIGHT TOOLS	\$25.84
00059238	AIRGAS CENTRAL	\$295.40
00059285	AIRGAS CENTRAL	\$208.41

Bills and Claims

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P-CARD VENDORS

00059311	BAILEYS ACE HARDWARE	\$62.98	
00059331	INDUSTRIAL SCREEN	\$62.10	
00059401	TIRE PROFESSIONALS	\$530.50	
00059639	NORCO	\$46.56	
00059985	GREINER FORD LINCOLN	\$674.11	
00059777	ADVANCED HYDRAULIC	\$23,945.19	
00059976	CRETEX CONCRETE PRODUCTS	\$13,500.00	
00059808	NORCO	\$3,199.54	
00059804	AIRGAS CENTRAL	\$99.38	
00060077	CASPER FIRE EXTINGUISHER	\$49.72	
00059983	CRETEX CONCRETE PRODUCTS	\$13,500.00	
00059796	AIRGAS CENTRAL	\$307.96	
00059769	WAL-MART	\$36.32	
00059760	AIRGAS CENTRAL	\$375.27	
00059838	WYOMING MACHINERY	\$7,326.45	
00059624	HENSLEY BATTERY	\$85.22	
00059789	ICLEAN307	\$1,680.00	
00059669	COCA COLA BOTTLING	\$36.75	
00059771	RECYKLING INDUSTRIES	\$12,835.00	
00059767	PTI PEAKTECH	\$123.20	
00059689	DEWITT WATER SYSTEM & SERVICE	\$27.00	
00059712	AIR CYCLE INTERNET	\$510.69	
00059721	HOWARD SUPPLY COMPANY	\$204.40	
00059790	ICLEAN307	\$2,150.00	
00059702	VERMEER SALES & SERVICES	\$342.13	
00059724	NORCO	\$6,410.00	
00059703	TIRE PROFESSIONALS	\$9,900.00	
00059725	VERMEER SALES & SERVICES	\$1,455.96	
00059672	RECYKLING INDUSTRIES	\$2,867.75	
00059731	CASPER FIRE EXTINGUISHER	\$168.00	
00059737	VERMEER SALES & SERVICES	\$439.07	
00059744	BAILEYS ACE HARDWARE	\$16.28	
00059755	MMS	\$3,488.73	
00059700	AIRGAS CENTRAL	\$200.00	
		\$177,831.97	Subtotal for Dept. Balefill
00059967	CASPER WINNELSON	\$13.79	
00059791	DENNIS SUPPLY COMPANY	\$7.29	
00059723	CASPER WINNELSON	\$391.49	
00059651	HOSE & RUBBER SUPPLY	\$23.53	
00059958	CASPER WINNELSON	\$7.64	
00059920	DENNIS SUPPLY COMPANY	\$14.50	
00059991	BAILEYS ACE HARDWARE	\$9.99	
00059980	RMI WYOMING	\$104.16	
00059979	CASPER WINNELSON	\$94.90	
00059621	CASPER WINNELSON	\$39.87	
00059896	DENNIS SUPPLY COMPANY	\$3.86	
00059914	BAILEYS ACE HARDWARE	\$2.19	
00059841	WESTERN WYOMING LOCK	\$10.00	

Bills and Claims

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P-CARD VENDORS

00060273	DAVIDSON MECHANICAL	\$149.42	
00060272	BLOEDORN LUMBER	\$14.56	
00060266	NORTHROP BOILER WORKS	\$255.00	
00060259	DENNIS SUPPLY COMPANY	\$104.93	
00060201	DENNIS SUPPLY COMPANY	\$21.56	
00060198	GEORGE T SANDERS	\$27.68	
00060184	MENARDS	\$55.94	
00059803	BAILEYS ACE HARDWARE	\$6.75	
00059816	DIAMOND VOGEL PAINT	\$16.09	
00060164	DENNIS SUPPLY COMPANY	\$6.32	
00059834	BAILEYS ACE HARDWARE	\$10.30	
00059620	BLOEDORN LUMBER CASPER	\$54.99	
00059857	DENNIS SUPPLY COMPANY	\$1,798.54	
00059862	MENARDS	\$49.99	
00060074	DENNIS SUPPLY COMPANY	\$793.80	
00060070	DIAMOND VOGEL PAINT	\$2.50	
00060027	CASPER WINNELSON	\$68.07	
00059999	BAILEYS ACE HARDWARE	\$5.40	
00059882	CASPER WINNELSON	\$75.00	
00059898	CASPER WINNELSON	\$58.58	
00059997	RMI WYOMING	\$84.34	
00059609	DIAMOND VOGEL PAINT	\$49.63	
00059817	PRAIRIE PELLA	\$3.06	
	\$4,435.66	Subtotal for Dept.	Buildings & Structures
00059918	ECANOPY.COM	\$199.99	
00059692	CPS DISTRIBUTORS	\$174.75	
00059750	ATLAS OFFICE PRODUCTS	\$121.99	
	\$496.73	Subtotal for Dept.	Cemetery
00060234	ATLAS OFFICE PRODUCTS	\$44.57	
00060002	THOMSON WEST	\$133.74	
00060057	THOMSON WEST	\$1,174.47	
00060084	THOMSON WEST	\$99.23	
00059815	ATLAS OFFICE PRODUCTS	\$48.90	
	\$1,500.91	Subtotal for Dept.	City Attorney
00059901	COMTRONIX	\$261.00	
	\$261.00	Subtotal for Dept.	City Hall
00059562	MENARDS	\$166.39	
	\$166.39	Subtotal for Dept.	City Manager
00060078	ATLAS OFFICE PRODUCTS	\$55.78	
00060150	DEPARTMENT OF FIRE PREVENTION	\$100.00	
00060147	BAR BARCODES	\$54.36	
00059922	VERIZON	\$160.04	
00060024	NETWORK FLEET	\$227.40	
	\$597.58	Subtotal for Dept.	Code Enforcement
00059927	BIG SKY COMMUNICATIONS	\$87.00	
00060232	SWEETWATER SOUNDS	\$751.89	
00059943	PUBLIC AGENCY TRAINING	\$295.00	

Bills and Claims

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P-CARD VENDORS

		\$1,133.89	Subtotal for Dept.	Communications Center
00060249	EGGINGTONS	\$64.00		
00059964	WESTSIDE ANIMAL HOSPITAL	\$1,000.00		
		\$1,064.00	Subtotal for Dept.	Council
00059880	XEROX CORPORATION	\$139.51		
00059885	XEROX CORPORATION	\$29.28		
		\$168.79	Subtotal for Dept.	Engineering
00059673	AMAZON	\$34.01		
00060127	CASPER STAR TRIBUNE	\$93.48		
00058358	POS SUPPLY SOLUTIONS	\$349.95		
00058700	ATLAS OFFICE PRODUCTS	\$168.66		
00060103	TRACTOR SUPPLY	\$269.99		
00059901	COMTRONIX	\$78.00		
00060089	ATLANTIC ELECTRIC	\$575.00		
00059586	ATLAS OFFICE PRODUCTS	\$12.38		
00060008	ATLAS OFFICE PRODUCTS	\$268.85		
00059809	CASPER STAR TRIBUNE	\$48.92		
00059890	DOUBLE D WELDING	\$335.00		
00060116	CASPER STAR TRIBUNE	\$93.48		
		\$2,327.72	Subtotal for Dept.	Finance
00059636	EXXONMOBIL	\$41.50		
00060022	CASPER FIRE EXTINGUISHER	\$293.25		
00060111	BAILEYS ACE HARDWARE	\$9.78		
00058528	AMAZON	\$60.98		
00058461	AMAZON	\$559.75		
00058087	EXXONMOBIL	\$32.33		
00059570	NEVE'S UNIFORMS	\$564.00		
00059405	BARGREEN WYOMING	\$933.92		
00059576	EXXONMOBIL	\$17.84		
00059577	ARCHITECTURAL GLAZING	\$623.07		
00060050	THE HOME DEPOT	\$539.09		
00060123	MERBACK AWARDS COMPANY	\$27.10		
00059610	BEST BUY	\$64.91		
00059024	ROGUE FITNESS	\$845.05		
00059644	PERKINS	\$51.64		
00059822	SUTHERLANDS	\$131.05		
00060034	AMAZON	\$466.20		
00059679	THE HOME DEPOT	\$215.11		
00059690	EXXONMOBIL	\$67.06		
00059830	COMTRONIX	\$496.83		
00059810	INTERNATIONAL CODE COUNCIL	\$398.00		
00059695	THE HOME DEPOT	\$406.92		
00059868	FEDEX	\$51.58		
00060031	MES/LAWMEN	\$665.00		
00059601	BEST BUY	\$160.63		
00060171	JERSEY MIKE'S SUBS	\$81.38		
00059413	BEST WESTERN INN	\$198.38		
00059787	LN CURTIS	\$3,860.00		

Bills and Claims

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P-CARD VENDORS

00059395	BEST WESTERN INN	\$198.38	
00059344	SMITHS FOOD	\$5.97	
00059335	WAL-MART	\$149.48	
00059423	SMITHS FOOD	\$37.02	
00059429	KMART	\$36.19	
00059441	GUADALAJARA MEXICAN	\$64.28	
00059443	BEST WESTERN INN	\$198.38	
00059449	DENVER MATTRESS	\$169.48	
00058841	EXXONMOBIL	\$42.00	
00059323	JERSEY MIKE'S SUBS	\$55.52	
00060090	LN CURTIS	\$3,860.00	
00059487	TRACTOR SUPPLY	\$15.16	
00059522	EXXONMOBIL	\$32.54	
00059524	WAL-MART	\$80.13	
00060143	ENTENMANN-ROVIN COMPANY	\$127.75	
00059203	HON ANALYTICS	\$680.00	
00060133	ENTENMANN-ROVIN COMPANY	\$121.00	
00060131	THE HOME DEPOT	\$149.85	
00059533	BEST BUY	\$19.98	
00059083	REP FITNESS	\$275.50	
00059026	AMAZON	\$84.99	
00059325	WAL-MART	\$7.69	
00059499	FITNESS GIANT	\$169.98	
00059762	SHERWIN WILLIAMS	\$494.87	
00059720	SUTHERLANDS	\$81.27	
00059970	WW GRAINGER	\$1,584.87	
00059984	CHENYU	\$19.06	
00059743	FEDEX	\$15.19	
00059706	WPSG, INCORPORATED	\$448.38	
00059996	SUTHERLANDS	\$72.90	
00059886	WAL-MART	\$442.88	
00059693	CPU IIT	\$3,208.00	
00059930	EXXONMOBIL	\$36.79	
00059792	EXXONMOBIL	\$26.50	
00060017	AIRPRO	\$1,189.25	
00059908	AMERICAN SAFETY ASSOCIATION	\$358.00	
00059911	SUTHERLANDS	\$26.97	
00059539	SAMS CLUB	\$15.92	
00059798	HARBOR FREIGHT TOOLS	\$27.16	
00059418	FITNESS GIANT	\$329.99	
00059474	HL SUPPLY	\$41.95	
00059893	AMERICAN SAFETY ASSOCIATION	\$358.00	
		\$27,221.57	Subtotal for Dept. Fire
00060159	CMI-TECO	\$54.01	
00059854	EATON SALES & SERVICE	\$415.00	
00059719	NUTECH SPECIAL	(\$80.00)	
00060054	MYERS TIRE SUPPLY	\$59.38	
00059852	JACKS TRUCK AND EQUIPMENT	\$470.76	

Bills and Claims

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P-CARD VENDORS

00060173	E&F TOWING & RECOVERY	\$350.00
00059846	DECKER AUTO GLASS	\$15.40
00059845	AMAZON	\$10.99
00059840	COMTRONIX	\$183.00
00059856	GREINER FORD LINCOLN	\$460.56
00060149	WESTERN SLING COMPANY	\$161.40
00059527	CAPITAL BUSINESS SYSTEMS	\$30.00
00059766	JACKS TRUCK AND EQUIPMENT	\$760.12
00059955	GREINER FORD LINCOLN	\$52.33
00059957	WYOMING MACHINERY	\$339.38
00059833	JACKS TRUCK AND EQUIPMENT	\$17.36
00059944	CASPER TIRE	\$49.95
00060205	NUTECH SPECIAL	\$80.00
00059910	BOBCAT OF CASPER	\$135.26
00060305	AMERI-TECH EQUIPMENT	\$660.00
00060304	JACKS TRUCK AND EQUIPMENT	(\$760.12)
00059869	FRANK J. ZAMBONI & COMPANY	\$26.57
00060269	JACKS TRUCK AND EQUIPMENT	\$39.90
00060261	CASPER TIRE	\$105.00
00060254	STOTZ EQUIPMENT	\$152.03
00060253	CMI-TECO	\$34.89
00060245	CMI-TECO	\$108.02
00060235	AMERI-TECH EQUIPMENT	\$660.00
00060233	STOTZ EQUIPMENT	\$70.12
00060205	NUTECH SPECIAL	\$790.00
00060056	STOTZ EQUIPMENT	\$115.94
00059917	GOODYEAR COMMERCIAL	\$960.00
00060091	AMERI-TECH EQUIPMENT	\$660.00
00059923	WW GRAINGER	\$18.51
00059935	MCCOY SALES CORPORATION	\$15.01
00059889	BOBCAT OF CASPER	\$10.69
00059888	GREINER FORD LINCOLN	\$57.57
00059881	BEARING BELT CHAIN	\$202.75
00059719	NUTECH SPECIAL	\$577.50
00059877	USPS	\$49.10
00059867	HOSE & RUBBER SUPPLY	\$9.14
00059936	HOSE & RUBBER SUPPLY	(\$9.14)
00060095	VERMEER SALES & SERVICES	\$21.07
00059954	CMI-TECO	\$121.20
00059942	FRANK J. ZAMBONI & COMPANY	\$56.12
00060092	HONNEN EQUIPMENT	\$30.39
00060205	NUTECH SPECIAL	\$50.00
00060162	WW GRAINGER	\$61.54
00059802	AMAZON	(\$10.99)
00059708	STOTZ EQUIPMENT	\$308.58
00059727	DRIVE TRAIN	\$17.99
00059995	CMI-TECO	\$190.40
00060016	CMI-TECO	\$56.87

Bills and Claims

City of Casper

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P-CARD VENDORS

00059728	KOIS BROTHERS EQUIPMENY	\$45.52	
00060024	NETWORK FLEET	\$18.95	
00059738	HOODS EQUIPMEN	\$57.05	
00059754	GREINER FORD LINCOLN	\$114.38	
00060009	E&F TOWING & RECOVERY	\$350.00	
00059821	GREINER FORD LINCOLN	(\$11.30)	
00060137	GREINER FORD LINCOLN	\$111.67	
00059807	STOTZ EQUIPMENT	\$591.89	
00060152	GREINER FORD LINCOLN	\$320.34	
00059982	GOODYEAR COMMERCIAL	\$5,385.90	
00060166	JACKS TRUCK AND EQUIPMENT	\$57.90	
00060169	NAPA	\$76.51	
00060169	BEARING BELT CHAIN	\$1,285.53	
00060178	PETERBILT OF WYOMING	\$94.76	
00060196	GREINER FORD LINCOLN	\$219.50	
00059759	GOODYEAR COMMERCIAL	\$1,338.96	
00059820	SIX ROBBLEES	\$7.91	
00059799	STOTZ EQUIPMENT	\$625.69	
00059788	DRIVE TRAIN CASPER	\$6.50	
00059786	DRIVE TRAIN	\$32.35	
00059773	CMI-TECO	\$665.88	
00060032	STOTZ EQUIPMENT	\$11.49	
00060069	BEARING BELT CHAIN	\$112.99	
00060146	STOTZ EQUIPMENT	\$114.00	
00059977	BRAKE SUPPLY COMPANY	\$139.67	
00059814	WYOMING MACHINERY	\$44.40	
00059966	GOODYEAR COMMERCIAL	\$272.04	
00059969	TITAN MACHINERY	\$753.43	
		\$21,865.46	Subtotal for Dept. Fleet Maintenance
00059752	ATLAS REPRODUCTION	\$102.48	
00059902	ATLAS OFFICE PRODUCTS	\$5.08	
00059482	TOP OFFICE PRODUCTS	\$61.34	
00059819	ATLAS REPRODUCTION	\$14.70	
00059937	ATLAS OFFICE PRODUCTS	\$7.49	
00059697	ATLAS OFFICE PRODUCTS	\$79.38	
		\$270.47	Subtotal for Dept. Fort Caspar
00059479	CHUGWATER CHILI	\$138.30	
00059676	C&J SAYLES	\$506.56	
00059764	USPS	\$34.00	
00060043	1890 INCORPORATED	(\$46.51)	
		\$632.35	Subtotal for Dept. General - Fort Caspar
00060124	TOWNSQUARE MEDIA	\$764.00	
00060176	CITY TREASURER	\$15.00	
00059961	MIDLAND IMPLEMENT	\$342.99	
00059932	KCWY TV	\$325.00	
00059686	THE HOME DEPOT	\$193.94	
00059829	MENARDS	\$103.62	
00060014	SIMPLOT PARTNERS	\$2,140.00	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00059916 STAPLES	\$137.99	
00059735 COMTRONIX	\$624.60	
00060142 MIDLAND IMPLEMENT	\$695.18	
00059589 NORCO	\$242.14	
00060020 VERIZON	\$80.02	
00059805 THE HOME DEPOT	\$39.88	
	\$5,704.36	Subtotal for Dept. Golf Course
00059366 DOLLAR TREE	\$4.00	
	\$4.00	Subtotal for Dept. Health Insurance
00059607 GEAR UP AND GET OUT	\$49.20	
00059931 THE HOME DEPOT	\$19.05	
00059903 THE HOME DEPOT	\$9.98	
00059884 HOMEDEPOT.COM	\$232.90	
00059607 GEAR UP AND GET OUT	\$73.30	
00059836 ENERGY LABORATORIES	\$60.00	
00059618 WYOMING WOOD	\$250.00	
00060059 HOMEDEPOT.COM	\$39.35	
00060015 HOMEDEPOT.COM	\$359.00	
	\$1,092.78	Subtotal for Dept. Hogadon
00059907 ATLAS OFFICE PRODUCTS	\$44.51	
00059263 ATLAS OFFICE PRODUCTS	\$736.39	
00059616 WESTERN WYOMING LOCK	\$5.00	
00059883 POWDER RIVER SHREDDERS	\$80.00	
00060134 USPS	\$6.59	
00059637 KMART	\$11.00	
	\$883.49	Subtotal for Dept. Human Resources
00059909 SAMS CLUB	\$87.60	
00059847 THE HOME DEPOT	\$4.97	
00059643 PAPA JOHNS	\$95.89	
00060267 SAMSClub	\$57.96	
00059694 RICOH USA	\$21.52	
00059633 WEAR PARTS	\$34.00	
00060361 RICOH USA	\$32.72	
	\$334.66	Subtotal for Dept. Ice Arena
00059953 AMAZON	\$66.95	
00060006 ATLAS OFFICE PRODUCTS	\$41.54	
00059765 AMAZON	\$16.99	
00059812 AMAZON	\$153.99	
00059748 SAMS CLUB	\$63.80	
00059861 CPU IIT	\$350.00	
	\$693.27	Subtotal for Dept. Information Services
00060003 THE HOME DEPOT	\$132.80	
00059526 UW CASHIER OFFICE	\$30.59	
00060001 MURDOCH'S RANCH & HOME	\$87.13	
00059749 GALLS	\$11.85	
00059904 PETCO	\$10.78	
00060055 BLOEDORN LUMBER	\$428.88	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00060130 GALLS	\$18.79	
00060073 NORCO	\$223.23	
00059986 HOBBY-LOBBY	\$28.22	
00059797 VISTA PRINT	\$220.51	
00059596 SUMMIT ELECTRIC, INC.	\$343.43	
00060024 NETWORK FLEET	\$132.65	
00060212 BAILEYS ACE HARDWARE	\$9.78	
00059688 COMMUNICATION TECHNOLOGY	\$123.90	
00059729 PRAIRIE PELLA	\$85.00	
00059758 WAL-MART	\$18.00	
	\$1,905.54	Subtotal for Dept. Metro Animal
00059782 RICOH USA	\$23.64	
00059782 RICOH USA	\$224.90	
	\$248.54	Subtotal for Dept. Metropolitan Planning
00059801 MOUNTAIN STATES LITHOGRAPHING	\$120.28	
00059547 ATLAS OFFICE PRODUCTS	\$177.39	
00059715 TOP OFFICE PRODUCTS	\$38.00	
00059713 ATLAS OFFICE PRODUCTS	\$56.31	
00059895 POWDER RIVER SHREDDERS	\$21.00	
	\$412.98	Subtotal for Dept. Municipal Court
00059818 NORCO	\$352.67	
00060024 NETWORK FLEET	\$160.80	
00059604 ARCMATE MFG CORP	\$997.00	
00059806 BLOEDORN LUMBER	\$62.51	
00059730 MENARDS	\$81.59	
00059772 VERIZON	\$40.01	
00059564 BLOEDORN LUMBER CASPER	\$40.95	
00059665 BLOEDORN LUMBER	\$1,680.54	
00059590 USPS	\$98.00	
00060000 BLOEDORN LUMBER	\$2,015.12	
00059794 INDUSTRIAL DISTRIBUTORS	\$87.20	
00059945 STOTZ EQUIPMENT	\$270.00	
00060087 MENARDS	\$238.68	
00059681 MENARDS	\$391.66	
00059960 CASPER STAR TRIBUNE	\$261.04	
00059993 WYOMING PLANT	\$250.00	
00059761 EAGLE	\$294.95	
00059757 BAILEYS ACE HARDWARE	\$61.72	
00059640 CPS DISTRIBUTORS	\$1,448.38	
00059617 THE HOME DEPOT	\$84.60	
00059947 WATERWORKS INDUSTRIES	\$220.21	
	\$9,137.63	Subtotal for Dept. Parks
00060078 ATLAS OFFICE PRODUCTS	\$55.78	
00059785 PEDENS	\$585.00	
00059779 WAL-MART	\$14.00	
	\$654.78	Subtotal for Dept. Planning
00059978 MIDTOWN TAVERN	\$38.00	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00059876 IRONDOGK9	\$2,663.50	
00060308 RACCAS PIZZERIA NAPOLE	\$149.31	
00059756 CASPER ANIMAL MEDICAL	\$143.75	
00059554 QUALITY INN & SUITES	\$340.64	
00059704 NATIA	\$75.00	
00059783 ACCESSDATA GROUP	\$865.20	
00060364 MOUNTAIN STATES LITHOGRAPHING	\$98.71	
00059736 VERIZON	\$5,277.04	
00059709 RICOH USA	\$78.60	
00060035 HOBBY-LOBBY	\$101.93	
00060033 SAFARILAND	\$227.85	
00060065 CONOCO	\$20.06	
00058885 INTERNATIONAL TRANSACTION	\$1.96	
00060066 HOLIDAYSTATION STORE	\$25.54	
00059716 EXXONMOBIL	\$24.51	
00059698 VERIZON	\$40.01	
00060079 MIDWAY USA	\$32.99	
00060122 NOLAND FEED	\$75.20	
00059717 RADISSON HOTEL	\$396.76	
00060121 MOUNTAIN SPORTS	\$14.99	
00060321 BEST BUY	\$59.99	
00060390 WYOMING CAMERA	\$1,179.75	
00060215 STAPLES	\$266.40	
00060118 JERRY POST, PS	\$1,000.00	
00059956 MAGLITE RETAIL	\$65.00	
00059928 MOUNTAIN STATES LITHOGRAPHING	\$183.72	
00060082 COCA COLA BOTTLING	\$44.10	
00060216 CRASHDATAGR	\$1,050.00	
00059952 HOLIDAY INN BOZEMAN	\$17.00	
00059858 MOUNTAIN STATES LITHOGRAPHING	\$355.09	
00059520 QUALITY INN & SUITES	\$340.64	
	\$15,253.24	Subtotal for Dept. Police
00060252 MONOPRICE	\$83.26	
00059946 CDW GOVERNMENT	\$2,845.21	
	\$2,928.47	Subtotal for Dept. Police Equipment
00059811 RAMKOTA HOTEL	\$15,488.13	
	\$15,488.13	Subtotal for Dept. Police Grants
00059542 ARAMARK PHOENIX CONVENTION CEN	\$5.36	
00059591 WESTIN PHOENIX DOWNTOWN	\$57.87	
00059677 ARAMARK PHOENIX CONVENTION CEN	\$13.48	
00059626 MATTS BIG BREAKFAST	\$38.32	
00059652 WESTIN (WESTIN HOTELS)	\$408.08	
00059663 THE KETTLE BLACK	\$31.27	
00059661 CITY WOK	\$31.70	
00059684 WESTIN (WESTIN HOTELS)	\$326.47	
00059273 J J KELLER & ASSOCIATE	\$424.25	
00060118 JERRY POST, PS	\$1,250.00	
00059503 NOOK KITCHEN DOWNTOWN	\$49.52	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00060019 WESTIN (WESTIN HOTELS)	(\$81.61)	
00059778 URGENT CARE OF CASPER	\$2,891.00	
00059656 UNITED	\$50.00	
00059747 JERRY POST, PS	\$4,200.00	
	\$9,695.71	Subtotal for Dept. Property & Liability Insurance
00059694 RICOH USA	\$21.52	
00060327 USPS	\$227.36	
00060330 WAL-MART	\$38.80	
00059726 WAL-MART	\$23.92	
00060330 WAL-MART	\$5.22	
00060359 POWDER RIVER SHREDDERS	\$270.00	
00059992 NORCO	\$140.50	
00060097 WAL-MART	\$122.03	
00059714 FACEBOOK	\$490.65	
00059714 FACEBOOK	\$8.97	
00060189 TARGET	\$3.69	
00060119 DOLLAR TREE	\$22.00	
00059541 THE HOME DEPOT	(\$92.16)	
00060327 USPS	\$109.76	
00060311 MENARDS	\$81.40	
00060295 ALBERTSONS	\$8.70	
00060361 RICOH USA	\$16.36	
00060267 SAMSClub	\$99.92	
00060293 WAL-MART	\$64.50	
00059641 DOLLAR TREE	\$5.00	
00059905 CORNER UPHOLSTERY	\$35.00	
00059892 DOLLAR TREE	\$44.00	
00059906 ALBERTSONS	\$30.15	
00059588 PRODUCTION 101	\$107.50	
00060255 HOBBY-LOBBY	\$28.34	
00059531 THE HOME DEPOT	\$50.24	
00059844 AMAZON	\$101.02	
	\$2,064.39	Subtotal for Dept. Recreation
00060042 CMI-TECO	\$375.95	
00059580 SOURCE OFFICE	\$10.17	
00060274 JOHNNY APPLESEED	\$3,892.75	
00060280 CMI-TECO	\$705.25	
00060219 JOHNNY APPLESEED	\$4,595.00	
00060224 JOHNNY APPLESEED	\$2,503.00	
00060044 CMI-TECO	\$615.58	
00060158 BAILEYS ACE HARDWARE	\$28.40	
00059568 DRIVE TRAIN	\$40.41	
00060046 CMI-TECO	\$90.00	
00060281 JOHNNY APPLESEED	\$4,896.00	
00060282 JOHNNY APPLESEED	\$4,875.25	
00060053 CMI-TECO	\$90.00	
00060290 JOHNNY APPLESEED	\$4,840.00	
00060291 JOHNNY APPLESEED	\$4,785.00	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00059201	DULUTH TRADING COMPANY	\$360.00	
00060297	WYOMING STEEL AND RECYCLING	\$6,394.50	
00060060	CMI-TECO	\$851.33	
00060175	CITY SERVICE ELECTRIC	\$4,435.00	
00060086	CMI-TECO	\$472.45	
00060126	BAILEYS ACE HARDWARE	\$19.96	
00059825	CASPER TIRE	\$32.50	
00059824	SOURCE OFFICE AND TECHNOLOGY	\$581.17	
00059824	SOURCE OFFICE AND TECHNOLOGY	\$57.36	
00060109	CITY OF CHEYENNE	\$56.40	
00060072	CMI-TECO	\$791.78	
00060105	JACKS TRUCK AND EQUIPMENT	\$311.40	
00059660	SPF45	\$88.18	
00060023	LOVE S COUNTRY	\$92.00	
00060265	BARGREEN WYOMING	\$54.00	
00060012	ALLIANCE ELECTRIC	\$2,678.65	
00060260	JOHNNY APPLESEED	\$4,892.00	
00060025	CMI-TECO	\$144.01	
00060081	CMI-TECO	\$295.09	
00060229	CMI-TECO	\$968.98	
00060026	CMI-TECO	\$181.23	
00060241	JOHNNY APPLESEED	\$4,925.00	
00060243	JOHNNY APPLESEED	\$4,796.00	
00060063	CMI-TECO	\$535.91	
00060064	CASPER TIRE	\$65.00	
00059701	CMI-TECO	\$90.00	
00060030	CMI-TECO	\$351.90	
00060024	NETWORK FLEET	\$492.70	
		\$67,357.26	Subtotal for Dept. Refuse Collection
00059516	CASPER STAR TRIBUNE	\$148.20	
00059959	CASPER STAR TRIBUNE	\$529.12	
00060024	NETWORK FLEET	\$37.90	
00060049	BRECK MEDIA GROUP	\$1,000.00	
00059597	DOG WASTE DEPOT	\$943.92	
00060021	URGENT CARE OF CASPER	\$160.00	
00059629	GEOTEC INDUSTRIAL SUPPLY	\$60.26	
00059645	CRETEX CONCRETE PRODUCTS	\$3,328.00	
00059994	BAILEYS ACE HARDWARE	\$16.56	
00060036	URGENT CARE OF CASPER	\$40.00	
00059848	NEVEREST EQUIPMENT	\$2,284.00	
00060124	TOWNSQUARE MEDIA	\$1,300.00	
00060125	SAMSLUB	\$75.72	
00060193	GEOTEC INDUSTRIAL SUPPLY	\$3,858.50	
		\$13,782.18	Subtotal for Dept. Sewer
00059823	WAL-MART	\$7.94	
00059455	CASPER STAR TRIBUNE	\$485.88	
00060024	NETWORK FLEET	\$587.45	
00059860	BLOEDORN LUMBER	\$262.08	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00059667	HOWARD SUPPLY COMPANY	\$416.91	
00059874	CASPER CONTRACTORS SUPP;Y	\$194.32	
00060154	TAPCO	\$5,600.00	
00060190	GEOTEC INDUSTRIAL SUPPLY	\$480.00	
00059699	SONNY'S RV SALES	\$181.93	
00059975	CASPER CONTRACTORS SUPPLY	\$84.54	
00059973	CASPER STAR TRIBUNE	\$421.44	
00059550	SHERWIN-WILLIAMS	\$8,543.50	
00059963	BLOEDORN LUMBER CASPER	\$32.38	
00059504	AIRGAS CENTRAL	\$16.73	
00059647	HOSE & RUBBER SUPPLY	\$168.79	
00059940	VERIZON	\$40.03	
00059934	THE HOME DEPOT	\$53.82	
00059962	CASPER CONTRACTORS SUPPLY	\$57.09	
00059972	BAILEYS ACE HARDWARE	\$35.53	
00059925	SIX ROBBLEES	\$19.36	
		\$17,689.72	Subtotal for Dept. Streets
00059710	HOSE & RUBBER SUPPLY	\$38.06	
00059718	NORCO	\$26.24	
00059722	POWER EQUIPMENT	\$41.85	
00059360	ALIBI WOODFIRE PIZZERIA	\$29.38	
00060135	SAMS CLUB	\$177.09	
00059781	MILLER INSULATION	\$510.00	
00059018	TELEDYNE INSTRUMENTS	\$5,960.40	
00059257	MIZU SUSHI	\$63.65	
00059352	JEFFREYS BISTRO	\$29.60	
00059800	ATLAS OFFICE PRODUCTS	\$44.53	
00060128	WW GRAINGER	\$56.88	
00059865	HENSLEY BATTERY	\$77.80	
00059870	FERGUSON ENTERPRISES	\$23.34	
00060039	ATLAS OFFICE PRODUCTS	\$6.24	
00060191	HAJOCA KEENAN SUPPY	\$45.30	
00059924	RESPOND FIRST AID	\$159.66	
00059347	PHILLIPS 66	\$13.50	
00059355	PARTMASTER	(\$68.14)	
00059557	USPS	\$6.59	
00059341	DEWITT WATER SYSTEM	(\$27.00)	
00059912	SHERWIN-WILLIAMS	\$119.29	
00059948	CPS DISTRIBUTORS	\$19.00	
00058934	ANIXTER	(\$16.10)	
00060163	NCL OF WISCONSIN	\$63.45	
00058469	ANIXTER	\$16.10	
00059613	NORTHROP BOILER WORKS	\$741.00	
00059614	WINN-MARION BARBER	\$17.22	
00058429	ANIXTER INC - UPS	\$16.10	
0000059974	PAYMENT BY PHONE	(\$22.63)	
00059941	CRUM ELECTRIC SUPPLY	\$320.60	
00059740	NORTHROP BOILER WORKS	\$300.00	

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

		\$8,789.00	Subtotal for Dept.	Waste Water
00059990	GUNNERS METERS	\$341.00		
00059951	GUNNERS METERS	\$1,567.00		
00059574	MOUNTAIN STATES PIPE	\$5,140.73		
00059537	DOUBLE D WELDING	\$415.00		
00059578	FINISH LINE SYSTEM	\$2,185.00		
00059968	TRACTOR SUPPLY	\$299.98		
00060101	SUTHERLANDS	\$16.36		
00060071	ENERGY LABORATORIES	\$259.00		
00060047	ENERGY LABORATORIES	\$74.00		
00059863	CASPER CONTRACTORS SUPPLY	\$33.18		
00060024	NETWORK FLEET	\$170.55		
00059855	UNITED STATES WELDING	\$19.57		
00059525	FINISH LINE SYSTEM	\$533.28		
00059950	ALL AMERICAN GASKET	\$993.39		
00060007	ENERGY LABORATORIES	\$481.00		
00059875	ENERGY LABORATORIES	\$340.00		
00059891	ATLAS OFFICE PRODUCTS	\$17.26		
00059913	ENERGY LABORATORIES	\$300.00		
00059919	JB MACHINEh	\$500.00		
00060038	BEARING BELT CHAIN	\$28.97		
00059711	SUTHERLANDS	\$31.14		
00059598	ENERGY LABORATORIES	\$340.00		
00059612	TEST GAUGE & BACKFLOW	\$131.20		
00059579	HONNEN EQUIPMENT	\$408.00		
00059638	TOP OFFICE PRODUCTS	\$97.28		
00059650	CASPER CONTRACTORS SUPPLY	\$95.37		
00059543	KISTLER TENT AND AWNING	\$96.00		
00059793	ENERGY LABORATORIES	\$50.00		
00059827	SUTHERLANDS	\$11.50		
00059753	ATLAS OFFICE PRODUCTS	\$39.46		
00059780	FINISH LINE SYSTEMS	\$1,381.31		
00060098	FINISH LINE SYSTEM	\$1,474.82		
00059739	COMMUNICATION TECHNOLOGIES	\$870.00		
		\$18,741.35	Subtotal for Dept.	Water
00059775	RIDLEY'S	\$9.54		
00059770	ENERGY LABORATORIES	\$300.00		
00059611	ENERGY LABORATORIES	\$225.00		
00060120	ENERGY LABORATORIES	\$185.00		
00060113	ENERGY LABORATORIES	\$37.00		
00060108	UPS	\$115.46		
00059795	UPS	\$90.91		
00059662	AGP PROPANE SERVICES	\$16.90		
00059784	ENERGY LABORATORIES	\$225.00		
00060058	ENERGY LABORATORIES	\$42.00		
00060139	FERGUSON ENTERPRISES	(\$205.56)		
00059602	WW GRAINGER	\$152.00		
00060132	ENERGY LABORATORIES	\$225.00		

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

P-CARD VENDORS

00059835 CPU IIT	\$764.00	
00060093 FERGUSON ENTERPRISES	\$34.20	
00060185 COASTAL CHEMICAL	\$145.82	
00059987 USPS	\$62.23	
00060202 HARBOR FREIGHT TOOLS	\$15.99	
00059828 CASPER STAR TRIBUNE	\$118.04	
00060005 EUROFINS EATON ANALYTICS	\$200.00	
00060186 ENERGY LABORATORIES	\$22.00	
00060037 FASTENAL COMPANY	\$24.79	
00060179 CASPER STAR TRIBUNE	\$49.86	
00059915 ENERGY LABORATORIES	\$84.00	
00059878 MURDOCH'S RANCH & HOME	\$329.99	
00059627 ENERGY LABORATORIES	\$300.00	
00059587 ENERGY LABORATORIES	\$20.00	
00059594 ATLAS OFFICE PRODUCTS	\$32.65	
	\$3,621.82	Subtotal for Dept. Water Treatment Plant
00059949 TRACTOR SUPPLY	\$40.56	
00059988 TRACTOR SUPPLY	(\$15.57)	
00059763 VAN DIEST SUPPLY COMPANY	\$754.24	
00059593 BAILEYS ACE HARDWARE	\$56.96	
00059831 CRUM ELECTRIC SUPPLY	\$18.38	
00059530 SPRAYER DEPOT	\$1,778.50	
00059843 HOODS EQUIPMENT	\$27.99	
00059774 BAILEYS ACE HARDWARE	\$3.99	
00060010 WW GRAINGER	\$61.20	
00060165 INDUSTRIAL DISTRIBUTORS	\$31.98	
00059989 BAILEYS ACE HARDWARE	\$7.45	
	\$2,765.68	Subtotal for Dept. Weed And Pest
	\$446,843.85	Subtotal for Vendor

PEPSI COLA OF CASPER

2105001023 CREDIT MEMO	(\$72.65)	
2199019963 PRODUCT	\$84.00	
	\$11.35	Subtotal for Dept. Ice Arena
	\$11.35	Subtotal for Vendor

POSTAL PROS SOUTHWEST INC

3820 UTILITY INSERTS	\$1,417.50	
41888 WEB POSTING	\$3,376.88	
3819 UTILITY BILLING FEES	\$5,027.72	
	\$9,822.10	Subtotal for Dept. Finance
40990 WEB POSTING	\$3,775.08	
3549 UTILITY BILLS PRINTING	\$3,015.83	
	\$6,790.91	Subtotal for Dept. Finance
	\$16,613.01	Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/152807 USER FEE	\$1,954.30	
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Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

PUBLIC SAFETY COMMUNICATIONS CENTER

1276/152808 USER FEE

\$1,954.30 Subtotal for Dept. Metro Animal
\$542.86
\$542.86 Subtotal for Dept. Water
\$2,497.16 Subtotal for Vendor

RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-04 SYSTEM INVESTMENT CHARGE/COST

\$3,556.28
\$3,556.28 Subtotal for Dept. Sewer

CAWY1702-04 SYSTEM INVESTMENT CHARGE/COST

\$3,556.28
\$3,556.28 Subtotal for Dept. Waste Water

CAWY1702-04 SYSTEM INVESTMENT CHARGE/COST

\$5,416.04
\$5,416.04 Subtotal for Dept. Water
\$12,528.60 Subtotal for Vendor

RICHARD J DELANEY PH.D. P.C.

RIN0027844 METH CONFERENCE SPEAKER FEES

\$2,311.22
\$2,311.22 Subtotal for Dept. Police Grants
\$2,311.22 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP000168060917 ELECTRICITY

\$174.20
\$174.20 Subtotal for Dept. Buildings & Structures

AP000181060617 ELECTRICITY

\$6,166.42

AP000236060817 ELECTRICITY

\$59.30

\$6,225.72 Subtotal for Dept. Parks

AP000164060617 ELECTRCITY

\$47,180.47

\$47,180.47 Subtotal for Dept. Streets

AP000166060617 ELECTRICITY

\$28,078.05

\$28,078.05 Subtotal for Dept. Waste Water

AP000165060617 ELECTRICITY

\$26,621.41

\$26,621.41 Subtotal for Dept. Water

RIN0027808 ELECTRICITY

\$11,324.95

RIN0027808 ELECTRICITY

\$42,284.50

\$53,609.45 Subtotal for Dept. Water Treatment Plant

\$161,889.30 Subtotal for Vendor

ROD BARSTAD'S PAINT & AUTO BODY

5964 BODY SHOP REPAIRS

\$147.39

5953 BODY SHOP REPAIRS

\$938.00

\$1,085.39 Subtotal for Dept. Fleet Maintenance

\$1,085.39 Subtotal for Vendor

SARA NELSON

RIN0027797 CLOTHING REIMBURSEMENT

\$59.84

\$59.84 Subtotal for Dept. Police

\$59.84 Subtotal for Vendor

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

SARAH BOYLE

RIN0027798 CLOTHING REIMBURSEMENT

\$433.54
\$433.54 Subtotal for Dept. Police
\$433.54 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

5096 RESALE ITEMS FOR MUSEUM STORE

\$1,100.50
\$1,100.50 Subtotal for Dept. General - Fort Caspar
\$1,100.50 Subtotal for Vendor

SKYLINE RANCHES

RIN0027801 201 SEWER

(\$96.35)

RIN0027801 201 SEWER

\$963.55

\$867.20 Subtotal for Dept. Sewer

RIN0027801 201 SEWER

(\$749.66)

(\$749.66) Subtotal for Dept. Waste Water

\$117.54 Subtotal for Vendor

SNYDER LLC

RIN0027826 SANITATION REFUND

\$404.53

\$404.53 Subtotal for Dept. Water

\$404.53 Subtotal for Vendor

STAR LINE FEEDS

244470 PET FOOD

\$374.35

\$374.35 Subtotal for Dept. Metro Animal

\$374.35 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0027832 MEDICAL STOP LOSS

\$55,534.46

\$55,534.46 Subtotal for Dept. Health Insurance

\$55,534.46 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

2236 DATA BASE

\$2,700.00

\$2,700.00 Subtotal for Dept. Balefill

2236 DATA BASE

\$5,000.00

\$5,000.00 Subtotal for Dept. Refuse Collection

\$7,700.00 Subtotal for Vendor

STOTZ EQUIPMENT

E02894 JOHN DEERE PR15-GATOR TS

\$6,200.00

\$6,200.00 Subtotal for Dept. Cemetery

E02895 JOHN DEERE PR15-GATOR TS

\$6,200.00

\$6,200.00 Subtotal for Dept. Parks

\$12,400.00 Subtotal for Vendor

SWI, LLC

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

SWI, LLC

RIN0027830 RETAINAGE RELEASE	\$3,006.38		
	\$3,006.38	Subtotal for Dept.	Balefill
RIN0027802 MIKE LANSING FIELD BACKSTOP	\$11,435.00		
	\$11,435.00	Subtotal for Dept.	Capital Projects - Engineering
	\$14,441.38	Subtotal for Vendor	

TIMOTHY SHEEHAN

RIN0027823 CLOTHING REIMBURSEMENT	\$100.00		
	\$100.00	Subtotal for Dept.	Parks
	\$100.00	Subtotal for Vendor	

TRETO CONST.

RIN0027829 SPECIAL WASTE FACILITY PARKING	\$34,360.50		
	\$34,360.50	Subtotal for Dept.	Balefill
RIN0027829 RETAINAGE	(\$1,719.00)		
	(\$1,719.00)	Subtotal for Dept.	Capital Projects - Balefill
17-001-1 RETAINAGE	(\$1,419.83)		
17-001-1 2017 CPU ASPHALT REPAIR	\$14,198.31		
	\$12,778.48	Subtotal for Dept.	Water
	\$45,419.98	Subtotal for Vendor	

TWEED'S WHOLESALE

342632 CLEANING SUPPLIES	\$284.76		
	\$284.76	Subtotal for Dept.	Recreation
	\$284.76	Subtotal for Vendor	

URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11389 CASPER COMP PLAN UPDATE	\$250.00		
	\$250.00	Subtotal for Dept.	Planning
	\$250.00	Subtotal for Vendor	

WASTE WATER TREATMENT

1337/152814 SUMP CLEANING	\$600.00		
	\$600.00	Subtotal for Dept.	Balefill
	\$600.00	Subtotal for Vendor	

WESTERN MEDICAL ASSOC., LLC

RIN0026869 PHYSICAL	\$375.00		
	\$375.00	Subtotal for Dept.	Fire
	\$375.00	Subtotal for Vendor	

WESTERN WATER CONSULTANTS, INC.

160360009 ROBERTSON ROAD TRAIL EXTENSION	\$66.12		
142020014 ROBERTSON ROAD TRAIL EXTENSION	\$32.70		
160360009 ROBERTSON ROAD TRAIL EXTENSION	\$264.48		
142020014 ROBERTSON ROAD TRAIL EXTENSION	\$130.80		
	\$494.10	Subtotal for Dept.	Parks

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

WESTERN WATER CONSULTANTS, INC.

\$494.10 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027800 201 SEWER

\$3,404.00

RIN0027800 201 SEWER

(\$340.40)

\$3,063.60 Subtotal for Dept. Sewer

RIN0027800 201 SEWER

(\$2,468.72)

(\$2,468.72) Subtotal for Dept. Waste Water

\$594.88 Subtotal for Vendor

WILLIAM O BOHMAN JR.

RIN0026868 TUITION REIMBURSEMENT

\$357.60

\$357.60 Subtotal for Dept. Fire

\$357.60 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

77852 LEGAL

\$37.00

\$37.00 Subtotal for Dept. Property & Liability Insurance

\$37.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2017-10429 WEST CASPER ZONE II WATER SYST

\$874.05

2017-10429 WEST CASPER ZONE II WATER SYST

\$1,774.58

\$2,648.63 Subtotal for Dept. Water

\$2,648.63 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000089607 BRYAN STOCK TRAIL

\$42.14

\$42.14 Subtotal for Dept. Streets

\$42.14 Subtotal for Vendor

WY. MACHINERY CO.

S06131901 LIGHT MATERIAL 12 YD BUCKET

\$23,837.00

S06131701 066195 FRONT LOADER

\$272,357.00

S06132001 REPLACE 141478 FRONT LOADER

\$266,357.00

W04942202 COMPACTOR REPAIRS

\$21,951.78

R1588403 LOADER RENTAL

\$7,326.45

S06131801 EXCAVATOR BUCKET ATTACHMENT

\$9,495.00

\$601,324.23 Subtotal for Dept. Balefill

S1697101 NEW SNOW PLOW

\$10,514.00

\$10,514.00 Subtotal for Dept. Streets

WO 4968094 UPGRADE TIRES ON LOADER

\$3,829.00

\$3,829.00 Subtotal for Dept. Water

\$615,667.23 Subtotal for Vendor

WY. RETIREMENT SYSTEM-POLICE

141076 CONTRIBUTION 4-2016 TO 3-2017

\$9,002.06

Bills and Claims

City of Casper

21-Jun-17 to 05-Jul-17

WY. RETIREMENT SYSTEM-POLICE

\$9,002.06 Subtotal for Dept. Police

\$9,002.06 Subtotal for Vendor

WYOMEDIA CORP

30320 ADVERTISING

\$126.00

11166 ADVERTISING

\$110.00

\$236.00 Subtotal for Dept. Golf Course

\$236.00 Subtotal for Vendor

WYOMING PRECAST PRODUCTS

776 COMPOST YARD IMPROVEMENTS

\$12,600.00

\$12,600.00 Subtotal for Dept. Balefill

\$12,600.00 Subtotal for Vendor

Grand Total \$2,224,814.26

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 07/05/17

Payroll Disbursements

6/26/17	FIRE PAYROLL	\$	167,370.88
6/26/17	BENEFITS & DEDUCTIONS	\$	27,499.56
6/29/17	CITY PAYROLL	\$	1,117,518.68
6/29/17	BENEFITS & DEDUCTIONS	\$	187,259.53

Total Payroll	\$	<u>1,499,648.65</u>
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Additional Fees

Total Fees	\$	<u>-</u>
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Additional AP

6/15/17	Prewrits - Utility refunds, Petty Cash	\$	2,268.25
6/20/17	Global Spectrum	\$	172,425.50
6/23/17	Transition Fees - Global Spectrum	\$	47,949.51
6/26/17	June Operating Fees - Global Spectrum	\$	73,447.99

Total Additional AP	\$	<u>296,091.25</u>
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June 27, 2017

MEMO TO: J. Carter Napier, City Manager JW

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish the Public Hearing Date for a New Restaurant Liquor License No. 35 for DT Wings & Greens, LLC d/b/a Down Turn Wings & Greens, located at 4035 CY Avenue.

Meeting Type & Date

Regular Council Meeting
July 5, 2017

Action type

Establish Public Hearing for July 18, 2017

Recommendation

That Council, by minute action, establish July 18, 2017 as the Public Hearing date for a new Restaurant Liquor License No. 35 for DT Wings & Greens, LLC, d/b/a Down Turn Wings and Greens, located at 4035 CY Avenue.

Summary

The City of Casper has received an application for a new Restaurant Liquor License No. 35 for DT Wings & Greens, LLC, d/b/a Down Turn Wings and Greens, located at 4035 CY Avenue. This business is located next to Sutherlands.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website (www.casperwy.gov).

Financial Considerations

No Financial Considerations

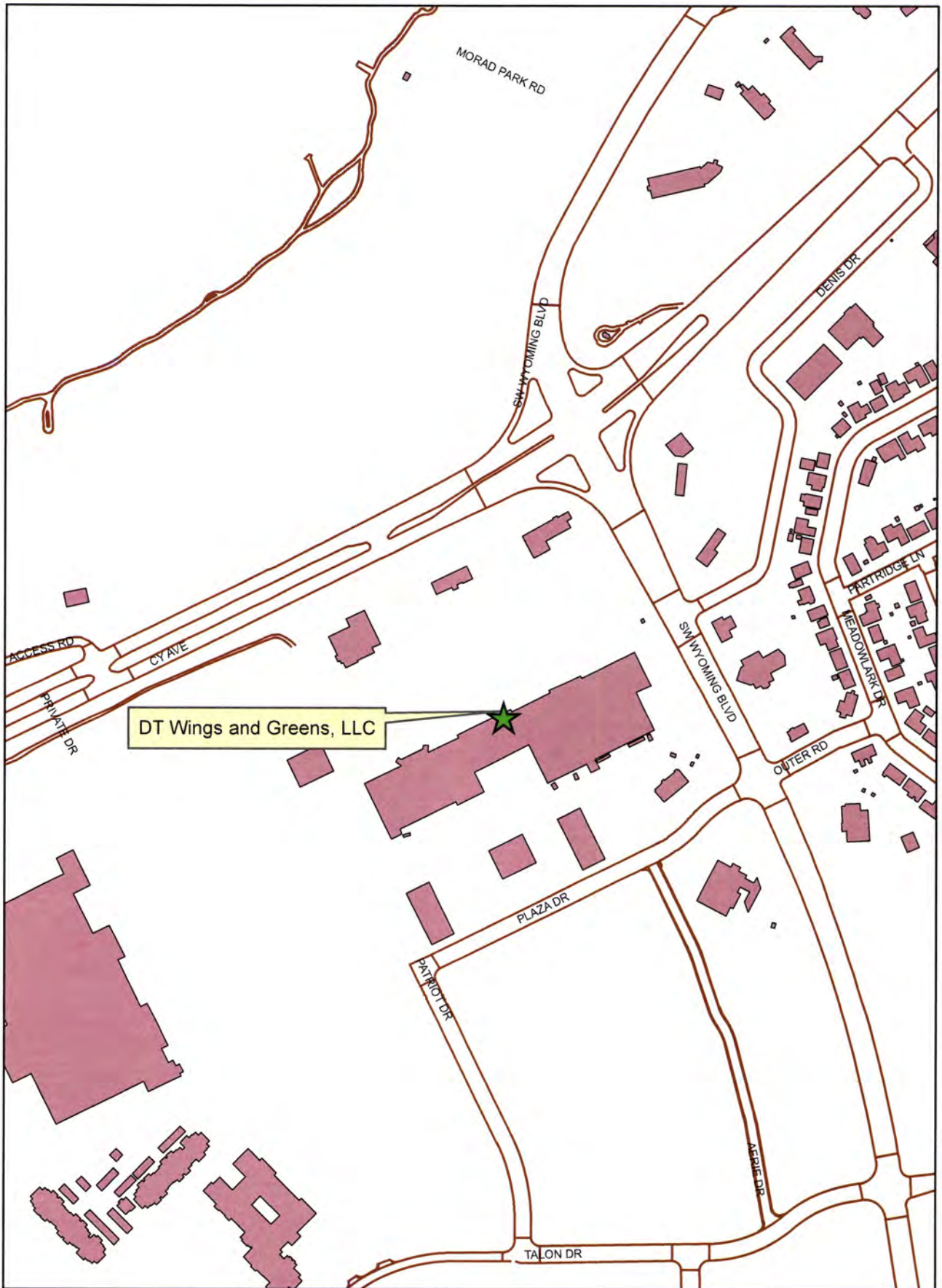
Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

Attachments

Map of location

Proposed New Restaurant Liquor License
DT Wings and Greens, LLC



June 26, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Assistant City Manager & Community Development Director
Craig Collins, AICP, City Planner
Aaron Kloke, Planner I

SUBJECT: Generation Casper Comprehensive Plan Update

Meeting Type & Date: Regular Council Meeting, July 5, 2017.

Action Type: Resolution with a Public Hearing.

Recommendation: That Council, by resolution, approve the Casper Comprehensive Plan Update.

Summary: **Background and Analysis** – Generation Casper, which began approximately one (1) year ago, is an update to the City’s 2000 Comprehensive Plan. This Plan serves as a decision-making guide for the next 10-20 years with regard to future City policies and investments, land use and transportation planning, economic development forecasting, and capital improvement planning. As a policy document, with a focus on land use and transportation, this Plan will help ensure efficient city services, key infrastructure, and managed growth while maintaining Casper’s unique quality of life.

This Plan was intended to be developed for the citizens of Casper and created by the citizens of Casper. Therefore, the process was heavily based on gathering public input and because of these engagement efforts, the Plan serves as a touchstone for future policy decisions. Public outreach efforts are detailed in the “Communication Efforts” section of this report.

The Plan is first and foremost a land use policy document that will help guide future development, public amenities, and infrastructure. The Plan includes specific and detailed visions, principles, and recommendations that are unique to Casper. In addition to a robust public outreach process, extensive data and trend analysis, best practices in city planning, and previously adopted plans also informed the Plan. The recommendations fall under six major themes related to Casper’s character, transportation, economic development, natural assets, urban center, and overall quality of life.

The Plan also includes a Future Land Use Map and Major Streets Plan showing proposed and recommended future land use designations and major street alignments. These technical portions of the Plan will inform staff recommendations and guide Planning & Zoning Commission and City Council considerations regarding annexations, site plans, final plats, and zone changes, among other planning & zoning applications, to ensure cohesion in land use and transportation

infrastructure. To supplement the technical portions of the Plan, the visions, goals, and principles add context when considering these applications, planning related policies, and overall future development.

This document also strives to be implementation driven and provides strategies and a priority list for next step projects, initiatives, and actions. The Plan also establishes performance measurements in relation to future needs and goals to monitor success of future land and transportation development. When it comes to immediate actions for implementation, the Plan focuses on four (4) policy focus areas to begin:

- Reducing infrastructure and long term maintenance costs and impacts to city services;
- Zoning code changes;
- Rethinking infrastructure financing;
- Working with private and public partners.

A Public Draft of the Generation Casper Comprehensive Plan was released to the public on Friday, April 7, marking the beginning of a six (6) week public comment period. Throughout this period, staff attended a community event to promote the Draft, an online survey was provided, and two open houses were held to gather input from the citizens of Casper.

Previous Council/Commission/Board Actions – Throughout this process, at numerous Steering Committee Meetings, and working meetings, Council has been represented by current Councilman Bob Hopkins and former Councilman Stephen Cathey. In addition, Chairman Bob King and former Vice Chairman James Holloway have represented the Planning & Zoning Commission.

At the April 25, 2017 Council Work Session, Kristina Kachur and Megan Moore of Logan Simpson provided an overview of the Public Draft of the Plan.

On June 15, 2017, the Planning & Zoning Commission unanimously approved the update to the Casper Comprehensive Plan.

Communication Efforts – Since June of 2016, staff has managed the following public outreach efforts:

- Nine (9) public meetings such as open houses, workshops, and listening sessions;
- Six (6) surveys;
- Seventeen (17) community events attended, such as Art Walk, Farmer's Market, Back to School Bash, etc.;
- Twenty-five (25) focus groups or group presentations;
- Six (6) steering committee meetings;

- Eleven (11) e-newsletter updates to 750+ contacts;
- One (1) water bill mailing to 22,000+ property owners.
- Each phase of the planning process also involved radio and TV interviews, social media updates, and website updates.

On June 20, 2017, a notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing on July 5, 2017.

Financial Considerations: None

Oversight/Project Responsibility: Aaron Kloke, Planner I is tasked with managing the Casper Comprehensive Plan Update.

Attachments: The Final Draft of the Generation Casper Comprehensive Plan Update Resolution

2017 Generation Casper Comprehensive Plan

RESOLUTION NO.17-129

A RESOLUTION ADOPTING THE 2017 CASPER
COMPREHENSIVE PLAN UPDATE.

WHEREAS, The Casper Comprehensive Plan Update, branded “Generation Casper,” was a one (1) year endeavor to update Casper’s 2000 Comprehensive Plan and will serve as a decision-making guide for the next (10) to twenty (20) years with regard to future City policies and investments, land use and transportation planning, economic development forecasting, and capital improvement planning; and,

WHEREAS, the Comprehensive Plan Update serves as a policy document with a focus on land use and transportation to help ensure efficient city services, key infrastructure, and managed growth while maintaining Casper’s unique quality of life; and,

WHEREAS, the Comprehensive Plan update includes a Future Land Use Map and Major Streets Plan to ensure cohesion in land use and transportation infrastructure; and,

WHEREAS, Section 15-1-503(a) of Wyoming State Statutes grants the governing body the authority to adopt a master plan for the physical development of the municipality; and,

WHEREAS, Section 15-1-504 of the Wyoming State Statutes further defines the purpose of the master plan by stating that the plan shall be made for the general purpose of guiding and accomplishing coordinated, adjusted, and harmonious development of the municipality, which will best promote the general welfare as well as efficiency and economy in the process of development; and,

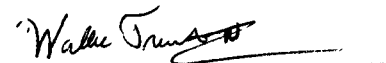
WHEREAS, Section 15-1-508 grants the governing body the permission to make additions to an official map after adopting a major street plan; and,

WHEREAS, after significant public input, the City Council has determined it is in the best interests of the public to adopt said plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper Comprehensive Plan Update is hereby approved.

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

June 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Assistant City Manager/Community Development Director
Craig Collins, AICP, City Planner
SUBJECT: Property Trade between the City and Fire Station Limited Partnership

Meeting Type & Date: Regular Council Meeting, July 5, 2017.

Action Type: Resolution with a Public Hearing.

Recommendation: That Council, by resolution, approve a Real Estate Trade Agreement between the City and Fire Station Limited Partnership, to trade real properties located in Block 1 of the Casper Subdivision; and also, by resolution, approve a Lease Agreement between the City and Fire Station Limited Partnership for the leasing of Lot 8, Block 1, Casper Addition.

Summary: Background and Analysis – The City of Casper has been coordinating with the Downtown Development Authority (DDA) on land assemblage for the proposed downtown plaza project (David Street Station). Fire Station Limited Partnership owns a parking lot which is located just north of the old Fire Station on David Street, described as Lot 39, Block 1, Casper Subdivision. The DDA designed the David Street Station to incorporate Lot 39, and has always assumed that the property would be acquired for their project. Fire Station Limited Partnership is willing to trade Lot 39 for the old Municipal Garage property, owned by the City, immediately adjoining the old Fire Station on its south, and encompassing Lot 34, and the south 9' of Lot 35, Block 1, Casper Subdivision. The existing parking lot on Lot 39 recently appraised for \$52,500, and the old Municipal Garage property recently appraised for \$68,000. As set forth in the Real Estate Trade Agreement, Fire Station Limited Partnership will be paying the City the \$15,500 difference between the appraised values to equalize the trade.

Council is also being asked to review and approve a lease of Lot 8, Block 1, Casper Addition, for off-street parking that will be displaced as a result of the property trade. Lot 8 is located west of the old Fire Station property, with access off of South Ash Street. The Land Trade Agreement is contingent upon the Fire Station Limited Partnership obtaining a parking lease for Lot 8. The subject property is approximately 3,500 square feet in area, and contains fourteen (14) parking spaces. The City will receive \$350 per month in lease revenue, with a two percent (2%) escalation per year thereafter.

Previous Council/Commission/Board Actions – The proposed property trade was discussed at the October 11, 2016 and May 9, 2017 City Council work sessions.

Communication Efforts – Public Notice was published in the Casper Star Tribune on June 24, July 1 and July 3, 2017, advertising the date of public hearing on the proposed land trade.

Financial Considerations: The City will collect \$15,500 in revenue as a part of the land trade; and will collect \$4,200 in lease payments for the first year of the lease, with a two percent (2%) escalation per year thereafter.

Oversight/Project Responsibility: Community Development Department, Liz Becher and Craig Collins.

Attachments:

- Resolution approving Real Estate Trade Agreement
- Real Estate Trade Agreement
- Resolution approving a Parking Space Lease Agreement
- Lease Agreement with Fire Station Limited Partnership for Parking Spaces
- Warranty Deed
- Vicinity Map.



Lot 8, Block 1

To be leased to
Fire Station Limited Partnership

Lot 39, Block 1

Lot 34 & pt 35, Block 1

Legend

Subject Property



NOT TO SCALE

REAL ESTATE TRADE AGREEMENT

This Real Estate Land Trade Agreement is made and entered into this ____ day of _____, 2017, by and between Fire Station Limited Partnership, a Wyoming Limited Partnership, 302 South David Street, #100, Casper, Wyoming 82601 (referred to as “FSLP”); and the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601 (referred to as the “City”). Fire Station Limited Partnership and the City of Casper are collectively referred to as the “Parties.”

RECITALS

Whereas, FSLP, and the City are the respective owners of real property more particularly described in Article I below; and,

Whereas, the Parties desire to trade their respective real properties described in Article I with each other pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows.

ARTICLE I: DESCRIPTION OF PROPERTY

A. FSLP PROPERTY

FSLP is the owner of the real property described as Lot 39, Block 1, in the City of Casper, Natrona County, Wyoming (the “FSLP Property”), which currently has an appraised value of Fifty Two Thousand Five Hundred and no/100ths Dollars (\$52,500).).

B. CITY PROPERTY

The City is the owner of real property described as Lot 34, and the South Nine (9) Feet of Lot 35 in Block 1, Casper Addition to the City of Casper, Natrona County, Wyoming (the “City Property”), which currently has an appraised value of Sixty-eight Thousand and no/100ths Dollars (\$68,000). The City Property includes an old municipal garage (“Garage”), a large portion of which is currently enclosed by a building that extends onto the adjacent Lots 26-33 (“Plains Building”); such adjacent Lots are also

owned by the City. The City Property's appraised value was determined based on the Garage no longer being enclosed by the Plains Building.

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

The FSLP Property has a total appraised value of Fifty Two Thousand Five Hundred and no/100ths Dollars (\$52,500) and the City Property has a total appraised value of Sixty-eight Thousand and no/100ths Dollars (\$68,000). In order to equalize the values of these properties as they are traded between the Parties, the FLSP agrees to pay to the City, at Closing (described below), the sum, in cash, or its equivalent, of Fifteen Thousand Five Hundred and no/100ths Dollars (\$15,500) in full satisfaction for the trade of the real properties between the Parties.

FSLP agrees to pay and be solely responsible for the Title Insurance premium attributable to its real property being conveyed to the City, and for the payment of the respective recording fees for the warranty deed from the City.

The City agrees to pay and be solely responsible for the Title Insurance premiums attributable to the City Property being conveyed to FSLP, and for the recording fees for the warranty deed from FSLP to the City.

The Parties agree that American Title Agency, 315 West 1st Street, Casper, Wyoming 82601 shall act as the "Closing Agent" for this transaction. The Parties agree to equally split the costs of the Closing Agent's fee between them.

The Parties agree to equally split between them the legal publication costs incurred by the City in complying with the public hearing requirements of state law.

Each Party agrees to pay for the costs of recording all instruments as may be necessary to clear the title to each Party's respective real property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEEDS

A. Conveyance

FSLP and the City agree to convey, by warranty deeds, all of their right, title, and interest in their respective real properties described in Article I above to the respective grantee thereof at Closing, free and clear of all liens and encumbrances, except

easements, covenants, and reservations and restrictions of record. The City's conveyance to FSLP by warranty deed shall include a perpetual, non-exclusive, access easement, which shall run with the land and shall provide ingress and egress to Lots 34 through and including 38, Block 1, Casper Addition to the City of Casper, Wyoming ("Lots 34 – 38") over, across and through Lot 7, Block 1, Casper Addition to the City of Casper, Wyoming ("Lot 7") and the alley, owned by the City of Casper, located west of and adjacent to Lots 34 – 38, with a point of access to said alley from South Ash Street over, across, through and including Lot 7. The easement over, across and through said alley will be limited to those portions of the alley from the south boundary of Lot 34 to the north boundary of Lot 38, Block 1, Casper Addition to the City of Casper, Wyoming. The use of this access easement shall not interfere with the parking spaces as they exist as of the date of this Agreement as depicted on Exhibit A attached hereto.

B. Post-Closing

The City hereby acknowledges and agrees it is the intention of the Parties that, following this transaction, FSLP shall own all right, title and interest to the Garage and all the land underneath the Garage. As the Garage is currently partially enclosed by the Plains Building, a survey of the Garage's exact location is unable to be completed at present. Following the demolition of the portion of the Plains Building surrounding the Garage and when it is possible to prepare a survey of the Garage's location, FSLP may, at its sole cost and discretion, obtain a survey to plot the Garage's location ("Survey"). If the Survey determines that the Garage extends into Lot 33, then, upon presentment of the Survey to the City, the City shall immediately, via warranty deed and without additional consideration, transfer all right, title and interest in the portion of Lot 33 to FLSP upon which the Garage encroaches, and (if applicable) any portion necessary for setback in compliance with the City Municipal Code, such that FSLP owns the entire Garage and all land thereunder.

ARTICLE IV: TAXES AND INSURANCE

Each Party hereby agrees to pay all of the 2016 and prior general real estate and personal property taxes levied against each Party's respective real property described in

Article I above, and any special assessments levied against said real property prior to the closing of this Agreement.

The 2017 general real estate and personal property taxes levied against the real property described and set forth in Article I shall be prorated between the respective grantor and grantee thereof from January 1, 2017 to the date of Closing, and if the amount of such taxes are not ascertainable by the date of Closing, the proration shall be based upon the tax levied for the 2016 tax year.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Each Party shall have possession of the real property being conveyed to as described and set forth in Article I at the date and time of Closing of this Agreement.

The Parties agree and understand that risk of loss of each Party's real property described in Article I above shall pass to the grantee thereof at Closing.

The Parties agree that the transaction contemplated by this Agreement shall be Closed on the 7th day of July, 2017, at 9:30am MDT at the office of American Title Agency, 315 West 1st Street, , or such other place or time as agreed to in writing between the Parties ("**Closing**"), unless extended in writing by the Parties.

ARTICLE VI: TITLE INSURANCE

Each Party (as Grantor) agrees to furnish to the grantee of each of said Party's real property, at each conveying Party's respective expense, a current commitment for an owner's title insurance policy through American Title Agency, 315 West 1st Street, Casper, Wyoming 82601 in an amount equal to the appraised value for each Party's real property as described and set forth in Article I above, showing merchantable title in each Party that is being traded to the other Party. Each Party agrees to deliver their respective title insurance commitments to their respective grantee thereof at least seven (7) days prior to Closing and time, and to further deliver the title insurance policies thereof to each other without unreasonable delay after Closing.

Title to the respective tracts of real property being traded under this Agreement shall be merchantable in the Grantor thereof. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by the Grantee thereof to the Grantor within the time herein provided for delivery of deed and shall not be rendered merchantable within 30 days after such written notice, then this Agreement, at the option of the Grantee giving such notice, may be specifically enforced or may be declared void and of no effect, and each Party hereto shall be released from all obligations hereunder and any payments made hereunder shall be returned to the paying Party. **PROVIDED, HOWEVER,** that in lieu of correcting such defects, the Grantor may, at its sole cost and expense, within said 30 days, obtain a commitment for an owner's title insurance policy reflecting title insurance protection in regard to any such defect(s), and the Grantee giving notice of any such defect may elect to accept the then existing title insurance in lieu of such merchantable title, in which case the Grantee shall be deemed to have waived such defect.

ARTICLE VII: WARRANTIES

Each Party hereto hereby states that they have personally inspected the premises and the real property being traded to them pursuant to this Agreement, including all improvements, attachments, and fixtures thereof, and each Party hereby enters into this Agreement solely upon the basis of their respective visual inspection and investigation of said premises. Each Party hereby states that they are not relying upon any representation of warranty made by any other Party or any agent of thereof, other than as is set forth in this Agreement. Each Party to this Agreement states that they are accepting the real property, improvements, and fixtures contained thereon "AS IS" from the transferring Party as the grantor thereof.

FSLP specifically acknowledges that it is aware that the Garage contains asbestos, which FLSP agrees it will abate at its sole and separate expense. **NEITHER OF THE PARTIES TO THIS AGREEMENT MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING TRADED TO THE OTHER PARTY HEREOF PURSUANT**

TO THIS AGREEMENT EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE.

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

ARTICLE IX: RISK OF LOSS

Risk of loss shall remain with each Party until such Party delivers their respective warranty deed to the respective Grantee thereof at Closing, at which time the risk of loss of the real property being traded under this Agreement shall pass to Party taking title thereof.

In the event any of the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Party owning said real property shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the option of the other Party. In the event the Parties elect to carry out this Agreement despite such damage, the Party taking title to such damaged property shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: CONTRACT CONTINGENCIES

The Parties understand that the City must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes before the City can trade its real property under this Agreement. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void.

This Agreement and the Closing thereof is further contingent upon the Parties entering into a lease agreement, for the leasing by FLSP from the City, Lot 8, Block 1, in the City of Casper, Wyoming for use by FLSP for parking. In the event the Parties are unable to, or otherwise fail to fully execute such lease on or before the Closing, this Agreement may be declared null and void in writing by FLSP prior to its Closing, and each Party shall be released from all duties and responsibilities under this Agreement.

ARTICLE XI: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby states that he/she has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of any Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the trade of the real property described in Article I above are hereby contained, set forth and merged in this Agreement.

This Agreement shall inure to the benefit of and be binding upon the Parties' respective grantees, successors in interest and assigns.

This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction, including, but not limited to properly executed lien or mortgage releases, deeds, and W-9 forms.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated

and set forth above, or at such other address specified in writing by either Party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

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.

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.

ARTICLE XII: CONSTRUCTION AND ACCESS DURING CONSTRUCTION

A. City's Demolition of Plains Building

Within eight (8) months of Closing, except for weather delays, acts of God, and other unforeseeable demolition delays, the City shall, at its sole cost and expense, demolish the Plains Building (including the portion of the building located on Lot 34 and surrounding and enclosing the Garage) and remove all building debris from City of Casper, Block 1, Lot 32 and Lot 33 ("**Building Demolition**"). As necessary, the Building Demolition shall include asbestos abatement at the City's sole cost and expense.

FSLP hereby acknowledges and agrees the City will have to bid the Building Demolition in accordance with Wyoming law and the City shall have the sole discretion in choosing and directing the "**Contractor**" for the Building Demolition. The bid for Building Demolition and the final contract between the City and the Contractor shall include all of the following requirements, terms and conditions:

- i) The Contractor shall carry Worker's Compensation through the State of Wyoming and in accordance with the Wyoming Worker's Compensation Act. Alternatively, the Contractor may carry Employer's Liability Insurance with limits of not less than US\$1,000,000 per accident. Contractor shall provide FSLP with proof of the insurance required and described herein.

- ii) Comprehensive/Commercial General Liability Insurance ALL RISK POLICY INCLUDING CONTRACTUAL LIABILITY, with minimum limits of liability for injury, death, or property damage of US\$2,000,000 combined single limit per occurrence; such policy shall not list any exclusions or omissions that would prevent damage to the Garage by the Contractor from being covered under the policy.
- iii) FSLP shall be listed as an additional insured on the Contractor's Comprehensive/Commercial General Liability Insurance and the Contractor shall provide FSLP with a certificate of insurance showing the policy limits and listing FSLP as an additional insured. The limits and coverages of the insurance obtained by Contractor shall in no way limit the liabilities or obligations assumed by Contractor. Contractor's Comprehensive/Commercial General Liability Insurance policy shall contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against the FSLP and Contractor hereby waives subrogation against FSLP as to the coverage carried by the Contractor with respect to the Building Demolition.
 - iv) Contractor shall take all reasonable safety and other necessary precautions to prevent bodily injury and damage to the Garage resulting from the Building Demolition. Contractor shall indemnify, defend, hold harmless and release FSLP from and against any and all loss, cost, damage or expense of every kind and nature (including, without limitation, fines, penalties, remedial obligations, court costs and expenses and reasonable attorney fees, including attorney fees incurred in the enforcement of this indemnity clause (collectively "**Indemnifiable Claims**")) arising out of:
 - i) bodily injury (including sickness to or death of persons and losses therefrom to relatives or dependents); or
 - ii) property damage including property damage to the Garage or any other property owned by FSLP including the fire station building located on City of Casper, Block 1, Lots 35 and 36, if such bodily injury or property damage is alleged to have been or is, in any manner, caused by, directly or indirectly resulting from, incident to, connected with or arising out of the Building Demolition.
 - v) FSLP is and shall be an intended third party beneficiary under the contract for Building Demolition by and between the City and Contractor; and a fully executed copy of the contract shall be provided to FSLP.
 - vi) Demolition and removal of debris from Lots 32, 33 and 34 shall be completed by March 9, 2018, except for weather delays, acts of God, and other unforeseeable demolition delays.
 - vii) The City and Contractor shall provide copies of all notices required under the contract to:

Fire Station Limited Partnership
3911 Otter
Casper, Wyoming 82604
Attn: Philip Schmidt

With a copy to (such copy shall not constitute notice):
Welborn Sullivan Meck & Tooley, P.C.
159 North Wolcott, Suite 220
Casper, WY 82601
Attn: Jennifer McDowell
Kenneth Barbe

Specifically, but without limitation and regardless of whether required by the contract, FSLP shall be provided timely notification concerning any and all claims (including indemnity claims and/or insurance claims) by the City, the Contractor or a third party; demolition delays caused by weather, acts of God or other unforeseeable delays; and damage, loss, injury, impairment or destruction of the Garage or FSLP's property.

B. FSLP's Construction and Remodeling of Garage

FSLP shall be solely responsible for all construction and remodeling of the Garage excluding demolition of the portion of the Plains Building located on City of Casper, Block 1, Lot 34. During FSLP's remodeling and construction of the Garage, FSLP may traverse and use City of Casper, Block 1, Lot 33 in order to complete such remodeling and construction; such use may include, without limitation, equipment and personnel accessing the south wall or roof of the Garage from Lot 33 in order to repair, reconstruct and remodel the Garage. FSLP shall indemnify, defend, hold harmless and release the City from and against any and all Indemnifiable Claims arising out of: i) bodily injury (including sickness to or death of persons and losses therefrom to relatives or dependents); or ii) property damage to property owned by the City (including Lot 33); or iii) property damage to the Garage; if such bodily injury or property damage is alleged to have been or is, in any manner, caused by, directly or indirectly resulting from, incident to, connected with or arising out of the construction and remodeling of the Garage.

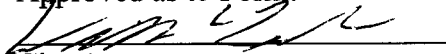
FSLP may permanently lower or eliminate the curb along David Street on City of Casper, Block 1, Lot 34 in order to allow ingress and egress to and from the Garage from David Street. The City and FSLP shall endeavor to work together to the extent reasonably necessary to complete the Building Demolition and Garage reconstruction and remodeling.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below.

**FIRE STATION LIMITED
PARTNERSHIP, A Wyoming
Limited Partnership:**
By: Phirehouse Deux, LLC
its General Partner

By: 
Philip Schmidt, Manager

Approved as to Form:


City Attorney

**CITY OF CASPER, WYOMING,
A Municipal Corporation:**

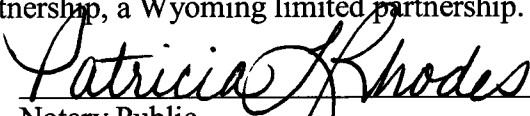
By: _____
Kenyne Humphrey, Mayor

Attest:

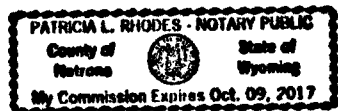
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me on the 27 day of June, 2017, by Philip Schmidt acting in his capacity as a Manager of Phirehouse Deux, LLC, a Wyoming close limited liability company, in its capacity as the General Partner of Fire Station Limited Partnership, a Wyoming limited partnership.


Notary Public

My commission expires: 10/9/17



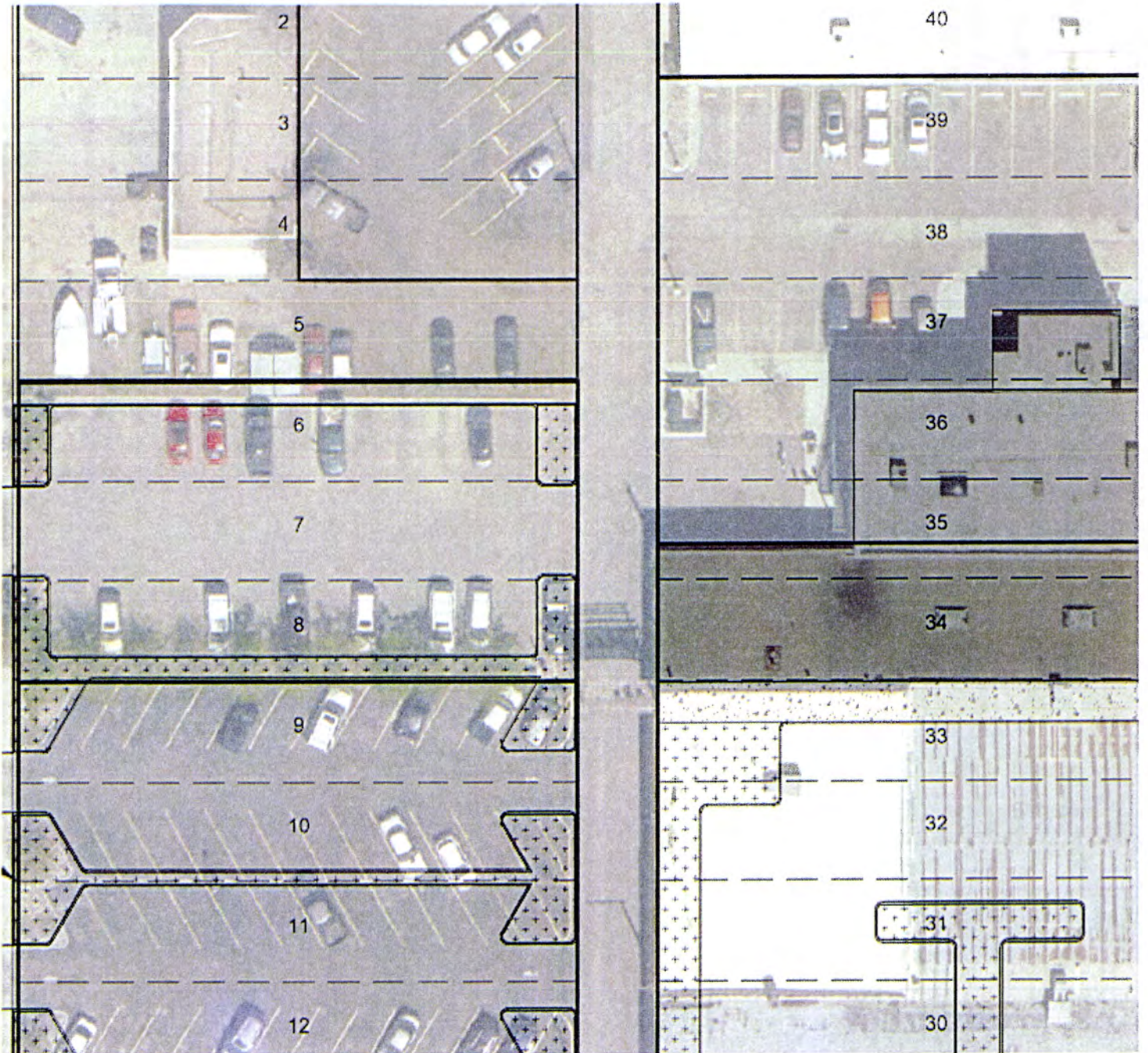


Exhibit A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, as “Grantor,” for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to Fire Station Limited Partnership, a Wyoming limited partnership, 302 South David Street, #100, Casper, Wyoming 82601, as “Grantee,” the following described real estate situated in the County of Natrona and State of Wyoming, to-wit:

Lot 34, and the South Nine (9) Feet of Lot 35 in Block 1, in the City of Casper, Natrona County, Wyoming, as per Plat recorded February 7, 1899, in Book E of Deeds, Page 151, together with:

a perpetual, non-exclusive, access easement, which shall run with the land and shall provide ingress and egress to Lots 34 through and including 38, Block 1, Casper Addition to the City of Casper, Wyoming (“Lots 34 – 38”) over, across and through Lot 7, Block 1, Casper Addition to the City of Casper, Wyoming (“Lot 7”) and the alley, owned by the City of Casper, located west of and adjacent to Lots 34 – 38, with a point of access to said alley from South Ash Street over, across, through and including Lot 7. The easement over, across and through said alley will be limited to those portions of the alley from the south boundary of Lot 34 to the north boundary of Lot 38, Block 1, Casper Addition to the City of Casper, Wyoming. (A depiction illustrating the location of the easement is attached hereto as Exhibit A.) The use of this access easement shall not interfere with the parking spaces as they exist as of the date of this Warranty Deed as depicted on Exhibit A.

Said parcel being subject to any and all easements, covenants, reservations and restrictions of record.

Dated this ____ day of _____, 2017.

THE CITY OF CASPER, WYOMING,
a Wyoming municipal corporation::

By: _____
Kenyne Humphrey, Mayor

Attest:

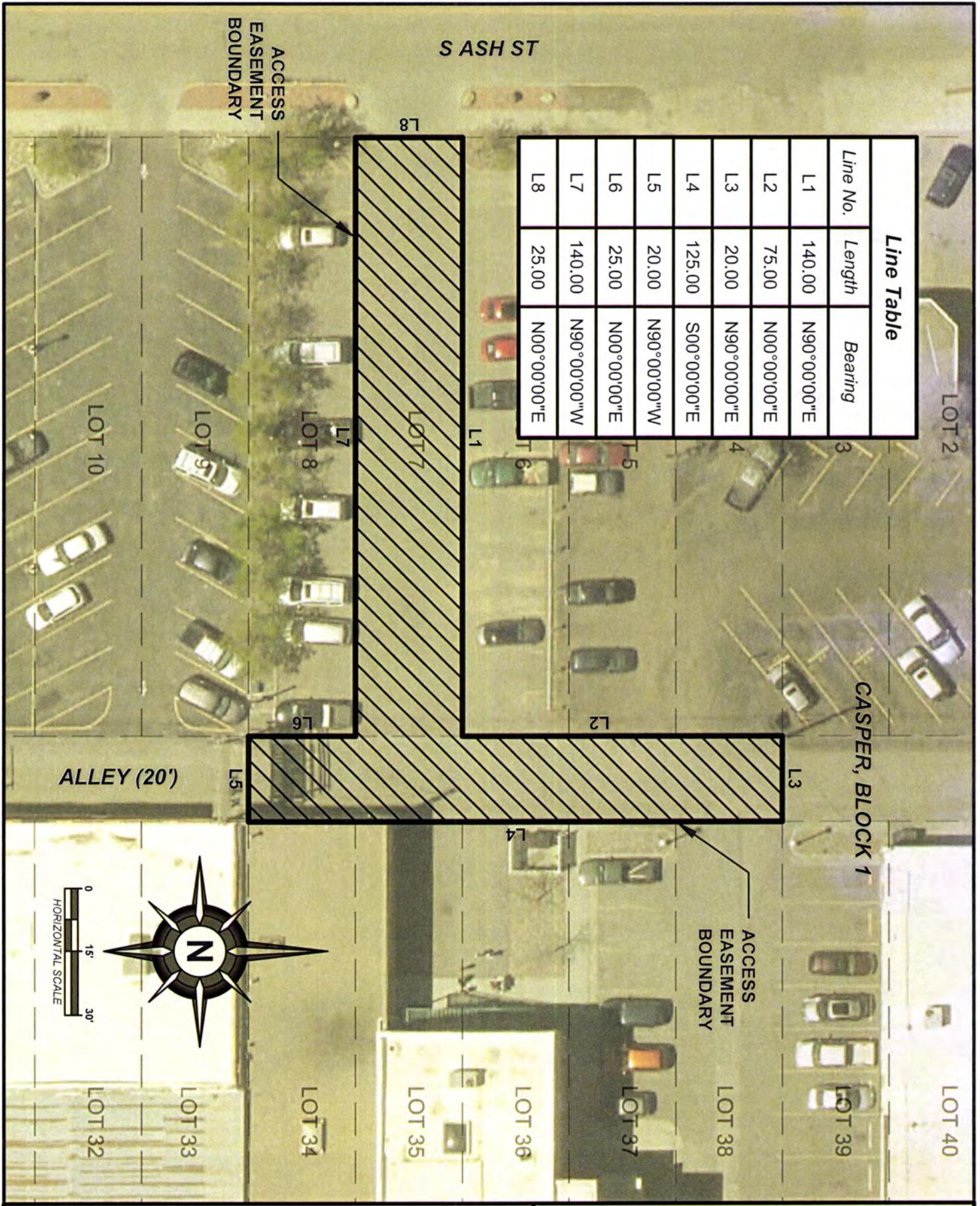
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation as Grantor.

NOTARY PUBLIC

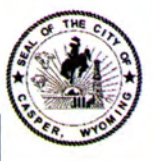
My commission expires: _____



Line Table		
Line No.	Length	Bearing
L1	140.00	N90°00'00"E
L2	75.00	N00°00'00"E
L3	20.00	N90°00'00"E
L4	125.00	S00°00'00"E
L5	20.00	N90°00'00"W
L6	25.00	N00°00'00"E
L7	140.00	N90°00'00"W
L8	25.00	N00°00'00"E

**OLD YELLOWSTONE DISTRICT
CASPER, BLOCK 1, LOT 7 & ADJOINING ALLEY
ACCESS EASEMENT EXHIBIT "A"**

**CITY OF CASPER COMMUNITY DEVELOPMENT
200 N. DAVID STREET
CASPER, WY 82609**

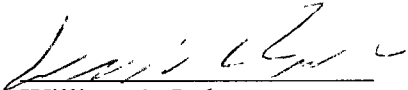


PREPARED BY: SWC; DATE: 6/23/2017
FILE: Projects\2017\20170069-OYD\data\dwg\AccessEasementExhibitA.dwg

APPROVAL AS TO FORM

I have reviewed the *Warranty Deed Between the City of Casper and Fire Station Limited Partnership*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 26, 2017.

A handwritten signature in black ink, appearing to read "William C. Luben", written over a horizontal line.

William C. Luben
City Attorney

RESOLUTION NO.17-130

A RESOLUTION AUTHORIZING A REAL ESTATE TRADE AGREEMENT AND OTHER NECESSARY DOCUMENTS FOR THE TRADE OF CITY-OWNED PROPERTY WITH PROPERTY OWNED BY FIRE STATION LIMITED PARTNERSHIP

WHEREAS, the City of Casper (“City”) desires to trade real property owned by the City with real property owned by Fire Station Limited Partnership; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-112(b), a public hearing has been held on July 5, 2017, for consideration of the trade of the real properties between the parties described above, with notice thereof having been published pursuant to law; and,

WHEREAS, a “Real Estate Trade Agreement” (“Agreement”) for the trade of the real properties between the above-described parties has been prepared, and the Casper City Council finds that said Agreement, and the terms and conditions thereof, should be approved; and,

WHEREAS, the Casper City Council finds that the proposed warranty deed for the transfer of the City’s real property pursuant to the Agreement should be approved and executed by the City of Casper, said deed to be delivered at the closing of this real estate transaction; and,

WHEREAS, the City Attorney, or his designee, should be appointed and granted authority to close the above-described Agreement, as well as the authority to execute all necessary documents at the closing thereof.

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 Real Estate Trade Agreement between the City of Casper, Wyoming, and Fire Station Limited Partnership for the trade of real properties between said parties as delineated and set forth therein.

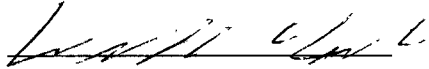
BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a warranty deed transferring to Fire Station Limited Partnership the real property as set forth in the above-described Real Estate Trade Agreement.

BE IT FURTHER RESOLVED: That the warranty deed the City of Casper is to receive from Fire Station Limited Partnership at the closing of the Real Estate Trade Agreement is hereby accepted, contingent upon the closing of the Real Estate Trade Agreement and the delivery of said deed to the City and the recording thereof.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the Real Estate Trade Agreement, and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Humphrey
Mayor

June 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Assistant City Manager/Community Development Director
Craig Collins, AICP, City Planner
SUBJECT: Property Trade between the City and Fire Station Limited Partnership

Meeting Type & Date: Regular Council Meeting, July 5, 2017.

Action Type: Resolution with a Public Hearing.

Recommendation: That Council, by resolution, approve a Real Estate Trade Agreement between the City and Fire Station Limited Partnership, to trade real properties located in Block 1 of the Casper Subdivision; and also, by resolution, approve a Lease Agreement between the City and Fire Station Limited Partnership for the leasing of Lot 8, Block 1, Casper Addition.

Summary: Background and Analysis – The City of Casper has been coordinating with the Downtown Development Authority (DDA) on land assemblage for the proposed downtown plaza project (David Street Station). Fire Station Limited Partnership owns a parking lot which is located just north of the old Fire Station on David Street, described as Lot 39, Block 1, Casper Subdivision. The DDA designed the David Street Station to incorporate Lot 39, and has always assumed that the property would be acquired for their project. Fire Station Limited Partnership is willing to trade Lot 39 for the old Municipal Garage property, owned by the City, immediately adjoining the old Fire Station on its south, and encompassing Lot 34, and the south 9' of Lot 35, Block 1, Casper Subdivision. The existing parking lot on Lot 39 recently appraised for \$52,500, and the old Municipal Garage property recently appraised for \$68,000. As set forth in the Real Estate Trade Agreement, Fire Station Limited Partnership will be paying the City the \$15,500 difference between the appraised values to equalize the trade.

Council is also being asked to review and approve a lease of Lot 8, Block 1, Casper Addition, for off-street parking that will be displaced as a result of the property trade. Lot 8 is located west of the old Fire Station property, with access off of South Ash Street. The Land Trade Agreement is contingent upon the Fire Station Limited Partnership obtaining a parking lease for Lot 8. The subject property is approximately 3,500 square feet in area, and contains fourteen (14) parking spaces. The City will receive \$350 per month in lease revenue, with a two percent (2%) escalation per year thereafter.

Previous Council/Commission/Board Actions – The proposed property trade was discussed at the October 11, 2016 and May 9, 2017 City Council work sessions.

Communication Efforts – Public Notice was published in the Casper Star Tribune on June 24, July 1 and July 3, 2017, advertising the date of public hearing on the proposed land trade.

Financial Considerations: The City will collect \$15,500 in revenue as a part of the land trade; and will collect \$4,200 in lease payments for the first year of the lease, with a two percent (2%) escalation per year thereafter.

Oversight/Project Responsibility: Community Development Department, Liz Becher and Craig Collins.

Attachments:

- Resolution approving Real Estate Trade Agreement
- Real Estate Trade Agreement
- Resolution approving a Parking Space Lease Agreement
- Lease Agreement with Fire Station Limited Partnership for Parking Spaces
- Warranty Deed
- Vicinity Map.

FIRE STATION LIMITED PARTNERSHIP PARKING SPACE LEASE

THIS “LEASE” is entered into this _____ day of _____, 2017, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as the “Lessor,” and Fire Station Limited Partnership, a Wyoming Limited Partnership, 302 South David Street, #100, Casper, Wyoming 8260, hereinafter referred to as the “Lessee.” The Lessor and the Lessee may collectively be referred to as the “Parties.”

RECITALS

WHEREAS, The Lessor and the Lessee have entered into a “**Land Trade Agreement**” dated July 5, 2017 (The “**Agreement**”), wherein the Lessor and the Lessee are trading real property between them, said Agreement being incorporated herein at this point as if fully set forth;

WHEREAS, to the extent that any capitalized term in this Lease is not defined herein, such term shall have the definition as provided in the Agreement and,

WHEREAS, in order to facilitate the land trade between the Parties, the Lessee needs to lease a parking lot and its respective fourteen (14) parking spaces from the Lessor, being Lot 8, Block 1, in the City of Casper, Natrona County, Wyoming under the terms and conditions of this Lease; and,

WHEREAS, the Lessor intends to lease to the Lessee the above described parking lot pursuant to this Lease Agreement, which leasing shall be contingent upon the Closing of the transaction described in the Agreement with each Party transferring the title to their respective real property to the other Party by a warranty deeds at the closing thereof, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions and reservations of record.

1. INCORPORATION OF RECITALS:

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

2. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, the following-described property (the Leased Premises), to-wit:

Lot 8, Block 1, in the City of Casper, Wyoming

Fire Station Limited Partnership
Parking Space Lease

Lessor hereby grants to the Lessee a non-exclusive access easement over and across Lot 7, Block 1, in the City of Casper, Wyoming during the term of this Lease. Lessee agrees and understands that this easement grants access, which will be shared with the public including users of Lots 6, 7, and 8 Block 1, in the City of Casper, Wyoming.

3. LEASE TERM:

The “**Term**” of this Lease shall be for a period of twenty (20) years, commencing on the date of the Closing of the Agreement and the transfer of the real property titles between the Parties as set forth therein. This Lease shall terminate, and be of no further force or effect between the Parties at midnight on the same day of the Closing of the Agreement in the year 2037.

PROVIDED HOWEVER, this Lease is contingent upon the Parties Closing the Agreement with each Party transferring the title to their respective real property to the other Party by a warranty deeds at the Closing thereof, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions and reservations of record. In the event the Agreement is not closed by the Parties, then, in that event, this Lease shall be null and void *ab initio* and without effect between the Parties.

4. RENT:

Lessee shall pay to Lessor “**Rent**” in the total sum of Three Hundred and Fifty Dollars (\$350.00) per month as rent for the fourteen (14) parking spaces described above (\$25.00 per space), payable in advance, on or before the 1st day of each month of the Term of this Lease. The first payment of the monthly rental shall be due and payable to the Lessor on or before the first day of the month next following the Closing of the Agreement. Lessee may prepay the monthly rental. The first “**Annual Term**” of this Lease shall be the calendar period from the date of the Closing of the Agreement, with each Annual Term thereafter being the same calendar period for each year of the remaining term of this Lease. It is anticipated that the Parties will Close the Agreement on July 9, 2018 which would then result in the first annual term of this Lease being the period from July 9, 2017 through July 8, 2018. If the Agreement closes such that the first day of the Term does not fall on the 1st day of the month, the first and last Rent payments shall be pro-rated based on the number of lease days in the month. The pro-rated Rent for the first month shall be due with the first full month’s Rent payment; and the pro-rated Rent for the last month shall be due with the last full month’s Rent payment

After the first Annual Term of this Lease, the Monthly Rental shall be increased by two

percent (2%) for each Annual Term of this Lease thereafter as follows:

<u>ANNUAL TERM</u>	<u>MONTHLY RENTAL DUE</u>
7/9/18 – 7/8/19	\$357.00
7/9/19 – 7/8/20	\$364.14
7/9/20 – 7/8/21	\$371.42
7/9/21 – 7/8/22	\$378.85
7/9/22 – 7/8/23	\$386.43
7/9/23 – 7/8/24	\$394.16
7/9/24 – 7/8/25	\$402.04
7/9/25 – 7/8/26	\$410.08
7/9/26 – 7/8/27	\$418.28
7/9/27 – 7/8/28	\$426.65
7/9/28 – 7/8/29	\$435.18
7/9/29 – 7/8/30	\$443.88
7/9/30 – 7/8/31	\$452.76
7/9/31 – 7/8/32	\$461.82
7/9/32 – 7/8/33	\$471.06
7/9/33 – 7/8/34	\$480.48
7/9/34 – 7/8/35	\$490.09
7/9/35 – 7/8/36	\$499.89
7/9/36 – 7/8/37	\$509.89

Rent shall be paid by the Lessee to the Lessor at the Lessor’s following address, or such other address as the Lessor, may, from time to time notify the Lessee in writing:

City Clerk’s Office
City Hall
200 N. David
Casper, WY 82601

5. PURPOSE AND SIGNAGE:

The Leased Premises is exclusively let to Lessee for the sole and only purpose of vehicular parking during the hours between 7:00 AM to 6:00 PM, Monday through Friday of each week (“**Restricted Hours**”). During construction and remodeling of the Garage described in the Agreement, Lessee and its contractors may use the Leased Premises for performance of services relating to such construction and for storage of equipment, materials and supplies, such storage rights shall include the right to overnight storage of equipment, materials and supplies, which storage is restricted to the parking spaces in such a manner as to not interfere with the public use of Lot 7 for access to the

Fire Station Limited Partnership
Parking Space Lease

adjacent Lots 6 and 8 and alley. The Lessee shall have non-exclusive use of the Leased Premises from 6:00 PM to 7:00 AM, Monday through Friday and on Saturdays, Sundays, or legal holidays (“**Non-Restricted Hours**”) and Lessor, and the public shall also have use of the Leased Premises during the Non-Restricted Hours.

Lessor shall display signage indicating that the parking is reserved during the restricted Hours and that un-authorized vehicles may be towed at the vehicle owner’s expense. Both the Lessee and Lessor shall have the right to tow unauthorized vehicles.

6. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor, which in no event shall be less than the then fair market value thereof. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

Lessee may procure and maintain, at its cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

7. TERMINATION:

Lessee may terminate this Lease Agreement at any time and without cause, provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessee may partially terminate the number of parking spaces leased pursuant to this Lease. Lessee shall provide proper notice of any partial termination and may only terminate the Lease of seven (7) or less parking spaces in the aggregate. If the Lessee desires to terminate the Lease with respect to 8 or more parking spaces in the aggregate, Lessee must terminate the entire Lease. In the event the Lease is partially terminated, the Rent shall be reduced as applicable.

Lessor shall not have the right to terminate this Lease except upon the default by the Lessee of any of the terms or conditions of this Lease.

8. WAIVER:

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

9. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. **PROVIDED HOWEVER**, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and

Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this Lease shall constitute cause for termination under this clause.

10. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of: 1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned) shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

11. SUBLEASE OR ASSIGNMENT:

The terms and conditions of this Lease shall be binding upon the Parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. **PROVIDED HOWEVER** Lessee shall not sell or assign this Lease, any interest in or to the parking spaces described herein, or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor. Regardless of the foregoing, the Lessor hereby acknowledges and consents to the Lessee's sublease of parking spaces, and the rights under this Lease thereto, to the Lessee's tenants of the building located at 302 South David, Casper, WY 82601.

12. ALTERATIONS:

The Lessee shall not alter or make improvements to the Leased Premises without the written consent of the Lessor.

13. MAINTENANCE AND REPAIR:

The Lessor shall be responsible for all maintenance and repair of the Leased Premises at its sole cost and expense including, without limitation: the timely removal of snow; timely disposal of any debris and waste containers; and continual trimming of trees and other plants.

14. NUISANCE:

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State grade, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

15. INDEMNIFICATION/IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The Lessee hereby agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's use of the Leased Premises for which the Lessor has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.* as it may be amended.

The Lessor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 *et seq.*, and specifically

reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. MISCELLANEOUS COVENANTS:

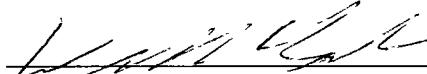
- 16.1. Lessee agrees that it has examined the Leased Premises and accepts the same in its present condition.
- 16.2. Lessee will allow no liens to be placed upon the Leased Premises.
- 16.3. Lessee shall comply with local, State, and Federal regulations.
- 16.4. Lessor shall have access to the Leased Premises at all times for the purposes of inspection and repair.
- 16.5. Authorized representatives of the Lessor shall have access to the Leased Premises for the purpose of servicing the utilities which may be situated on the Leased Premises. Lessor further reserves the right to add or place additional utilities in the Leased Premises at any time, provided that such additional utilities do not interfere with the Lessee's use of the surface of the Leased Premises. Lessee agrees to work in good faith with the City of Casper, Wyoming to work out arrangements for alternative parking during any construction time as may be necessary for the installation of any such utilities.
- 16.6. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the City.
- 16.7. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby.
- 16.8. This Lease sets forth the entire understanding of the Parties, and no amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 16.9. This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 16.10. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees

Fire Station Limited Partnership
Parking Space Lease

16.11 A copy of this Lease may be recorded in the real property records of the County of Natrona, State of Wyoming by either Party.

EXECUTED by the Parties hereto on the day and year first above written.

APPROVED AS TO FORM:



City Attorney

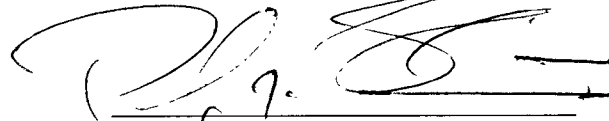
ATTEST:

Tracey L. Belser
City Clerk

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

LESSEE:
FIRE STATION LIMITED
PARTNERSHIP, a
Wyoming Limited Partnership
By: Phirehouse Deux, LLC
Its General Partner



By: Philip Schmidt, Manager

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by KENYNE HUMPHREY, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this 23rd day of June, 2017 by Philip Schmidt acting in his capacity as a Manager of Phirehouse Deux, LLC, a Wyoming close limited liability company, in its capacity as the General Partner of Fire Station Limited Partnership, a Wyoming limited partnership, on its behalf as Lessee.

Patricia Rush
NOTARY PUBLIC

My commission expires: 5-13-19.



Fire Station Limited Partnership
Parking Space Lease

RESOLUTION NO. 17-131

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND FIRE STATION LIMITED PARTNERSHIP FOR THE LEASING OF LOT 8, BLOCK 1, IN THE CITY OF CASPER, WYOMING

WHEREAS, the City of Casper ("City") owns Lot 8, Block 1, City of Casper, Wyoming ("Lot 8"), which is used for parking; and,

WHEREAS, Fire Station Limited Partnership (the "Partnership") has agreed to trade Lot 39, Block 1, in the City of Casper, Wyoming owned by it for Lot 34, and the South Nine (9) Feet of Lot 35, Block 1, in the City of Casper, Wyoming owned by the City pursuant to a Real Estate Land Trade Agreement, the approval of which is scheduled for a public hearing before the Casper City Council at its regular meeting scheduled for July 5, 3017; and,

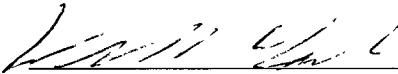
WHEREAS, The Partnership will be losing parking for its customers by reason of the land trade, and the Land Trade Agreement is contingent upon the Partnership obtaining a parking space lease for lot 8 for its customers; and,

WHEREAS, the City and the Partnership have negotiated a parking space lease for Lot 8, captioned the "Fire Station Limited Partnership Parking Space Lease," which the Casper City Council finds should be approved.

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 "Fire Station Limited Partnership Parking Space Lease" between the City of Casper and Fire Station Limited Partnership for the leasing of Lot 8, Block 1, City of Casper, Wyoming under the terms and conditions set forth in said lease.

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

June 27, 2017

MEMO TO: J. Carter Napier, City Manager ^{JCN}

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Public Hearing for a New Restaurant Liquor License No. 34 New Chopstix Asian Bistro Casper, Inc. d/b/a New Chopstix Asian Bistro Casper, Inc. located at 1937 East 2nd Street.

Meeting Type & Date

Regular Council Meeting
July 5, 2017

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc., d/b/a New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2nd Street.

Summary

The City of Casper has received an application for a new Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc., d/b/a New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2nd Street. Previously, a restaurant liquor license was located at this address and was up for renewal for the Liquor License period 2017-2018. However, the owners at this time decided not to renew it.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

No Financial Considerations

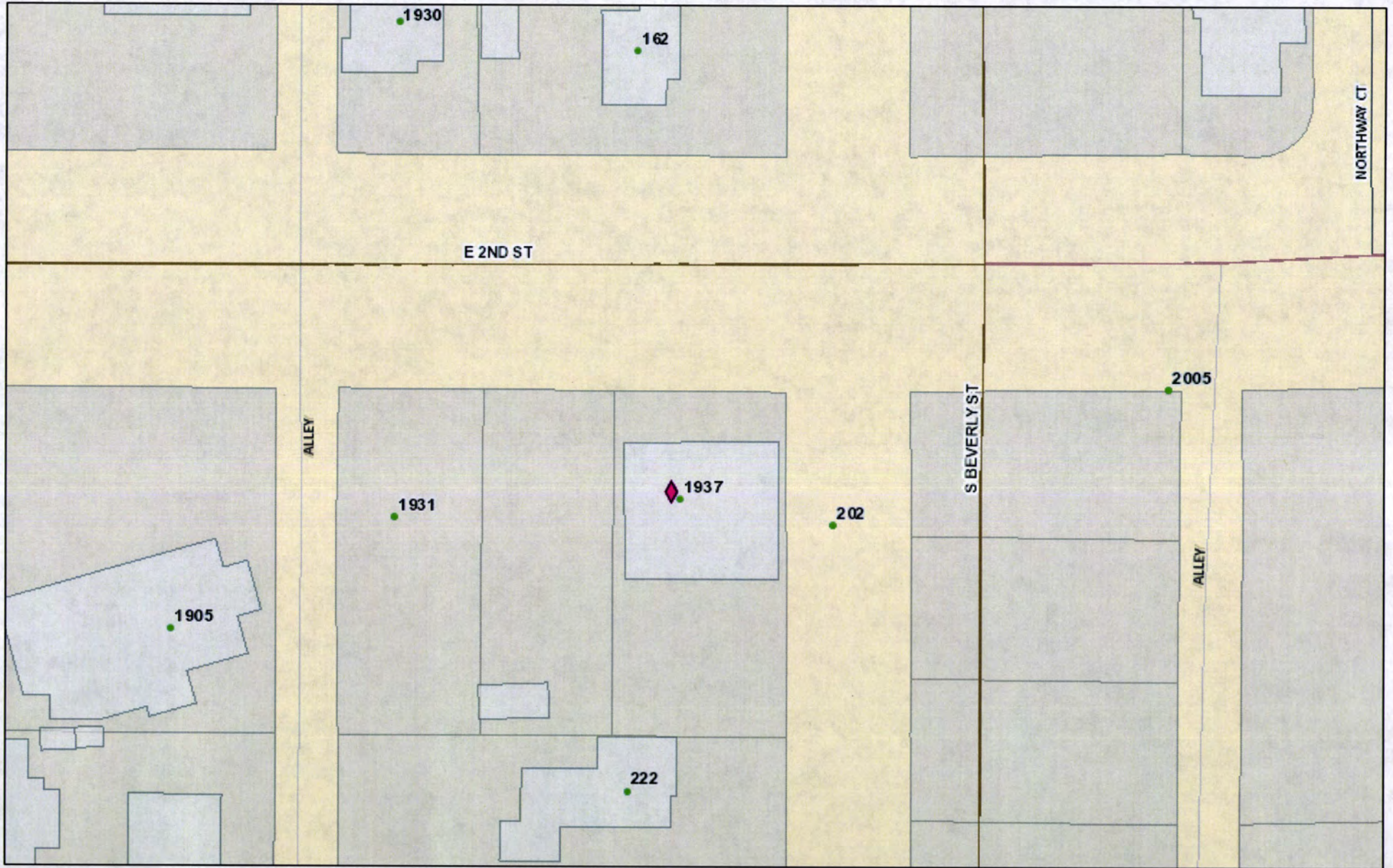
Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

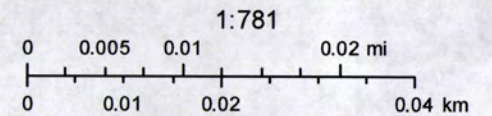
Attachments

Map of location
Copy of Application
Affidavit of Website Publication

New Chopstix Asian Bistro Casper, Inc.



May 11, 2017



Natrona County Assessor, NRGISC
City of Casper, Town of Bar Nunn, Town of Mills, Town of Evansville, Natrona

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees Annual Fee: \$ 1500.00
 Prorated Fee: \$ 1000.00
 Transfer Fee: \$ —
 Publishing Fee: \$ —

Local License #: Restaurant #34
 Date filed with clerk: 05 10 2017
 Advertising Dates: (2-Weeks) June 21 & June 25
 Hearing Date: 07 05 2017

Publishing Fee Direct Billed to Applicant:

License Term: 07 106 12017 Through 03 131 12018
 Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: LM ~~Larmin Xue~~ New chopstix ~~RESTO~~ ASIAN BISTRO CASPER INC.

Trade/Business Name (dba): New Chopstix Asian Bistrot Casper Inc

Building to be licensed/Building Address: 1937 E 2nd Street

Casper Wyoming 82601 Natrona
 City State Zip County

Mailing Address: 1937 E 2nd Street
 Number & Street of P.O. Box

Casper Wyoming 82601
 City State Zip

Business Telephone Number: (307) 265 2841 Fax Number: ()

E-Mail Address: Tom XUE 2005 (a) Tabco.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input checked="" type="checkbox"/> NEW LICENSE	<input type="checkbox"/> CITY OF: <u>Casper</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: <u>Natrona</u>	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: _____		<input type="checkbox"/> LLC
		<input checked="" type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	LIMITED RETAIL (CLUB)	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	SPECIAL DESIGNATIONS
	<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> CONVENTION FACILITY
	<input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM
		<input type="checkbox"/> GOLF CLUB
		<input type="checkbox"/> GUEST RANCH
		<input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from 11:AM to 9:30 pm

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 2 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 12 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO

If "YES", explain: _____

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Laimin Xu						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 5' x 6' Room in SE Corner of the Building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i)

YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii)

YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)?
W.S. 12-4-401(b)(iv)

YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease?

YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

YES NO

(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)

YES NO

(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

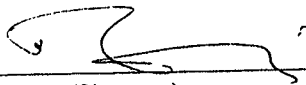
OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

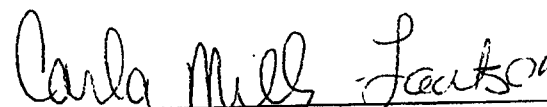
STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 10th day of May 2017 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	Laimin Xue (Printed Name)	President Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:


Signature of Notary Public

(SEAL)

100 My commission expires: 10/27/2018



AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council’s public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 06/21/2017 and ended on 07/07/2017 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

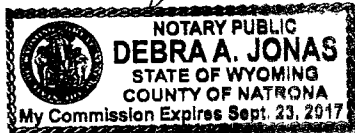
By: Carla Mills Saatch Date: 06/16/17

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

16 day of June, 2017

Debra A. Jonas



Provide to City of Casper Central Records

NEW CHOPSTIX ASIAN BISTRO CASPER, INC

Notice is hereby given that on the 10th day of May, 2017 New Chopstix Asian Bistro Casper, Inc applied for a new Restaurant Liquor License No. 34 in the office of the Clerk of the City of Casper, Wyoming for the following described place 1937 East 2nd Street, 5' x 6' foot room in the south east portion of the building, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 5th day of July, 2017 in the City Council Chambers at 200 North David.

Dated: 06/16/2017

June 26, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew B. Beamer, Public Services Director
Cindie Langston, Solid Waste Manager

SUBJECT: Agreement for Solid Waste Disposal Services with the Town of Kaycee

Meeting Type & Date:

Regular Council Meeting
July 5, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with the town of Kaycee, Wyoming (Kaycee), for providing solid waste disposal services at the Casper Regional Solid Waste Facility.

Summary:

The City has negotiated an agreement to provide solid waste disposal services to Kaycee with no contract term limit.

The final negotiations include the following contract provisions:

- A. Kaycee may terminate the contract without cause with a forty-five (45) day written notice to Casper;
- B. Casper may terminate the contract without cause under three (3) conditions with a forty-five (45) day written notice to Kaycee including: 1) closure of the landfill to Casper and Natrona County citizens or changes in Federal or State law which materially affect Casper's ability to operate the landfill; 2) non-payment to Casper; or, 3) chronic delivery of prohibited waste by Kaycee;
- C. Each party may terminate with cause with written notification of breach or default and no cure is implemented within ninety (90) days of written notification (with the exception of the three (3) conditions noted for without cause);
- D. Kaycee has paid a one-time capital buy-in fee to Casper for \$13,800 to receive the same tipping fees charged to Casper and Natrona County citizens;
- E. Kaycee's capital buy-in cost was calculated based on the percentage of waste tons Kaycee will annually contribute (approximately 205 tons) to Casper's total annual waste tons (145,221 tons) applied to the capital infrastructure Casper paid from Natrona County Consensus and One Cent Funds to build the Casper Regional Landfill;
- F. Tipping fees will always be the same as the fees charged to Casper and Natrona County citizens, i.e., no out-of-county surcharge will be applied to Casper Regional Landfill tipping fees;

- G. Each party is responsible for its own negligent acts including Kaycee's waste screening and Casper's operation of its lined facility.
- H. Kaycee hauls their waste to Casper and is responsible for all transportation liability and insurance.

Financial Considerations:

Revenues for landfill disposal from the town of Kaycee will be deposited to Balefill Fund Reserves.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Manager

Attachments:

Resolution

Agreement

**AGREEMENT
BETWEEN THE
THE CITY OF CASPER, WYOMING
AND
THE TOWN OF KAYCEE, WYOMING
FOR PROVIDING DISPOSAL OF SOLID WASTE**

PART I - AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Casper, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, hereinafter referred to as “Casper,” a Wyoming Municipal Corporation, and the Town of Kaycee, whose principal offices are located at 268 Nolan Avenue, Kaycee, Wyoming, hereinafter referred to as “Kaycee.”

WITNESSETH

WHEREAS, Casper owns and operates the Casper Regional Solid Waste Facility (CRSWF) which includes the newly permitted Casper Regional Landfill (CRL) designed with a liner and engineered containment system, and includes the Casper’s permitted transfer station facility designed with a baling and bagging system meeting Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD) Rules and Regulations and shall remain in compliance during the term of this Agreement; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide solid waste disposal services to Kaycee as required by this Agreement; and,

WHEREAS, Kaycee desires to transport their municipal solid waste (MSW) to the CRSWF; and,

WHEREAS, Kaycee has consented to financially buy-in to the CRSWF capital infrastructure in exchange for a guarantee to receive the same tipping fee as charged the citizens of Natrona County, as that fee may, from time to time be adjusted; and,

WHEREAS, this Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this Agreement; and,

WHEREAS, the “Casper Regional Solid Waste Facility Solid Waste Acceptance Agreement” attached hereto as Exhibit “A,” as it may, from time to time be amended, is, by this reference, incorporated herein as part of this Agreement; and,

WHEREAS, the parties intend that, so long as Kaycee is in compliance with the terms of this Agreement, Kaycee will be treated the same as participants from Natrona County and Casper, including but not limited to, fees, procedures, and processes relating to use of the CRSWF; and,

WHEREAS, each of the foregoing recitals are substantive provisions and considerations for entering into this Agreement and are not mere recitals.

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

1. Purpose.

The purpose of this solid waste disposal Agreement is to cooperatively provide the citizens of Natrona County and Kaycee an environmentally safe and cost efficient method, and site for disposal of solid waste. The intent of the Agreement is that Casper will own and operate a state approved and permitted landfill and will accept for disposal solid waste generated from Kaycee's Transfer Station which may be disposed of at a landfill site pursuant to WDEQ SHWD Regulations, and it is further the intent of this Agreement that Kaycee will utilize the CRSWF landfill to dispose of all such solid waste generated within Kaycee's permitted user area, as it may be amended or modified from time to time.

2. Term of the Agreement.

This Agreement shall commence April 3, 2017, and shall remain in full force until otherwise terminated by either party as provided herein.

The terms, covenants, and conditions hereof shall be binding upon, and inure to the benefit of the successors or assigns of the parties. Both parties recognize that the term of this Agreement extends beyond the term of the current governing bodies of Kaycee and Casper. In accordance with current Wyoming law, each of the parties hereto specifically find that the extended term of this Agreement is of a particular benefit, and that it provides a service to the public, provides for the efficient use of a public resource, and is in the best interest of the citizens of Kaycee, Casper, and Natrona County.

3. Termination.

a. Termination by Kaycee Without Cause: This Agreement may be terminated, without cause, by Kaycee upon forty-five (45) days written notice to Casper at its address as set forth in this Agreement.

b. Termination by Casper:

(i). Termination due to Closure or Change in Federal or State Law: This Agreement may be terminated by Casper upon forty-five (45) days written notice to Kaycee in the event (a) the CRSWF is going to be closed to all deliveries including deliveries from Casper and Natrona County, or (b) due to changes in federal or state law or the regulations thereof which would materially effect the ability or feasibility of Casper to continue performance of this Agreement, but only following good faith negotiations between the parties to modify this Agreement to allow for its continued performance on the same or different terms.

(ii). Termination due to non-payment of sums due Casper: In the case of the default by Kaycee in the payment of any sum otherwise due Casper pursuant to this Agreement, and the failure of Kaycee to pay any such sum to Casper within thirty (30) days of the giving of a written notice thereof by Casper, then this Agreement shall automatically terminate, and be

of no further force or effect between the parties at midnight on the 31st day following the giving of such payment default notice by Casper. This is a specific material default provision for the non-payment of sums due Casper under this Agreement, and the provisions set forth in Sub-paragraph c "Termination with Cause" below shall not apply to or otherwise govern the non-payment of sums due Casper.

(iii). Termination for Hauling/Delivery of Prohibited Waste: Casper shall have the unequivocal right to terminate this Agreement for a chronic breach by Kaycee or its waste hauler of delivering to the CRSWF any prohibited waste on four (4) separate occasions over any 365 day period of this Agreement upon thirty (30) days written notice of such termination. Casper shall notify Kaycee in writing on each occasion it or its contracted waste hauler delivers any such prohibited waste to the CRSWF during the term of this Agreement. Termination will only occur in the event Kaycee has not, after each notification, taken timely and good faith efforts to address Kaycee' screening process violation, for which Kaycee shall notify Casper in writing of its steps taken to rectify any such violation within thirty (30) days of being notified by Casper of the receipt of any such prohibited waste. This is a specific material default provision for termination due to the hauling/delivery of prohibited waste to the CRSWF under this Agreement, and the provisions set forth in Sub-paragraph c "Termination with Cause" below shall not apply to or otherwise govern this provision.

- c. Termination With Cause:** In the event either party shall violate, default on, or otherwise breach any term or condition of this Agreement (with the exception of the payment of sums due Casper or for the hauling/delivery of prohibited waste as provided for separately above), the non-defaulting party may notify the defaulting party in writing of any such breach or default, and should either party fail to cure any such breach or default under this Agreement within ninety (90) days after such notice, then this Agreement shall terminate and be of no further force or effect at midnight on the ninety-first (91st) day after the giving of such notice.

4. Notice.

All notices required hereunder shall be in writing and shall be either hand delivered or mailed to either party hereto by certified United States First Class Mail, return receipt requested, addressed as set forth below, or any other such address that either party may, from time to time, designate to the other in writing as provided herein. Any such notice shall be deemed to have been given on the date of its hand delivery or upon the date of its mailing.

CASPER: City of Casper, Wyoming
Attn: City Manager
200 North David
Casper, Wyoming 82601

KAYCEE: Town of Kaycee, Wyoming
Attn: Town Mayor
268 Nolan Avenue
P.O. Box 265

5. Payment.

a. Infrastructure Buy-In:

- i. Kaycee agrees to pay Casper a total of \$13,800 for buy-in to the CRSWF's facility infrastructure in exchange for a guarantee to receive the same tipping fee, as it may be adjusted from time to time, as charged the citizens of Casper and Natrona County. Kaycee agrees to pay Casper this sum over a five-year period in five installments, with the first installment of \$2,760 being due and payable to Casper within 60 days from the first date in 2017 that Kaycee hauls solid waste to the CRSWF (first haul). The second installment of \$2,760 shall be due and payable to Casper within one year from the date of the first haul, the third installment of \$2,760 shall be due and payable to Casper within two years from the date of the first haul, the fourth installment of \$2,760 shall be due and payable to Casper within three years from the date of the first haul, and the last installment of \$2,760 shall be due within four years from the date of the first haul. In the event of the termination of this Agreement within the first 1,825 days thereof, all sums paid by Kaycee to Casper shall be subject to the pro-rata refund provision set forth below.

Upon the termination of this Agreement within the first 1,825 days from the date of this Agreement, whether with or without cause, Kaycee shall be entitled to a prorated reimbursement for its payment(s) made to Casper for buy-in of the Casper's Solid Waste Facility infrastructure. The following example demonstrates how the prorated reimbursement shall be calculated:

For example, if:

Kaycee's buy-in amount was \$500,000 to be paid in five equal \$100,000 payments, and January 1, 2017 was the day THIS AGREEMENT was made and entered into, and on March 1, 2017 and March 1, 2018 Casper received \$100,000 from Kaycee for a total of \$200,000, and Kaycee started hauling waste to Casper on July 1, 2017, and February 28, 2018 was the last day Kaycee hauled waste to Casper (being 608 days), the reimbursement payment to Kaycee would be \$33,424.66, being \$500,000 times 608 days divided by 1,825 days subtracted from \$200,000 (payments received to-date by Casper).

The parties agree and understand that no reimbursement will be due Kaycee in the event of the termination of this Agreement, with or without cause, after the expiration of 1,825 days from the date of this Agreement.

- ii. The infrastructure buy-in cost shall be re-calculated two (2) years after the first day Kaycee starts hauling waste to Casper using an average of three (3) year's annual tonnage. The 2015 annual tonnage of 205 hauled by Kaycee's contractor to CRSWF was used to calculate the \$13,800 infrastructure buy-in cost, and this tonnage amount shall be used with the annual tonnage Kaycee hauls to the CRSWF and the annual tonnage the CRSWF receives in total from all users for the first and second year after the first haul by

Kaycee to the CRSWF for the recalculation. The re-calculated infrastructure buy-in cost difference will be adjusted over the next three payment installments.

For example, if:

Kaycee hauled 6,000 tons of waste to the CRSWF for the first year and 6,300 tons of waste for the second year, the average tonnage to be used to recalculate the infrastructure buy-in cost would be 6,267; $(6,500+6,000+6,300/3)$.

And for example, if:

The recalculated Kaycee infrastructure buy-in cost is \$8,800 (\$5,000 less), and then the next three payment installments would be decreased to \$1,093. If the recalculated Kaycee infrastructure buy-in cost is \$18,800 (\$5,000 more), then the next three payment installments would be increased to \$4,427.

The parties agree and understand that the infrastructure buy-in will be recalculated based on the average of the tonnage of 205 tons and the first and second year's actual annual tonnage of waste Kaycee hauls to CRSWF and the actual total annual tonnage of waste the CRSWF accepts from all users during that same year, and the remaining payment installments will be modified to reflect the recalculated infrastructure buy-in cost.

- iii. Should other communities outside Natrona County enter into agreements with Casper to haul waste for final disposal to the CRSWF any time after January 2017, the community shall pay Casper an infrastructure buy-in cost. Infrastructure buy-in monies shall only be designated to operations of the CRSWF and at no time shall infrastructure buy-in monies be used for Casper operations outside the operation of the CRSWF. The infrastructure buy-in cost shall be calculated as provided by the following formula:

Infrastructure Buy-in Cost After City XYZ Hauling to CRSWF:

(Total Casper Investment from One Cent and County Consensus Money*) times (x)
(City XYZ's Annual Tonnage of Waste**) divided by
(CRSWF's Annual Tonnage of Waste prior to City XYZ Hauling Waste to CRSWF)

Whereas the following assumptions are used for this example:

\$10,477,011 = Total Casper Investment from One Cent and County Consensus Money*
(*an annual construction inflation factor shall be applied as of January 1 for each year after 2017 using historic construction annual inflation factors as published by the Engineer News Record magazine, or if no longer being published, such other nationally recognized publication at the sole discretion of Casper)

X,XXX tons = City XYZ's Annual Average Tonnage of Waste**
(**an average of the annual tonnage of waste from City XYZ shall be calculated using its annual tonnage of waste it hauled to another provider for each full calendar year after year 2017)

XXX,XXX tons = CRSWF's Annual Average Tonnage of Waste***
(*** an average of the annual tonnage of waste from the CRSWF's shall be calculated using annual tonnage for each full year after year 2017)

$$\{(\$10,477,011*) \times [(X,XXX** \text{ tons}) / (XXX,XXX*** \text{ tons})]\}$$

The parties agree and understand that no reimbursement will be due Kaycee in the event of other communities' waste being hauled to CRSWF after July 2017.

- iv. Should Kaycee's permitted user area be modified to include other communities outside Natrona County after January 2017, an infrastructure buy-in cost shall be calculated for the additional waste that will be added to Kaycee's waste stream being hauled to CRSWF as shown in the following example:

Infrastructure Buy-in Cost After City XYZ Hauling to Kaycee:
 (Total Casper Investment from One Cent and County Consensus Money*) times (x)
 (City XYZ's Annual Tonnage of Waste**) divided by
 (CRSWF's Annual Tonnage of Waste prior to City XYZ Hauling Waste to Kaycee)

Whereas the following assumptions are used for this example:

\$10,477,011 = Total Casper Investment from One Cent & County Consensus Money*
 (*an annual construction inflation factor shall be applied for each year after 2017 using historic construction annual inflation factors as published by the Engineer News Record magazine)

X,XXX tons = City XYZ's Annual Average Tonnage of Waste**
 (**an average of the annual tonnage of waste from City XYZ shall be calculated using annual tonnage for each full year after year 2012)

XXX,XXX tons = CRSWF's Annual Average Tonnage of Waste***
 (***) an average of the annual tonnage of waste from the CRSWF's shall be calculated using annual tonnage for each full year after year 2012)

$$\{(\$10,477,011*) \times [(X,XXX** \text{ tons}) / (XXX,XXX*** \text{ tons})]\} / 2$$

- b. **Tipping Fees:** For purposes of this Agreement, "tipping fees" are the fees charged by Casper to users of the CRSWF, as those fees may be adjusted, from time to time, by Casper. Payment for tipping fees shall be made within 30 calendar days from the invoice date of the invoice received from the City of Casper. Private waste haulers not contracted with Kaycee bringing solid waste from Kaycee's permitted user area shall not receive the same tipping fee as guaranteed to Kaycee. If Kaycee brings municipal solid waste bagged and baled, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted. The tipping fee rebate is calculated annually and includes the operational and capital costs associated with Casper's baling function. In addition, if Kaycee elects to be responsible for the disposal of electronic wastes and/or household hazardous waste, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted.

6. Obligations of the Town of Kaycee.

- a. Kaycee, at its sole cost and expense, shall deliver or direct the delivery of solid waste collected within its permitted user area and transfer station, as they may be modified from

Kaycee Solid Waste
 Disposal Agreement

time to time, other than recyclable materials or yard waste which Kaycee elects to dispose of by other means, to the CRSWF, all such deliveries to be in full and complete compliance with all applicable federal and state laws and regulations, and ordinances and regulations of Casper in effect at the time of delivery of solid waste to the CRSWF including waste screening requirements, or as may be subsequently enacted. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and the City of Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF; and,

- b. Kaycee shall pay to, or direct payment to, Casper the fees established in Paragraph 5 above; and,
- c. Kaycee shall pay interest at the rate of eighteen percent (18%) per year or 1.5% per month for all payments of disposal fees not made within 45 calendar days of the date of the invoice from the City of Casper; and,
- d. Any contracted hauler on behalf of Kaycee and the drivers of any vehicles thereof hauling waste for Kaycee shall execute and deliver to Casper, prior to being allowed to deliver any waste to Casper, an agreement in the form of Exhibit "A" attached hereto; and
- e. Kaycee and its contracted haulers shall comply with all provisions of this Agreement, including those set forth in Exhibit "A" as it may, from time to time be amended, unilaterally, by Casper for all users of the CRSWF. Any such change(s) to Exhibit "A," except for emergency, shall not be effective until forty-five (45) days after written notice of such change(s) is given, unless such change(s) are otherwise mandated by any state or federal law or regulation for which forty-five (45) days of written notice cannot be given, in which event any such change(s) shall be effective between the parties as required by such law or regulation, with written notice thereof being given as soon as reasonably possible. In no event shall Kaycee or its contracted haulers deliver for deposit any waste to Casper which contains any prohibited waste as defined in Exhibit "A," or any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof.
- f. Kaycee shall comply with all provisions Casper provides in writing regarding storage and processing household hazardous waste and electronic waste.

7. Obligations of the City of Casper.

- a. Casper shall provide adequate permitted and constructed space in the CRSWF to accommodate the proper disposal of the solid waste generated from the Kaycee permitted user area until this Agreement is otherwise terminated as provided in Paragraph 3 above; and,
- b. Casper shall accept from Kaycee any and all solid wastes of the kind, including industrial waste, permitted to be deposited in contained landfills, except prohibited wastes as defined

in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF, and shall further be subject to the Solid Waste Acceptance Agreements (Exhibit "A") entered into between Casper and each driver of any waste hauler who are contracted by Kaycee; and,

- c. Casper shall provide emergency WDEQ SHWD permitted space to accommodate a Wyoming declared Federal Emergency Management Agency (FEMA) disaster; and,
- d. Casper shall, at its sole cost and expense, at dates and times as are mutually acceptable to the parties hereto, provide for the disposal and recycling of Kaycee Household Hazardous Waste and Electronics Waste. Casper agrees to train Kaycee staff on processing and storage requirements, and Kaycee agrees to collect, process, store, and transport such material to Casper; and,
- e. Casper shall accept animal carcasses mixed with MSW as long as the waste contains no liquids; and,
- f. Casper shall accept one passenger or pickup truck sized tire that is de-rimmed and mixed per ton of MSW.

8. State Required Permits for Municipal Landfills. Casper assumes full responsibility for obtaining State approval of permits for construction and operation of the CRSWF.

9. Assumption of Liability by Casper. Casper assumes full responsibility for assuring operation of the CRSWF and shall remain in compliance with all federal and state regulations, and shall further assume sole responsibility for any and all environment or ground water contamination problems created as a result of improper operation of its contained landfill, or failure of the liners, and will, to the degree provided by law, indemnify and forever hold harmless Kaycee against any and all of such claims and damages and defense costs thereof up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, which hereafter may at any time be instituted against Kaycee as a result of ground water contamination or adverse effects on the environment or any violation of governmental laws, regulations, or orders, caused, in whole or in part, by Kaycee's delivery to Casper of acceptable waste which eventually become the subject of a Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) clean-up action or any other governmental enforcement action.

10. Assumption of Liability by Kaycee: Kaycee assumes full responsibility for the proper collection, waste screening, and transportation of the solid waste generated from Kaycee and its permitted use area as follows:

- a. Kaycee shall (except as provided in "Subsection b." below), fully and completely indemnify, and hold Casper harmless from all claims, damages and defense costs for which Kaycee would have liability under the Wyoming Governmental Claims Act,

Wyoming Statutes Section 1-39-101 et seq., arising out of the violation by Kaycee of any of the terms, covenants or provisions of this Agreement.

- b. **PROVIDED HOWEVER**, Kaycee shall fully and completely indemnify, and hold Casper harmless from all claims, damages and defense costs for which Kaycee would have liability resulting from the deposit by Kaycee into the CRSWF of any hazardous waste or prohibited waste from being deposited therein as set forth in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by federal, state or local law or any administrative regulations thereof.

11. **Solid Waste Landfill Acceptance Agreement:** The terms of the Solid Waste Landfill Acceptance Agreement (Exhibit "A"), as separately entered into by each trash hauling company and the drivers thereof contracted with Kaycee, shall be subject to the terms and conditions of this Agreement, and in the event of any inconsistency between the terms of this Agreement or Exhibit "A," as they may from time to time be amended by Casper, shall prevail.

12. **General Terms and Conditions.**

- a. **Amendments:** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement. **PROVIDED HOWEVER**, the parties agree and understand that Casper may, from time to time, unilaterally amend Exhibit "A," as provided by Paragraph 6.e. above, to reflect any such other waste that may, during the term of this Agreement, be prohibited by local, state, or federal law or any administrative regulations thereof, as well as to incorporate any changes which Casper desires to implement regarding the process of waste acceptance, times of operation, or safety issues for the CRSWF. Following any such amendment of Exhibit "A," the contracted waste haulers and their respective drivers shall execute and deliver to Casper the amended version of Exhibit "A" prior to further deliveries of waste from Kaycee to Casper. Exhibit "A" shall not be amended in such a way that would result in Kaycee being treated differently than users from Casper and Natrona County.
- b. **Applicable Law:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and venue for any suit or action on or under this Agreement shall be vested solely in the District Court for the Seventh Judicial District of the State of Wyoming, in Natrona County, Wyoming.
- c. **Assignability:** Kaycee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of Casper: provided, however, that claims for money due or to become due to Casper from Kaycee under this Agreement may be assigned to another governmental entity, 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 Casper.

- d. **Waste Screening Records and Inspections.** Casper or any of its duly authorized

Kaycee Solid Waste
Disposal Agreement

representatives shall have access to public records, including any books, documents, papers, and records of Kaycee which are directly pertinent to the specific Agreement for the purpose of making audit or examination of waste screening books, documents, papers, and records as required by the Wyoming Department of Environmental Quality, or any other federal or state law or regulation. Kaycee or its contracted Transfer Station operator shall allow Casper or any of its duly authorized representatives to enter upon Kaycee Transfer Station's premises where records must be kept under the conditions of its Wyoming Department of Environmental Quality (WDEQ) Transfer Station permit; have access to and copy, at reasonable times, any records that must be kept under the condition of this Agreement and its WDEQ Transfer Station permit; inspect at reasonable times any facilities, equipment (including waste handling equipment), practices, or operations regulated or required under this Agreement or its WDEQ Transfer Station permit related to waste screening.

e. **Waste Receipt Records:** It is agreed that CRSWF receipt records generated or prepared by Casper under this Agreement shall be provided to each waste haul driver contracted by Kaycee. Additional waste receipt records requested by Kaycee shall be provided by Casper, at the additional expense of Kaycee.

f. **Insurance:**

i. **IF KAYCEE IS A PARTICIPANT IN A GOVERNMENTALLY SPONSORED RISK MANAGEMENT POOL:** Kaycee, prior to the commencement of hauling waste to the CRSWF, shall have in full force and effect, during the term of this Agreement, the following limits of liability through such risk management pool:

	<u>LIMITS</u>
1. Worker's Compensation	Statutory
2. Comprehensive General & Auto Liability	\$250,000 per claimant and \$500,000 per occurrence

Kaycee's contract waste haulers for the transportation and delivery of MSW from Kaycee to the CRSWF shall procure, and at all times thereafter maintain, with an insurer acceptable to the City of Casper, the minimum insurance coverages and conditions as set forth in "Sub-paragraph ii." below as they would apply to Kaycee's waste hauler.

ii. **IF KAYCEE IS NOT A PARTICIPANT IN A GOVERNMENTALLY SPONSORED RISK MANAGEMENT POOL:** Kaycee, prior to the commencement of hauling waste to the CRSWF, and its contract waste haulers for the transportation and delivery of MSW from Kaycee to the CRSWF, shall procure, and at all times thereafter maintain, with an

insurer acceptable to the City of Casper, the following minimum insurance insuring Kaycee and Casper against liability from damages because of injuries, including death suffered by persons, including employees of Casper, and liability from damages to property arising from and growing out of Kaycee or its contract waste hauler's negligent operations or conduct in connection with the performance of this Agreement. If a general aggregate limit applies, the general aggregate limit shall apply separately to the liabilities under this Agreement. The Comprehensive General Liability policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

LIMITS

- | | |
|---|---|
| 1. Worker's Compensation | Statutory |
| 2. Comprehensive General & Auto Liability | \$250,000 per claimant and \$500,000 per occurrence |

The insurance policies for Kaycee and/or its contracted waste haulers for the transportation and delivery of MSW from Kaycee to the CRSWF shall contain, or be endorsed to contain the following provisions:

1. *Automobile Liability*

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Kaycee or its waste haulers have no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

2. *Primary Coverage*

For any claims related to this contract, Kaycee, and its waste hauler'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 Kaycee and its waste hauler'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*

Kaycee, hereby, and shall further require its waste haulers to grant the City a waiver of any right to subrogation which any insurer of Kaycee or its waste haulers may acquire against the City by virtue of the payment of any loss under

such insurance. Kaycee agrees to, and to require its waste haulers 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(s) thereof.

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 Kaycee 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

Kaycee shall, and shall require its waste haulers to 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 Kaycee's and its waste hauler'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

Kaycee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Kaycee 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.

- iii. **GENERAL INSURANCE CONDITIONS:** Kaycee shall provide Casper with certificates evidencing such insurance as outlined above prior to beginning any hauling of waste to the CRSWF under this Agreement. Such certificates shall provide thirty (30) days advance written notice to Casper of cancellation, material change, reduction of coverage, or non-renewal. Such insurance shall list the City of Casper as an additional insured, with the exception that in the event Kaycee insures through a governmentally sponsored risk management pool, Kaycee shall not be required to name Casper as an additional insured therewith. However, in the event Kaycee would elect, at any time to insure through a private non-governmental insurer, then Kaycee shall include Casper as an additional insured under any such policy of insurance. This exception for a governmentally sponsored risk management pool shall not apply to Kaycee's contracted waste hauler, who shall name Casper as an additional insured under its insurance policy(s). In addition, Kaycee and/or its contracted waste haulers shall provide Casper with copies of insurance policies and/or policy endorsements listing the City of Casper as an additional insured as provided herein. Casper's failure to request or review such insurance certificates or policies shall not affect Casper's rights or Kaycee's obligations hereunder.

The intent of this section is to insure that sufficient funds are available to fully insure Casper for the full amounts of its potential liability under the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. resulting from the negligence of Kaycee or Kaycee's waste haulers. If the limits set forth in the Wyoming Governmental Claims Act are altered, Kaycee and/or its contracted waste haulers shall procure insurance to provide Casper with full coverage according to said altered limits. The full limits of insurance required by this Agreement shall be available to indemnify Casper as provided herein.

To the degree allowed by law, Kaycee agrees to forever indemnify Casper and hold it harmless from liability, up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, for damage to property or injury to or death to persons, including costs, expenses, and attorney's fees incurred related thereto, arising from negligence of Kaycee in the performance of the terms and conditions of this Agreement.

The parties agree and understand that insurance forms, requirements, and coverages change from time to time, and the parties agree to amend, in good faith, these insurance provisions in the future as insurance forms, requirements, and coverages change to meet and maintain the coverages intended by this provision.

- g. **Entirety of this Agreement:** This Agreement, including Exhibit "A," represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.

- h. **Prior Approval:** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing and executed by all parties hereto before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Casper City Attorney or his representative.
 - i. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
 - j. **Governmental Immunity:** The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act as it now exists, or is otherwise amended.
 - k. **Ambiguities:** The parties agree that any ambiguity in this Agreement shall be construed to carry out the intent of this Agreement.
 - l. **Third-Party Beneficiary Rights:** The parties do not intend to create any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
 - m. **Successors:** This Agreement shall be binding on the parties hereto, their successors, assigns and agents.
 - n. **Captions:** The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference, and are not part of this Agreement and shall not be deemed any manner to modify, enlarge or restrict any of the provisions of this Agreement.
 - o. **Waivers:** Any waiver of any breach or non-conformance by either party of any term or condition of this Agreement shall not be construed as being a waiver of a future breach of the same or any other term or condition hereof.
13. **Signatures:** The parties to this Agreement, through their duly authorized representatives have executed this Agreement on the date first above written, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite authority to bind their principals to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

APPROVED AS TO FORM:
(Kaycee Solid Waste Disposal Agreement)
Kaycee Solid Waste
Disposal Agreement


Casper City Attorney

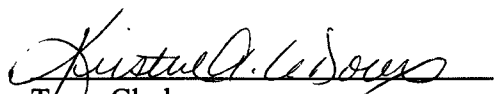
ATTEST:

Tracey L. Belser, City Clerk

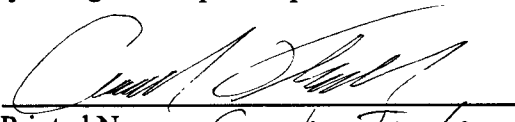
CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

By: _____
Kenyne Humphrey, Mayor

ATTEST:


Town Clerk

TOWN OF KAYCEE, WYOMING,
A Wyoming Municipal Corporation

By: 
Printed Name: Crosby Taylor
Mayor

**Exhibit A
Casper Solid Waste Facility**

Solid Waste Acceptance Agreement

TERMS OF WASTE ACCEPTANCE

This Agreement is between your company or organization and the City of Casper, Wyoming for waste acceptance at the Casper Solid Waste Facility. Please read the Agreement carefully before signing and registering for this service. By registering for waste drop off and use of the express lane rights, you become an authorized user of the Casper Solid Waste Facility and you agree to be bound by the terms and conditions of this Agreement for as long as you continue to use the services of the Casper Solid Waste Facility. Failure to comply with the terms of this Agreement may result in additional waste processing or disposal fees and/or result in the immediate revocation of express lane rights. If you no longer haul waste to the Casper Solid Waste Facility, you must notify the Solid Waste Division Manager or his/her designee.

If you or your Organization or Company does not agree to the terms of this Agreement, you and your organization or company will **not** be approved to receive services of the Casper Solid Waste Facility. The City of Casper reserves the right to unilaterally change or modify the terms of or rules regarding this agreement at any time in its sole discretion with forty-five (45) days written notice thereof to the Town of Kaycee, subsequently referred to as Kaycee. Any such change or amendment shall be effective as to Kaycee, this Agreement, and the undersigned waste hauler after the expiration of the said forty-five (45) days notice period.

UPON NOTICE OF ANY SUCH CHANGE OR AMENDMENT, AN AMENDED SOLID WASTE AGREEMENT SHALL BE EXECUTED BY YOU IN ORDER TO CONTINUE TO USE THE CASPER SOLID WASTE FACILITY AFTER THE EXPIRATION OF THE FORTY-FIVE DAY NOTICE PERIOD. NOTHING HEREIN CONTAINED SHALL PREVENT THE CITY OF CASPER FROM SUSPENDING ALL DELIVERIES UNDER THIS AGREEMENT TO THE CASPER SOLID WASTE FACILITY IN THE CASE OF, OR ON THE ACCOUNT OF AN EMERGENCY.

If loads of solid wastes are not properly screened as required in the Environmental Terms of this Agreement, then the City of Casper reserves the right to reject the load and/or assess fees for the cost of proper disposal.

TERMS:

1. Customers are required to comply with all landfill rules and regulations in this Agreement or as directed by solid waste staff.

2. Special Waste customers (citizens of WREQC) such as those hauling Petroleum Contaminated Soil, Infectious Wastes, Hazardous Waste, Friable Asbestos, etc. cannot use **Lane 2, the Landfill express lane**. These customers must make an appointment at the Special Waste building by telephone or by checking in at the Scale House through the general public lane.

3. Landfill express lane may only be used by authorized drivers and vehicles.

Authorized drivers will be provided with a unique numeric vehicle code for use on the Auto Scale keypad (prompt: "Enter Vehicle ID"). Numeric vehicle codes are valid for use for **one vehicle only** and may not be used for any other vehicles.

4. Authorized drivers will be prompted for a "waste type." Enter 041 for baler waste and 042 for landfill waste. See Number 13 and 14 for prohibited baler waste and see Number 13 and 15 for prohibited landfill wastes.

5. Authorized drivers will also be provided with a unique user ID. User ID's will be entered when prompted for "Origin" on the Auto Scale keypad (after entering vehicle ID). **Drivers may ONLY use the user ID assigned specifically to them.** User ID's are **not** transferable.
6. Authorized Roll-Off Truck Drivers will be provided with a unique numeric box code for use on the Auto Scale Keypad (prompt for "Roll off ID"). **Numeric codes are valid for use for one roll-off box only and may not be used for any other roll-off boxes.**
7. Drivers will be provided with a receipt upon the completion of transactions. Drivers are responsible for inspecting each receipt thoroughly for errors. Any errors should be reported to scale house staff immediately for correction.
8. Completed transactions will be indicated by the printing of a receipt. If a receipt does not print, drivers must come into the scale house and notify the Scale House Clerk.
9. Drivers must call for a door number at the baler building using the radio located next to the auto scale keypad, if their load is being taken to the baler building. If help is needed to determine whether they have a Landfill or Baler load, contact the Scalehouse Staff for guidance.
10. Express lane users will not be required to sign the copy of the printed receipt. Their User ID will serve as their signature.

ENVIRONMENTAL:

11. Customers transporting special waste must use **Lane 1, the general public scale only** and are required to follow all landfill rules and regulations related to special wastes.
12. All loads shall be secured in accordance with the Secured Load Ordinance. A fee of \$50.00 will be assessed to your company or organization for each unsecured load arriving at the Casper Solid Waste Facility.
13. Customers must ensure the wastes transported to the baler or landfill are not "prohibited" or "unacceptable" wastes including liquids; hazardous by state, federal or local regulation; or contain friable asbestos, polychlorinated biphenyl's [PCBs], electronic and metal wastes, yard wastes, infectious materials, explosives, tires (except as allowed by separate agreement), fluorescent light bulbs, propane or other pressurized vessels. These wastes are prohibited in the landfill and baler. Our Special Wastes Operations provides options for disposal of prohibited landfill and baler wastes.
14. Customers must ensure the following wastes, in addition to the prohibited wastes listed in Number 13 above, are not included in loads to the baler building **OR BAGGED BALED WASTE GOING DIRECTLY TO THE LANDFILL:**
 - Glass with the exception of small glass bottles (wine bottles or smaller); no more than five per cubic yard of municipal solid waste.
 - Metal items including wire, appliances, fencing, poles, engine blocks, propane tanks or other pressurized vessels, etc.
 - Electronic wastes including computers, TVs, monitors, microwaves, compressors, etc.
 - Dead animals or rotten flesh (except as allowed by separate agreement).
 - Tires (except as allowed by separate agreement).
 - Wood waste including any type of lumber.
 - Yard waste.

- Infectious wastes including blood contaminated items, sharps containers, etc.
- Concrete, rocks, bricks, shingles or dirt.
- Non-friable asbestos (except as allowed by separate agreement).
- Cable, hoses or wire unless it is cut into 3 foot lengths (gets caught in baler equipment slowing down operations or making baler inoperable).
- Prohibited Wastes as defined by City Ordinance, separate Agreement, or State & Federal Laws.

15. Customers must ensure the following wastes, in addition to the prohibited wastes listed in Number 13 above, are not included in UNBAGGED loads to the Construction & Demolition landfill:

- Un-bagged household or business garbage, such as paper, food waste, insulation, plastic bags, or any material that will blow in the wind.
- Tires
- Metal items including, appliances, fencing, poles, engine blocks, propane tanks or other pressurized vessels, etc.
- Electronic wastes including computers, TVs, monitors, microwaves, compressors, etc.
- Yard waste.
- Infectious wastes including blood contaminated items, sharps containers, etc.
- Cable, hoses or wire unless it is cut into 6 foot lengths (gets caught around dozer tracks making it inoperable)
- Prohibited Wastes as defined by City Ordinance, separate Agreement, or State & Federal Laws.

Landfill Wastes must only include construction and demolition wastes, such as

- Sheetrock, dirt, concrete, lumber, bricks, rocks
- Glass
- Animal waste, renderings, or rotten meat and flesh (place in labeled "Animal Cell")
- Metals if they are intertwined with other materials such as wood, plastic, etc.
- Cable, hoses or wire if cut in 6 foot lengths
- Shingles and Roofing materials
- Non-friable asbestos (must be identified to scale house staff prior to receipt because of special handling procedures)

HOURS OF OPERATION:

16. Wastes will only be accepted Monday through Friday from 7:30 a.m. to 4 p.m. or by special arrangement with the Solid Waste Manager, Balefill Supervisor or Special Waste Supervisor.

SAFETY:

17. Drivers must pull on and off the scales at a slow rate of speed, **less than 2 mph**.

18. Drivers must travel at a speed of **28 mph or less** throughout the entire Solid Waste Facility.

19. Drivers waiting to get on the scale must wait until the vehicle currently on the scale exits the scale completely before driving on the scale.

20. Drivers must give right of way to all landfill equipment operators.

21. Drivers must comply with all verbal instructions given by baler building operators, scale house clerks and other solid waste staff. Note: This may include random screening of your waste.

22. Drivers must make sure all of their truck tires are on the scale before they enter their information using the keypad. They must also make sure no other vehicles have driven on the scale with them.

23. Drivers must check in with the Scale House or Baler staff using the radio located next to the auto scale keypad on wet weather days to ensure the landfill is not too muddy to proceed.

I agree to the terms and conditions of this agreement:

Company or Organization Name: _____

Address _____

City _____, State _____ Zip _____

Signature: _____
(Driver)

Date: _____

Print Name: _____
(Driver)

Signature: _____
(Authorized Company/Organization Representative)

Date: _____

Print Name: _____
(Authorized Company/Organization Representative)

User ID Number Assigned by Scale House Staff: _____

RESOLUTION NO. 17-132

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE TOWN OF KAYCEE AND THE CITY OF CASPER FOR
PROVIDING DISPOSAL OF SOLID WASTE.**

WHEREAS, the Town of Kaycee, Wyoming desires to transport their municipal solid waste (MSW) to the Casper Regional Solid Waste Facility; and,

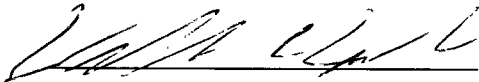
WHEREAS, the City of Casper represents it is ready, willing, and able to provide solid waste disposal services to the Town of Kaycee as outlined in the agreement; and,

WHEREAS, the Town of Kaycee has consented to financially buy in to the Casper Solid Waste Facility's capital infrastructure in exchange for a guaranty to receive the same tipping fee as charged to the citizens of Natrona County, as that fee may, from time to time, be adjusted.

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 the Town of Kaycee for the disposal of solid waste.

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

June 8, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

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

SUBJECT: Authorizing an Agreement with Hall's Paving & Excavation, Inc., in the Amount of \$98,360.00, for the CATC Parking Lot Repairs.

Meeting Type & Date
Regular Council Meeting
July 5, 2017

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Hall's Paving & Excavation, Inc., for the Casper Area Transportation Coalition (CATC) Parking Lot Repairs, Project No. 16-058, in the amount of \$89,360.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,000.00, for a total project amount of \$98,360.00.

Summary
On Wednesday, June 7, 2017, four (4) bids were received for the CATC Parking Lot Repairs, Project No. 16-058. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hall's Custom Paving & Excavation	Mills, Wyoming	\$ 89,360.00
Andreen Hunt Construction	Mills, Wyoming	\$ 97,730.00
71 Construction	Casper, Wyoming	\$124,247.10
Grizzly Excavating & Const.	Casper, Wyoming	\$135,312.00

The City of Casper was awarded a Capital Assistance Program for Bus and Bus Facilities Formula Program Grant from the Wyoming Department of Transportation (WYDOT) for the CATC Parking Lot Repairs. The grant requires a local funding match of 20% of the project cost, and grant funds will account for the remaining 80% of the project costs. The project includes repairing the asphalt bus parking lot at the CATC facility. This project will provide additional parking for the CATC buses, as well as improve the site drainage. Work is scheduled to be completed by September 1, 2017. The estimate prepared by the City Engineering Division was \$124,200.00.

Due to federal regulations associated with the WYDOT grant, the provisions of Wyoming State Statute § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials do not apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements. A notice was published in the local

newspaper once a week for three consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

The total project amount of \$98,360.00 is from Budgeted Current Revenue of Capital Assistance Program for Bus and Bus Facilities Formula Program Grant Fund and the Metropolitan Planning Organization Fund.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

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 Hall's Custom Paving & Excavation, Inc., P.O. Box 1192, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repair the asphalt parking lot for the Casper Area Transportation Coalition Facility; and,

WHEREAS, Hall's Custom Paving & Excavation, Inc., is able and willing to provide those services specified as the CATC Parking Lot Repairs, Project No. 16-058.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CATC Parking Lot Repairs, Project No. 16-058, 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 **September 1, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 8, 2017**.

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 Three Hundred Dollars (\$300.00) 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 Dollars (\$200.00) 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 Eighty-Nine Thousand Three Hundred Sixty Dollars (\$89,360.00), 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, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

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 (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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 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).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Federal Transit Authority Certifications and Clauses (Pages 1 to 30, inclusive).
- 8.8 Disadvantaged Business Enterprise Participation (Pages DBE-1 to DBE-2, inclusive).
- 8.9 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.12 WYDOT Federal Wage Determination Decision (Pages 1 to 3, inclusive).
- 8.13 Division 01 - General Requirements, consisting of eight (8) sections.
- 8.14 Division 02 – Sitework, consisting of one (1) section.
- 8.15 Notice of Award.
- 8.16 Notice to Proceed.

- 8.17 Minutes of the Pre-Bid Conference, if any.
- 8.18 Contract Drawings consisting of five (5) drawing sheets, with each sheet bearing the following general title:

CATC Parking Lot Repairs

- 8.19 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.20 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.
- 8.21 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.

(This space intentionally left blank)

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:

Wallace Thompson

CONTRACTOR:

Hall's Custom Paving & Excavation, Inc.

WITNESS:

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
 CATC Parking Lot Repairs
 Project No. 16-058

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 **September 1, 2017** and completed and ready for final payment not later than **September 8, 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> May 31, 2017 </u>
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: \$ 89,360.00
~~88,610.00~~ D.D.

TOTAL BASE BID, IN WORDS: ~~Eighty eight thousand six hundred ten~~ D.D. Eighty nine thousand three hundred sixty 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. Exhibit "B" - Itemized Bid Schedule.
 - C. Certification and Restrictions on Lobbying.
 - D. Government-Wide Debarment and Suspension (Non-Procurement).
 - E. Buy American Certification (Steel or Manufactured Products).
 - F. DBE Participation Certification.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

P.O. Box 1192
Mills, NY 13264

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 June 16th, 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: Hall's Custom Paving & Excavation, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

Daniel J Dwyer
(Title) President

(Seal)

Attest: [Signature]

Business Address: P.O. Box 1192
MILLS WY 82644

Phone Number: 259-4601

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.)

EXHIBIT "B"
BID SCHEDULE

CATC Parking Lot Repairs
PROJECT NO. 16-058
June 6, 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 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	Mobilization & Bonds	LS	1	\$ 4000	\$ 4000 ⁰⁰
2	F&I Temporary Traffic Control	LS	1	\$ 500	\$ 500 ⁰⁰
3	Removal of Existing Surfacing	SY	2,000	\$ 3 ⁰⁰	\$ 6000 ⁰⁰
4	F&I Asphalt Pavement (4" Pavement/8" Base)	SY	2,000	\$ 35 ⁰⁰	\$ 70000 ⁰⁰
5	F&I Concrete Valley Gutter	SF	80	\$ 15 ⁰⁰	\$ 1200 ⁰⁰
6	F&I Concrete Flatwork	SF	50	\$ 15 ⁰⁰	\$ 750 ⁰⁰
7	F&I New 12" SDR35 PVC Storm Sewer Line	LF	98	\$ 45 ⁰⁰	\$ 4410 ⁰⁰
8	F&I New 2' x 4' Storm Sewer Inlet	EA	1	\$ 2500	\$ 2500 ⁰⁰
TOTAL BASE BID					\$ 88610 ⁰⁰ D.D. 89,360.

• **BID IN WORDS:**

~~Eighty eight thousand six hundred ten dollars & no/100 D.D.~~
~~Eighty nine thousand three hundred sixty dollars & no/100~~

This bid submitted by: Hall's Custom Paving & Excavation, Inc
 (Individual, partnership, corporation, or joint venture name)

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 any 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.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements

Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by

(Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air

All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to

paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal.

prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written

request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property,

contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. **Termination for Default (Transportation Services)** If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been

issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(1) The Contractor 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 Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation 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.

(2) The Contractor 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.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as

"Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC)

regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to

comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Daniel Dwyer, President, hereby certify
(Name and title of official)

On behalf of Hall's Custom Paving & Excavation, Inc that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

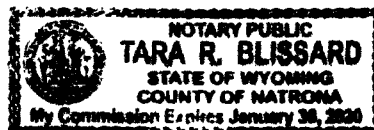
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Hall's Custom Paving & Excavation, Inc

Type or print name Daniel J Dwyer

Signature of authorized representative [Signature] Date 6/6/17

Signature of notary and SEAL Tara R Blissard



GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Hall's Custom Paving & Excavation, Inc

Signature of Authorized Official [Signature] Date 6/16/17

Name and Title of Contractor's Authorized Official Daniel J Dwyer
President

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company Hall's Custom Paving & Excavation, Inc
Name Daniel J Dwyer Title President
Signature [Handwritten Signature] Date 6/6/17

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

WYDOT/FTA (Federal Funds) BIDDING TERMS & CONDITIONS

BIDS SUBMITTED WITH OTHER THAN THESE TERMS AND CONDITIONS WILL BE DEEMED TO BE IRREGULAR AND BID WILL NOT BE CONSIDERED.

SUBMISSION OF BIDS

All bids must be submitted on forms furnished by the Wyoming Department of Transportation, unless otherwise specified, and signed in ink by a proper official of the supplier. Telephone, Facsimile, e-mail or other electronic bids **WILL NOT BE ACCEPTED.**

No bids will be considered in which the Proposal, Specifications or any provisions have been modified.

Bids must be received in the office of the Purchasing Manager on or before the time and date specified. Bids received after the time specified will not be considered and will be returned unopened to the bidder.

Failure to respond (submission of bid, or notice in writing that you do not wish to bid on that particular transaction but would like to remain on the applicable active bidders list) to Invitation to Bid will be understood by the Department to indicate a lack of interest and concurrence in the removal of the supplier's name from the applicable active bidders mailing list for the items concerned.

The Transportation Commission of Wyoming hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority or disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

AMENDMENTS

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

AMERICANS WITH DISABILITIES ACT

The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto. The Contractor shall indemnify, release, save and hold harmless the State of Wyoming, Wyoming Department of Transportation and its officers, agents and employees, from any causes of action, claims or demands, and the costs, including attorney fees, of defending against such claims or demands, arising out of the Contractor's failure to comply with the requirements, responsibilities, and/or duties set forth in the Americans with Disabilities Act and/or any properly promulgated rules and regulations related thereto.

APPLICABLE LAW/VENUE

The construction, interpretation and enforcement of this Contract shall be governed by the law of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, LARAMIE County, Wyoming.

ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this contract without prior written consent of the other party. The Contractor shall not use this contract, or any portion thereof, for collateral for any financial obligation.

AUDIT/ACCESS TO RECORDS

The Department and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract.

AVAILABILITY OF FUNDS

Each payment obligation of the Department is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Department at the end of the period for which the funds are available. The Department shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Department to terminate this Contract in order to acquire similar services from another party.

AWARD AND PURCHASE

The Department reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the Department or by the Contractor, to accept any item or group of items in the bid, as may be in the best interest of the Department.

No verbal explanations, clarifications, additions or instructions will be binding to either the Department or the Bidders, except those confirmed in writing.

A signed purchase order/contract, furnished to the successful bidder, results in a binding contract without further action by either party.

BIDDER'S APPLICATION FORMS

Bidders are required to have a current Bidder's Application Form on file in the Wyoming Department of Transportation's Purchasing Office. Bidder's Application Forms may be obtained by contacting the Purchasing Office at (307) 777-4395, or by visiting the WYDOT website at www.dot.state.wy.us

COMPLIANCE WITH LAW

The Contractor shall keep informed of all Federal, State and local laws; ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those engaged or employed on the work or affect the conduct of the work. The Contractor shall observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the Contractor, subcontractor, suppliers or the Contractor's employees or any others engaged by the Contractor. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

CONFIDENTIALITY OF INFORMATION

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Department for its release.

ENTIRETY OF CONTRACT

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

FORCE MAJEURE

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all

reasonable steps to minimize delays. The provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

INDEMNIFICATION

The Contractor shall release, indemnify, and hold harmless the State of Wyoming, the Department, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Contractor's performance under this contract.

KICKBACKS

The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If 1201, et seq. the Contractor shall assure that no person is discriminated against based on the grounds of the Contractor breaches or violates this warranty, the Department may, at its discretion, terminate this Contract without liability to the Department, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

MATERIAL AVAILABILITY

Contractors must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Contractor to notify the Department immediately if materials specified are discontinued, replaced or not available for an extended period of time.

MODIFICATIONS OR WITHDRAWAL OF BIDS

A bid that is in the possession of the Purchasing Manager may be altered in writing bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. Alterations should not reveal the price but should indicate the addition, subtraction or other change in the bid.

A bid that is in possession of the purchasing manager may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening. Failure of the bidder to furnish the materials, supplies, equipment, printing, services, and construction from a bid on which an award is made shall eliminate the bidder from the active bidders' mailing list for a period of one year. The Department, however, reserves the right to waive this sanction when it determines the extraordinary circumstances exist. The vendor will be responsible for requesting reinstatement on the active bidders' list after the one year period.

NON-COLLUSION

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the State of Wyoming, or any person interested in the proposed Contract; and

The price or prices quoted in this Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

NON-DISCRIMINATION

The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105 et seq.) and the Americans with Disabilities Act (ADA), 42 U.S.C. 1201, et seq. The Contractor shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract.

PREPARATION OF BIDS

Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid Proposal, the UNIT PRICE will govern. UNIT PRICE shown must be net.

SOVEREIGN IMMUNITY

The State of Wyoming and the Department do not waive sovereign immunity by entering into this contract, and specifically retain immunity and defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

TAXES

Direct purchases of materials by the State of Wyoming are exempt from Wyoming Sales or Use Tax. The bidder certifies that no Federal, State, County or Municipal tax will be added to the price shown on the Proposal.

TERMINATION OF CONTRACT

If at any time during the performance of this Contract, in the opinion of the Department, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the Department and after written notice to the Contractor, the Department may terminate this Contract or any part of it. At this termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Department; however, the Contractor shall be liable to the Department for the entire cost of replacement services for the duration of the contract term.

TRADE NAME PROVISIONS

When items within the bid are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.

The use of trade names by the Department is intended to be descriptive but not restrictive and only to establish a standard for articles that will be satisfactory. Bids on all brands and models will be considered, provided the bidder clearly states on the Proposal exactly what they propose to furnish. Specifications or descriptive literature must be forwarded with the bid on proposed "equals".

The Purchasing Manager reserves the right to approve or reject any proposed "equals" that are a variation from Department specifications or requirements.

WARRANTY

Warranties shall be Standard Manufacturer's Warranty unless otherwise specified in the bid documents.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub) contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on the DBE Participation Certification Form. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

A. Documentation of DBE Participation efforts:

- 1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.**
- 2. Complete all portions of the DBE Participation Certification Form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.**
- 3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.**

4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.
- B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:
1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;
 2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;
 3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;
 4. Selecting portions of the work of the contract that could be performed by DBEs;
 5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
 6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;
 7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
 8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;
 9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.

For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALLY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing,

managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

MEASUREMENT and PAYMENT:

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other

subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with "B" above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with "A" above.

Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

(This space intentionally left blank)

Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

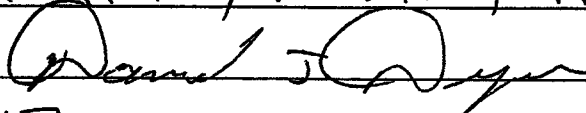
Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

Bidder Name: Hall's Custom Paving & Excavation, Inc

Printed Name of Bidder's Authorized Signatory: Daniel J Dwyer

Bidder Address: P.O. Box 1192, Mills, NY 12604

Signature of Authorized Signatory: 

Date: June 6th 2017

RESOLUTION NO.17-133

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HALL'S CUSTOM PAVING & EXCAVATION, INC., FOR THE CATC PARKING LOT REPAIRS, PROJECT NO. 16-058.

WHEREAS, the City of Casper desires to repair the asphalt parking lot for the Casper Area Transportation Coalition Facility; and,

WHEREAS, Hall's Custom Paving & Excavation, Inc., is able and willing to provide those services specified as CATC Parking Lot Repairs, Project No. 16-058; 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 Nine Thousand Dollars (\$9,000.00) 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, an agreement with Hall's Custom Paving & Excavation, Inc., for those services, in the amount of Eighty-Nine Thousand Three Hundred Sixty Dollars (\$89,360.00).

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 Eighty-Nine Thousand Three Hundred Sixty Dollars (\$89,360.00), and Nine Thousand Dollars (\$9,000.00) for a construction contingency account, for a total project amount of Ninety-Eight Thousand Three Hundred Sixty Dollars (\$98,360.00).

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 Nine Thousand Dollars (\$9,000.00) 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:
(CATC Parking Lot Repairs, Project No. 16-058)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

June 5, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Assistant Public Utilities Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Ramshorn Construction, Inc., in the amount of \$230,000.00, for the 2017 Miscellaneous Sanitary Sewer Replacements, Project No. 17-029

Meeting Type & Date

Regular Council Meeting
July 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Ramshorn Construction, Inc., for the 2017 Miscellaneous Sanitary Sewer Replacements, Project No. 17-029, in the amount of \$210,080.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$19,920.00, for a total project amount of \$230,000.00.

Summary

On Monday, June 5, 2017, five (5) bids were received from contractors to perform eight (8) point repairs, sixteen (16) manhole replacements, and 350 lineal feet of 8" SDR 35 PVC sewer main replacement. The bids received for this work are as follows:

CONTRACTOR	BUISNESS LOCATION	BID AMOUNT
Ramshorn Construction	Casper, Wyoming	\$210,080.00
Grizzly Excavating and Const.	Casper, Wyoming	\$219,445.80
71 Construction	Casper, Wyoming	\$235,703.71
Andreen Hunt Construction	Mills, Wyoming	\$318,800.00
High Plains Construction	Mills, Wyoming	\$373,700.00

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.

Work is scheduled to be completed by October 31, 2017. The estimate prepared by the City of Casper Engineering Department was \$242,000.00.

Financial Considerations

Funding for this project will be from FY17 Sewer Fund Reserves.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Agreement

Resolution

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 Ramshorn Construction, Inc., P.O. Box 2422, Casper, Wyoming 82602 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform eight (8) point repairs, sixteen (16) manhole replacements, and 350 lineal feet of 8" SDR 35 PVC sewer main replacement.; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the 2017 MISCELLANEOUS SANITARY SEWER REPLACEMENTS, Project 17-029.

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 MISCELLANEOUS SANITARY SEWER REPLACEMENTS, Project 17-029.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 All work will be substantially completed by October 31, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 10, 2017. Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 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) 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 (\$200.00) 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 Two Hundred Ten Thousand Eighty and 00/100 Dollars (\$210,080.00), 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, Bid Schedule) and by this reference made a part of this Agreement.

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. 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.

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 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 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 \$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 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.

- 7.3 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.
- 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

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 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Contract Drawings, consisting of seventeen (17) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 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.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. 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 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 first above written.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:
(2017 Miscellaneous Sanitary Sewer Replacements, Project 17-029)

Walter Trench

ATTEST:

CONTRACTOR:
Ramshorn Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

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 MISC. SANITARY SEWER REPLACEMENTS,
Project 17-029

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 October 31, 2017, and completed and ready for final payment not later than November 10, 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> / </u>	Dated <u> 5-30-17 </u>
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: \$ 213,780.⁰⁰ ^{210,060.00 EY}
^{per Bid schedule + unit cost}

TOTAL BASE BID, IN WORDS: Two Hundred Thirteen Thousand Seven Hundred & Eighty 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: Ranchora Construction Inc
PO Box 2427
Casper, Wyo 82602

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 June 5th, 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: Barnham Construction Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Tyler Balty, VP. (seal)

(Title)

(Seal)

Attest: Chad Fago

Business Address: Po Box 2472
24000 Laramie WY 82602

Phone Number: 307 234-6879

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
2017 MISCELLANEOUS SANITARY SEWER REPLACEMENTS
Project 17-029
Casper, Wyoming

Contractor shall furnish and install items 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 and Drawings are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, SY = Square Yards, SF= Square Foot, LF = Linear Foot, EA = Each, CY = Cubic Yard

Bid Schedule

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Bonding	1	LS	\$	\$ 25,000 ⁰⁰
2	R&R 8" Sanitary Sewer (Point Repair)	78 ^{EA}	EA	\$ 3700 ⁰⁰	\$ 288,600 ⁰⁰
3	R&R 48" Sanitary Sewer Manhole	15	EA	\$ 4150 ⁰⁰	\$ 62,250 ⁰⁰
4	Drop manhole	1	EA	\$ 6980 ⁰⁰	\$ 6,980 ⁰⁰
5	Reinstate Sewer Service	14	EA	\$ 400 ⁰⁰	\$ 5,600 ⁰⁰
6	R&R Concrete Sidewalk or Curbwalk	100	SF	\$ 19 ⁰⁰	\$ 1,900 ⁰⁰
7	R&R Concrete Curb and Gutter	20	LF	\$ 120 ⁰⁰	\$ 2,400 ⁰⁰
8	Furnish and Install Asphalt Paving (4" Asphalt/8" Grading "W")	400	SY	\$ 68 ⁰⁰	\$ 27,200 ⁰⁰
9	R&R Concrete Approach or Valley Gutter	400	SF	\$ 12 ⁰⁰	\$ 4,800 ⁰⁰
10	Repair Gravel Alley	600	SY	\$ 7.75	\$ 4,650 ⁰⁰
11	Furnish and Install Flow-Fill Encasement	10	CY	\$ 150	\$ 1,500 ⁰⁰
12	Furnish and Install 8" SDR 35 PVC Sewer Main	300	LF	\$ 45 ⁰⁰	\$ 13,500 ⁰⁰
13	Furnish and Install Concrete Manhole Diamond	16	EA	\$ 1150 ⁰⁰	\$ 18,400 ⁰⁰
14	Traffic Control	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
				Total Base Bid \$	213,780⁰⁰

25,900.00

210,080.00

• **TOTAL BASE BID IN WORDS:**

Two hundred Thirteen Thousand Seven Hundred
Eighty Dollars

This bid submitted by: Ross Construction Inc
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.17-134

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE 2017 MISCELLANEOUS SANITARY SEWER REPLACEMENT, PROJECT NO. 17-029

WHEREAS, the City of Casper desires to perform eight (8) point repairs, sixteen (16) manhole replacements, and 350 lineal feet of 8” SDR 35 PVC sewer main replacement; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the 2017 Miscellaneous Sanitary Sewer Replacement, Project No. 17-029; 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, an agreement with Ramshorn Construction, Inc., for those services, in the amount of Two Hundred Ten Thousand Eighty and 00/100 Dollars (\$210,080.00).

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 an amount not to exceed Two Hundred Ten Thousand Eighty and 00/100 Dollars (\$210,080.00) and Nineteen Thousand Nine Hundred Twenty and 00/100 Dollars (\$19,920.00) for a construction contingency account, for a total price of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00).

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.

(Resolution – 2017 Miscellaneous Sanitary Sewer Replacement, Project No. 17-029)

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

June 6, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Grizzly Excavating & Construction, LLC, in the Amount of \$116,184.00, for the English Avenue Street Improvements, Project No. 16-049.

Meeting Type & Date
Regular Council Meeting
July 5, 2017

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Grizzly Excavating & Construction, LLC, for construction of the English Avenue Street Improvements, Project No. 16-049, for the base bid amount of \$116,184.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$13,816.00, for a total project amount of \$130,000.00.

Summary
On June 6, 2017, bids were received from seven (7) contractors for construction of the English Avenue Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Grizzly Excavating & Construction	Casper, Wyoming	\$ 116,184.00
Treto Construction	Casper, Wyoming	\$ 124,350.00
Installation & Service Company	Mills, Wyoming	\$ 142,352.50
Knife River	Casper, Wyoming	\$ 153,306.50
71 Construction	Casper, Wyoming	\$ 165,652.00
Andreen Hunt Construction	Mills, Wyoming	\$ 190,900.00
Ramshorn Construction	Mills, Wyoming	\$ 195,130.00

The Engineering Office estimate for the project was \$150,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. English Avenue from Poplar Street to Circle Drive was recently designated as one of the City's highest priorities for street reconstruction.

Plans for the project include milling and overlay of asphalt pavement, replacement of storm sewer inlets, reconstruction of failing curb and gutter, and minor waterline modifications. Construction of the improvements is to be substantially complete by September 1, 2017.

Financial Considerations

Funding for the project will be from One Percent #15 funds for Arterial & Collector Streets.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Grizzly Excavating & Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to asphalt and concrete surfaces on a portion of English Avenue; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the City of Casper, English Avenue Street Improvements, Project No. 16-049.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, English Avenue Street Improvements, Project No. 16-049.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, 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 September 1, 2017, and completed and ready for final payment in accordance with Article 14 of the General Conditions by September 15, 2017.
- 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Grizzly Excavating & Construction, LLC
English Avenue Street Improvements, Proj. No. 16-049

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 (\$200.00) 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 Sixteen Thousand One Hundred Eighty-Four and 00/100 Dollars (\$116,184.00), 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, Bid Schedule) and by this reference made a part of this Agreement.

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 so the current retainage is equal to ten percent (10%) of the Work complete.

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 Article 14 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 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.

- 7.3 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.
- 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 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 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 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: English Avenue Street Improvements – Sheets 1 – 6

ARTICLE 9. 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 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 first above written.

APPROVED AS TO FORM:

(English Avenue Street Improvements, Project 16-049)

Walter Srensen

DATED this _____ day of _____, 2017.

ATTEST:

CONTRACTOR:

Grizzly Excavating & Construction, LLC

PO Box 51692

Casper, WY 82605

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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
 English Avenue Street Improvements
 Project No. 16-049

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 **September 1, 2017**, and completed and ready for final payment not later than **September 15, 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 17-7-101, 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>5/30/17</u>
Addendum No. <u> 2 </u>	Dated <u>6/2/17</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: \$ 116,184.⁰⁰
TOTAL BASE BID, IN WORDS: One hundred sixteen thousand
one hundred eighty-four and No 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. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 51692
3441 Burd Rd
Custer, WY 82605

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 June 6, 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: Meisly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jon Suss (seal)

(Title) owner

(Seal)

Attest: Michelle Shellen

Business Address: PO Box 51692
3441 Burd Rd
Casper, WY 82605

Phone Number: 307-265-4328

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.)

BF-4

BID SCHEDULE
ENGLISH AVENUE STREET IMPROVEMENTS
 Project No. 16-049

Bid Date: June 6, 2017

COMPANY NAME: Grizzly Excavating and Const. LLC
 ADDRESS: PO Box 51692 Casper WY 82605

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	7,750.	7,750.
2	F&I Temporary Traffic Control	LS	1	4,000.	4,000.
3	F&I One-Cent Project Signs	EA	2	482.	964.
4	Remove Asphalt Surfacing by Cold Milling	SY	2,850	1.60	4,560.
5	R&R Asphalt Section as Patch (4"/8")	SF	2,150	4.30	9,245.
6	F&I 2" Asphalt Overlay	TON	400	83.	33,200.
7	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	12	800.	9,600.
8	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	8	300.	2,400.
9	R&R Valve Boxes & Clean Valve Tops	EA	6	350.	2,100.
10	R&R 8" PVC Waterline	LF	90	60.	5,400.
11	Connect to Existing 6" Waterline	EA	2	764.	1,528.
12	F&I 8" Gate Valve	EA	1	1,556.	1,556.
13	F&I 8"x6" Reducer	EA	1	231.	231.
14	R&R Fire Hydrant Assembly & 6" Gate Valve	EA	1	7,000.	7,000.
15	R&R 30" Wide Concrete Curb & Gutter (Types Vary)	LF	500	31.20	15,600.
16	Miscellaneous Landscaping Repairs	LS	1	1,000.	1,000.
17	Rehab Existing Catch Basin in Place	EA	6	588.	3,528.
18	F&I 15" PVC Storm Sewer Pipe	LF	30	50.	1,500.
19	R&R Standard Curb Inlet Catch Basin & Grate	EA	2	2,296.	4,592.
TOTAL BASE BID					116,184.

RESOLUTION NO.17-135

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE ENGLISH AVENUE STREET IMPROVEMENTS, PROJECT NO.16-049.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to English Avenue from Poplar Street to Circle Drive; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the English Avenue Street Improvements, Project 16-049; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting 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, an agreement with Grizzly Excavating & Construction, LLC, for those services, in the amount of One Hundred Sixteen Thousand One Hundred Eighty-Four and 00/100 Dollars (\$116,184.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Sixteen Thousand One Hundred Eighty-Four and 00/100 Dollars (\$116,184.00), and Thirteen Thousand Eight Hundred Sixteen and 00/100 Dollars (\$13,816.00) for a construction contingency account, for a total price of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00).

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:

(English Avenue Street Improvements, Project No. 16-049)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

June 27, 2017

MEMO TO: J. Carter Napier, City Manager ^{لدى}

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

SUBJECT: Authorizing Contract for Professional Services with Solid Waste Professionals of Wyoming, LLC (SWPW), in the Amount not to exceed \$208,404.50 for the Casper Balefill Closure, Project No. 17-039.

Meeting Type & Date:

Regular Council Meeting
July 5, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with SWPW in the amount not to exceed \$208,404.50, for the Casper Balefill Closure, Project No. 17-039.

Summary:

The City of Casper (City) Balefill accepted waste from 1966 to 2009 in an unlined, designated 106 acre area just north of Metro Road and east of Bryan Stock Trail. In 1985, fourteen (14) acres in the northwest corner of the one hundred six (106) acre area were covered and no longer open to receive future wastes. In 1995, evidence of groundwater contamination appeared in groundwater wells down gradient of the Balefill. Wyoming Department of Environmental Quality (WDEQ) required the City to install additional groundwater wells to assess the extent of the groundwater contamination. The additional assessment wells were installed in 1997. In 2000, WDEQ recommended the City move its landfill operations to a lined landfill after closure of the Balefill. The City decided to close the Balefill in 2009 prior to reaching its permitted capacity as a stop-gap remedy to prevent wastes from being added to the landfill source of groundwater contamination.

The Balefill closure cap included a geo-synthetic membrane, drainage provisions, final cover and a vegetative layer. The geo-synthetic membrane was designed to cover ninety-two (92) acres, excluding the pre-regulated fourteen (14) acre area that stopped receiving wastes after 1985. WDEQ issued a closure permit in 2010 for the Casper Closed Balefill, permit number 10.070, and in 2015, WDEQ approved construction of a Gas Collection and Control System (GCCS) as an additional remedy to reduce landfill gas as a source of groundwater contamination. The GCCS included fourteen (14) gas extraction wells in the pre-regulated area and over one hundred (100) gas extraction wells over the entire closed Balefill. During construction of the GCCS, it was discovered that the

Solid Waste Professionals of Wyoming, LLC (SWPW)
Casper Balefill Closure, Project No. 17-039

fourteen (14) acres without the geo-synthetic membrane did not have adequate cover for the gas extraction wells to effectively draw landfill gas into the GCCS. After finding that the fourteen (14) acre area had less than six inches (6”) of sand in some areas, WDEQ recommended the fourteen (14) acre area be covered and capped with the same geo-synthetic membrane that covers the remaining ninety-two (92) acres of the closed Balefill. Covering and capping this area will provide a closure cap that meets current landfill regulations and will allow the fourteen (14) gas extraction wells to effectively draw landfill gas to insure maximize operational efficiencies.

To comply with WDEQ’s recommendation, the City needs to have the existing Closed Balefill engineered cap redesigned to include the previously closed fourteen (14) acres to accommodate the new GCCS. The redesign will include construction level drawings to cover the fourteen (14) acre area including drainage provisions, final cover, and a vegetative layer.

Four proposals were received for design and construction administration services related to the Casper Balefill Closure, Project No. 17-039. Three of the four Consultants submitting proposals were interviewed for the work. The Consultants’ interviews were evaluated based on project team qualifications, team management and organizational structure, demonstrated landfill closure design experience, demonstrated ability to recognize construction opportunities during the project, proven record of meeting time requirements, and demonstrated history of local community involvement.

The interview panel consisted of WYDEQ staff, City Engineering, and City Solid Waste Staff. Based on the evaluation criteria above, the interview panel recommended SWPW to be awarded the work for the Casper Balefill Closure, Project No. 17-039.

Financial Considerations:

Funding for this project will be from FY16 Balefill Fund Reserves and will be eligible for 100% reimbursement under the State of Wyoming’s landfill remediation program.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of June, 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. Solid Waste Professionals of Wyoming, LLC, 111 West 2nd Street, Suite 600, Casper, Wyoming 82601 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to design a synthetic landfill cap of approximately fourteen (14) acres for the City of Casper’s Closed Balefill that had not previously been capped in accordance to Wyoming Department of Environmental Quality (WYDEQ) regulations.

B. The project requires professional services for the design, bid support, and construction quality assurance/construction management (construction administration services).

C. The Consultant 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 Consultant 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 Consultant shall perform the following services in connection with and respecting the project. Consultant shall perform the work in the Scope of Services in accordance with all applicable Federal, State, Local laws and regulations, including but not limited to the Wyoming Department of Environmental Quality’s (WYDEQ) Landfill Remediation Program Requirements:

A. Design Phase

1. The redesign shall include revising the Closed Balefill engineered cap to

accommodate the new Gas Collection and Control System (GCCS), including drainage provisions, final cover and vegetative layer.

2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, topographic data, surface elevations, etc.
3. The Consultant shall provide all geotechnical investigations necessary for the work included in the design.
4. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
5. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
6. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
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 fifty percent (50%) completion AND ninety percent (90%) completion, with meetings scheduled with City and WDEQ personnel at each milestone.
8. The Consultant shall meet with Owner and WDEQ 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 attend any special meetings with City Manager or City and WDEQ staff, relating to the performance of this contract, and shall provide the City and WDEQ 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, the City and WDEQ staff.
10. The Consultant shall meet the requirements of WDEQ or other pertinent 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.
11. The Consultant shall provide revisions to the CQA Plan for Closure of Existing Casper Balefill Rev. 2, dated February 5, 2008 (developed by Golder Associates, Inc.), to include all necessary modifications related to the work. The revised

CQA Plan shall be submitted for review to City and WDEQ staff and shall require approval by City and WDEQ.

B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11" X 17") plan sheets may be used, provided all information on the drawings is legible, and with permission of the Owner.
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 conflict locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include landfill boundaries; parcel lines; rights-of way; existing and proposed easements; existing and proposed alignments of gas collection and control systems; existing and proposed alignments of storm sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; existing and proposed soil and vegetative cut, fill or cover areas; existing and proposed impermeable membrane areas and membrane foundation details; 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. 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. Half size sheets (11" x 17") may be used provided all information on the sheets is legible and with permission of the Owner.
6. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the Owner's CAD system.
7. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD AND pdf format, as required by Municipal Code 16.16.020, on one set of compact discs (CD) labeled as "*Final Design Drawings – Casper Balefill Cover, Project No. 17-039*".
8. All AutoCAD drawing 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:

- a. <http://www.casperwy.gov/cms/one.aspx?pageId=87224>
- b. [ftp://Csprftp_CoCST:C0C\\$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip](ftp://Csprftp_CoCST:C0C$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip)

9. 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.

C. Project Manual

1. Consultant shall prepare Technical Specifications covering the required work for the Casper Bafill Closure Design and Contraction Administrative.
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/her professional engineer's stamp, date, and signature to the front cover of the project manual in accordance with Wyoming State Statutes.

D. Sub-consultants

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.

3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(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 format 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.

2. 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.
3. 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.
4. Project Coordination. Consultant shall be responsible for coordination with the WDEQ, all general construction contractors performing the work (including but not limited to earthworks contractor, geomembrane/geo-synthetics installer, and geo-synthetics procurement), subcontractors/subconsultants performing geomembrane integrity/geo-electric leak detection surveys, 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.
5. Construction Administration: Consultant shall provide construction quality assurance and construction management (CM) which shall include soils/materials testing, product verification testing, construction monitoring, construction verification testing, administration of project meetings as related to CQA, geomembrane integrity/geo-electric leak detection surveys following installation of geomembrane and again after placement of foundation drainage layers, and a final certification report consisting of information and data generated by the revised CQA report/program which shall document that landfill construction is in compliance with the contract documents and the design intent.
 - a. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 1. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such 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. The RPR and the assistant will be on site for an average of eight (8) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

2. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in "Exhibit A, Duties, Responsibilities and Limitation of Authority of Resident Project Representative."
3. (i.) The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

(ii.) Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his/her on-site observations, as an experienced and qualified construction management professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
4. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary." Construction diary shall contain notes of conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during

construction of the Project.

5. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and a digital time stamp. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

b. Recordkeeping.

1. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
2. During construction, progress meetings to include Owner's representative, Consultant, Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
3. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractors' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he/she is in agreement.

c. Construction Staking. Consultant shall provide limited construction staking services for the Contractors, as follows:

1. Establish horizontal and vertical control for construction.
2. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.

d. 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.

- e. 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.
1. 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.
 2. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
 3. Inspection and Tests. Consultant shall provide material testing as specified in the Contract Documents.
 4. 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.
 5. 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:
 - i. 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).

- ii. 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.
6. 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.
 7. 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.

8. 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 Municipal Code 16.16.020 and Section 1.B.7 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 - Casper Balefill Closure, Project No. 17-039."
9. 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.
10. 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.
11. 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 1.F.1 through 1.F.11, inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The design and bid support services of the Consultant shall be undertaken and completed on or before the 3rd day of November 2017.

The construction administration services of the Consultant shall be undertaken and completed on or before the 1st day of November 2018 (with warranty period ending on or before November 1, 2019).

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Eight Thousand Four Hundred Four and 50/100 Dollars (\$208,404.50).

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, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and with the requirements of WYDEQ Landfill Remediation Program's Eligible and Ineligible Items for payment as shown in Exhibit "B", which is hereby made part of this Contract, and the Consultant 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.

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.

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:

Wallis Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONSULTANT:
Solid Waste Professionals of Wyoming, LLC

By: Angie Gilbert
Printed Name: Angie Gilbert
Title: office manager

By: Travis Evans
Printed Name: Travis Evans
Title: Principal

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 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 City, 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 for damages sustained by the City, 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 from the Consultant 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 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.

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 City: 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 City, 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 City.

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.

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. 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 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.
- 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 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, 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 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 a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City 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 is 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 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.

12. 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 by Resolution of its governing body. Consultant 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.

EXHIBIT A
TO
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS
OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.

5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
 - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 4 of the Agreement, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

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

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

EXHIBIT "B"

ITEMS ELIGIBLE FOR PAYMENT

Customary work plan preparation expenses will be eligible for payment, including:

- Review of existing site information;
- Meeting with Department and operator to discuss the scope of work;
- Preparation of plan documents;
- Preparation of a site Health and Safety Plan (HASP).

Customary investigation expenses that are performed in accordance with a Department approved work plan will be eligible for payment, including:

- Geophysical investigations;
- Utility clearances ("locates");
- Well drilling, construction and development (drilling needs to be invoiced by the foot or hour);
- Surveying;
- Drill rig mobilization and demobilization;
- Preparation of an investigation report;
- Field oversight by a qualified geologist or engineer, as appropriate;
- Field monitoring (including health and safety monitoring during field activities);
- Personal protective equipment (PPE);
- Field supplies;
- Mileage: Passenger cars, 3/4 ton vehicles (and under), shall be paid at the IRS rate in effect at the time of the work; one-ton vehicles shall be paid at a rate of 2.25 times the IRS rate in effect at the time of the work; drill rigs shall be paid at a rate of \$2.50/mile;
- Lodging and meals shall be paid with per diem rates as utilized by the State of Wyoming;
- Payment for the actual cost of communication items such as postage, photocopies, report covers, etc., is preferred; however, a "Communication Fee" no greater than 2.5% of labor charges may be charged for these items if not included in standard billing rates (the fee must be a standard billing practice of the consultant).

Customary sampling and analysis expenses will be eligible for payment, including:

- Labor, equipment, and material costs for the field work to collect samples;
- Conventional bailer sampling methods and equipment, or other methods as approved by the Department;
- Laboratory analytical charges;
- Reporting expenses.

Remediation Project Costs:

- Capping or approved phased reclamation
- Groundwater remediation and monitoring
- Methane mitigation and monitoring
- Other closure related expenses, including engineering, geological, and other professional services

Note: When evaluating which costs are eligible for payment, the amount charged by others conducting similar work will be considered. Invoices must be itemized and detailed. Labor charges must include dates, rates, hours and activities. Project supplies must be listed in detail with clearly itemized quantities and costs. Mobilization and demobilization charges must include details on mileage, hourly, or daily rates and quantities of each. Invoiced travel charges must include dates, destinations, mileage and rates. Drilling/completion costs must be estimated and billed by the hour or foot. Invoices must include rates and actual footage/hours as well as specifics on the materials used. Invoices from subcontractors must include a similar level of detail.

Note: The eligibility of labor and material charges not covered by this list shall be determined through advance consultation with the Department.

ITEMS INELIGIBLE FOR PAYMENT

Chapter 17 Ineligible Expenses:

- Salaries or benefits for employees of the municipal solid waste facility;
- Operational costs of municipal solid waste facilities;
- Costs for any asset that is owned by a private property owner;
- Costs for tap fees, sewer and water fees, and plant investment fees;
- Engineering fees, including design, inspection, and contract administration costs, over ten percent (10%) of projects costs, unless otherwise approved by the Department;
- All non-cash costs except:
 - (A) Land, labor, materials, equipment, and services provided by the applicant, and used for project purposes, valued at reasonable, actual cost;
 - (B) Land, labor, materials, equipment, and services provided to the applicant by others, at no cost to the applicant, used for project purposes and valued at reasonable, actual cost; and
 - (C) Land which is integral to the Municipal Solid Waste Facilities Remediation Program process but not costs for land in excess of current fair market value and/or costs for an amount of land in excess of that needed for project purposes. Land costs not defined in the application will be ineligible for reimbursement.
- Costs for preparation or presentation of applications for any source of funding;
- Costs for transportation, meals, and lodging incurred anywhere away from the site of the project;
- Costs of tools, supplies, and furnishings for capital projects not included in DEQ - approved construction contract documents, including, but not limited to, capital equipment, hammers, tanks, tools, furniture, drapes, blinds, file cabinets, file folders, and survey stakes;
- Legal fees;
- Costs related to issuance of bonds;
- Costs for real property in excess of current fair market value and/or costs for an amount of real property in excess of that needed for project purposes;

- Costs to establish and form special districts or joint powers boards;
- Costs incurred prior to facility being eligible pursuant to Section 3, except costs for architectural and engineering design and those costs incurred pursuant to Section 3(a)(iii)(C) of this Chapter;
- Costs for a contingency or additional work allowance in excess of ten percent (10%) of estimated construction costs;
- Costs for change orders not approved by the Department;
- Lump sum contracts unless approved by the Department; and
- Costs for meals, mileage and incidental expenses in excess of federal per diem rates.

Other Ineligible Expenses:

- Costs to establish and form special districts or joint powers boards;
- Costs to select consultants or contractors;
- Weather delays (short delays may be appropriate with approval from WDEQ);
- Equipment delays;
- Crew change charges;
- General "down time";
- Costs for work NOT pre-approved by the Department;
- Repetitive mobilization and/or demobilization charges;
- Contractor work delays due to labor disputes or work stoppages;
- Markup or handling charges will not be paid; all overhead costs associated with negotiating subcontractors, insurance, purchase and storage of materials or supplies, etc., must be included in direct labor rates;
- Any re-drilling of boreholes necessitated by the negligence or fault of the RECIPIENT;
- Any re-drilling of boreholes caused by failure to reach the planned total depth, by careless drilling affecting samples, or for failure in the installation of well materials;
- Resampling required due to sample handling, sample container breakage, missed hold times, etc.;
- Report corrections needed due to deficiencies.

RESOLUTION NO.17-136

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC (SWPW) FOR DESIGN, BIDDING ASSISTANCE CONSTRUCTION QUALITY CONTROL OVERSIGHT AND PROJECT ADMINISTRATION FOR CONSTRUCTION OF THE CASPER BALEFILL CLOSURE.

WHEREAS, the City of Casper desires to design and construct a synthetic landfill cap of approximately fourteen (14) acres for the City of Casper's Closed Balefill that had not previously been capped in accordance with Wyoming Department of Environmental Quality (WYDEQ) regulations; and,

WHEREAS, the City of Casper desires to have SWPW provide design, bidding assistance, construction quality assurance (CQA) oversight and project administration performed during the construction of the Casper Balefill Closure, Project No. 17-039; and,

WHEREAS, SWPW, is able and willing to provide these design, bidding assistance, CQA oversight and project administration services for construction of the Casper Balefill Closure, Project No. 17-039.

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 with SWPW for this service.

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 contract, equal to a total fixed cost amount of Two Hundred Eight Thousand Four Hundred Four and 50/100 Dollars (\$208,404.50).

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

June 26, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Dan Coryell, Parks Manager
Beth Andress, Keep Casper Beautiful Coordinator

SUBJECT: Accepting Tree Planting Grant from Keep America Beautiful in the Amount of \$5,000, for Trees in Washington Park, Highland Cemetery, and the Casper Municipal Golf Course.

Meeting Type & Date:

Regular Council Meeting
July 5, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, accept a Tree Planting Grant from Keep America Beautiful, in the amount of \$5,000, to be used for trees in Washington Park, Highland Cemetery, and the Municipal Golf Course.

Summary:

In mid-May, City staff applied for a grant through Keep America Beautiful called the UPS Environmental Grant. The purpose of the grant is to beautify and improve community environments. Keep Casper Beautiful met the eligibility requirements (a KAB certified affiliate in good standing and partnering with the local UPS) for this grant. Keep Casper Beautiful has been a recipient of this same grant each year since 2012. Previous grants funded tree purchases for the area along I-25 at the Field of Dreams baseball complex, along roads within the North Casper Soccer Complex, native and fruit trees for Goodstein Park, and replacement trees for Eastdale Park, Washington Park, and Conwell Park.

This year staff applied for the grant to replace trees in Washington Park, Highland Cemetery, and the Casper Municipal Golf Course. Due to two major winter storms in 2013 and 2014, the areas have lost a combined total of 170 trees. These grant funds will be used to purchase about five (5) trees for Washington Park, five (5) at the Municipal Golf Course, and ten (10) at Highland Cemetery. The grant requires no cash or in-kind match. The funds must be spent by June 2018, and a one-page final report must be sent in by June 2018.

Financial Consideration:

The one-time grant funding for \$5,000 will be from the Unbudgeted Unanticipated Revenue of the General Fund.

Oversight/Project Responsibility:

Beth Andress, Keep Casper Beautiful Coordinator

Attachment:

Resolution

RESOLUTION NO. 17-137

A RESOLUTION ACCEPTING A TREE PLANTING GRANT FROM
KEEP AMERICA BEAUTIFUL.

WHEREAS, the City of Casper desires to replace trees in City of Casper parks that have died due to unseasonably harsh winter weather; and,

WHEREAS, the City of Casper has been awarded a Tree Planting Grant from Keep American Beautiful, in the amount of Five Thousand Dollars (\$5,000); and,

WHEREAS, the City of Casper desires to use these funds for the purchase of trees for Washington Park, Highland Cemetery, and the Casper Municipal Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Tree Planting Grant from Keep America Beautiful, in the amount of Five Thousand Dollars (\$5,000), for the purchase of replacement trees in City of Casper parks, is hereby accepted.

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

June 7, 2017

MEMO TO: J. Carter Napier, City Manager ^{JN}

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Contract for Professional Services with Inberg Miller Engineers (IME), in the Amount of \$41,840, for the Columbine Street Improvements Project, No. 17-003.

Meeting Type & Date:
Regular Council Meeting
July 5, 2017

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with IME, in the amount of \$41,840, for construction administration, materials testing and survey control monument installation for the Columbine Street Improvements Project, No. 17-003.

Summary:

Six (6) proposals were received in response to the Request for Proposals for construction administration, materials testing and survey control monument installation for the construction of the above work. Selection was based on fee, qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, and community involvement.

The proposed improvements for this project include replacement of the existing street surfacing (mill and overlay and full-depth), miscellaneous curbs, driveway and alley concrete approaches, ADA ramps and valley gutters; replacement of sewer manhole risers and concrete diamonds; fire hydrant replacement, and valve diamond replacement.

Engineering Staff has reviewed the six proposals and recommends awarding IME the work for a price of \$41,840.00. IME submitted the proposal best meeting the above selection criteria for the construction improvements.

Financial Considerations

Funding for this project will be from One Cent #15 Optional Sales Tax Funds allocated to FY16 Miscellaneous Residential Streets.

Oversight/Project Responsibility
Alex Sveda, Associate Engineer

Attachments
Resolution
Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 19th day of June, 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. Inberg Miller Engineers, 1120 East "C" Street, Casper Wyoming, 82601 ("Consultant").

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

RECITALS

A. The City is undertaking a project to construct improvements for Columbine Street otherwise known as the Columbine Street Improvements Project, No. 17-003.

B. The project requires professional services for the construction administration services, materials testing and installation of a survey control monument.

C. The Consultant 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 Consultant 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 Consultant shall perform the following services in connection with and respecting the project:

A. Construction: "Contract Documents" refers to the Contract Documents for the **Columbine Street Improvements Project, No. 17-003.**

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 (1990 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 five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the 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.
 - b. The purpose of Consultant's visits to the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any

failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date with digital time stamp. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken for each new fire hydrant assembly installed (including photos of the open trench, tap at the main, lateral and assembly), areas where there are issues with subgrade, utility conflicts and shall be taken randomly during critical stages of construction..
- f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
- g. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
- h. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction

activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. 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.
6. 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.
7. Shop Drawings. The Consultant shall review and approve Shop Drawings. A submittal log indicating submittal dates, products and approvals will be shared with Owner during the submittal phase.
8. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
9. 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.
10. 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.

11. 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.
12. 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 (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in the Contract Documents.
13. 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.

release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

15. Survey Control Monument. Consultant shall install a Survey Control Monument in a workmanlike manner and as specified in Section 01800, which is attached and hereby made part of this agreement.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Forty One Thousand Eight Hundred Forty and 00/100 (\$41,840.00).

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, and following approval by the Casper City Council. 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.

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.

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

Wallace Trembly

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONSULTANT
Inberg Miller Engineers

By: Katie Pirik

By: E.T. Graney

Printed Name: Katie Pirik

Printed Name: Eric T. Graney

Title: Admin Assistant

Title: Senior Vice President

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 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 City, 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 for damages sustained by the City, 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 from the Consultant 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 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.

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 City: 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 City, 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 City.

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.

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. 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 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.

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 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, 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 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 a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City 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 is 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 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.

12. 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 by Resolution of its governing body. Consultant 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.

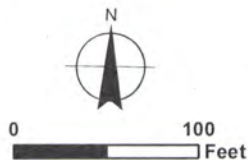
14. NO THIRD PARTY BENEFICIARY RIGHTS:

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.



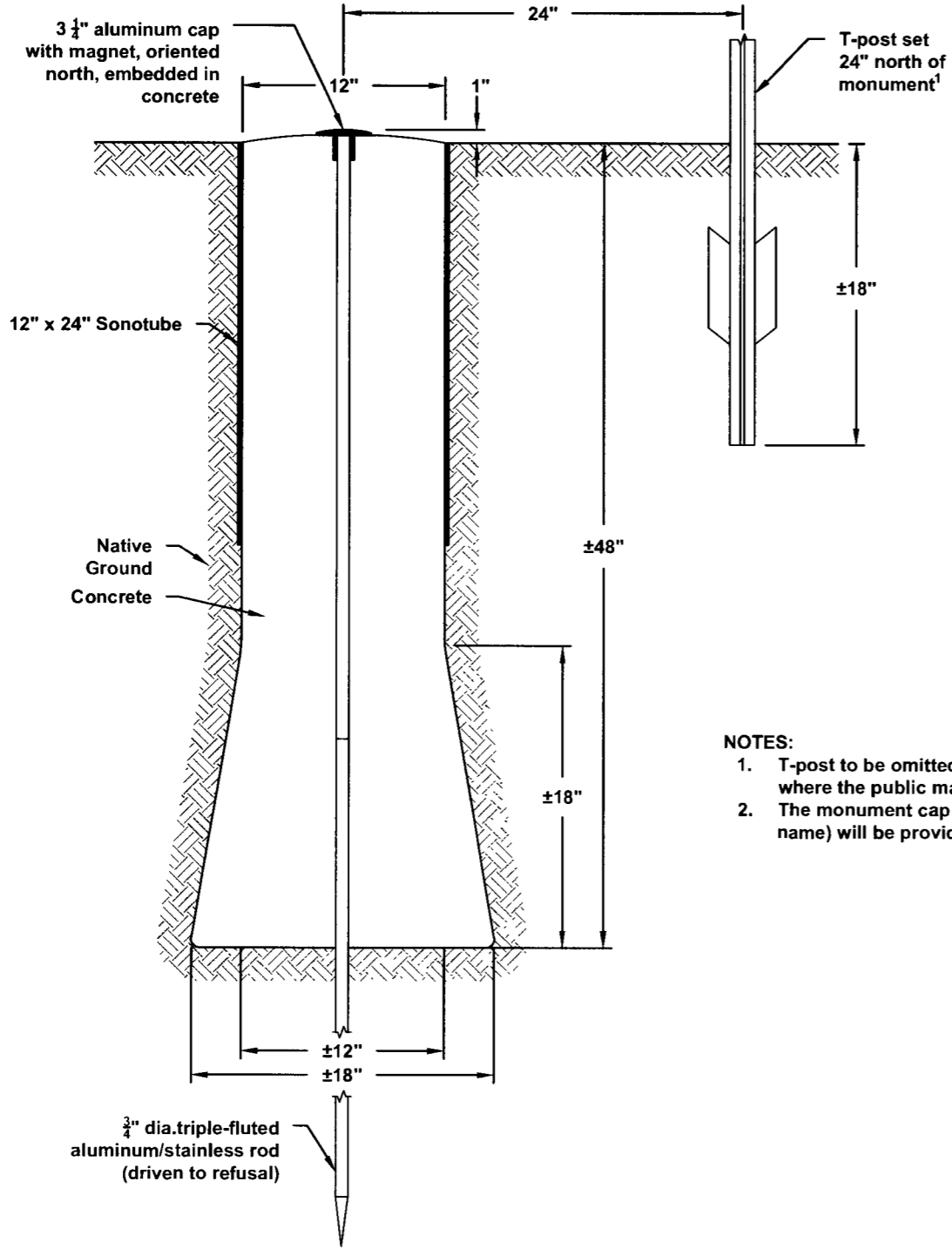
**Natrona Regional Geospatial Cooperative (NRGC):
Proposed Control Monument (NRGC008)
City of Casper, Natrona County, Wyoming**

Prepared By : Sources: Natrona Regional Geospatial Cooperative (NRGC); Date: 2017 04 03.
Path: Q:\City_Manager\IT\GIS\Projects\2015\20150015-City of Casper Control\maps\NRGC008_Hotel.mxd
All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.

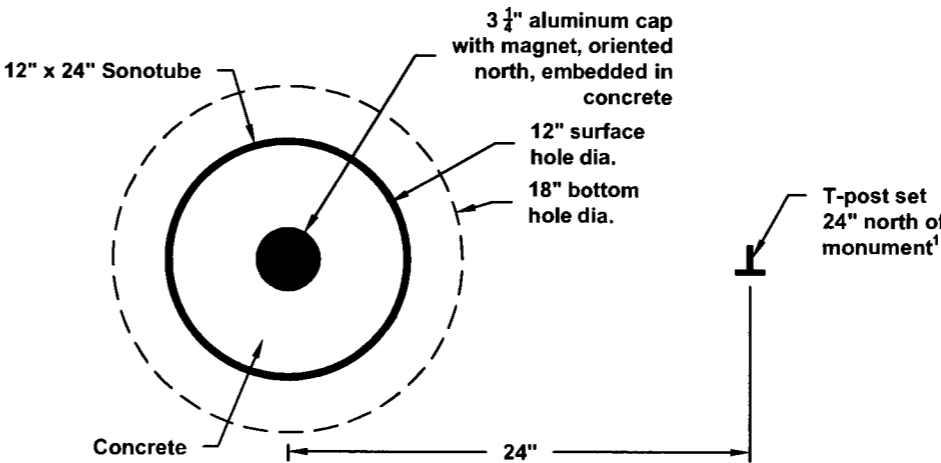


1. Consultant shall be responsible for the installation of **One (1)** regional survey control monument, labeled as NRGC008 (HOTEL).
2. The physical monument shall be installed per the instructions outlined in the "**Natrona Regional Geospatial Cooperative (NRGC) Regional Survey Monument Detail – REVISION 2017.03.03: SWC**".
3. The location of the monument will be determined in cooperation with the project Owner and will meet the following basic criteria.
 - a. GPS: The monument location shall be observable using survey grade GPS. Overhead and multipath obstructions must be minimized as much as possible.
 - b. Access: The monument shall be placed on municipal or public property or in publicly accessible right-of-way (ROW). The monument shall not be placed on private property or within existing or proposed easements.
 - c. Placement: The monument shall be placed at the highest elevation possible/practical for the chosen location and shall be placed 10' or more in the horizontal and vertical from underground and overhead utilities. The monument placement will be stable and secure.
 - d. Construction: The monument location shall be accessible by construction and maintenance equipment.
4. The Consultant shall provide all survey files, field images, and field notes related to the installation of the monument to the Project Owner.

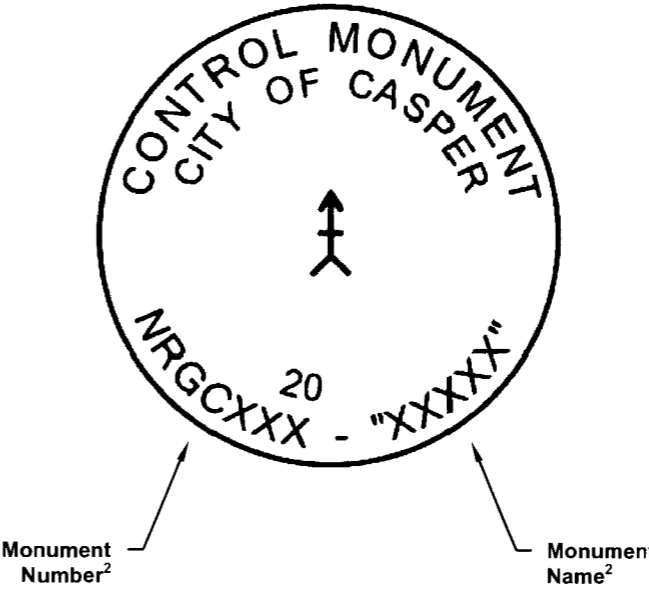
**Survey Control Monument
Installation Detail (Profile View)**



**Survey Control Monument
Installation Detail (Plan View)**



**Survey Control Monument
Installation Detail (Cap Detail)**



- NOTES:**
1. T-post to be omitted in public parks or areas where the public may be harmed.
 2. The monument cap information (number and name) will be provided prior to installation.

CITY OF CASPER ENGINEERING
200 N. DAVID STREET
CASPER, WY 82601

PROJECT NO. 20150015

DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

REVISIONS
2016 10 24 SWC
2017 03 03 SWC

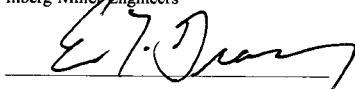
NATRONA REGIONAL GEOSPATIAL COOPERATIVE
REGIONAL SURVEY MONUMENT DETAIL

CITY OF CASPER - ENGINEERING DIVISION
COLUMBINE STREET IMPROVEMENTS PROJECT - FEE SCHEDULE: Construction Admin. Services
 IME PROJECT 19066-CE
 June 7, 2017

TASK NO. & DESCRIPTION	PERSONNEL HOURS BY CLASSIFICATION/RATE							Vehicle	LABORATORY TESTING	SUPPLIES, EXPENSES, AND EQUIPMENT	TASK TOTALS
	PROJECT PRINCIPAL	PROJECT MANAGER	STAFF ENGINEER	SURVEY GPS TECH	ENGINEERING TECHNICIAN III	PROJECT SUPPORT	LABOR TOTALS				
1 CONTRACT ADMINISTRATION	6 \$870	24 \$3,240	8 \$680	\$90.00	\$75.00	30 \$1,800	68 \$6,590				\$6,590
2 PRE-CONSTRUCTION MEETING		2 \$270	2 \$170				4 \$440	\$20			\$460
3. PROJECT COORDINATION		2 \$270	8 \$680			30 \$1,800	40 \$2,750	\$100			\$2,850
4 CONSTRUCTION OBSERVATION		12 \$1,620	20 \$1,700		210 \$15,750		242 \$19,070	\$1,680			\$20,750
5 INSPECTION AND TESTS		10 \$1,350	20 \$1,700		30 \$2,250		60 \$5,300	\$120	\$500	\$100	\$6,020
6 APPLICATIONS FOR PAYMENT		2 \$270	4 \$340			2 \$120	8 \$730				\$730
7. CONTRACTORS COMPLETION DOCUMENTS		2 \$270	4 \$340				6 \$610				\$610
8 WALK-THROUGHS		4 \$540	20 \$1,700				24 \$2,240	\$20			\$2,260
9 WARRANTY PERIOD INSPECTIONS		2 \$270			2 \$150		4 \$420				\$420
10. SURVEY CONTROL MONUMENT				8 \$720			8 \$720	\$70		\$360	\$1,150
TOTAL HRS	6	60	86	8	242	62	464	\$2,010	\$500	\$460	\$41,840
TOTAL \$	\$870	\$8,100	\$7,310	\$720	\$18,150	\$3,720	\$38,870				

**CONSTRUCTION
 ADMINISTRATION \$41,840
 SERVICES TOTAL**

ACKNOWLEDGEMENT OF THIS PRICE PROPOSAL
 dated this 7th day of June, 2017, by
 Eric T. Graney, P.G., Senior Vice President for
 Inberg-Miller Engineers


 Eric T. Graney, P.G., Senior Vice President

RESOLUTION NO. 17-138

A RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION ADMINISTRATION, MATERIALS TESTING AND CONTROL MONUMENT INSTALLATION SERVICES WITH INBERG MILLER ENGINEERS (IME), FOR THE COLUMBINE STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide a construction administration services, materials testing and installation of a survey control monument for the Columbine Street Improvements Project, No. 17-003; and,

WHEREAS, Inberg Miller Engineers (IME), is able and willing to provide those professional 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 contract for professional services with Civil Engineering Professionals, Inc., in the amount of Forty One Thousand Eight Hundred Forty and 00/100 (\$41,840.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds throughout the project as prescribed by the agreement, for a total amount not to exceed Forty One Thousand Eight Hundred Forty and 00/100 (\$41,840.00).

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

June 12, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing approval of an M-21 Utility Service/Repair Permit with the Wyoming Department of Transportation for Abandoning Six Water Service Lines at the Intersection of Hwy 20/26 and Hwy 257

Meeting Type & Date
Regular Council Meeting
July 5, 2017

Action type
Resolution

Recommendation
That Council, by resolution, authorize approval of an M-21 Utility Service/Repair Permit with the Wyoming Department of Transportation for Abandoning Six Water Service Lines at the Intersection of Hwy 20/26 and Hwy 257.

Summary
The City of Casper is preparing to transfer ownership of approximately 35 water service lines and associated water mains in the Hanley Acres area to the Town of Mills. As part of this transfer of ownership, there are six water service lines that will be abandoned at the intersection of Hwy 20/26 and Hwy 257. These services are now fed from a City of Casper water main. After the transfer of ownership, these services will be fed from a Town of Mills water main.

As the existing services are on a City of Casper water main, WYDOT requires an M-21 Utility Service/Repair Permit with the City for these abandonments.

Financial Considerations
No financial considerations.

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
WYDOT Utility Service/Repair Permit

Conditions.

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.
- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
 - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
 - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
 - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
 - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

4. Signatures.

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

PERMITTEE

Kenyne Humphrey, Mayor

Printed Name and Title

Signature

Date

(307) 235 - 8224

Phone Number

E-mail

CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)

Bruce Martin, Public Utilities Manager

Printed Name and Title

(307) 235 - 7543

bmartin@casperwy.gov

Phone Number

E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

M-21 Permit General Instructions

A. Originated by:

This form is originated by the utility owner with an M-54 license for the existing facility.

B. Guidelines:

This form is used in lieu of the M-54 License Form for access to WYDOT's right-of-way for maintenance and repairs as well as service taps to existing licensed facilities, for example water, sewer, and gas taps to individual customers.

In case of leaks or other emergencies, it is more critical that the work be performed to remedy any hazardous situation and avoid further damage to the surrounding area. Under these circumstances, it is acceptable to contact the District Maintenance Engineer for verbal approval and then to complete this permit after the work has already begun.

Form M-21 shall be approved by the appropriate District Representative. The Exhibit "A" shall meet the minimum requirements set forth in the Utility Accommodation Regulations Chapter V, Section 8. Exhibits for Licenses. These requirements are included in the Permit under item 3.

C. Distribution:

For each Permit, the District shall give one copy to the Permittee (on site utility company representative shall have this in hand at time of work), retain one copy for District files, and mail one copy to the Utility Section in Cheyenne. The Utility Section will use the M-21 information to update the existing M-54 license information, GPS coordinates, current POC information, etc.

D. Form:

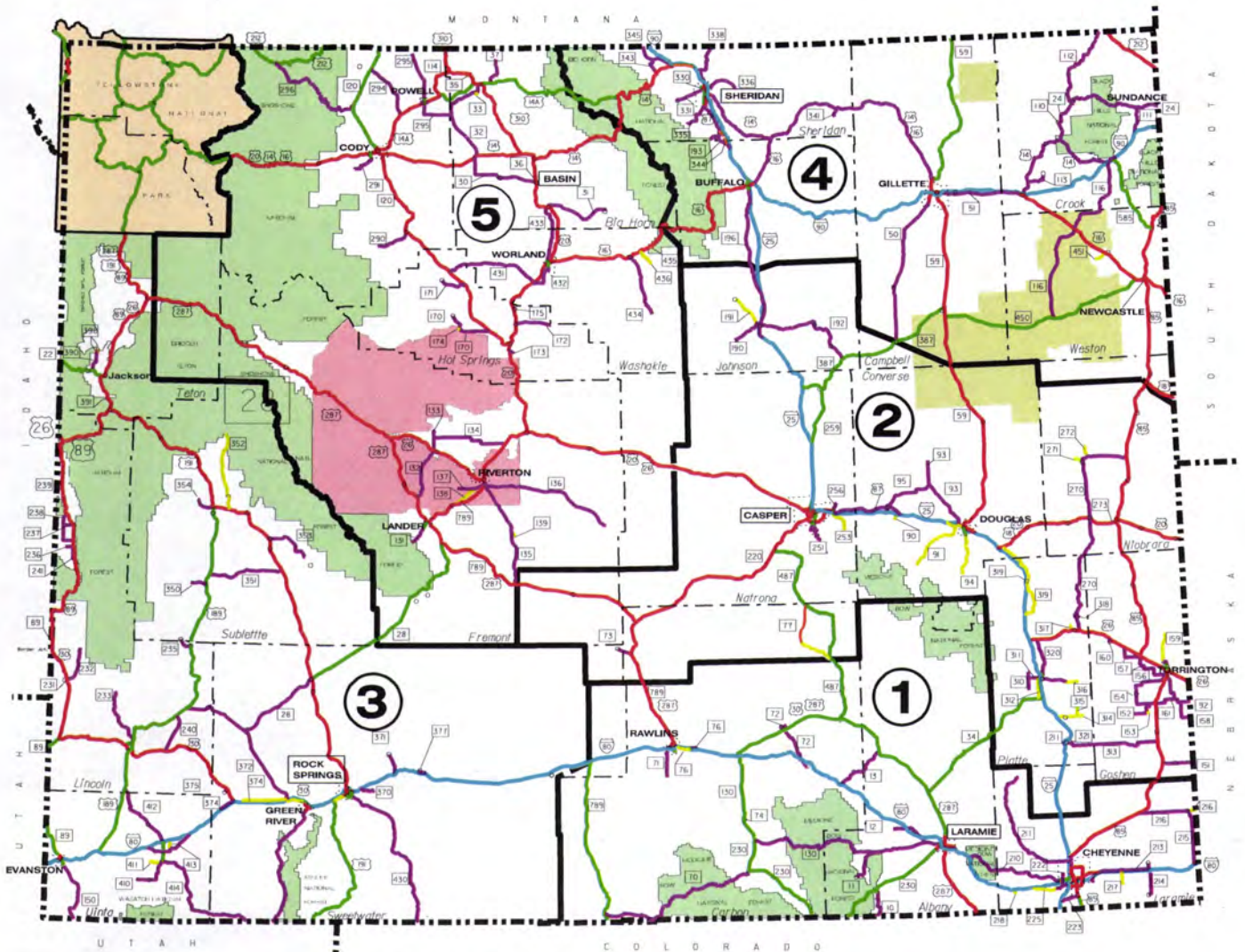
Form M-21 is available from the Utility Section in Cheyenne, from the District office, or online at: http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.default.html

STATE OF WYOMING

PREPARED BY THE WYOMING DEPARTMENT OF TRANSPORTATION

CONTACT THE DISTRICT MAINTENANCE ENGINEER
IN THE DISTRICT AREA WHERE THE WORK IS TAKING PLACE

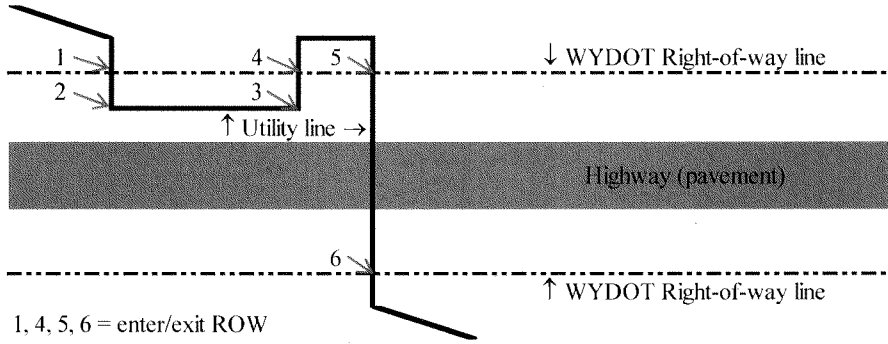
DISTRICT NUMBER	PHYSICAL ADDRESS MAILING ADDRESS (IF DIFFERENT)	TELEPHONE NUMBER
1	3411 SOUTH 3RD STREET, LARAMIE, WY 82070	307 745-2117
2	900 BRYAN STOCK TRAIL, CASPER, WY 82601	307 473-3222
3	3200 ELK STREET, PO BOX 1260, ROCK SPRINGS, WY 82902-1260	307 352-3033
4	10 EAST BRUNDAGE LANE, SHERIDAN, WY 82801	307 674-2320
5	218 WEST C, PO BOX 461, BASIN, WY 82410	307 568-3413



TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION

Additional GPS Coordinates

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the right-of-way. You may disregard this form if your license exhibit contains this information.



- 1 41.291643° -105.560232° (Enter)
2 41.291574° -105.560232° (Change)
3 41.291560° -105.559108° (Change)
4 41.291635° -105.559104° (Exit)
5 41.291626° -105.558900° (Enter)
6 41.290781° -105.558885° (Exit)

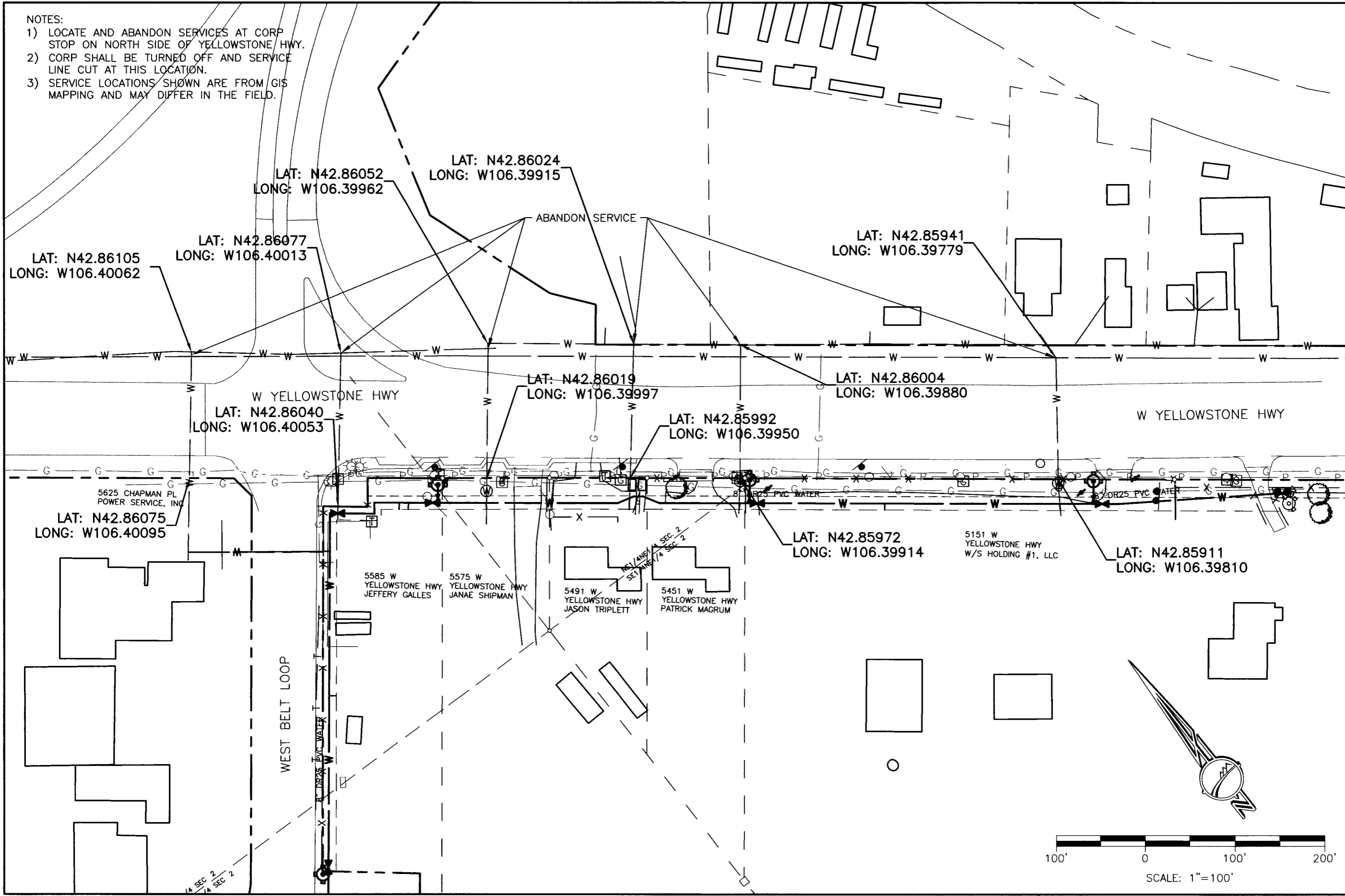
1, 4, 5, 6 = enter/exit ROW
2 and 3 = change in direction within ROW

Use the diagram below to label your GPS locations per the above example.

Blank area for drawing a diagram similar to the example above.

Location 1 Latitude _____ Longitude _____
Location 2 Latitude _____ Longitude _____
Location 3 Latitude _____ Longitude _____
Location 4 Latitude _____ Longitude _____
Location 5 Latitude _____ Longitude _____
Location 6 Latitude _____ Longitude _____
Location 7 Latitude _____ Longitude _____
Location 8 Latitude _____ Longitude _____
Location 9 Latitude _____ Longitude _____
Location 10 Latitude _____ Longitude _____
Location 11 Latitude _____ Longitude _____
Location 12 Latitude _____ Longitude _____

- NOTES:
- 1) LOCATE AND ABANDON SERVICES AT CORP STOP ON NORTH SIDE OF YELLOWSTONE HWY.
 - 2) CORP SHALL BE TURNED OFF AND SERVICE LINE CUT AT THIS LOCATION.
 - 3) SERVICE LOCATIONS SHOWN ARE FROM GIS MAPPING AND MAY DIFFER IN THE FIELD.



N:\CLIENT\TOWN OF MILLS\16193 - TOWN OF MILLS - 2016 WBL WATER LINE\CIVIL\DWG\DESIGN_CURRENT DESIGN_TOW WBL WATER CAD 2015.DWG



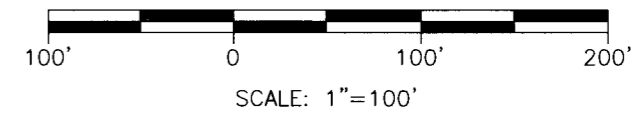
W.O. No.: 16193
 Book No.:
 Acad File: CURRENT DESIGN_TOW WBL WATER CAD 2015.dwg
 Drwg By: JLS
 MDW
 Chk By:
 FOR: WYDOT

REVISIONS

NO.	DESCRIPTION

WEST BELT LOOP WATER LINE
 M-21 PERMIT EXHIBIT "A"
 MILLS, WY

SHEET NO. 1 OF 1
 DATE 5/25/17



RESOLUTION NO.17-139

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ABANDONMENT OF SIX WATER SERVICE LINES AT THE INTERSECTION OF HWY 20/26 AND HWY 257.

WHEREAS, the City of Casper desires to abandon six water service lines within Wyoming Department of Transportation right-of-way; and,

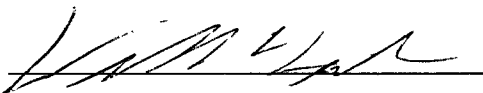
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an access permit and utility license for the work.

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 utility service/repair permit with the Wyoming Department of Transportation for the abandonment of six water service lines at the intersection of Hwy 20/26 and Hwy 257.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the Mayor is hereby designated as the authorized representative of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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

June 27, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Wallace Trembath, Assistant City Attorney *W.T.*
William C. Luben, City Attorney
SUBJECT: Authorization of a Professional Services Contract with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation, to update the telecommunications sections of the Casper Municipal Code.

Meeting Type & Date

Regular Council Meeting
Tuesday, July 5, 2017

Action Type

Resolution to approve a Contract for Professional Services

Recommendation

That Council, by resolution, authorize the City to enter into, and the Mayor to sign a Contract for Professional Services with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation.

Summary

The demand for good cellular coverage and seamless connection to wireless broadband continues to grow. In response, wireless service providers estimate that next year alone, at least 150,000 new wireless telecommunication facilities will be installed nationwide, and more than 500,000 will be installed the following year to keep up with consumer demand for data and to deploy 5g networks.

The City has already been approached by one company who desires to locate its “mini-cell towers” in City rights of way. The Telecommunications Act of 1996 states that local governments cannot “prohibit or have the effect of prohibiting wireless facilities,” but also preserves local zoning authority over the “placement, construction, and modification of wireless facilities.” Several other layers of law apply, and it appears clear that wireless telecommunication providers may locate in public rights of way.

While these new technologies are valuable to the community, City staff has concerns about preserving the integrity of the community and protecting its valuable property rights in its rights of way. Additionally, several factors make these new mini-towers different from traditional cell

towers including: (1) location in City rights of way, instead of on leased or licensed public and private property; (2) the granting of utility status to distributed antenna system (“DAS”) contractors; (3) public safety concerns, and (4) the speed with which deployment is occurring.

The City needs to quickly update its telecommunications ordinances to allow for the new technology in accordance with federal law, while concurrently balancing the public interests in City rights of way. Because each City is different in its size, zoning code, district, topography and character, using ordinances written for another municipality is impractical, and could have negative, unintended consequences.

Because time is of the essence in getting our City ordinances revised, and the City needs expertise about the DAS, mini-cellular and other wireless technologies that may be deployed, the City has been in contact with Bob Duchen, the Co-founder, Vice President and Senior Counsel of Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation. River Oaks Communications Corporation provides strategic consulting and team management services to assist cities with rewriting and updating their telecommunications ordinances, and in getting buy-in from major stakeholders (e.g., service providers) during the process.

At the June 13, 2017, Council work session recommended moving this item forward to a regular City Council meeting for approval.

Financial Considerations

\$15,000 not-to-exceed contract, which will come from the City Manager’s operating budget.

Oversight/Project Responsibility

City Attorney’s Office

Attachments

Resolution

Contract for Professional Services with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of July, 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. Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation, 6860 S. Yosemite Court, Suite 2000, Centennial, Colorado 80112 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to revise the Casper Municipal Code (“Code”) to address federal laws, rules and regulations regarding telecommunications.

B. The project requires professional services to update section 17.12.124 (Towers) and any other applicable portions of the Code.

C. The Consultant 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 Consultant 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 Consultant shall perform the following services in connection with and respecting the project:

A. Documents and Code Review

1. Review information provided by the City on wireless requests to date such as cell towers, antennas, small cells, C-RAN, Distributed Antenna Systems, and carrier Wi-Fi infrastructure (equipment cabinets, etc.).

2. Review Code section 17.12.124 - Towers, for compliance with federal, state and local law, rules and regulations, including, but not limited to:
 - a. Section 704 of the 1996 Telecommunications Act of 1996, partially codified as 47 USC § 332 (c)(7), as amended, and all applicable C.F.R.'s and FCC Regulations.
 - b. Section 6409(a) of the Middle Class Tax Relief Act – Modification and Collocations, codified at 47 U.S.C. §1455(a).
 - c. Section 253(c) of 47 U.S.C. §253.
 - d. 47 CFR § 1.40001 (definitions of substantial changes).
 - e. State law and constitutional provisions.
 - f. Local Law – planning, zoning, franchising and leasing.

B. Drafting and Participant Buy-In

1. Work closely with the City Attorney's Office and other City departments to address cell towers, antennas, small cells, C-RAN, Distributed Antenna Systems, and carrier Wi-Fi infrastructure (hereinafter, "telecommunications system") in the City for the purposes of updating and amending section 17.12.124 of the Code.
2. Participate in calls with the City as Code section 17.12.124 is updated and amended.
3. Revise Code section 17.12.124 to address federal and state laws, rules and regulations.
4. Draft and distribute the new, revised Code section 17.12.124 to the telecommunications providers for their input and comments.
5. Revise Code section 17.12.124 after input from the telecommunication providers in consultation with the City.
6. Prepare Code section 17.12.124 for distribution to the Planning and Zoning Commission and thereafter to the City Council for its approval.

C. Application Templates and Other Services

1. Prepare City application templates for telecommunications system providers who want to site a new facility, collocate at a facility or modify an existing facility. The application templates are intended to reasonably require an applicant to provide information about:
 - a. Whether a proposed telecommunications system is necessary, safe, and aesthetically appropriate;
 - b. Whether a proposed telecommunications system complies with City zoning codes;
 - c. Whether RF or other interference is accounted for;
 - d. Whether there is a legitimate need for a substantial modification of a telecommunications system or communications facility; and,
 - e. Whether the telecommunications system meets the requirements of Section 6409(a) (47 U.S.C. § 1455) regarding size change (cumulative limit), stealth obligations, building codes/safety/non-discretionary structural code.
2. Provide additional consulting services as requested by the City.

D. Exclusions and Clarifications

Reviewing provider applications or drafting a Master License Agreement, Franchise or Right-of-Way Use Agreement with companies such as Mobilitie or Verizon would be supplemental to this Scope of Work, are not included in the scope of work, and are subject to the mutual written agreement of the parties.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before October 18, 2017.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated on a time and expenses basis for services

performed in accordance with paragraph 1, not to exceed a lump sum of Fifteen Thousand Dollars (\$15,000) as follows:

1. Actual time spent by Consultant will be billed at Two Hundred Sixty Five Dollars (\$265) per hour.
2. Travel costs (upon request for travel by the City) shall be reimbursed as follows:
 - a. Fifty four cents (\$.54) per mile for vehicle trips, or actual costs for a rental vehicle;
 - b. Actual cost of air travel;
 - c. \$250 per day for hotel and meal expenses.
3. Other reimbursable direct costs include: long distance telephone charges, outside clerical services, faxes, photocopying and similar items shall be reimbursed at actual cost.

B. The compensation amount is based upon an estimate of 38-45 hours of actual time spent, and up to (2) round trips during the term of this Contract, including expenses. Consultant agrees to use reasonable efforts to book flights, hotels and car rentals at commercially reasonable rates based on the amount of notice given by the City that the Consultant needs to travel.

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, and following approval by the Casper City Council. 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.

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.

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 Trumble

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONSULTANT
Thomas F. Duchen & Associates, Inc.
d/b/a River Oaks Communications Corporation

By: Thomas F. Duchen, President

Robert M. Duchen
Vice President

Printed Name: THOMAS F. DUCHEN, President

Robert M. Duchen
Vice President

Title: President

Template 1/23/17

Consultant's Name: Thomas F. Duchen & Associates, Inc.

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 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 City, 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 for damages sustained by the City, 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 from the Consultant 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 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.

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 City: 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 ensure 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 City, 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 City.

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.

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. 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 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.

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 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, 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 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 a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City 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 is 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 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.

12. 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 by Resolution of its governing body. Consultant 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.

RESOLUTION NO.17-140

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS F. DUCHEN & ASSOCIATES, INC., D/B/A RIVER OAKS COMMUNICATIONS CORPORATION.

WHEREAS, The City is undertaking a project to revise the Casper Municipal Code (“Code”) to address federal laws, rules and regulations regarding telecommunications; and,

WHEREAS, the project requires professional services to update section 17.12.124 (Towers) and any other applicable portions of the Code; and,

WHEREAS, Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation (“Consultant”) represents that it is ready, willing, and able to provide the professional services to City as required by the Contract; and,

WHEREAS, the City desires to retain the Consultant for such 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 Contract for professional services between the City and Consultant.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

June 26, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Authorizing Lease Agreement with C & R Enterprise, Wyoming LLC for
Operation of the 19th Hole Restaurant at the Casper Municipal Golf Course.

Meeting Type & Date:

Regular Council Meeting
July 5, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a Lease Agreement with C & R Enterprise, Wyoming LLC (C & R), for operation of the 19th Hole Restaurant at the Casper Municipal Golf Course.

Summary:

The 19th Hole Restaurant is located in the upstairs portion of the clubhouse at the Casper Municipal Golf Course. The restaurant offers a full bar, kitchen, large dining areas, restrooms, and a balcony that holds beautiful views of the golf course. The restaurant caters to the thousands of patrons that frequent the golf course yearly. Many private parties, company holiday functions and weddings are held there in the off season.

Requests for Proposals for the operation of the 19th Hole were due June 2, 2017. Many inquiries were received; however, the only proposal that was submitted was from C & R.

An interview/meeting was held with C & R to discuss lease options and terms. C & R will operate the restaurant/bar for the remainder of the 2017 season and through March 2018. Staff recommends entering into a lease agreement with C & R from July 5, 2017 to March 31, 2018.

Financial Considerations:

A monthly lease payment of \$250.00 or 5% net profit, whichever is greater, from Lessee to Lessor July through October.

A monthly lease payment of \$100.00 or 5% net profit, whichever is greater, from Lessee to Lessor November through March.

Oversight/Project Responsibility:

Dan Coryell, Parks Manager

Attachments:

Resolution

Lease Agreement

LEASE AGREEMENT
FOR THE
OPERATION OF THE 19TH HOLE RESTAURANT
AT THE
CASPER MUNICIPAL GOLF COURSE

THIS LEASE, entered into this ___ day of _____, 2017, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as "Lessor," and C & R Enterprise, a Wyoming Limited Liability Corporation, referred to hereinafter as the "Lessee".

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the "leased premises"), to wit:

The entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, veranda, staircase, closets, restrooms, bar office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshops garage, and storage areas.

The City of Casper Municipal Golf Course, as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

The Lessor specifically approves the sales of alcoholic liquor and malt beverages by the Lessee on the Golf Course subject to applicable law, and extends this lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the Lessor which will be the primary activity at the golf Course; and Lessee agrees not to interfere with same.

The parties understand that the Lessor, as a political subdivision holds a Golf Club Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. § 12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY

BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR IT'S SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THE LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

2. LEASE TERM:

The term of this lease shall commence on July 5, 2017, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on March 31, 2018.

3. LEASE FEES:

Lessee shall pay Lessor a monthly fee of \$250.00 (Two Hundred Fifty Dollars) from July 5, 2017 through October 31, 2017, and a monthly fee of \$100.00 (One Hundred Dollars) from November 1, 2017 through March 31, 2018. All fees are due and payable to the Lessor on or before the 5th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE:

It is the intent of the parties that the leased premises are being leased to Lessee for the sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All right, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this lease. Lessee shall keep the leased premises in good, clean, and sanitary conditions and shall ensure that all food served is of first quality, wholesome, and pure and merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, with appropriate experience and qualifications to provide all services appropriate for these facilities.

The Lessee's operations under this Lease and its related activities shall be conducted in a safe manner and shall conform to all federal, state, county, and municipal laws, and all regulations thereof.

5. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

Lessee shall be solely responsible for compliance with all applicable laws, rules, regulations, and orders of the Federal government, State of Wyoming, Natrona County, and the City of Casper. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Municipal Golf Course. The Lessee shall obtain all applicable licenses and permits for its operations, and for making repairs, alterations, or improvements.

6. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the Lessor).

7. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Lessee 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 Lessee, 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 Lessee 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 Lessee'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 Lessee maintains higher limits than required under this Agreement, then the Lessor shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The Lessor, 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 Lessee 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 Lessee's insurance (at least as broad as ISO Form CG 2010 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 Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Lessee'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 Lessor. Such notice to the Lessor shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee 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 Lessor 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 Lessor. Unless otherwise approved by the Lessor in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Lessor, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Lessor may require the Lessee 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 Lessor.

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, Lessee'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 Lessee 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*

Lessee shall furnish the Lessor 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 Lessor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

Lessor 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. Lessee agrees to indemnify the Lessor, the Lessor'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 Lessee and any subcontractor thereof.

8. ANNUAL OPERATIONS PLAN:

The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before January 1st of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of parties, receptions, and proposed bar and restaurant menu selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval.

The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to removal by the Lessee at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising.

10. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, or transfer this lease agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor.

11. NON-DISCRIMINATION:

A. The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

B. There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the lease premises for their intended purpose.

C. Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this lease.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

13. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before January 1st of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any City owned equipment from the facilities without express written permission from the Public Services Department Director or his designee.

14. BUSINESS RECORDS:

A. Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an aggregate amount of sales, services, orders, and all of Lessee's business expenses upon the leased premises.

B. Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

15. MAINTENANCE:

A. Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public; and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; however, the cost of said maintenance shall be paid by the Lessee, as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

B. Lessor shall, during the term of this lease, or any renewals thereof, provide major premises and facilities repairs to electrical, mechanical, plumbing, heating, cooling,

ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, fencing, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Two Hundred and Fifty Dollars (\$250.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the premises and facilities, in the previously noted systems and area amenity categories, in-which each single-incident of repair is less than Two Hundred and Fifty Dollars (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs, or the safe and proper operation of the facilities, or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.
- B. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Public Services Department Director or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.
- C. Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Public Services Department Director, or his designated representative.

17. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including internet connections thereof.

18. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

19. LEASE TERMINATION:

A. Lessor's Right to Terminate this Lease During any Term of this Lease:

The Lessor may declare this lease terminated in its entirety, in the manner provided in Subsection 19. C. hereof, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law, upon the premises licensed hereunder.

1. If the rentals, fees, changes, or other money payments due the lessor from the Lessee under this lease are unpaid after the date specified for such payments, the provisions of Subsection 19. C. shall not apply, the lessor shall have the right to terminate this lease upon written notice thereof to the Lessee.
2. If the Lessee has failed in the performance of any covenant or condition required to be performed by the Lessee.
3. Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates the conduct and operation of the concession in the above specified facilities by the Lessee, or suspends it for any time in excess of thirty (30) days.
4. If the interest or estate of the Lessee under the agreement is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation in merger or a constituent corporation in a consolidation.
5. If the levy of any attachment or execution or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or, as a direct consequences of such process, will interfere with Lessee's occupancy of the above specified facilities and will interfere with its operations under the agreement, and which attachment, execution, receivership, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days.
6. If a petition under any part of the federal bankruptcy law or an action under any present or future insolvency law or statute is filed against Lessee and Lessee's operations are interfered with or adversely affected thereby, or Lessee is adjudicated as bankrupt.
7. If the Lessee shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation at the above specified facilities, or any other action that results in a

failure by the Lessee to provide the public and others with the service contemplated.

8. In the event of an emergency situation or natural catastrophe beyond the control of the Lessor, the Lessor may terminate this lease upon five (5) days' written notice of such termination to the Lessee. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to, occurrences of the following:
 - a. Conditions which render the facilities unsafe or unavailable for their intended use whether such conditions result from fire, storm, explosion, flood, riot, civil commotion, or otherwise.

B. The Lessee's Right To Terminate During any Term of this Lease:

The Lessee, at its option, may declare the contract terminated in its entirety, in the manner provided in Subsection 19. C. hereof, if the Lessor shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City, provided the Lessee gives City thirty (30) days written notice to cure and such failure is not cured in said thirty (30) day period.

C. Procedure For Termination Or Repossession:

Except as provided in Subsection A. 8. above, AND EXCEPT FOR THE NON-PAYMENT OF THE FEES DUE THE LESSOR UNDER THIS LEASE AS PROVIDED IN SUBSECTION 19. A. 1. ABOVE, no termination declared by either party shall be effective, and the City of Casper shall not take possession of the leased premises from the Lessee unless and until not less than thirty (30) days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect and the cause for which the lease is being terminated or for the repossession of the leased premises to provide for the cure of any such default; and not such termination shall be effective nor shall the City retake possession of the facilities:

1. If in the sole discretion of the Lessor such default is cured within the thirty (30) days period; or,
2. In the event that such default by its nature cannot be cured within such thirty (30) day period, if the party in default promptly commences to correct such default within said thirty (30) days and corrects the same as promptly as is reasonably practicable.

- D. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants, or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the Lessee. The acceptance of payments by the

City of Casper from the Lessee for any period or periods, after a default by the Lessee of any of the terms, covenants, and conditions required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate the contract for failure by the Lessee to so perform, keep or observe any of said terms, covenants, or conditions. In the event that suit shall be instituted by the City upon the default of payment of rent, charge, or fees as provided in the agreement, Lessee agrees to pay City's reasonable attorney's fees.

20. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination, or expiration of the Lease Agreement.

22. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

23. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal property. Lessor shall pay any taxes, levies, or assessments levied on the buildings, premises, properties, or improvements owned by the Lessor.

24. NOTICES:

All notices required to be given to the Lessor shall be in writing and addressed to the Public Services Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to C & R Enterprise, Wyoming LLC, 6861 Trevett Lane, Casper, Wyoming 82604.

25. WAIVER:

No failure by Lessor to insist upon strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach, or for any term or condition of this lease. No term or condition of this lease, required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified; except by written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

26. ENVIRONMENTAL COMPLIANCE:

A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001. et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

B. Lessee shall immediately advise Lessor in writing of: 1) any and all governmental agencies, regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on

ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

C. Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

28. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM



ATTEST:

Tracey L. Belser
City Clerk

ATTEST:

By:
Title:

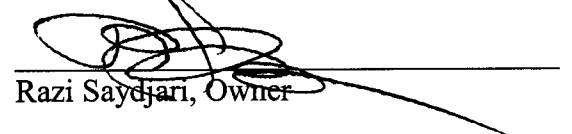
LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

LESSEE:
C & R Enterprise, Wyoming LLC



Patrick Munsell, COO



Razi Saydjari, Owner

RESOLUTION NO.17-141

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH C & R ENTERPRISE, WYOMING LLC, FOR OPERATION OF THE 19TH HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

WHEREAS, the City of Casper desires to enter into a lease agreement for the services of a restaurant operation, in the 19th Hole Restaurant facility, at the Municipal Golf Course; and,

WHEREAS, C & R Enterprise, Wyoming LLC, is able, qualified, and willing to provide restaurant services, in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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 lease agreement with C & R Enterprise, Wyoming LLC, for restaurant service operations in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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

June 27, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Steve Schulz, Interim Chief of Police
Robin Tuma, Fleet Coordinator
SUBJECT: Agreement for Purchase and Installation of Equipment in Police Vehicles

Meeting Type and Date: Regular Council Meeting July 5

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Communication Technologies, Inc. ("ComTech") of Casper, Wyoming, in the amount of Thirty Two Thousand Two Hundred Twenty Seven and 25/100 Dollars (\$32,227.25) for the purchase and installation of police vehicle equipment and accessories in two (5) new 2017 Ford Interceptor SUVs.

Summary:

Two (5) new 2017 Ford Police Interceptor SUVs were recently purchased in accordance with the Police Department's fleet replacement schedule. These vehicles require upgrade and installation of emergency response lighting, communications and power accessories equipment to match the existing police fleet equipment package. The agreement provides for a sole source purchase and installation by ComTech. ComTech is the only locally qualified service and installation company with the ability to provide such service. ComTech represents that it is ready, willing, and able to provide the equipment and professional services to the City as required.

Previous action on this item included discussion at the June 27 council work session.

Financial Considerations:

Funding for this purchase will come from Optional One Cent Sales Tax allocated to Police Fleet Replacement (2016/2017 budget).

Oversight/Project Responsibility:

Robin Tuma, the Police Department's Fleet Manager, will oversee the project and communicate directly with Interim Chief Schulz regarding the status and completion of the purchase and installation.

Attachments:

Resolution
Contract for Professional Services

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. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to purchase five (5) new 2017 Ford Interceptor SUVs that must be equipped for use as marked Police SUVs.
- B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.
- 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. Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the five (5) above mentioned vehicles.
- B. All work will be done in a workmanlike manner according to standard practices performed by Communication Technologies Inc. as previously required for a marked Police SUV equipment installation for the City.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

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 Thirty Two Thousand Two Hundred Twenty Seven Dollars and Twenty Five Cents (\$32,227.25).

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:

Wallie Trembo

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONTRACTOR
Communication Technologies, Inc.

By: Robin Tuma

By: Jim Salazar

Printed Name: ROBIN TUMA

Printed Name: Jim Salazar

Title: Police Fleet Manager

Title: Shop Manager

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. 11.1 **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.

ATTACHMENT A

Communication Technologies Inc.

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: 03/30/17

Business Name: Casper Police
Department
Contact Person: Robin Tuma

Address:
City:
Phone:

Quote No.

PART #	DESCRIPTION	Quantity	Price	Total
ENFSSS4BRW	NFORCE SINGLE SURFACE MOUNT LIGHT, BLACK HOUSING, TRI COLOR	10	136.25	1362.5
EMPS2STS5RBW	MPOWER LIGHT W/STUD MOUNT TRI COLOR	10	130	1300
PMP2BKDGAJ	DECK/GRILL ADJUSTABLE BRACKET	10	8.75	87.5
UTL6-RB	MEGA THIN SURFACE R/B	10	105.00	\$1,050.00
ENT2B3D	MIRROR LED RED/WHITE	5	180.00	\$900.00
ENT2B3E	MIRROR LED BLUE/WHITE	5	180.00	\$900.00
ELUC2S010J	R/B INSERTS	10	80.00	\$800.00
CW0411	11.8 INTERIOR LED COMPARTMENT LIGHT W/SWITCH	5	101.00	\$505.00
4253816	MAGNETIC MIC CLIP	5	34.95	\$174.75
906-0191A	LT6600 MOUNTING KIT FOR FORD EXPLORER 2011	1	125.00	\$125.00
906-0120B	COBAN SIDE MOUNT FOR VMDT IN VEHICLE COMPUTER	1	425.00	\$425.00
DRCS100	100 WATT SPEAKER	5	185.00	\$925.00
488756	806-866 ANTENNA	5	28.00	\$140.00
307611	698-960 MHZ ANTENNA	5	36.00	\$180.00
90942	COAX	5	19.00	\$95.00
453440	LARSON 0-6000MHZ 3/4" MOUNT RG58	5	22.00	\$110.00
361057	BOSCH RELAY	5	12.00	\$60.00
MRCB150	150 AMP RESETTABLE	15	30.00	\$450.00
1EZ99	14 PIN RELAY	5	47.00	\$235.00
CUSTOM	CUSTOM WIRE HARNESS	5	225.00	\$1,125.00
PDU09	POWER DISTRIBUTION	5	312.50	\$1,562.50

46096	J CASE FUSE MODULE	5	15.00	\$75.00
VIP	VIP CABLE	5	33.00	\$165.00
PRE WIRE	PRE WIRE FOR SECONDARY BATTERY	5	45.00	\$225.00
INSTALL	INSTALLATION OF A NEW COMPLETE CASPER PD INSTALL	5	4000.00	\$20,000.00
EST. SHIPPING	ESTIMATED SHIPPING	5	150.00	\$750.00
MISC	MISC PARTS	5	250.00	\$1,250.00
	QUOTE IS GOOD FOR 60 DAYS			\$0.00
	LORI KLINE		TOTAL	\$32,227.25

Communication Technologies
307-232-8870

RESOLUTION NO. 17-142

A RESOLUTION AUTHORIZING THE PURCHASE
AND INSTALLATION OF EQUIPMENT FOR THE
2017 FORD INTERCEPTOR SUVs

WHEREAS, the Casper Police Department desires professional services to purchase and install the required equipment in the five (5) 2017 Ford Interceptor SUVs, which must be equipped for use as a marked SUVs to match the existing fleet.

WHEREAS, Communications Technologies, Inc. located in Mills, Wyoming, is willing and able to provide such a service.

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 with Communication Technologies, Inc. for professional services to install the required equipment in the 2017 Ford Interceptor SUVs.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment for services under the contract, in an amount not to exceed Thirty Two Thousand Two Hundred Twenty Seven and 25/100 Dollars (\$32,227.25).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

June 27, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Kenneth S. King, Fire Chief *K. Ki*
SUBJECT: Authorizing the Sole Source Purchase of Ten (10) Avon Deltair Self- Contained Breathing Apparatus (SCBA), Four (4) SCBA Masks, and Nineteen (19) One-hour SCBA Cylinders

Meeting Type & Date

Regular Council Meeting

07/18/2017

Action Type

Minute Action

Recommendation

That Council, by minute action, authorizes the purchase of Ten (10) Avon Deltair Self- Contained Breathing Apparatus (SCBA), Four (4) SCBA Masks, and Nineteen (19) One-hour SCBA Cylinders.

Summary

The Fire-EMS Department uses Avon Deltair SCBA for our normal operations. All Fire-EMS Department apparatus are equipped with Avon Deltair SCBA. The Fire-EMS Department operates the State of Wyoming's Office of Homeland Security Regional Response Team II (RRTII). ISI Viking SCBA are currently in operation for RRTII. Replacing the current Viking SCBA with Avon Deltair SCBA allows for firefighters to use the same equipment on regional response assignments as they do in their daily operations in the City of Casper. It is our belief that this standardization of critical life safety equipment yields safer operations in hazardous environments.

In addition to the ten (10) SCBA, four (4) SCBA masks and nineteen (19) cylinders will also be purchased. Each member of the Fire-EMS department is issued their own SCBA mask, but having four (4) masks with the regional response equipment will be available for use by law enforcement or other outside agencies. SCBA cylinders have a service life of fifteen years. Purchasing nineteen (19) cylinders allows us to replace current cylinders which are nearing the end of their service life.

Council was provided a review period of ten (10) days prior to the June 27, 2017 work session. At the June 27, 2017 work session Council provided staff with direction to proceed with presenting this purchase at a regular scheduled Council meeting.

Financial Considerations

The cost of this purchase is \$59,828.00 of the awarded Wyoming Department of Homeland Security Grant number 422.

Oversight/Project Responsibility

Daniel S. Griswold, Division Chief – Operations, Fire-EMS

June 27, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Kenneth S. King, Fire Chief *K. King*
SUBJECT: Authorizing the Sole Source Purchase of One (1) Smith Detection GasID System

Meeting Type & Date

Regular Council Meeting
07/18/2017

Action Type

Minute Action

Recommendation

That Council, by minute action, authorizes the purchase of one (1) Smiths Detection GasID System.

Summary

The Fire-EMS Department operates the State of Wyoming's Office of Homeland Security Regional Response Team II (RRTII). Regional Response Team II has been awarded Wyoming Office of Homeland Security (WOHS) grant funding for the purchase of a Smiths Detection GasID chemical identifier system. The GasID analyzes an unknown gas or vapor and compares the results against a library of 5500 known gases and vapors for identification.

The Wyoming Office of Homeland Security supports the purchase of Smiths Detection units. Wyoming Regional Response Teams, including Casper's RRTII, also utilize Smiths Detection's HazMatID Elite. The HazMatID Elite analyzes solids and liquids in a similar fashion the requested GasID gases and vapors. Regional Response Team II's HazMatID Elite was purchased in 2015 on the grounds then WOHS Operations Chief, Kim Lee, affirmed the purchase of a Smiths Detection units in order to remain consistent and redundant with the other Regional Response Teams. Purchasing another Smiths Detection unit allows for the same operating system and user interface as our current Smiths Detection unit and other Smiths Detection units across the State.

Council was provided a review period of ten (10) days prior to the June 27, 2017 work session. At the June 27, 2017 work session Council provided staff with direction to proceed with presenting this purchase at a regular scheduled Council meeting.

Financial Considerations

The cost of this purchase is \$68,395.00 of the awarded Wyoming Department of Homeland Security Grant number 422.

Oversight/Project Responsibility

Daniel S. Griswold, Division Chief – Operations, Fire-EMS