

## REGULAR COUNCIL MEETING

Tuesday, May 15, 2018

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.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - 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, nor Will Time Extensions be Permitted. 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 MAY 1, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 8, 2018
4. CONSIDERATION OF MINUTES OF THE MAY 1, 2018 EXECUTIVE SESSION – PERSONNEL

Public Safety



Sustainability  
of Assets & Services

5. CONSIDERATION OF MINUTES OF THE MAY 8, 2018 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 15, 2018

6. CONSIDERATION OF BILLS AND CLAIMS

7. PROCLAMATION – HONORING INFRASTRUCTURE WEEK

8. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish June 5, 2018, as the Public Hearing Date for Consideration of:

a. **Wireless Communication Ordinance Amendments.**

9. THIRD READING ORDINANCE

A. Repeal Chapter 2.60 Pertaining to the **Public Service Code of Ethics.**

10. SECOND READING ORDINANCE

A. **Mobile Vendor Parking Permit.**

1. Ticker Lock

B. **Amending Casper Municipal Code Section 1.28.010E** – General Penalty - for a Violation of City Code Section 5.08.370 (Minors-Possession of Alcohol or Public Intoxication).

11. RESOLUTIONS

A. Consent

1. Authorizing a Procurement Agreement with **Veolia Water Technologies Canada, Inc.**, in the Amount of \$47,492, for the Purchase of One **Grit Removal Mechanism** for the Wastewater Treatment Plant.

2. Authorizing a Procurement Agreement with **Water Technology Group**, in the Amount of \$26,930, for the Purchase of **Two Flygt Submersible Pumps** and Appurtenances for Use at the Begonia Lift Station.

3. Authorizing an Agreement with **Veris Environmental LLC**, in the Amount of \$67,700, for the **Waste Water Treatment Plant Digester #3 Cleaning Project.**

## 11. RESOLUTIONS (continued)

### A. Consent

4. Authorizing a **Funding Agreement**, in the Amount of \$85,000, with the **Natrona County Conservation District**.
5. Authorizing an Agreement with **Andreen Hunt Construction, Inc.**, in the Amount of \$395,500, for the **Rotary Park Pathway-Phase II Project**.
6. Authorizing an Agreement with **Treto Construction LLC**, in the Amount of \$155,325, for the 2018 **Begonia Lift Station Upgrades Project**.
7. Authorizing an Agreement with **Knife River**, in the Amount of \$156,476, for the **Platte River Trails Replacements Project**.
8. Approving the Agreement for Responsibilities in Adopting and Reporting **Federal Transportation Performance Targets**.
9. **Revoking Prior Amendments** to City Contract Employees' **Employment Agreements** and Rescinding Resolution No. 15-111.
10. Declaring Designated City-owned Equipment as **Surplus Property**, and **Authorizing the Sale of Said Property** to the Highest Bidder.
11. Authorizing the Mayor to Execute a Letter about the **Voluntary Relinquishment or Termination** of Multiple **Hedquist Construction Contracts**.
12. Authorizing an Agreement with Western Plains Landscaping, LLC, dba **3-Cord Construction**, in the amount of \$349,000.00, for the **Marion Kreiner Splash Pad**, Project No. 14-70.

## 12. MINUTE ACTION

### A. Consent

1. Acknowledging the **Receipt of Financial Disclosure Information** from **Councilman Huber**.
2. Authorize the Purchase of Two (2) New (or Used) **Trailer Mounted Air Compressors**, from **Jack's Truck and Equipment**, Casper, Wyoming, in the Total Amount of \$47,192, Before the Trade-in Allowance, for Use by the Streets Division of the Public Services Department.

12. MINUTE ACTION (continued)

A. Consent

3. Authorize the Purchase of One (1) New **Single Axle Truck with Dump Body**, from **Peterbilt of Wyoming**, Casper, Wyoming, in the Total Amount of \$110,467, Before the Trade-in Allowance, for Use by the Parks Division of the Parks and Recreation Department.

13. COMMUNICATIONS

A. From Persons Present

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

15. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, June 5, 2018– Council Chambers

6:00 p.m. Tuesday, June 19, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday & Wednesday, May 23 and May 24, 2018– Council Meeting Room (Budget Review)

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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

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Public Safety



Sustainability  
of Assets & Services

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
May 1, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 1, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Municipal Court Judge Hand issued the oath of office to Fire Chief Solberg.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the April 17, 2018, regular Council meeting, as published in the Casper-Star Tribune on April 28, 2018. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the April 17, 2018, executive session. Councilmember Powell abstained from voting. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Humphrey, to, by minute action, approve payment of the May 1, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
05/01/18

71Construction	Projects	\$529.74
ACoyle	Reimb	\$49.87
AMBI	Services	\$628.92
Ameritech	Services	\$4,840.80
ArapahoePmpSys	Reprs	\$553.00
Arcadis	Services	\$3,435.20
AtlanticElectric	Services	\$18,270.07
Balefill	Services	\$71,910.97
BankOfAmerica	Goods	\$260,625.44
BHEnergy	Services	\$35,527.37
BigBrthsBigSstrs	Funding	\$4,591.52
BMartin	Reimb	\$643.60
BNSFRCo	Fees	\$800.00
Brenntag	Goods	\$8,835.12
Carus	Goods	\$7,560.00
Caselle	Services	\$75.00
CasperPubSafetyComm	Services	\$3,195.02
CATC	Funding	\$352,870.69

CDWGvmt	Goods	\$1,574.30
Centurylink	Services	\$2,236.71
CIGNA	Services	\$12,773.75
CityofCasper	Services	\$29,114.36
Comtronix	Services	\$734.28
CrimeSceneInfo	Services	\$86.25
Dell	Goods	\$345.47
DFS	Services	\$70.00
DGarland	Reimb	\$200.00
DooleyOil	Fuel	\$18,510.82
DPCIndustries	Goods	\$13,660.02
DrakesLndscpng	Refund	\$34.31
DvdsnFxdMgmt	Services	\$3,798.14
ElectramicAssoc	Services	\$1,610.00
EngDsgnAssoc	Services	\$13,977.48
EnvironmentalCivilSolutions	Services	\$2,509.00
FirstData	Services	\$63.99
FirstInterstateBank	Services	\$37.40
GarlickLaw	Services	\$387.43
GlobalSpect	Funding	\$72,582.80
GSGArchitecture	Services	\$1,689.83
HDR Engineering	Projects	\$2,588.10
Homax	Goods	\$3,710.37
ITCElec	Services	\$1,988.17
JPAIva	Refund	\$62.22
JTLGroup	Services	\$18,596.99
KKofakis	Reimb	\$43.93
KTWO-TV	Services	\$720.00
KubwaterResources	Goods	\$5,098.96
LMedoff, PH.D	Services	\$500.00
M&MSvcs	Svcs	\$1,330.00
MBowman	Reimb	\$17.74
McMurryReadyMix	Goods	\$229.00
MKawa	Refund	\$75.00
MOgden	Reimb	\$59.41
NCHHealth Dept	Funding	\$45,000.00
NCRoad	Funding	\$2,629.50
NewcomTechnologies	Services	\$1,200.00
Pntwrks	Services	\$376.76
PorterMuirhead	Services	\$7,000.00
PostalPros	Services	\$9,863.71
PowerEquipment	Goods	\$410.50
ProforceLawEnforcement	Goods	\$1,593.60

RockyMtnPower	Services	\$205,814.47
SkylineRanches	Services	\$293.98
Smarsh	Services	\$1,744.00
SuperiorTramway	Services	\$731.62
TopOffice	Goods	\$4,189.61
TSolberg	Reimb	\$1,726.41
TTharp	Refund	\$7.78
Verizon	Services	\$100.00
VisionServicePlan	Services	\$1,562.12
WasteWaterTreatment	Funding	\$280,868.00
WaterTechnologyGroup	Services	\$316.26
WesternWaterConsult	Services	\$1,045.00
WestlandPark	Services	\$1,334.06
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$14,648.54
WyAssocH&Redev	Seminar	\$75.00
WyDEQ	Services	\$2,496.17
WYDOT	Services	\$240.24
WYFoodforThought	Funding	\$7,934.75
WyNotaryDivision	Goods	\$30.00
		\$1,579.765.64

Moved by Councilmember Powell, seconded by Councilmember Johnson, to, by minute action cancel the public hearing for the issuance of Restaurant Liquor License No. 39 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats LLC, located at 112 East 2nd Street. Motion passed.

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

**ORDINANCE NO. 5-18**

**AN ORDINANCE REPEALING CASPER MUNICIPAL CODE  
CHAPTER 2.60 PERTAINING TO THE PUBLIC SERVICE  
CODE OF ETHICS.**

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

Following ordinance read:

**ORDINANCE NO. 6-18**

**AN ORDINANCE AMENDING SECTION 1.28.010 E. OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE  
PENALTY FOR A VIOLATION OF CASPER MUNICIPAL  
CODE 5.08.370 (MINORS- POSSESSION OF ALCOHOL OR  
PUBLIC INTOXICATION).**

Councilmember Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report.

Council discussed the ordinance at length. Mayor Pacheco asked if amendments or tabling the ordinance should be considered next. City Attorney Henley stated that tabling prior to amending would be best.

Moved by Councilmember Laird, seconded by Councilmember Humphrey, to table the ordinance. Councilmembers Humphrey, Johnson, Laird and Powell voted aye. Motion to table failed.

Councilmember Huber moved to amend the ordinance to remove the minimum fine amount and the specifics of repeat offenses, and stating and/or with the fine amount and jail time. Seconded by Councilmember Morgan. Councilmember Johnson voted nay. Motion to amend passed.

Council voted on the ordinance, as amended, on first reading. Councilmembers Johnson and Laird voted nay. Motion passed.

Following resolution read:

RESOLUTION NO. 18-97  
A RESOLUTION SUPPORTING THE CONSTRUCTION OF A  
UNITED STATES POST OFFICE ON CASPER'S WESTSIDE.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. City Manager Napier provided a brief report.

Council discussed the item briefly and voted on the resolution. Councilmember Morgan voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-90  
A RESOLUTION AUTHORIZING A CONTRACT BETWEEN  
THE CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION AND IDAX DATA SOLUTIONS, INC. FOR  
CASPER AREA TRAFFIC COUNTS FOR THREE YEARS.

RESOLUTION NO. 18-91  
A RESOLUTION AUTHORIZING A PROFESSIONAL  
SERVICES AGREEMENT WITH BEARING, BELT, AND  
CHAIN INC. D/B/A NAPA AUTO PARTS.

RESOLUTION NO. 18-92  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
TRETTO CONSTRUCTION, LLC, FOR THE 2ND STREET  
CONCRETE REPAIRS PROJECT NO. 18-042.



RESOLUTION NO. 18-93

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC. DBA KNIFE RIVER, FOR 3RD STREET IMPROVEMENTS - BEVERLY TO CONWELL, PROJECT NO. 17-080.

RESOLUTION NO. 18-94

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2018 BEVERLY STREET IMPROVEMENTS, PROJECT NO. 17-083.

RESOLUTION NO. 18-95

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GEER INVESTMENTS, LLC, FOR THE CASPER EVENTS CENTER 2018 ADA SEATING DECK UPGRADES, PROJECT NO. 17-076.

RESOLUTION NO. 18-96

A RESOLUTION ESTABLISHING APPLICATION FEES FOR THE CITY'S REVIEW OF WIRELESS COMMUNICATIONS FACILITIES.

Councilmember Morgan presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Johnson. Councilmember Walsh voted nay on Resolution No. 18-95. Councilmember Huber abstained from voting on all consent resolutions. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by consent minute action, authorize the purchase of one (1) new one ton crew cab pickup truck, with 8' bed and accessories from Fremont Motor Company, in the total amount of \$52,278, before the trade-in allowance; authorize the purchase of one (1) new (or used) rough cut mower from Midland Implement Co. Inc., in the total amount of \$46,085, before the trade-in allowance; and appoint Councilwoman Kenyne Humphrey to the Central Wyoming Regional Water System Joint Powers Board for the remainder of a three (3) year term expiring December 31, 2019. Motion passed.

Individuals addressing the Council were: Keith Rolland, 542 S. Durbin, speaking against food trucks, stating that the intersection of 2<sup>nd</sup> /Kimball is unsafe, and requesting that Council dissolve the Casper Area Economic Development Joint Powers Board; Dennis Steensland, 533 S. Washington, speaking against food trucks in the downtown, requesting that Council reserve comments on citizen statements until after the public comment period, and requesting Council be more decisive; Dale Zimmerle, 3035 Bellaire, inviting everyone to the blessing of the bikes, urging Council to pay the Casper Area Economic Development Alliance directly, stating that the Wyoming constitution allows citizens to carry firearms and asking why this is not allowed in the Council meeting and sharing a scripture reading; three Girls State representatives came forward to discuss their interest in local government; and Mileage Mike Harrison, 742 N. Jefferson, thanking the City staff for supporting and assisting with parades and for maintenance of the local walking and biking paths.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 8, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 15, 2018, in the Council Chambers.

At 7:39 p.m., it was moved Councilmember Walsh, seconded by Councilmember Humphrey, to adjourn into executive session to discuss two personnel matters. Councilmember Johnson voted nay. Motion passed. Council moved into the Council meeting room.

At 8:00 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Laird, to adjourn the executive session. Council returned to the Council Chambers. At 8:01 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Walsh, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
May 8, 2018

Casper City Council met in special session at 4:38 p.m., Tuesday, May 8, 2018. Present: Councilmembers Hopkins, Huckabay, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Mayor Pacheco led the audience in the Pledge of Allegiance.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 18-98

A RESOLUTION AUTHORIZING AN UNDERGROUND  
RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN  
POWER TO INSTALL ELECTRICAL SERVICE  
UNDERGROUND TO THE FORMER KA-LARK'S  
GYMNASTICS BUILDING AT 355 SOUTH ASH STREET.

Councilmember Morgan presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Johnson. Motion passed.

Mayor Pacheco noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, May 15, 2018, in the Council Chambers; and, a work session to be held at 4:30 p.m., Tuesday, May 22, 2018, in the Council's meeting room.

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to adjourn into the regularly scheduled work session. Motion passed. The meeting was adjourned at 4:40 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-04-397 POSTAGE	\$592.77
	<b>Subtotal for Cost Center Finance:</b>	<b>\$592.77</b>
	18-03-749 POSTAGE	\$132.56
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$132.56</b>
	<b>Vendor Subtotal:</b>	<b>\$725.33</b>
<b>A-1 PORTABLES &amp; SERVICES</b>	2299 PORTA POTTY	\$130.00
	2288 PORTA POTTY	\$130.00
	2287 PORTA POTTY	\$130.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$390.00</b>
	<b>Vendor Subtotal:</b>	<b>\$390.00</b>
<b>AMERI-TECH EQUIPMENT CO.</b>	19051 LINERS SWF ROLLOFF DUMPSTER	\$3,890.88
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$3,890.88</b>
	<b>Vendor Subtotal:</b>	<b>\$3,890.88</b>
<b>ANDREEN HUNT CONSTRUCTION, INC.</b>	RIN0028595 RETAINAGE TO JT ACCT 13-38	\$2,043.75
	3715 E CASPER ZONE III WATER SYSTEM	\$159,527.00
	3715 E CASPER ZONE III WATER SYSTEM	\$78,573.00
	3715 RETAINAGE 13-38	-\$2,043.75
	<b>Subtotal for Cost Center Water:</b>	<b>\$238,100.00</b>
	<b>Vendor Subtotal:</b>	<b>\$238,100.00</b>
<b>ARRIAGA, ALEJANDRA</b>	0030831549 UTILITY REFUND	\$8.99
	<b>Subtotal for Cost Center Water:</b>	<b>\$8.99</b>
	<b>Vendor Subtotal:</b>	<b>\$8.99</b>
<b>ASBELL, REBECCA</b>	0030831545 UTILITY REFUND	\$78.95
	<b>Subtotal for Cost Center Water:</b>	<b>\$78.95</b>
	<b>Vendor Subtotal:</b>	<b>\$78.95</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

BECKY HUFF	093001534196 BOOT REIMBURSEMENT PER POLICY	\$62.73
	Subtotal for Cost Center Fleet Maintenance:	\$62.73
	Vendor Subtotal:	<hr/> \$62.73
BRENNTAG PACIFIC, INC.	BPI829781 CHEMICAL FERRIC	\$13,718.45
	BPI832185 CHEMICAL FERRIC	\$14,658.28
	Subtotal for Cost Center Water Treatment Plant:	\$28,376.73
	Vendor Subtotal:	<hr/> \$28,376.73
BRIAN SCOTT HOLLAND	RIN0028615 METH CONF SPEAKER FEE	\$3,692.00
	Subtotal for Cost Center Police Grants:	\$3,692.00
	Vendor Subtotal:	<hr/> \$3,692.00
BUREAU OF RECLAMATION	90627855 ANNUAL KENDRICK PROJ WATER	\$315.63
	Subtotal for Cost Center Water:	\$315.63
	Vendor Subtotal:	<hr/> \$315.63
CAREFRONTATIONS	RIN0028604 METH CONF SPEAKER FEE/TRAVEL	\$2,159.00
	Subtotal for Cost Center Police Grants:	\$2,159.00
	Vendor Subtotal:	<hr/> \$2,159.00
CARUS CORPORATION	SLS 10066294 CHEMICAL POLYMER	\$7,560.00
	Subtotal for Cost Center Water Treatment Plant:	\$7,560.00
	Vendor Subtotal:	<hr/> \$7,560.00
CASPER NATRONA COUNTY HEALTH DEPARTMENT	0024977-IN MONTHLY FUNDING	\$45,000.00
	Subtotal for Cost Center Social Community Services:	\$45,000.00
	Vendor Subtotal:	<hr/> \$45,000.00

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

## CASPER PUBLIC UTILITIES

RIN0028592 SANITATION	\$106.50
RIN0028592 SEWER	\$21.65
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$128.15</b>

<b>Vendor Subtotal:</b>	<b>\$128.15</b>
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## CENTRAL WY. REGIONAL WATER

162421 APRIL18 SYSTEM INVESTMENT FEES	\$5,400.00
162433 APRIL18 WHOLESale WATER	\$269,814.17
<b>Subtotal for Cost Center Water:</b>	<b>\$275,214.17</b>

<b>Vendor Subtotal:</b>	<b>\$275,214.17</b>
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## CENTURYLINK

RIN0028594 PHONE USE	\$34.66
<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.66</b>

RIN0028584 PHONE USE	\$25.91
<b>Subtotal for Cost Center City Manager:</b>	<b>\$25.91</b>

RIN0028594 PHONE USE	\$64.90
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$64.90</b>

RIN0028594 PHONE USE	\$299.91
RIN0028594 PHONE USE	\$229.36
RIN0028584 PHONE USE	\$489.68
RIN0028599 PHONE USE	\$10,990.21
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$12,009.16</b>

RIN0028594 PHONE USE	\$39.27
AP000143041518 VOIP	\$875.86
AP000132042218 VOIP	\$1,562.95
<b>Subtotal for Cost Center Finance:</b>	<b>\$2,478.08</b>

RIN0028594 PHONE USE	\$46.54
RIN0028594 PHONE USE	\$39.03
RIN0028594 PHONE USE	\$39.27
RIN0028581 PHONE USE	\$45.62
RIN0028601 PHONE USE	\$1,011.01
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,181.47</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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RIN0028594 PHONE USE	\$62.86
RIN0028594 PHONE USE	\$38.62
RIN0028594 PHONE USE	\$38.62
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$140.10</b>
RIN0028594 PHONE USE	\$38.62
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.62</b>
RIN0028594 PHONE USE	\$77.20
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$77.20</b>
RIN0028594 PHONE USE	\$125.74
<b>Subtotal for Cost Center Parking:</b>	<b>\$125.74</b>
RIN0028594 PHONE USE	\$45.48
RIN0028594 PHONE USE	\$121.69
<b>Subtotal for Cost Center Parks:</b>	<b>\$167.17</b>
RIN0028600 PHONE USE	\$296.16
<b>Subtotal for Cost Center Police:</b>	<b>\$296.16</b>
RIN0028594 PHONE USE	\$117.81
RIN0028594 PHONE USE	\$39.27
RIN0028594 PHONE USE	\$39.27
RIN0028594 PHONE USE	\$46.27
RIN0028594 PHONE USE	\$38.62
<b>Subtotal for Cost Center Recreation:</b>	<b>\$281.24</b>
RIN0028594 PHONE USE	\$157.98
<b>Subtotal for Cost Center Streets:</b>	<b>\$157.98</b>
RIN0028594 PHONE USE	\$1,837.16
RIN0028594 PHONE USE	\$38.38
RIN0028594 PHONE USE	\$76.76
RIN0028581 PHONE USE	\$45.38
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,997.68</b>
RIN0028594 PHONE USE	\$55.19
RIN0028594 PHONE USE	\$194.70
RIN0028594 PHONE USE	\$38.62
<b>Subtotal for Cost Center Water:</b>	<b>\$288.51</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$19,364.58</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

CHARLES SMITH, JR	6528 TRAFFIC WRAP	\$200.00
	Subtotal for Cost Center Parks:	\$200.00
	Vendor Subtotal:	<hr/> \$200.00
CHRISTOPHER RUEGSEGGER	85249 TRAFFIC WRAP	\$200.00
	Subtotal for Cost Center Parks:	\$200.00
	Vendor Subtotal:	<hr/> \$200.00
CHRISTY JOHNSTON	2125 TRAFFIC WRAP	\$200.00
	Subtotal for Cost Center Parks:	\$200.00
	Vendor Subtotal:	<hr/> \$200.00
CIANNI, ROSE	0030831548 UTILITY REFUND	\$45.35
	Subtotal for Cost Center Water:	\$45.35
	Vendor Subtotal:	<hr/> \$45.35
CIGNA HEALTH & LIFE INSURANCE COMPANY	2289967 PLAN ADMIN FEES	\$11,489.93
	Subtotal for Cost Center Health Insurance:	\$11,489.93
	Vendor Subtotal:	<hr/> \$11,489.93
CITY OF CASPER	5128/162309 APRIL 18 CATC WORKORDER CHARGE	\$2,266.59
	5128/162309 APRIL 18 CATC WORKORDER CHARGE	\$9,066.37
	5128/162308 APRIL 18 CATC FUEL CHARGES	\$6,089.93
	5128/162308 APRIL 18 CATC FUEL CHARGES	\$6,089.92
	Subtotal for Cost Center C.A.T.C.:	\$23,512.81
	Vendor Subtotal:	<hr/> \$23,512.81
CITY OF CASPER - BALEFILL	525/162150 SANITATION	\$15.04
	Subtotal for Cost Center Hogadon:	\$15.04



# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

247/162385 SANITATION \$81.00

**Subtotal for Cost Center Parks: \$81.00**

2772/162171 SANITATION \$6,388.71

2155/162199 SANITATION \$228.49

2772/162198 SANITATION \$5,766.86

2772/162225 SANITATION \$5,641.41

2772/162359 SANITATION \$6,388.71

2772/162151 SANITATION \$6,564.49

2772/162398 SANITATION \$6,644.16

2772/162462 SANITATION \$48,000.00

2772/162316-341 SANITATION \$6,149.01

2772/162474 SANITATION \$6,085.92

2772/162501-522 SANITATION \$6,317.88

2772/162443 SANITATION \$7,024.24

**Subtotal for Cost Center Refuse Collection: \$111,199.88**

1276/162170 SANITATION \$133.01

1276/162397 SANITATION \$145.92

1276/162315 SANITATION \$117.97

1276/162500 SANITATION \$110.88

**Subtotal for Cost Center Waste Water: \$507.78**

4361/162473 CONCRETE FROM FLAGPOLE \$222.24

**Subtotal for Cost Center Water Treatment Plant: \$222.24**

**Vendor Subtotal: \$112,025.94**

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-282-10A AMENDMENT #1 - YMCA \$2,887.50

**Subtotal for Cost Center City Manager: \$2,887.50**

17-030-05 CY & VALLEY HILLS TANK VENTS \$212.50

**Subtotal for Cost Center Water: \$212.50**

**Vendor Subtotal: \$3,100.00**

## CMI TECO, INC.

5074 TRUCK CHASSIS SANI FRONT LOAD \$83,646.00

5075 TRUCK CHASSIS SANI SIDE LOAD \$140,632.00

5076 TRUCK CHASSIS SANI ROLL OFF \$81,680.00

**Subtotal for Cost Center Refuse Collection: \$305,958.00**

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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<b>Vendor Subtotal:</b>	<b>\$305,958.00</b>
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## COLLECTION CENTER INC.

974300000335 COLLECTION FEES	\$76.57
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<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$76.57</b>
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972000000405 COLLECTION FEES	\$133.79
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<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$133.79</b>
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972000000405 COLLECTION FEES	\$101.67
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$101.67</b>
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972000000405 COLLECTION FEES	\$299.68
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<b>Subtotal for Cost Center Water:</b>	<b>\$299.68</b>
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<b>Vendor Subtotal:</b>	<b>\$611.71</b>
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## COMMUNICATION TECHNOLOGIES, INC.

79429 INSTALL	\$2,078.99
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<b>Subtotal for Cost Center Police Equipment:</b>	<b>\$2,078.99</b>
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<b>Vendor Subtotal:</b>	<b>\$2,078.99</b>
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## COMMUNITY ACTION PARTNERSHIP OF NC

RIN0028602 FY18 1%#15 FUNDING	\$69,734.30
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<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$69,734.30</b>
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<b>Vendor Subtotal:</b>	<b>\$69,734.30</b>
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## COWDIN CLEANING

201255 MARCH CUSTODIAL SERVICE CENTER	\$884.00
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<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$884.00</b>
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<b>Vendor Subtotal:</b>	<b>\$884.00</b>
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## DAN HART PATROL SERVICE, LLC

21837 BALEFILL CLOSURE - EARTHWORKS	\$166,535.25
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21837 RETAINAGE 17-039	-\$16,653.53
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21837-R RETAINAGE TO JT ACCT 17-039	\$16,653.53
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<b>Subtotal for Cost Center Balefill:</b>	<b>\$166,535.25</b>
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<b>Vendor Subtotal:</b>	<b>\$166,535.25</b>
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

DAVE LODEN CONSTRUCTION	RIN0028578 BUILDING MAINT - FIRE #3 ROOF	\$685.00
	Subtotal for Cost Center Buildings & Structures:	\$685.00
	Vendor Subtotal:	\$685.00
DAVIDSON FIXED INCOME MGMT.	2018-4CASPER FIXED INCOME MANAGEMENT FEES	\$3,836.01
	Subtotal for Cost Center Finance:	\$3,836.01
	Vendor Subtotal:	\$3,836.01
DELL MARKETING LP	10235342597 TECHNOLOGIES	\$690.94
	Subtotal for Cost Center Human Resources:	\$690.94
	1023532618 OFFICE PRO PLUS 2016	\$690.94
	Subtotal for Cost Center Weed And Pest:	\$690.94
	Vendor Subtotal:	\$1,381.88
DOOLEY OIL, INC.	109075 STOCK, 01/F1 UNLEADED 8000 GAL	\$17,263.42
	109076 STOCK, 02/F2 DIESEL 7600 GAL	\$20,011.88
	Subtotal for Cost Center Fleet Maintenance:	\$37,275.30
	Vendor Subtotal:	\$37,275.30
EDGE ENGINEERING GROUP LLC	1803-02 POST CLOSURE METHANE METER	\$200.00
	Subtotal for Cost Center Balefill:	\$200.00
	Vendor Subtotal:	\$200.00
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5365 DEQ PERMITTING/JIM EVANS TRUCK	\$2,722.63
	Subtotal for Cost Center Refuse Collection:	\$2,722.63
	Vendor Subtotal:	\$2,722.63
FIRST DATA MERCHANT	REMI1316429 CC FEES	\$2,705.31

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

SVCS CORP.	Subtotal for Cost Center Balefill:	\$2,705.31
	REMI1316431 CREDIT CARD FEES	\$123.86
	Subtotal for Cost Center Code Enforcement:	\$123.86
	REMI1316432 CREDIT CARD FEES	\$30.33
	Subtotal for Cost Center Engineering:	\$30.33
	REMI1316423 SERVICE CHARGES	\$1,454.09
	Subtotal for Cost Center Finance:	\$1,454.09
	REMI1316424 MARCH CREDIT CARD FEE	\$19.65
	Subtotal for Cost Center Fort Caspar:	\$19.65
	REMI1316425 CC FEES	\$586.47
	Subtotal for Cost Center Golf Course:	\$586.47
	REMI1316426 CC PROCESSING	\$392.75
	Subtotal for Cost Center Hogadon:	\$392.75
	REMI1316427 CREDIT CARD SERVICES	\$58.43
	Subtotal for Cost Center Metro Animal:	\$58.43
	REMI1316428 CREDIT CARD FEES	\$232.32
	Subtotal for Cost Center Municipal Court:	\$232.32
	Vendor Subtotal:	\$5,603.21
FIRST INTERSTATE BANK - PETTY CASH	RIN0028582 PETTY CASH	\$153.80
	RIN0028582 PETTY CASH	\$10.00
	Subtotal for Cost Center Engineering:	\$163.80
	RIN0028582 PETTY CASH	\$31.91
	Subtotal for Cost Center Fire:	\$31.91
	RIN0028603 PETTY CASH	\$39.80
	Subtotal for Cost Center Metro Animal:	\$39.80
	RIN0028582 PETTY CASH	\$6.18
	Subtotal for Cost Center Refuse Collection:	\$6.18
	RIN0028582 PETTY CASH	\$15.00

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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Subtotal for Cost Center Sewer:	\$15.00
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RIN0028582 PETTY CASH	\$48.00
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Subtotal for Cost Center Water:	\$48.00
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RIN0028582 PETTY CASH	\$7.92
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RIN0028582 PETTY CASH	\$21.00
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RIN0028582 PETTY CASH	\$45.80
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Subtotal for Cost Center Water Treatment Plant:	\$74.72
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Vendor Subtotal:	\$379.41
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## GAMETIME

RIN0028590 RETAINAGE RELEASE 17-064	\$2,380.15
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Subtotal for Cost Center Capital Projects - Parks:	\$2,380.15
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Vendor Subtotal:	\$2,380.15
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## GARY MARSH, INC.

388 CONTRACT PAYMENT FOR GOLF PRO	\$8,000.33
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Subtotal for Cost Center Golf Course:	\$8,000.33
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Vendor Subtotal:	\$8,000.33
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## GLOBAL SPECTRUM L.P.

0000714-IN CEC MONTHLY FUNDING-MAY	\$82,909.91
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Subtotal for Cost Center Casper Events Center:	\$82,909.91
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Vendor Subtotal:	\$82,909.91
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## GUDAHLL WILLIAMS INVESTIGATIVE SECURITY INC.

242 Pre-Employ Polygraph Exam	\$400.00
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245 Pre-Employ Polygraph Exam	\$200.00
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Subtotal for Cost Center Fire:	\$600.00
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Vendor Subtotal:	\$600.00
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## HAM, KATHY/DERICK

0030831544 UTILITY REFUND	\$36.17
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Subtotal for Cost Center Water:	\$36.17
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Vendor Subtotal:	\$36.17
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

HARDEN, CATHERINE	0030831546 UTILITY REFUND	\$15.07
	Subtotal for Cost Center Water:	\$15.07
	Vendor Subtotal:	<hr/> \$15.07
HDR ENGINEERING, INC.	1200114406 WATER RIGHTS & SUPPLY ANALYSIS	\$3,637.53
	Subtotal for Cost Center Water:	\$3,637.53
	Vendor Subtotal:	<hr/> \$3,637.53
HIGH PLAINS CONSTRUCTION, INC.	RIN0028611 RETAINAGE 17-071	-\$2,054.45
	Subtotal for Cost Center Capital Projects - City Manager:	-\$2,054.45
	RIN0028611 YMCA SITE IMPROVEMENTS BID PKG	\$109,395.50
	Subtotal for Cost Center City Manager:	\$109,395.50
	RIN0028593 TRUCK BARN SURGE TANK/LIFT STA	\$104,193.10
	Subtotal for Cost Center Refuse Collection:	\$104,193.10
	Vendor Subtotal:	<hr/> \$211,534.15
HOMAX OIL SALES, INC.	0407308-IN FUEL & GAS	\$6,148.09
	Subtotal for Cost Center Hogadon:	\$6,148.09
	CL87104 APRIL FUEL CHARGES	\$3,090.66
	Subtotal for Cost Center Water:	\$3,090.66
	Vendor Subtotal:	<hr/> \$9,238.75
HULT CONSTRUCTION	18001-1 ROOF INSPECTION	\$250.00
	Subtotal for Cost Center Balefill:	\$250.00
	Vendor Subtotal:	<hr/> \$250.00
INBERG-MILLER ENGINEERS	19093CM01.8 MAT.TEST TRCK BRN IMPROV 15-69	\$1,717.50
	Subtotal for Cost Center Refuse Collection:	\$1,717.50

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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<b>Vendor Subtotal:</b>	<b>\$1,717.50</b>
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## JOSHUA STOWERS

339344 BOOT REIMBURSEMENT	\$75.00
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<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
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<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## KAIA PETLEY

1562 TRAFFIC WRAP	\$200.00
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<b>Subtotal for Cost Center Parks:</b>	<b>\$200.00</b>
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<b>Vendor Subtotal:</b>	<b>\$200.00</b>
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## KIMLEY-HORN AND ASSOCIATES

10575359 MPO STRATEGIC PARKING PLAN	\$198.49
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10575359 MPO STRATEGIC PARKING PLAN	\$1,888.69
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10675992 MPO STRATEGIC PARKING PLAN	\$12.48
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10675992 MPO STRATEGIC PARKING PLAN	\$118.76
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291206000-0218 MPO STRATEGIC PARKING PLAN	\$1,482.73
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291206000-0218 MPO STRATEGIC PARKING PLAN	\$14,108.57
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291206000-0318 MPO STRATEGIC PARKING PLAN	\$666.07
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291206000-0318 MPO STRATEGIC PARKING PLAN	\$6,337.82
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<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$24,813.61</b>
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<b>Vendor Subtotal:</b>	<b>\$24,813.61</b>
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## KNIFE RIVER/JTL

166833 1/2" PLANT MIX	\$252.72
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166768 3/8" PLANT MIX	\$118.80
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167302 3/8" PLANT MIX	\$282.00
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167414 3/8" PLANT MIX	\$239.40
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167687 1/2" PLANT MIX	\$295.92
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167806 1/2" PLANT MIX	\$254.88
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167841 1/2" PLANT MIX	\$253.26
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<b>Subtotal for Cost Center Streets:</b>	<b>\$1,696.98</b>
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<b>Vendor Subtotal:</b>	<b>\$1,696.98</b>
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## LONG BUILDING TECHNOLOGIES

SCPAY0040498 HVAC HEATING PROGRAM	\$3,662.25
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SRVCE0089859 MAINTENANCE NOT IN AGREEMENT	\$392.35
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<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$4,054.60</b>
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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<b>Vendor Subtotal:</b>	<b>\$4,054.60</b>
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## LOU FARLEY, COUNSELING & CONSULTING SVS

RIN0028617 METH CONF SPEAKER	\$700.00
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$700.00</b>

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<b>Vendor Subtotal:</b>	<b>\$700.00</b>
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## MCMURRY READY MIX CO.

226512 CONCRETE	\$246.75
<b>Subtotal for Cost Center Water:</b>	<b>\$246.75</b>

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<b>Vendor Subtotal:</b>	<b>\$246.75</b>
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## MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS

CC033118 OTHER CONTRACTUAL	\$2,259.40
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$2,259.40</b>

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<b>Vendor Subtotal:</b>	<b>\$2,259.40</b>
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## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AP000179043018 METRO E-NET INTERNET ACCESS	\$1,003.55
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,003.55</b>

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<b>Vendor Subtotal:</b>	<b>\$1,003.55</b>
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## NALCO CHEMICAL CO.

66660323 FERROUS CHLORIDE NPSSI-CCF	\$15,222.96
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$15,222.96</b>

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<b>Vendor Subtotal:</b>	<b>\$15,222.96</b>
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## NATRONA COUNTY - HALL OF JUSTICE EXPENSES

FEBRUARY 2018 FEBRUARY JOINT BLDG RENT	\$9,195.97
JANUARY 2018 JANUARY JOINT BLDG RENT	\$11,832.16
DECEMBER 2017 DECEMBER JOINT BLDG RENT	\$8,756.52
NOVEMBER 2017 NOVEMBER JOINT BLDG RENT	\$7,030.49
MARCH 2018 MARCH JOINT BLDG RENT	\$8,993.05
<b>Subtotal for Cost Center Police:</b>	<b>\$45,808.19</b>

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<b>Vendor Subtotal:</b>	<b>\$45,808.19</b>
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

## NOLAND FEED INC.

316601 UTILITY REFUND \$162.92

**Subtotal for Cost Center Water:** **\$162.92**

**Vendor Subtotal:** **\$162.92**

## P-CARD VENDORS

00073175 AGRICULTURE DEPARTMENT - Purch \$600.00

00073468 SWIMOUTLET.COM - Purchase \$249.88

00073488 SAMS CLUB #6425 - Purchase \$89.98

00073300 BAILEYS ACE HDWE - Purchase \$13.99

**Subtotal for Cost Center Aquatics:** **\$953.85**

00073370 LYLE SIGNS - Purchase \$476.94

00073440 BEARING BELTCHAIN00244 - Purch \$10.36

00073441 AMERIGAS PRODUCT - Purchas \$128.82

00073460 WYOMING STEEL AND RECY - Purch \$49.05

00073467 AMERIGAS PRODUCT - Purchas \$84.79

00073473 MENARDS CASPER WY - Purchase \$13.20

00073487 WYOMING MACHINERY CO - Purchas \$2,635.88

00073540 AMERIGAS PRODUCT - Purchas \$393.80

00073541 AMERIGAS PRODUCT - Purchas \$57.19

00073561 AMERIGAS PRODUCT - Purchas \$286.73

00073566 ALSCO INC. - Purchase \$352.64

00073583 WYOMING MACHINERY CO - Purchas \$962.17

00073597 VZWRLSS IVR VB - Purchase \$80.00

00073616 HOBBY-LOBBY #0233 - Purchase \$102.78

00073623 SHERWIN-WILLIAMS 70896 - Purch \$210.05

00073448 COCA COLA BOTTLING CO - Purcha \$22.05

00073516 SOURCE OFFICE - VITAL - Credit -\$43.25

00073554 CPU IIT - Purchase \$1,104.00

00073676 CASPER STAR TRIBUNE - Purchase \$463.76

00073032 THE HOME DEPOT #6001 - Purchas \$299.92

00072252 INT IN RECYKLING INDU - Purch \$2,250.00

00072451 INT IN CASPER SAFETY - Purcha \$768.13

00072632 VEOLIA ENVIRONMENTAL - Purchas \$6,165.50

00072743 MENARDS CASPER WY - Purchase \$79.98

00073016 MICHAELSFENCE&SUPPLYIN - Purch \$6.48

00073034 INT IN RECYKLING INDU - Purch \$1,650.00

00073067 INTUIT IN PEDENS INC - Purch \$189.00

00073087 VEOLIA ENVIRONMENTAL - Credit -\$6,156.55

00073213 WYOMING MACHINERY CO - Credit -\$3,453.79

00073223 MENARDS CASPER WY - Purchase \$49.06

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00073238 WYOMING MACHINERY CO - Purchas	\$1,563.25
00073241 SAMSCLUB #6425 - Purchase	\$9.97
00073249 THE HOME DEPOT #6001 - Purchas	\$26.94
00073290 MURDOCH'S RANCH & HOME - Purch	\$39.98
00073355 BAILEYS ACE HDWE - Purchase	\$35.91
00073361 CENTURYLINK/SPEEDPAY - Purchas	\$59.57
00073510 RODOLPH BROTHERS INC - Purchas	\$694.50
00072998 SOURCE OFFICE - VITAL - Purcha	\$32.54
<b>Subtotal for Cost Center Balefill:</b>	<b>\$11,701.35</b>
00073282 SHEET METAL SPECIALTIE - Purch	\$47.14
00073286 SHERWIN WILLIAMS 70343 - Purch	\$74.73
00073299 DIAMOND VOGEL PAINT #7 - Purch	\$20.25
00073308 BLOEDORN LUMBER CASPER - Purch	\$337.84
00073319 CRESCENT ELECTRIC 103 - Purcha	\$5.99
00073322 CASPER WINNELSON CO - Purchase	\$24.28
00073335 DIAMOND VOGEL PAINT #7 - Purch	\$6.50
00073339 CRUM ELECTRIC SUPPLY C - Purch	\$82.32
00073347 SHEET METAL SPECIALTIE - Purch	\$32.50
00073349 BAILEYS ACE HDWE - Purchase	\$20.99
00073354 MENARDS CASPER WY - Purchase	\$12.46
00073357 SQU SQ WYOMING OFFICE - Purch	\$7.45
00073369 CASPER WINNELSON CO - Purchase	\$21.80
00073376 0970 CED - Purchase	\$16.27
00073377 CASPER WINNELSON CO - Purchase	\$32.22
00073383 DIAMOND VOGEL PAINT #7 - Purch	\$25.09
00073428 MENARDS CASPER WY - Purchase	\$25.56
00073429 DENNIS SUPPLY COMPANY - Purcha	\$8.73
00073566 ALSCO INC. - Purchase	\$206.50
00072982 INTERMOUNTAIN LOCK AND - Purch	\$206.50
00073000 INTERMOUNTAIN LOCK AND - Purch	\$281.05
00073011 RMI WYOMING INC - Purchase	\$85.50
00073024 BLOEDORN LUMBER CASPER - Purch	\$11.23
00073031 RMI WYOMING INC - Purchase	\$171.00
00073033 SHERWIN WILLIAMS 70343 - Purch	\$48.53
00073041 CASPER WINNELSON CO - Purchase	\$14.64
00073042 WW GRAINGER - Purchase	\$39.96
00073045 BEARING BELTCHAIN00244 - Purch	\$7.49
00073061 NORCO INC - Purchase	\$52.70
00073065 CASPER WINNELSON CO - Purchase	\$110.14
00073114 WW GRAINGER - Purchase	\$14.77
00073125 DIAMOND VOGEL PAINT #7 - Purch	\$263.85
00073155 WEAR PARTS INC - Purchase	\$28.94

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073160 THE HOME DEPOT #6001 - Purchas	\$3.90
00073171 DIAMOND VOGEL PAINT #7 - Credi	-\$80.31
00073248 CASPER WINNELSON CO - Purchase	\$256.87
00073265 GEORGE T SANDERS 20 - Purchase	\$578.00
00072004 ARCHITECTURALGLAZINGCO - Purch	\$2,285.00
00072010 ARCHITECTURALGLAZINGCO - Purch	\$2,200.00
00072905 HERCULES INDUSTRIES CA - Purch	\$54.36
00072913 CASPER CONTRACTORS SUP - Purch	\$29.55
00072716 DIAMOND VOGEL PAINT #7 - Purch	\$15.84
00072779 MENARDS CASPER WY - Purchase	\$101.12
00072780 INTERMOUNTAIN MOTOR SA - Purch	\$2,367.89
00072799 WW GRAINGER - Purchase	\$256.80
00072826 CASPER WINNELSON CO - Purchase	\$23.82
00072835 CASPER WINNELSON CO - Purchase	\$41.09
00072843 WW GRAINGER - Purchase	\$50.28
00072856 THE UPS STORE 2200 - Purchase	\$22.03
00072902 HONNEN EQUIPMENT 04 - Purchase	\$639.72
00072563 GEORGE T SANDERS 20 - Purchase	\$160.51
00072620 BAILEYS ACE HDWE - Purchase	\$7.34
00072661 CPU IIT - Purchase	\$910.00
00072682 NORCO INC - Purchase	\$35.84
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$12,304.57</b>
00072511 CASPER STAR TRIBUNE - Purchase	\$45.97
00072511 CASPER STAR TRIBUNE - Purchase	\$45.97
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$91.94</b>
00073245 CASPER STAR TRIBUNE - Purchase	\$505.12
<b>Subtotal for Cost Center CDBG:</b>	<b>\$505.12</b>
00073340 BAILEYS ACE HDWE - Purchase	\$71.95
00073537 MOUNTAIN STATES LITHOG - Purch	\$78.96
00073020 BAILEYS ACE HDWE - Purchase	\$688.90
00072866 CPS DISTRIBUTORS INC C - Purch	\$38.21
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$878.02</b>
00073655 TOP OFFICE PRODUCTS IN - Purch	\$140.13
00072560 THOMSON WEST TCD - Purchase	\$133.74
00072573 THOMSON WEST TCD - Purchase	\$1,233.19
00072603 INT IN POWDER RIVER S - Purch	\$72.50
00072609 THOMSON WEST TCD - Purchase	\$104.19
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$1,683.75</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00073185 ATLAS OFFICE PRODUCTS - Purcha	\$66.56
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$66.56</b>
00072300 INT IN ALLURETECH/COF - Purch	\$42.00
00072343 COMTRONIX - Purchase	\$281.00
<b>Subtotal for Cost Center City Hall:</b>	<b>\$323.00</b>
00073424 CASPER STAR TRIBUNE - Purchase	\$657.09
<b>Subtotal for Cost Center City Manager:</b>	<b>\$657.09</b>
00072196 NETWORK FLEET. INC. - Purchase	\$227.40
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$227.40</b>
00073172 USPS PO 5715580945 - Purchase	\$20.10
<b>Subtotal for Cost Center Council:</b>	<b>\$20.10</b>
00073668 XEROX CORPORATION/RBO - Purcha	\$153.45
00073679 XEROX CORPORATION/RBO - Purcha	\$32.20
00073296 QUALITY OFFICE SOLUTIO - Print	\$513.29
00073312 QUALITY OFFICE SOLUTIO - Print	\$648.27
<b>Subtotal for Cost Center Engineering:</b>	<b>\$1,347.21</b>
00073332 MENARDS CASPER WY - Purchase	\$20.97
00073348 MENARDS CASPER WY - Purchase	\$15.99
00072666 NORCO INC - Purchase	\$13.44
00073105 AMBI MAIL AND MARKETIN - Purch	\$14.10
00071674 ATLAS OFFICE PRODUCTS - Purcha	\$41.10
00072042 ATLAS OFFICE PRODUCTS - Purcha	\$254.20
00072229 MOUNTAIN STATES LITHOG - Purch	\$180.07
00072241 INT IN US NET SERVICE - Purch	\$299.00
00072256 AP TECHNOLOGY - Purchase	\$350.00
00072274 MOUNTAIN STATES LITHOG - Purch	\$262.27
00072343 COMTRONIX - Purchase	\$78.00
00072361 Printer Paper and Tape	\$29.93
00073038 ATLAS OFFICE PRODUCTS - Purcha	\$43.44
00073186 SQ SQ VENTURE TECHNO - Purch	\$480.48
00073285 NORCO INC - Purchase	\$91.02
00073318 CARDINAL TRACKING INC - Purcha	\$3,466.80
00071733 AMAZON MKTPLACE PMTS - Purchas	\$89.90
<b>Subtotal for Cost Center Finance:</b>	<b>\$5,730.71</b>
00071486 ATLAS OFFICE PRODUCTS - Purcha	\$253.65
00072728 CENEX ZIP TRIP07075724 - Purch	\$44.32

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00072769 CPU IIT - Purchase	\$88.60
00073164 EXXONMOBIL 48076160 - Purch	\$56.16
00073170 EXXONMOBIL 47626544 - Purch	\$39.15
00073177 COMMUNICATION TECHNOLO - Purch	\$173.00
00073244 MERBACK AWARDS COMPANY - Purch	\$92.30
00073274 EXXONMOBIL 47626544 - Purch	\$41.07
00073275 AUTOZONE #1294 - Purchase	\$68.17
00073303 THE HOME DEPOT #6001 - Purchas	\$62.96
00073307 SMOKEHOUSE BBQ ZR - Purchase	\$28.56
00073316 SAMSCLUB #6425 - Purchase	\$44.18
00073336 LN CURTIS - Purchase	\$1,996.72
00073338 INT'L CODE COUNCIL INC - Purch	\$215.00
00073350 WPSG, INC - Purchase	\$173.84
00073362 UNITED 01626084792146 - Pur	\$25.00
00073420 WINNING STREAKS - Purchase	\$16.97
00073425 SAMSCLUB #6425 - Credit	-\$1.01
00073431 WINNING STREAKS - Purchase	\$18.05
00073437 EB 2018 WYOMING FIRE - Purchas	\$215.24
00073443 WAGNER'S OUTDOOR OUTFI - Purch	\$113.94
00073471 MENARDS CASPER WY - Purchase	\$316.85
00073474 HEINEKEN BAR MCI - Purchase	\$13.82
00073476 FAA STATE BOARD EXAM - Purchas	\$150.00
00073481 WM SUPERCENTER #3778 - Purchas	\$60.61
00073509 UNITED 01626086689150 - Pur	\$25.00
00073586 VZWRLSS MY VZ VB P - Purchase	\$120.03
00073602 VZWRLSS MY VZ VB P - Purchase	\$1,903.16
00073123 EASTRIDGE CAR WASH - Purchase	\$10.00
00072934 WPSG, INC - Purchase	\$45.69
00073148 INT IN WORLDWASH LLC - Purcha	\$550.00
00073166 ARCHITECTURALGLAZINGCO - Purch	\$1,765.00
00073176 SCHLOTZSKYS #100456 - Purchase	\$22.64
00073180 GALLS - Purchase	\$1,138.47
00073182 INT IN WORLDWASH LLC - Purcha	\$550.00
00073208 CASPER STAR TRIBUNE - Purchase	\$76.14
00073215 STAPLES 00114181 - Purch	\$23.98
00070574 PRISTINE AUTO SOLUTION - Purch	\$180.00
00071485 EXXONMOBIL 47626544 - Purch	\$45.96
00071740 WM SUPERCENTER #3778 - Purchas	\$29.97
00071834 HARBOR FREIGHT TOOLS 3 - Purch	\$29.99
00071849 AMAZON MKTPLACE PMTS - Purchas	\$22.49
00072050 EXXONMOBIL 47626544 - Purch	\$37.36
00072095 AMAZON MKTPLACE PMTS - Purchas	\$22.49
00072904 LN CURTIS - Purchase	\$406.55

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00072910 ALBERTSONS #0062 - Purchase	\$45.63
00072696 EXXONMOBIL 47626544 - Purch	\$57.84
00072708 HAMPTON INNS - Purchase	\$99.51
00072773 WINCHESTER STEAK HOUSE - Purch	\$23.03
00072774 WM SUPERCENTER #3778 - Purchas	\$23.88
00072775 DASH INN - Purchase	\$11.66
00072812 WM SUPERCENTER #3778 - Purchas	\$30.08
00072413 EXXONMOBIL 47626544 - Purch	\$54.16
00072528 EXXONMOBIL 47626544 - Purch	\$61.06
00072618 AMAZON MKTPLACE PMTS W - Purch	\$181.94
00072695 CENEX ZIP TRIP07075724 - Purch	\$6.49
<b>Subtotal for Cost Center Fire:</b>	<b>\$11,907.35</b>
00072922 LN CURTIS - Purchase	\$6,042.00
<b>Subtotal for Cost Center Fire Equipment:</b>	<b>\$6,042.00</b>
00073228 DRIVE TRAIN CASPER - STOCK	\$184.89
00073280 WYOMING MACHINERY CO - Purchas	\$63.28
00073291 WYOMING MACHINERY CO - Purchas	\$518.71
00073294 GREINER FORD LINCOLN O - Purch	\$4,768.92
00073305 BEARING BELTCHAIN00244 - Purch	\$1,113.07
00073313 GREINER FORD LINCOLN O - Purch	\$25.14
00073317 CASPER TIRE FLAT TIRE REPAIR	\$50.00
00073317 CASPER TIRE FLAT TIRE REPAIR	\$50.00
00073324 S&S CASPER - SERVICE - Purchas	\$1,163.00
00073365 DRIVE TRAIN CASPER - STOCK	\$8.23
00073373 JACKS TRUCK AND EQUIPM - Purch	\$295.04
00073374 MIDLAND IMPLEMENT CO - Purchas	\$68.74
00073385 STOTZ EQUIP-CASPER- -BRUSH KIT	\$810.02
00073395 MIDLAND IMPLEMENT CO - Purchas	\$704.75
00073409 STOTZ EQUIP-CASPER- - Credit	-\$568.07
00073414 CASPER TIRE 0000705 - Purchase	\$15.00
00073416 WW GRAINGER - Purchase	\$705.55
00073423 SPENCER FLUID POWER - Credit	-\$13.81
00073430 ALPINE MOTORS-REPLACE CLUTCH	\$960.52
00073430 ALPINE MOTOR SPORTS - REPLACE	\$4,308.85
00073434 DRIVE TRAIN CASPER - STOCK	\$51.96
00072691 SPENCER FLUID POWER - Purchase	\$13.81
00072825 INT IN NUTECH SPECIAL - Purch	\$38.00
00072825 INT IN NUTECH SPECIAL - Purch	\$935.00
00073117 SAFETY KLEEN SYSTEMS B - Purch	\$800.16
00072972 OSHKOSH CORP MCNEILUS - Purcha	\$257.37
00072996 SEAT COVERS PLUS - Purchase	\$221.95

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073026 DRIVE TRAIN CASPER - lights	\$609.42
00073071 WYOMING MACHINERY CO - Purchas	\$1,201.37
00073072 BRAKE SUPPLY COMPANY I - Purch	\$37.85
00073081 GOODYEAR COMMERCIAL TI - Purch	\$2,681.50
00073089 CASPER MOUNTAIN MOTORS - Purch	\$94.10
00073101 WW GRAINGER - Purchase	\$5.82
00073107 S&S CASPER- PARTS - Purchase	\$114.02
00073119 HONNEN EQUIPMENT 04 - Purchase	\$189.00
00073127 LARIAT INTERNATIONAL T - Purch	\$103.75
00073129 STOTZ EQUIP-CASPER- - Purchase	\$35.90
00073142 JACKS TRUCK AND EQUIPM - Purch	\$406.30
00073156 GREINER FORD LINCOLN O - Credi	-\$14.37
00073197 STOTZ EQUIP-CASPER- - Credit	-\$22.94
00073229 HOSE & RUBBER SUPPLY C - Purch	\$29.97
00073242 GREINER FORD LINCOLN O - Credi	-\$150.00
00073246 LN CURTIS - Purchase	\$741.59
00073258 LARIAT INTERNATIONAL T - Credi	-\$53.98
00073262 BOBCAT OF CASPER - Purchase	\$87.70
00073267 WYOMING MACHINERY CO - Purchas	\$600.78
00071936 ATLAS OFFICE PRODUCTS - Purcha	\$65.48
00072026 ATLAS OFFICE PRODUCTS - Purcha	\$183.99
00072642 PARTMASTER - STOCK LIGHTS	\$477.03
00072792 PURVIS INDUSTRIES 67 - Purchas	\$100.58
00072821 GREINER FORD LINCOLN O - Credi	-\$39.12
00072853 WYOMING MACHINERY CO - Purchas	\$315.89
00072869 SIX ROBBLEES NO 19 - Purchase	\$12.60
00072870 WW GRAINGER - Purchase	\$48.38
00072899 DECKER AUTO GLASS - Purchase	\$708.63
00072919 CMI-TECO - Purchase	\$78.78
00072939 CMI-TECO - Purchase	\$73.98
00072964 CMI-TECO - Credit	-\$78.78
00072970 NAPA	\$1,067.37
00072970 BEARING BELTCHAIN00244 - Purch	\$6.49
00072989 AMAZON MKTPLACE PMTS - Purchas	\$109.85
00073058 AMAZON.COM AMZN.COM/BI - Purch	\$19.99
00073078 DECKER AUTO GLASS - Purchase	\$287.76
00072538 AMAZON.COM AMZN.COM/BI - Purch	\$416.73
00072592 DRIVE TRAIN CASPER - tools	\$610.71
00072755 SPENCER FLUID POWER - Purchase	\$14.50
00072784 SPENCER FLUID POWER - Purchase	\$951.62
00072196 NETWORK FLEET. INC. - Purchase	\$18.95
00072398 BANNER FIRE EQUIPMENT - Purcha	\$932.72
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$30,631.99</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073279 FEDEXOFFICE 00009423 - Purch	\$42.27
00073163 HOBBY-LOBBY #0233 - Purchase	\$5.98
00073191 ATLAS OFFICE PRODUCTS - Purcha	\$31.51
00073243 BAR D SIGNS INC - Purchase	\$180.00
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$259.76</b>
00073054 BAKER-TAYLOR - Purchase	\$259.39
00071813 TY INC - Purchase	\$229.28
00073167 SQU SQ COWBOY GRAPHIC - Purch	\$132.85
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$621.52</b>
00073074 THE HOME DEPOT #6001 - Purchas	\$34.12
00073482 SUTHERLANDS 2219 - Purchase	\$78.31
00073110 CPS DISTRIBUTORS INC C - Purch	\$43.31
00073154 CHARTER COMM - Purchase	\$135.23
00073190 VZWRLSS MY VZ VB P - Purchase	\$80.02
00073231 BESTWAY FIRESTONE - Purchase	\$2,946.18
00073253 AUTOZONE #1294 - Purchase	\$19.95
00072647 CPS DISTRIBUTORS INC C - Purch	\$398.14
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$3,735.26</b>
00072361 Printer Paper	\$22.42
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$22.42</b>
00073080 SQ SQ 307 METAL WORK - Purch	\$235.00
00073088 NORCO INC - Purchase	\$47.17
00073104 THE HOME DEPOT #6001 - Purchas	\$2.48
00073257 MURDOCH'S RANCH & HOME - Purch	\$131.96
00073311 THE HOME DEPOT #6001 - Purchas	\$56.47
00073314 COWBOY SUPPLY HOUSE IN - Purch	\$1,805.55
00073359 CASPER FIRE EXTINGUISH - Purch	\$507.75
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$2,786.38</b>
00073263 USPS PO 5715580945 - Purchase	\$6.70
00073337 POSTER COMPLIANCE - Purchase	\$119.60
00072361 Printer Paper	\$22.42
00072933 INTUIT IN PEDENS INC - Purch	\$90.00
00072955 STERLING BACKCHECK - Purchase	\$1,077.21
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,315.93</b>
00073442 SAMS CLUB #6425 - Purchase	\$36.90
00073462 DOLLAR TREE - Purchase	\$26.00



# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00073469 WM SUPERCENTER #1617 - Purchas	\$26.46
00073485 SAMSCLUB #6425 - Purchase	\$25.24
00073504 SAMSCLUB #6425 - Purchase	\$129.34
00073030 SAMS CLUB #6425 - Purchase	\$36.90
00073100 PARTY AMERICA CASPER # - Purch	\$34.44
00073115 SAMSCLUB.COM - Purchase	\$63.61
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$378.89</b>
00073037 CASPER STAR TRIBUNE - Purchase	\$65.76
<b>Subtotal for Cost Center Information Services:</b>	<b>\$65.76</b>
00073284 GEAR UP AND GET OUT TH - Purch	\$31.50
00073478 NORCO INC - Purchase	\$101.78
00072427 NORCO INC - Purchase	\$183.43
00072704 NORCO INC - Purchase	\$88.27
00073366 SUTHERLANDS 2219 - Purchase	\$288.00
00073419 WESTSIDE ANIMAL HOSPIT - Purch	\$779.72
00072196 NETWORK FLEET. INC. - Purchase	\$151.60
00072849 UNITED 01626078672842 - Pur	\$25.00
00072938 JIMMY JOHNS - 1562 - Purchase	\$18.36
00072954 NOLAND FEED - Purchase	\$14.30
00073044 5GUYS 0125 QSR - Purchase	\$14.96
00073098 MCDONALD'S F1155 - Purchase	\$9.20
00073165 UNITED 01626081823564 - Pur	\$25.00
00073174 THE WESTSHORE GRAND - Purchase	\$834.40
00073219 THRIFTY CAR RENTAL - Purchase	\$9.90
00071699 UNIFORM ADVANTAGE - Purchase	\$23.99
00071885 UNIFORM ADVANTAGE - Purchase	\$23.99
00072202 COCA COLA BOTTLING CO - Purcha	\$86.29
00072205 NORCO INC - Purchase	\$55.14
00072255 GALLS - Purchase	\$157.47
00072349 AHERN RENTALS INC - Purchase	\$213.00
00072372 MENARDS CASPER WY - Purchase	\$38.87
00072404 STAPLES 00114181 - Purch	\$27.47
00072424 TOMAHAWK LIVE TRAP 1 - Purchas	\$135.84
00072617 ROTO ROOTER - Purchase	\$1,020.00
00072633 NOLAND FEED - Purchase	\$588.56
00072692 ANIMAL CARE EQUIPMENT - Purcha	\$460.50
00072729 AHERN RENTALS INC - Purchase	\$382.00
00072754 GALLS - Purchase	\$100.80
00072783 WESTSIDE ANIMAL HOSPIT - Purch	\$343.21
00072786 5GUYS 0125 QSR - Purchase	\$17.95
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$6,250.50</b>

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073815 CPU IIT - Purchase	\$813.50
00073815 CPU IIT - Purchase	\$85.50
00072568 Turning Technologies - Purchas	\$537.51
00072568 Turning Technologies - Purchas	\$56.49
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$1,493.00</b>
00073181 ATLAS OFFICE PRODUCTS - Purcha	\$91.34
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$91.34</b>
00073424 CASPER STAR TRIBUNE - Purchase	\$164.27
00073438 CASPER STAR TRIBUNE - Purchase	\$485.88
<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$650.15</b>
00072084 CPS DISTRIBUTORS INC C - Purch	\$45.13
00072131 CPS DISTRIBUTORS INC C - Purch	\$18.29
00072220 CPS DISTRIBUTORS INC C - Purch	\$52.03
00072242 SQ SQ EXPRESS OVER H - Purch	\$1,520.00
00072346 307 TREE SERVICE LLC - Purchas	\$250.00
00072378 BARGREEN WYOMING 25 - Purchase	\$22.40
00072465 CPS DISTRIBUTORS INC C - Purch	\$94.02
00072481 CRESCENT ELECTRIC 103 - Purcha	\$37.66
00072583 CRESCENT ELECTRIC 103 - Purcha	\$25.10
00072662 CPS DISTRIBUTORS INC C - Purch	\$30.34
00072720 CPS DISTRIBUTORS INC C - Purch	\$27.86
00072750 71 SOIL AND STONE - Purchase	\$988.80
00072838 CPS DISTRIBUTORS INC C - Purch	\$9.28
00072963 CPS DISTRIBUTORS INC C - Purch	\$2.07
00072994 307 TREE SERVICE LLC - Purchas	\$400.00
00073019 BESTWAY FIRESTONE - Purchase	\$11,438.76
00073059 CPS DISTRIBUTORS INC C - Purch	\$16.17
00073143 CPS DISTRIBUTORS INC C - Purch	\$30.87
00073250 CPS DISTRIBUTORS INC C - Purch	\$117.63
00073298 CRESCENT ELECTRIC 103 - Purcha	\$344.46
00073302 CPS DISTRIBUTORS INC C - Purch	\$44.02
00073321 CPS DISTRIBUTORS INC C - Purch	\$44.63
00073344 CPS DISTRIBUTORS INC C - Purch	\$49.22
00073358 SQU SQ HOFFMAN MONUME - Purch	\$398.48
00073378 BAILEYS ACE HDWE - Purchase	\$61.55
00073386 HARBOR FREIGHT TOOLS 3 - Purch	\$51.44
00073387 CPS DISTRIBUTORS INC C - Purch	\$26.43
00073064 SQ SQ ABLE EQUIPMENT - Purch	\$16.00
00073116 CASPER FIRE EXTINGUISH - Purch	\$110.00

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073224 AMERICAN SWING PRODUCT - Purch	\$82.00
00073264 KEEP AMERICA BFUL - Purchase	\$220.00
00072945 BAILEYS ACE HDWE - Purchase	\$9.99
00072196 NETWORK FLEET. INC. - Purchase	\$126.80
<b>Subtotal for Cost Center Parks:</b>	<b>\$16,711.43</b>
00073309 APA MEMBERSHIPS AND SU - Purch	\$386.00
00072190 EXPEDIA 7342480575018 - Purcha	\$759.84
00072210 DELTA 00670638226333 - Pur	\$213.20
00072261 DELTA 00670638017490 - Pur	\$261.70
00072367 DELTA 0068263843580 - Purc	\$25.00
00072715 DELTA 0068263695632 - Purc	\$25.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$1,670.74</b>
00073083 #131 BRAVO ROOKWOOD - Purchase	\$29.60
00073093 CHIPOTLE 1238 - Purchase	\$9.95
00073099 CHIPOTLE 1238 - Purchase	\$24.77
00073108 #131 BRAVO ROOKWOOD - Purchase	\$32.02
00073122 WENDY'S #4304 - Purchase	\$13.11
00073131 TACO JOHNS 3802 - Purchase	\$7.40
00073136 51907 - FOUNTAIN PLACE - Purch	\$6.00
00073137 CNCIA PARKING - Purchase	\$30.00
00073139 PANDA EXPRESS CVG - Purchase	\$9.41
00073157 SPORTSMANS WAREHOUSE 1 - Purch	\$180.56
00073158 ALAMO RENT-A-CAR - Purchase	\$597.52
00073193 #11 RUSTY BUCKET ROCKW - Purch	\$17.62
00073198 SHELL OIL 574430198QPS - Purch	\$10.00
00073202 NOLAND FEED - Purchase	\$75.20
00073211 #11 RUSTY BUCKET ROCKW - Purch	\$30.21
00073221 MARRIOTT KINGSGATE F&B - Purch	\$36.38
00073226 MARRIOTT KINGSGATE F&B - Purch	\$36.38
00073227 SMASHBURGER CVG - Purchase	\$18.37
00073230 FAIRFIELD INN & SUITES - Purch	\$816.65
00072960 CONOCO - TA RAWLINS - Purchase	\$3.19
00072965 CACTUS PEAR - Purchase	\$31.66
00072979 ACADEMI TRAINING CTR/B - Purch	\$7,283.84
00072987 BLUE GIBBON - Purchase	\$27.29
00072993 ACADEMI TRAINING CTR - Purchas	\$6.00
00073005 MARRIOTT KINGSGATE F&B - Purch	\$36.38
00073015 UNITED 01671372221610 - Pur	\$676.60
00073039 UNITED 01671372221621 - Pur	\$676.60
00073069 MARRIOTT KINGSGATE F&B - Purch	\$36.38
00071400 MCDONALD'S F35665 - Purchase	\$6.30

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00071490 RED BONES - Purchase	\$18.55
00071951 TWIN PEAKS ARAPAHOE - Purchase	\$16.00
00072003 HON ASI GUN HBF PAO MA - Purch	\$1,450.89
00070639 BUDGET RENT-A-CAR - Purchase	\$1,221.08
00072436 EXXONMOBIL 47651294 - Purch	\$20.00
00072449 CKE RANCHITO MEXICAN 5 - Purch	\$48.15
00072469 MCDONALD'S F17071 - Purchase	\$9.44
00072509 RUMORS SPORTS BAR GRIL - Purch	\$45.97
00072554 VCN NATRONAREALESTATEC - Purch	\$20.50
00072586 REESE & RAY'S IGA OF - Purchas	\$21.59
00072604 PIZZA HUT #1804 - Purchase	\$52.66
00072649 MAVERIK #577 - Purchase	\$28.40
00072687 AMAZON MKTPLACE PMTS W - Purch	\$742.35
00072776 AMAZON MKTPLACE PMTS W - Purch	\$1,471.49
00072847 NMI NATIONWIDE - Purchase	\$50.00
00073118 MURDOCH'S RANCH & HOME - Purch	\$8.99
00073210 WESTSIDE ANIMAL HOSPIT - Purch	\$202.63
00071172 WHITE CASTLE 010110 - Purchas	\$4.13
00071218 WINDY CITY TAP ROOM - Purchase	\$4.23
00071231 WINDY CITY TAP ROOM - Purchase	\$13.88
00072130 NOLAND FEED - Purchase	\$112.80
00072184 LAWENFORCEM - Purchase	\$50.00
00072681 UNITED 01626078051356 - Pur	\$210.00
00072741 ACADEMI TRAINING CTR - Purchas	\$7.00
00072759 BIG D KWIK SHOP - Purchase	\$36.05
00072801 MCDONALD'S F8030 - Purchase	\$3.38
00072841 HEIDIS BROOKLYN DELI - Purchas	\$17.53
00072852 MCDONALD'S F6139 - Purchase	\$6.67
00072865 UNITED 01626078687354 - Pur	\$25.00
00072883 TACTICALGEAR.COM - Purchase	\$106.98
00072884 UNITED 01626078687553 - Pur	\$25.00
00072888 TAFTS ALE HOUSE - Purchase	\$24.26
00072892 MAPLEWOOD KITCHEN & BA - Purch	\$49.22
00072894 KEYSTONE BAR AND GRILL - Purch	\$30.34
00072896 WOLF HOTEL - Purchase	\$30.92
00072909 WENDY'S #857 - Purchase	\$7.10
00072914 MARRIOTT KINGSGATE F&B - Purch	\$36.38
00072918 SOURCE OFFICE - VITAL - Purcha	\$937.79
00072925 MAPLEWOOD KITCHEN & BA - Purch	\$33.82
00072928 KEYSTONE BAR AND GRILL - Purch	\$50.75
00072940 TAFTS ALE HOUSE - Purchase	\$42.65
00072949 CACTUS PEAR - Purchase	\$16.55
00072957 WENDY'S #857 - Purchase	\$14.62

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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<b>Subtotal for Cost Center Police:</b>	<b>\$18,091.13</b>
00072331 ESIGNS.COM - Purchase	\$91.03
00072726 UNITED 01626078473530 - Pur	\$25.00
00072768 CORNER STORE 1186 - Purchase	\$21.41
00072785 UBER TRIP MMWQ2 - Purchase	\$2.00
00072796 SHERATON DALLAS DINING - Purch	\$17.88
00072797 SHERATON DALLAS DINING - Purch	\$11.50
00072809 UBER TRIP GDGLQ - Purchase	\$2.00
00072810 AVIATOR'S BBQ - Purchase	\$21.36
00072822 UBER TRIP GDGLQ - Purchase	\$6.82
00072837 SUSHI ONE - Purchase	\$11.76
00072839 SUSHI ONE - Purchase	\$8.64
00072848 UBER TRIP MMWQ2 - Purchase	\$6.21
00072872 UNITED 01626079051306 - Pur	\$25.00
00072876 PAPPADEAUX SEAFOOD KIT - Purch	\$17.82
00072880 PAPPADEAUX SEAFOOD KIT - Purch	\$35.00
00072881 CANTINA GRILL B - Purchase	\$14.48
00072901 KIST HEART KITCHEN - Purchase	\$13.01
00072903 UBER TRIP DWMEG - Purchase	\$6.38
00072906 SHERATON DALLAS DINING - Purch	\$6.50
00072921 UBER TRIP DWMEG - Purchase	\$2.00
00072923 SUSHIYAA 2 - Purchase	\$13.78
00072929 UBER TRIP BIKS7 - Purchase	\$2.00
00072953 UBER TRIP BIKS7 - Purchase	\$6.21
00073010 THE RUSTIC - Purchase	\$19.41
00073021 SUSHIYAA 2 - Purchase	\$12.56
00073028 POBLANOS - Purchase	\$6.77
00073070 CHICK-FIL-A 80626 - Purchase	\$8.88
00073076 CHICK-FIL-A 80626 - Purchase	\$8.44
00073085 UNITED 01626080783692 - Pur	\$25.00
00073091 CNCIA PARKING - Purchase	\$25.00
00073096 TORTACO-ROSS - Purchase	\$25.57
00073106 JAMBA JUICE - Purchase	\$5.88
00073128 TORTACO-ROSS - Purchase	\$28.58
00073138 UNITED 01626081342620 - Pur	\$25.00
00073179 US AIRPORT PARKING - Purchase	\$25.92
00073195 SHERATON DALLAS - Purchase	\$714.64
00073196 SUBWAY 00051003 - Purch	\$8.81
00073225 MAVERIK #391 - Purchase	\$27.85
00073232 SHERATON DALLAS - Purchase	\$714.64
00073415 WESTERN WYOMING LOCK & - Purch	\$145.00
00072347 B & B RUBBER STAMP SHO - Purch	\$29.95

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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**Subtotal for Cost Center Police Grants:** **\$2,225.69**

00072361 Printer Paper	\$22.42
00072890 EATON SALES & SERVICE - Purcha	\$3,194.39
00072444 TAXI SVC NEW ORLEANS - Purchas	\$51.75
00072457 CAFE AT THE SQUARE - Purchase	\$26.15
00072542 HARD ROCK NEW ORLEANS - Purcha	\$27.00
00072561 Royal House Oyster Bar - Purch	\$25.00
00072613 SQUARE SQ DEMOSTEN - Purchas	\$54.00
00072627 CAFE AT THE SQUARE - Purchase	\$17.00

**Subtotal for Cost Center Property & Liability Insurance:** **\$3,417.71**

00073422 NATIONALGYM SUPPLY - Purchase	\$184.79
00073400 ATLAS OFFICE PRODUCTS - Purcha	\$8.59

**Subtotal for Cost Center Recreation:** **\$193.38**

00073566 ALSCO INC. - Purchase	\$265.20
00072656 CONTAINER COMPONENTS - - Purch	\$380.45
00072676 CONTAINER COMPONENTS - - Purch	\$1,290.10
00073052 AIRGAS CENTRAL - Purchase	\$43.68
00073068 CMI-TECO - Purchase	\$104.27
00073084 AIRGAS CENTRAL - Purchase	\$12.68
00073112 JACKS TRUCK AND EQUIPM - Credi	-\$27.07
00073134 DECKER AUTO GLASS - Purchase	\$181.67
00073149 MENARDS CASPER WY - Purchase	\$34.47
00073150 SHERWIN-WILLIAMS 70896 - Purch	\$442.90
00073240 AHERN RENTALS INC - Purchase	\$109.50
00073277 CMI-TECO - Purchase	\$693.34
00073289 CMI-TECO - Purchase	\$5,132.83
00073301 CMI-TECO - Purchase	\$483.86
00073315 CMI-TECO - Purchase	\$496.06
00073325 INT IN C & C SUPPLY D - Purch	\$68.00
00073511 SOURCE OFFICE - VITAL - Purcha	\$1,348.83
00072885 DOG WASTE DEPOT - Purchase	\$235.98
00073296 QUALITY OFFICE SOLUTIO - Print	\$68.44
00073312 QUALITY OFFICE SOLUTIO - Print	\$86.44
00072196 NETWORK FLEET. INC. - Purchase	\$509.02

**Subtotal for Cost Center Refuse Collection:** **\$11,960.65**

00073396 WYOMING STEEL AND RECY - Purch	\$32.50
00073574 BAILEYS ACE HDWE - Purchase	\$33.07
00073606 ALSCO INC. - Purchase	\$206.16
00073614 INT IN CREED COMPANIE - Purch	\$275.00

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073296 QUALITY OFFICE SOLUTIO - Print	\$51.32
00073312 QUALITY OFFICE SOLUTIO - Print	\$64.82
00073406 CASPER STAR TRIBUNE - Purchase	\$476.40
00072997 CASPER CONTRACTORS SUP - Purch	\$58.45
00073003 MENARDS CASPER WY - Purchase	\$67.58
00073006 USPS PO 5715580478 - Purchase	\$50.00
00073261 WM SUPERCENTER #1617 - Purchas	\$13.88
00073320 WW GRAINGER - Purchase	\$8.06
00072196 NETWORK FLEET. INC. - Purchase	\$18.95
<b>Subtotal for Cost Center Sewer:</b>	<b>\$1,356.19</b>
00073111 SOURCE OFFICE - VITAL - Purcha	\$530.09
00073124 POWER EQUIPMENT CO - Purchase	\$10,432.25
00073278 INDUSTRIAL DISTRIBUTOR - Purch	\$9.98
00073295 BLOEDORN LUMBER CASPER - Purch	\$36.68
00073351 HARBOR FREIGHT TOOLS 3 - Purch	\$14.98
00073353 BLOEDORN LUMBER CASPER - Purch	\$20.96
00073372 BLOEDORN LUMBER CASPER - Purch	\$20.96
00073399 HOSE & RUBBER SUPPLY C - Purch	\$135.98
00073410 CASPER CONTRACTORS SUP - Purch	\$179.15
00073454 THE HOME DEPOT #6001 - Purchas	\$44.94
00073477 LYLE SIGNS - Purchase	\$1,435.00
00073077 SHERWIN-WILLIAMS 70896 - Purch	\$905.00
00073522 AIRGAS CENTRAL - Purchase	\$495.90
00073646 ALSCO INC. - Purchase	\$330.56
00073647 SONNYS RV SALES - Purchase	\$184.62
00073700 SHERWIN-WILLIAMS 70896 - Purch	\$39.86
00073712 MENARDS CASPER WY - Purchase	\$100.82
00073735 BAILEYS ACE HDWE - Purchase	\$30.58
00073749 COMPASS MINERALS AMER - Purcha	\$54,676.11
00072920 WEAR PARTS INC - Purchase	\$71.51
00072756 MENARDS CASPER WY - Purchase	\$0.95
00072804 MICHAELSFENCE&SUPPLYIN - Purch	\$22.60
00072196 NETWORK FLEET. INC. - Purchase	\$530.06
<b>Subtotal for Cost Center Streets:</b>	<b>\$70,249.54</b>
00073456 STOTZ EQUIP-CASPER- - Purchase	\$45.51
00073457 USPS PO 5715580945 - Purchase	\$6.70
00073529 RUSSELL INDUSTRIES INC - Purch	\$323.10
00073542 CASPER WINNELSON CO - Purchase	\$103.06
00073562 ALSCO INC. - Purchase	\$434.74
00073571 HAJOCA KEENAN SUPP 25 - Purcha	\$1,681.97
00073575 TFS FISHER SCI CHI - Purchase	\$489.06

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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00073582 BAILEYS ACE HDWE - Purchase	\$26.51
00073585 CPS DISTRIBUTORS INC C - Purch	\$154.09
00073592 INT IN CASPER SAFETY - Purcha	\$1,050.00
00073614 INT IN CREED COMPANIE - Purch	\$2,249.88
00073618 CASPER WINNELSON CO - Purchase	\$21.14
00073620 LOU'S GLOVES INC - Purchase	\$581.00
00073389 CASPER STAR TRIBUNE - Purchase	\$501.68
00073092 RMI WYOMING INC - Purchase	\$437.50
00073188 TFS FISHER SCI CHI - Purchase	\$51.65
00073254 HARRINGTON 08 DENVER - Purchas	\$183.94
00073255 NCL OF WISCONSIN INC - Purchas	\$171.38
00073272 WINN-MARION BARBER, LL - Purch	\$417.00
00073326 WATERWORKS IND 2697 - Purchase	\$2,598.99

**Subtotal for Cost Center Waste Water: \$11,528.90**

00073283 FERGUSON ENT #3069 - Purchase	\$5.16
00073310 ENERGY LABORATORIES, I - Purch	\$319.00
00073330 FERGUSON ENT #3069 - Purchase	\$5.74
00073331 FERGUSON ENT #3069 - Purchase	\$61.52
00073345 CPS DISTRIBUTORS INC C - Purch	\$4.58
00073346 FERGUSON ENT #3069 - Purchase	\$5.74
00073388 JOHNNY APPLESEED, INC. - Purch	\$72.88
00073407 ENERGY LABORATORIES, I - Purch	\$352.00
00073408 CASPER CONTRACTORS SUP - Purch	\$165.16
00073492 MENARDS CASPER WY - Purchase	\$59.96
00073502 SQU SQ ATLANTIC ELECT - Purch	\$1,900.00
00073565 CASPER CONTRACTORS SUP - Purch	\$33.18
00073577 WM SUPERCENTER #3778 - Purchas	\$9.66
00073635 SQ SQ FINISH LINE SY - Purch	\$2,768.00
00072570 WATERWORKS IND 2697 - Purchase	\$315.54
00072936 SQ SQ FINISH LINE SY - Purch	\$4,683.60
00073296 QUALITY OFFICE SOLUTIO - Print	\$51.33
00073312 QUALITY OFFICE SOLUTIO - Print	\$64.83
00073004 UNION WIRELESS - Purchase	\$128.90
00073050 BEARING BELTCHAIN00244 - Purch	\$63.75
00073086 Line Item Summary	\$9.18
00073159 ATLAS OFFICE PRODUCTS - Purcha	\$6.68
00073269 ENERGY LABORATORIES, I - Purch	\$352.00
00072196 NETWORK FLEET. INC. - Purchase	\$208.45

**Subtotal for Cost Center Water: \$11,646.84**

00073379 INT IN INDUSTRIAL MAI - Purch	\$200.00
00073391 CASPER CONTRACTORS SUP - Purch	\$808.42



# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

00073398 AMERIGAS PRODUCT - Purchas	\$13.49
00073411 UNITED STATES WELDING - Purcha	\$3,323.56
00073426 COASTAL CHEMICAL CO LL - Purch	\$99.69
00073465 ENERGY LABORATORIES - Purchase	\$300.00
00073500 SUTHERLANDS 2219 - Purchase	\$2.99
00073520 ATLAS OFFICE PRODUCTS - Purcha	\$27.82
00073523 MOUSER ELECTRONICS INC - Purch	\$146.54
00073526 ENERGY LABORATORIES - Purchase	\$231.00
00073545 EUROFINS EATON ANALYTI - Credi	-\$200.00
00073608 ALSCO INC. - Purchase	\$145.08
00073621 XEROX CORPORATION/RBO - Purcha	\$298.25
00073641 BUILD.COM - Purchase	\$659.57
00072608 EUROFINS EATON ANALYTI - Purch	\$200.00
00072946 UPS 0000008F045W158 - Purchase	\$116.28
00072926 SMITHS FOOD #4185 - Purchase	\$21.66
00072976 WEAR PARTS INC - Purchase	\$24.60
00072988 TACO BELL #23072 - Purchase	\$50.00
00073007 CASPER STAR TRIBUNE - Purchase	\$43.54
00073056 ENERGY LABORATORIES - Purchase	\$2,806.00
00073162 SUTHERLANDS 2219 - Purchase	\$27.38
00073207 FEDEX 780615427600 - Purchase	\$24.85
00073266 HARBOR FREIGHT TOOLS 3 - Purch	\$12.99
00072900 NORCO INC - Purchase	\$428.40
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$9,812.11</b>
00072268 TRACTOR SUPPLY CO #199 - Purch	\$44.98
00072529 AMAZON MKTPLACE PMTS - Purchas	\$93.77
00072567 BAILEYS ACE HDWE - Purchase	\$31.98
00072591 CPS DISTRIBUTORS INC C - Purch	\$10.25
00072710 STAPLES 00114181 - Purch	\$42.95
00072967 SUTHERLANDS 2219 - Purchase	\$71.98
00073053 MENARDS CASPER WY - Purchase	\$22.66
00073169 BAILEYS ACE HDWE - Purchase	\$22.84
00073560 DIVERSIFIEDPRODUCTS - Purchase	\$915.95
00073591 VAN DIEST SUPPLY COMPA - Purch	\$2,178.13
00073256 CPS DISTRIBUTORS INC C - Purch	\$15.00
00073259 CPS DISTRIBUTORS INC C - Purch	\$15.00
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$3,465.49</b>
<b>Vendor Subtotal:</b>	<b>\$265,072.72</b>

PEPSI COLA OF CASPER

2199040690 PRODUCT \$188.44

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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Subtotal for Cost Center Ice Arena:	\$188.44
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Vendor Subtotal:	<hr/> \$188.44
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## PFIEFER, CHEREE/RYAN

0030831542 UTILITY REFUND	\$28.24
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Subtotal for Cost Center Water:	\$28.24
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Vendor Subtotal:	<hr/> \$28.24
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## PIECE-A-CAKE

2224 Promotional Cake Aprl 2018	\$85.00
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Subtotal for Cost Center Fire:	\$85.00
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Vendor Subtotal:	<hr/> \$85.00
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## POSTAL PROS SOUTHWEST INC

4871 UTILITY BILLING FEES	\$2,445.80
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4889 UTILITY BILLING FEES	\$2,956.25
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Subtotal for Cost Center Finance:	\$5,402.05
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Vendor Subtotal:	<hr/> \$5,402.05
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## POVERTY RESISTANCE FOOD PANTRY

RIN0028607 FY18 1%#15 ONE CENT FUNDING	\$29.07
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Subtotal for Cost Center One Cent #15:	\$29.07
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Vendor Subtotal:	<hr/> \$29.07
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## PRINTWORKS

11581 GREEN TAGS / ORANGE PASSED TAG	\$276.88
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Subtotal for Cost Center Code Enforcement:	\$276.88
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Vendor Subtotal:	<hr/> \$276.88
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## RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-14 SYSTEM INVEST CHARG/COST OF	\$21,879.00
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Subtotal for Cost Center Water:	\$21,879.00
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Vendor Subtotal:	<hr/> \$21,879.00
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## RAYMOND JAMES

#1 METH CONF	\$2,506.50
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

FRAMSTAD	Subtotal for Cost Center Police Grants:	\$2,506.50
	Vendor Subtotal:	<u>\$2,506.50</u>
RENEWABLE EARTH MATERIALS	89 PARK IMPROVEMENTS	\$1,940.00
	Subtotal for Cost Center Parks:	\$1,940.00
	Vendor Subtotal:	<u>\$1,940.00</u>
RICOH USA PROGRAM PROVIDED BY GE CAPITAL	5053176642 COPIER MAINT AGREE	\$438.94
	Subtotal for Cost Center Police:	\$438.94
	Vendor Subtotal:	<u>\$438.94</u>
ROBERT TWEEDY	4368 TRAFFIC WRAP	\$200.00
	Subtotal for Cost Center Parks:	\$200.00
	Vendor Subtotal:	<u>\$200.00</u>
ROCKY MOUNTAIN POWER	AP000149043018 ELECTRICITY	\$4,875.17
	AP000169050118 ELECTRICITY	\$398.71
	Subtotal for Cost Center Aquatics:	\$5,273.88
	AP000167050118 ELECTRICITY	\$9,967.47
	Subtotal for Cost Center Balefill:	\$9,967.47
	AP000150050118 ELECTRICITY	\$149.85
	Subtotal for Cost Center Cemetery:	\$149.85
	AP000240043018 ELECTRICITY	\$822.13
	AP000155050118 ELECTRICITY	\$2,344.41
	Subtotal for Cost Center Fire:	\$3,166.54
	AP000154050118 ELECTRICITY	\$3,524.18
	Subtotal for Cost Center Fleet Maintenance:	\$3,524.18
	AP000156043018 ELECTRICITY	\$545.56
	Subtotal for Cost Center Fort Caspar:	\$545.56

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

AP000157043018 ELECTRICITY \$5,058.34

**Subtotal for Cost Center Golf Course: \$5,058.34**

AP000235042718 ELECTRICITY \$3,490.05

**Subtotal for Cost Center Hogadon: \$3,490.05**

AP000159043018 ELECTRICITY \$5,694.27

**Subtotal for Cost Center Ice Arena: \$5,694.27**

AP000160050118 ELECTRICITY \$840.36

**Subtotal for Cost Center Metro Animal: \$840.36**

AP000161050118 ELECTRICITY \$1,550.72

AP000180050118 ELECTRICITY \$3,185.57

**Subtotal for Cost Center Parks: \$4,736.29**

AP000162050118 ELECTRICITY \$273.84

**Subtotal for Cost Center Police: \$273.84**

AP000152043018 ELECTRICITY \$3,294.87

**Subtotal for Cost Center Recreation: \$3,294.87**

AP000239042718 ELECTRICITY \$66.79

AP000163050118 ELECTRICITY \$525.10

**Subtotal for Cost Center Sewer: \$591.89**

AP000164050118 ELECTRICITY \$47,591.02

AP000241050118 ELECTRICITY \$85.60

**Subtotal for Cost Center Streets: \$47,676.62**

AP000166050118 ELECTRICITY \$27,911.13

**Subtotal for Cost Center Waste Water: \$27,911.13**

AP000243050118 ELECTRICITY \$6.46

**Subtotal for Cost Center Water: \$6.46**

**Vendor Subtotal: \$122,201.60**

## ROD BARSTAD'S PAINT & AUTO BODY

6292 REPAIR PEELING PAINT ON HOOD \$565.60

6320 INSURANCE CLAIM NO. 1275CA/286 \$7,217.31

**Subtotal for Cost Center Fleet Maintenance: \$7,782.91**

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

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<b>Vendor Subtotal:</b>	<b>\$7,782.91</b>
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<b>RYAN STAUCH</b>	RIN0028588 CLOTHING REIMBURSEMENT	\$100.00
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$100.00</b>

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<b>Vendor Subtotal:</b>	<b>\$100.00</b>
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<b>SICKLER, ANDREW</b>	0030831547 UTILITY REFUND	\$26.85
	<b>Subtotal for Cost Center Water:</b>	<b>\$26.85</b>

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<b>Vendor Subtotal:</b>	<b>\$26.85</b>
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<b>STATE OF WY. - DEPT. OF FIRE PREV &amp; ELEC SFTY</b>	RIN0028583 LICENSE RENEWAL	\$100.00
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$100.00</b>

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<b>Vendor Subtotal:</b>	<b>\$100.00</b>
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<b>STEVEN NUNN</b>	2938 CLOTHING REIMBURSE	\$219.85
	<b>Subtotal for Cost Center Police:</b>	<b>\$219.85</b>

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<b>Vendor Subtotal:</b>	<b>\$219.85</b>
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<b>STODDARD, ANGELA</b>	0030831543 UTILITY REFUND	\$25.35
	<b>Subtotal for Cost Center Water:</b>	<b>\$25.35</b>

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<b>Vendor Subtotal:</b>	<b>\$25.35</b>
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<b>SWI, LLC</b>	RIN0028597 IOTBs GATE FOR BIOSOLIDS YARD	\$2,330.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,330.00</b>

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<b>Vendor Subtotal:</b>	<b>\$2,330.00</b>
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<b>TEDDER VALVE CO LLC</b>	1160 PRV KIT	\$388.76
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$388.76</b>

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<b>Vendor Subtotal:</b>	<b>\$388.76</b>
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# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

TERRACON	TA35812 AIR EMISIONS MONITORING &	\$9,926.90
	Subtotal for Cost Center Balefill:	\$9,926.90
	Vendor Subtotal:	\$9,926.90
TEST AMERICA LABORATORIES, INC	28202384 GW ANALYSIS	\$918.00
	28202529 GW ANALYSIS CLOSED WELLS	\$978.00
	28202352 GW ANALYSIS	\$1,284.00
	28202659 GW ANALYSIS CLOSED BALEFILL	\$978.00
	Subtotal for Cost Center Balefill:	\$4,158.00
	Vendor Subtotal:	\$4,158.00
TRIHYDRO CORP.	0129622 BROWNFIELDS PETROLEUM	\$5,557.52
	0129621 BROWNFIELDS HAZARDOUS	\$18,262.00
	Subtotal for Cost Center Planning:	\$23,819.52
	Vendor Subtotal:	\$23,819.52
TURNTEC MANUFACTURING	18T-46082 BUILD MAINT - SHAFT ICE ARENA	\$747.00
	Subtotal for Cost Center Buildings & Structures:	\$747.00
	Vendor Subtotal:	\$747.00
URGENT CARE OF CASPER LLC.	3971 PRE HIRE TESTING	\$502.00
	3788 PRE HIRE TESTING	\$251.00
	Subtotal for Cost Center Police:	\$753.00
	Vendor Subtotal:	\$753.00
WAMCO LABS, INC.	13583 FULL EFF TOXICITY DMRQA38	\$380.00
	13582 FULL WET TEST CERIODAPHNIA	\$1,000.00
	Subtotal for Cost Center Waste Water:	\$1,380.00
	Vendor Subtotal:	\$1,380.00

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

## WARDWELL WATER & SEWER DISTRICT

RIN0028596 BOOSTER IRRIGATION \$14.30

**Subtotal for Cost Center Water Treatment Plant:** \$14.30

**Vendor Subtotal:** \$14.30

## WARNER & ASSOC. CONSTRUCTION

6159801 UTILITY REFUND \$49.80

**Subtotal for Cost Center Water:** \$49.80

**Vendor Subtotal:** \$49.80

## WRIGHT, SUSAN

0030831550 UTILITY REFUND \$35.20

**Subtotal for Cost Center Water:** \$35.20

**Vendor Subtotal:** \$35.20

## WY. CONFERENCE OF MUNICIPAL COURTS

1 SEMINAR REGISTRATION \$275.00

**Subtotal for Cost Center Municipal Court:** \$275.00

**Vendor Subtotal:** \$275.00

## WY. DEPT. OF WORKFORCE SVCS.

RIN0028588 1ST QTR 2018 \$37.65

**Subtotal for Cost Center Balefill:** \$37.65

RIN0028588 1ST QTR 2018 \$2,468.96

**Subtotal for Cost Center Casper Events Center:** \$2,468.96

RIN0028588 1ST QTR 2018 \$2,926.00

**Subtotal for Cost Center Cemetery:** \$2,926.00

RIN0028588 1ST QTR 2018 \$2,375.00

**Subtotal for Cost Center Fleet Maintenance:** \$2,375.00

RIN0028588 1ST QTR 2018 \$341.14

**Subtotal for Cost Center Hogadon:** \$341.14

RIN0028588 1ST QTR 2018 \$6,614.72

**Subtotal for Cost Center Metro Animal:** \$6,614.72

# Bills & Claims

City of Casper

05/02/2018 to 05/15/2018

RIN0028588 1ST QTR 2018 \$27.25

Subtotal for Cost Center Recreation: \$27.25

Vendor Subtotal: \$14,790.72

Grand Total \$2,277,461.98

Approved By

On



CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
05/15/18

**Payroll Disbursements**

5/3/18	CITY FIRE PAYROLL	\$	1,164,946.08
5/3/18	BENEFITS & DEDUCTIONS	\$	198,613.17
5/4/18	EXCEPTION PAYROLL	\$	3,929.60
5/4/18	BENEFITS & DEDUCTIONS	\$	480.58

<b>Total Payroll</b>	<b>\$</b>	<b><u>1,367,969.43</u></b>
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**Additional Fees**

<b>Total Fees</b>	<b>\$</b>	<b><u>-</u></b>
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**Additional Accounts Payable**

4/26/18	Prewrits - Permits/Utility Refund/Travel Reimbursement		
	Charlie Powell	\$	319.94
	Echo Disney	\$	15.38
	State of Wy - DEQ	\$	1,000.00
	State of Wy - DEQ	\$	500.00

<b>Total Additional AP</b>	<b>\$</b>	<b><u>1,835.32</u></b>
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May 15, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: John Henley, City Attorney  
Wallace Trembath, Assistant City Attorney *W. T. G. A.*  
SUBJECT: Wireless Communications Ordinance Amendments

Meeting Type & Date

Regular Council Meeting, May 15, 2018

Action type

Establish Public Hearing.

Recommendation

That Council, by minute action, establish June 5, 2018 as the date of public hearing for the review of several amendments to Section 17.12.124 (Towers) of the Casper Municipal Code.

Summary

Section 17.12.124 (Towers) of the Casper Municipal Code governs the City's regulation of wireless communication facilities. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The Planning and Zoning Commission reviewed the new regulations at its public hearing on March 15, 2018, and provided some suggested changes for adoption. Those changes are as follows:

- Adding the HM (Hospital Medical), OB (Office Business) and OYD (Old Yellowstone District) to the tower regulations summary (Table 1, Section 17.24.124);
- Adding definitions of "commercial zone" and "residential zone" to remove any ambiguity about which adopted zoning districts belong to which category, as necessitated by those zoning districts allowing both residential and commercial uses;
- Clarification that stealth and concealment techniques may not include tree species that are not generally found growing in Casper;
- Expansion of the types of allowable screening fences that may be used to screen base equipment as cellular sites;
- Removal of the distinction between residential and commercial PUD's (Planned Unit Developments), with all PUD zoned property being treated as "commercial" for the purpose of regulating cell towers;

- Ensuring that graffiti on all base equipment, fences, and other features on the site is removed by the wireless carrier.

Financial Considerations

The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing wireless communications facility applications.

Attachments

None.

ORDINANCE NO. 5-18

AN ORDINANCE REPEALING CASPER MUNICIPAL CODE CHAPTER 2.60  
PERTAINING TO THE PUBLIC SERVICE CODE OF ETHICS

WHEREAS, the Casper City Council has determined that the public services code of ethics, specifically Casper Municipal Code Chapter 2.60, has portions which seem overly broad and aspirational; and,

WHEREAS, the Casper City Council, has determined that Casper Municipal Code Chapter 2.60 should be repealed.

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

SECTION 1:

That Chapter 2.60 of the Casper Municipal Code, pertaining to the Public Service Code of Ethics is hereby repealed.

SECTION 2:

This Ordinance shall become effective on \_\_\_\_\_, 2018.

PASSED on 1<sup>st</sup> reading the 17<sup>th</sup> day of April, 2018.

PASSED on 2<sup>nd</sup> reading the 1<sup>st</sup> day of May, 2018.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM;

Wade Truett

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

ORDINANCE NO. 4-18

AN ORDINANCE ESTABLISHING MOBILE VENDOR PARKING

WHEREAS, the City Council of Casper, Wyoming, has determined that mobile vendors bring vibrancy and interest to the City of Casper, including the downtown and the Old Yellowstone District; and,

WHEREAS, the City of Casper believes it is appropriate for public safety and convenience to establish legal oversight of mobile vendors; and,

WHEREAS, the City of Casper has engaged in review and discussion to balance the use of city parking.

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

**Section 10.36.031 of the Casper Municipal Code is hereby created to read as follows:**

**A. Mobile Vendor Parking Permit Required.**

(1). It is unlawful for the owner, or any other person, to permit the operation of a Mobile Food Vendor Vehicle in the City of Casper without first obtaining an annual Health License-Mobile Food Vendor Permit (Health-Mobile Food Permit) as provided in the -Casper Municipal Code 8.04.020A2.

(2). The purchase of a Health-Mobile Food Permit shall not be a substitute for, or affect in any way, the necessity of obtaining other licenses as are required by city, county, state and/or federal governments' laws and regulations, except that any vendor issued a Yearly Health License-Mobile Food Permit shall be exempt from the provisions of the Casper Municipal Code Ch. 5.38 - Itinerant Merchants/Unsolicited Salesmen.

(3). It is unlawful for a mobile vendor to operate a mobile vendor vehicle ~~in on~~ the DOY Downtown – Second Street without an appropriate Mobile Vendor Parking Permit (MVPP).

**B. Definitions**

For purposes of this Ordinance the following terms are defined:

(1). "Block face" – both sides of a public street between two consecutive intersecting public streets.

(2). "Downtown – Second Street" – is limited to Casper's Second Street bounded on the east by Durbin Street and the west by David Street.

(3.) “Mobile Vendor” is the owner, operator and/or employees operating a “Mobile Vendor vehicle.”

(4). “Mobile Vendor Vehicle”- a mobile vendor vehicle is a vehicle or trailer which operates as a platform for an exchange of goods or services for payment; a food truck is an example, but the definition encompasses an exchange for value, of all other goods and services, as well.

(5). Mobile Vendor Parking Permit (MVPP) – A permit of limited number and of limited duration granted for the operation of a mobile vendor vehicle ~~in~~ the ~~DOY~~ Downtown

Second  
Street.

(6). “Downtown” is synonymous with the Downtown Development District, as defined in Section 2.36.030, as may be amended.

(7). DOY is the “Downtown” area and the “Old Yellowstone District” area combined.

(8). “Old Yellowstone District” – is the area located generally west of the “downtown,” which has been officially zoned OYDSPC (Old Yellowstone District and South Poplar Street Corridor). The area designated as the “Old Yellowstone District” may be modified upon approval of zone changes by the City Council.

### **C. General Limitations, Restrictions and Rules**

(1). Mobile vendors shall not use any public alleyway as a parking area within the City of Casper.

(2). Garbage collection and site cleanup are the responsibility of the permit holder; subsequent permit applications may be denied should this obligation not be fulfilled.

(3). A MVPP shall not be required for any mobile vendor that is parking within an area on a street that has been closed or partially closed pursuant to any city-issued street closure permit.

(4). The purchase of an annual Health-Mobile Food Permit and/or a MVPP shall not allow a vendor to park on parkways or in handicapped parking spaces, loading zones, school-related critical parking zones, fire lanes, bus stops, or similarly restricted special parking places. Vendors are not allowed to park in a way that would obstruct any pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.

(5). Mobile vendor vehicles shall position their vehicle or trailer in a manner that will allow all individuals to access the vehicle or trailer from a sidewalk, closed or barricaded road surface -protected from moving vehicles, or from private property. A mobile vehicle vendor shall not operate in a manner that requires individuals to walk or stand in the

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driving areas or parking areas of the right-of-way, except to the extent that these individuals are within the physical confines of the vendor's vehicle or trailer or a closed or barricaded portion of a parking area, which is protected from moving vehicles.

(6). Mobile vehicle vendor operators shall not place any equipment, furnishings, signs, tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.

(7). The purchase of a Health-Mobile Food Vendor Permit and/or a MVPP shall not grant exemptions from parking restrictions related to snow emergencies or any legal street closure or restriction.

(8). Signs informing the public, of the reserved spacing pursuant to a MVPP, may be posted on the curb or sidewalk of reserved street parking spaces, but such signs cannot be displayed until 30 minutes before the start-time of the permit.

(9). No vehicle associated with the mobile vendor's operation pursuant to a MVPP, including pull vehicles, support vehicles, and/or employee's/ worker's vehicles may park on the same block as the MVPP unless the vehicles are parked within the reserved spots as specified by the MVPP.

(10). City electrical outlets (typically used for Christmas lights) may not be used by mobile vendors unless written approval is granted by the City Park & Recreation Department, after paying a \$15.00 per day fee and posting a \$300.00 damage deposit with the City Clerk's office.

#### **D. Parking Permit Types and Costs.**

(1). All permits shall be purchased from the City Clerk's office, during usual business hours – 8:00 a.m. until 5:00 p.m., Monday – Friday, holidays and special event days exempted. The permit purchased is only valid for the vehicle/trailer described in the application and cannot be sold, traded or assigned.

(2). Two types of permits shall be available for purchase:

(A.) Health License-Mobile Food Vendor Permits. These permits are currently issued by the City Clerk's office. Such permit for mobile food vendors' vehicles is required to lawfully operate within the City of Casper. The cost is \$75.00, annually-fiscal year.

(B.) Mobile Vendor Parking Permit (MVPP).

(a)(i). A MVPP allows a mobile vendor vehicle on the permit to park ~~in~~ on the ~~DOYDowntown~~ Second Street with certain restrictions.

(a)(ii). No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face.

138  
139 ———(a)(iii). A MVPP may be purchased up to thirtyten (30)-(10) days in advance of  
140 the requested  
141 ———parking date; MVPPs are to be issued on a time priority basis, the first to apply  
142 shall be the recipient of the requested block face. The day of the requested parking date  
143 is day 1 for purposes of counting  
144 ———back to the earliest application date. This means that the earliest date to request a  
145 Friday  
146 reserved parking date, is the Wednesday the week before the Friday requested; for  
147 a  
148 Saturday request the earliest date to make application is the Thursday the week  
149 before the  
150 requested Saturday, etc.

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152  
153 (a)(iv). Hours: Monday-Friday-Saturday; Hours of set up and operation are limited for a  
154 Downtown Second Street location to a start time of 6:00 p.m. until 10:00 p.m. with  
155 cleanup to be complete by 3:00 a.m. the  
156 following morning.

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157  
158 (a)(v). Hours: Saturdays, Sundays, and designated holidays and Parade Day (but not on  
159 the parade route); the hours of parking/operation for a MVPP begins at 6:00 p.a.m. and  
160 expires at 10:00 p.m. with cleanup to be complete by 3:00 a.m., the following morning.

161  
162 (a)(vi). A maximum of eightten (8)-(10) MVPPs for all applicants can be issued for all  
163 applicants  
164 in any one calendar month for any one block face.

165  
166 (a)(vii). A MVPP costs Twenty-Five Dollars (\$25.00) per space per day. The application  
167 can request a maximum of two (2) parallel parking spaces or three (3) diagonal parking  
168 spaces.

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169  
170 (b.) MVPP Application and Permit Contents. The MVPP permit application form shall  
171 require the vendor to specify and the permit shall state on its face:

172  
173 (i). The street legal vehicles or street legal trailers that will be operating under the MVPP,  
174 including the vehicles' license numbers and the owner of such vehicle and/or trailer  
175 and/or bus, with emergency contact cell/phone number;

176  
177 (ii). The date or dates for which the permit is requested;

178  
179 (iii). The parking lot or block on which the vendor wishes to operate. The block shall be  
180 identified by the street, and the side of the street, on which the vehicle or trailer will be  
181 parked, along with the two nearest cross streets in both directions from the desired  
182 location.  
183



(iv). The parking spot or spots that the vendor wishes to occupy, if available.

(v). The MVPP application must also be co-signed by a Downtown business owner, Downtown business manager, or Downtown real property owner on the block face for which a MVPP is requested and that business property must be within 100 (one hundred) feet of the nearest requested parking space.

(vi). Information deemed helpful or relevant by the City Clerk's office for the issuance of or enforcement of a MVPP.

(vii). The MVPP shall be posted conspicuously upon the Mobile Vendor's Vehicle, as will the Health-Mobile Food Vendor Permit for mobile food vendors, which verifies the applicant's approval from the Health Department, Building Department, and Fire Department.

**E. Notice to Downtown Development Authority**

When a complete MVPP application has been filed, the City Clerk's office shall e-mail a notice of filing to the Downtown Development Authority.

**F. Penalties**

**F. Penalties.**

(1). Parking without required Mobile Vendor Permit and/or MVPP.

(i). If a mobile vendor is parked for operation in the City of Casper, without the correct permit(s) as stated herein, such conduct shall constitute a misdemeanor.

(2). Clean up of area.

(a). The Yearly Permit Holder and/or MVPP holder shall pick-up and bag ongoing litter and trash within a 90 foot radius of the mobile vendor vehicle operation, as well as monitor for and remediate potential hazards associated with the vendor's operation and hazards due to product spills, product and product container refuge within a 90 foot radius of the mobile vendor vehicle operation.

(b). A violation of this Ordinance/Chapter shall constitute a misdemeanor punishable by a fine of up to no less than One Hundred Dollars (\$100.00) and no more than Five Hundred Dollars (\$500.00).

(3). Loss of MVPP application privilege.

Two or more violations of this Ordinance/Chapter within a nine month period shall result in a revocation of the owners' and business' ability to apply for a MVPP, for a period of six (6) weeks, which period of time shall commence as determined by the City Clerk, but no later than three (3) weeks after a plea of guilty, payment of fine, a nolo contendere plea or a finding of guilt after trial for the second violation.

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241 This Ordinance shall become effective on \_\_\_\_\_, 2018.

242  
243 PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

244  
245 PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

246  
247 PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ of  
248 \_\_\_\_\_, 2018.

249  
250  
251 APPROVED AS TO FORM:

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255 \_\_\_\_\_

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257  
258 ATTEST: CITY OF CASPER, WYOMING  
259 A Municipal Corporation

260  
261  
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263 \_\_\_\_\_  
264 Fleur D. Tremel Ray Pacheco  
265 City Clerk Mayor  
266

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ORDINANCE NO. 6-18

AN ORDINANCE AMENDING SECTION 1.28.010 E.  
OF THE CASPER MUNICIPAL CODE PERTAINING  
TO THE PENALTY FOR A VIOLATION OF CASPER  
MUNICIPAL CODE 5.08.370 (MINORS – POSSESSION  
OF ALCOHOL OR PUBLIC INTOXICATION)

WHEREAS, traditionally, throughout many jurisdictions in the State of Wyoming, including Casper, the imposed sentence for a minor in possession of alcohol included a term of unsupervised probation; and,

WHEREAS, in a Wyoming Supreme Court case titled *City of Casper v. Simonson*, 400 P.3d 352 (2017), the Court ruled that municipal courts cannot impose probation when the only penalty for an offense is a fine; and,

WHEREAS, the Court further concluded that a court cannot place a defendant on probation for an offense that has not expressly been made punishable by a jail or prison sentence; and,

WHEREAS, the Court recognized that its ruling will limit municipal courts' ability to impose what might be helpful conditions of probation to address potential drinking problems of youthful offenders; and,

WHEREAS, the Court left the resolution of that issue to amending the ordinance to provide for incarceration, or through legislation; and,

WHEREAS, the City Council wishes to add incarceration as a potential penalty by amending Chapter 1.28, Section 1.28.010 E. for violation of Casper Municipal Code 5.08.370; and,

WHEREAS, adding incarceration as a potential penalty will allow the Casper Municipal Court to impose probation and the conditions thereof to address potential drinking problems of youthful offenders.

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

Section 1:

That Section 1.28.010 E. of Chapter 1.28 of the Casper Municipal Code is hereby amended to read as follows:

- E. For a violation of city code Section 5.08.370 committed and formally charged by the filing of a complaint in the municipal court for the city, the court may impose a penalty of up to Seven Hundred Fifty Dollars (\$750.00) and/or incarceration for a period not to exceed six (6) months.

Section 2:

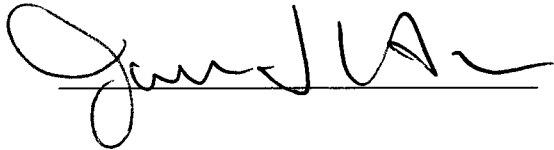
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1<sup>st</sup> reading the 1<sup>st</sup> day of May, 2018.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 25, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing the sole source purchase of one Grit Removal Mechanism from Veolia Water Technologies Canada, Inc., in the amount of \$47,492 for use at the Wastewater Treatment Plant.

Meeting Type & Date

Regular Council Meeting

May 15, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize the sole source purchase of one Grit Removal Mechanism from Veolia Water Technologies Canada, Inc., in the amount of \$47,492, for use at the Wastewater Treatment Plant.

Summary:

During the 1982-84 Wastewater Treatment Plant upgrade, two John Meunier grit removal mechanisms were installed as part of the preliminary treatment process. The mechanisms are designed to remove inorganic debris such as grit, sand, eggshells, etc., from the wastewater stream. Grit removal is a critical step in the treatment process as it protects downstream equipment from the damaging effects of grit and aids in keeping grit from being deposited in downstream tanks and basins. Grit removal mechanism No. 1 has failed after 30 plus years of operation and requires replacement. Unit No. 2 was replaced in 2014.

The Public Services Department requests that the grit removal mechanism replacement be purchased from Veolia Water Technologies Canada, Inc. Veolia is the authorized distributor for John Meunier equipment. The new mechanism would be identical to the one being replaced.

The existing grit removal mechanism at the WWTP is mounted on/in a concrete tank designed specifically for this John Meunier style and model of mechanism. The new John Meunier grit removal mechanism would be of identical design and would fit in and attach to the existing concrete tank with no modifications required. Use of any other vendor's mechanism would require modifications to the concrete structure; electrical conduit, control panels, and air scour supply line.

John Meunier has specialized in supplying wastewater preliminary treatment equipment such as grit removal mechanisms for more than 60 years. The WWTP has confidence in their equipment and know that parts and service are readily available.

Council approved moving forward with this purchase at the April 17, 2018 pre-meeting.

The installation of the grit removal mechanism will be accomplished by City wastewater staff.

Financial Considerations

Funding for the project will come from the Wastewater Treatment Plant Fund

Oversight/Project Responsibility

Megan Lockwood, Wastewater Treatment Plant Manager

Attachments

Resolution

Purchase Agreement

## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2018, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Veolia Water Technologies Canada Inc., 4105 Sartelon, Saint-Laurent, QC H4S 2B3 Canada, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in sections 1-7 and 10 of attached Exhibit "A", Veolia Proposal No. P125477R4, dated March 26, 2018. The Goods to be furnished are generally described as follows:

- Procurement of One (1) Mectan Vortex Grit Removal Mechanism Model No. JMDC/6-49SMXV
- Sections 8-9, and the "Veolia General Terms and Conditions for sale" are excluded from this Agreement.

### ARTICLE 2. ENGINEER.

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

### ARTICLE 3. POINT OF DELIVERY.

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

City of Casper Wastewater Treatment Plant  
2400 Bryan Evansville Rd.  
Casper, WY 82609

### ARTICLE 4. CONTRACT TIME.

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



- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by September 30, 2018.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Forty-Seven Thousand Four Hundred Ninety-Two Dollars (\$47,492.00).

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.

- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 Procurement Specifications. (See Exhibit "A")
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages NA to NA, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner. NA
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement. NA
- 9.12 Minutes of Pre-Bid meetings, if any.

#### ARTICLE 10. MISCELLANEOUS.

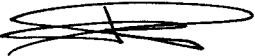
- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another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

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

APPROVED AS TO FORM:

Valérie Tremblay

ATTEST:


BY:   
TITLE: Aurélien Pauléat, P.Eng.  
Supervisor, Equipment Tender Team

ATTEST:

BY: \_\_\_\_\_  
Fleur D. Tremel  
TITLE: City Clerk

CONTRACTOR:

Veolia Water Technologies Canada Inc.  
4105 Sartelon  
Saint-Laurent, QC H4S 2B3 Canada

BY:   
TITLE: Denis Girard  
Executive Director

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

BY: \_\_\_\_\_  
Ray Pacheco  
TITLE: Mayor



## CASPER, WY VORTEX GRIT CHAMBER RETROFIT

**ATTN: MEGAN S. LOCKWOOD**
**WASTE WATER TREATMENT PLANT MANAGER  
CITY OF CASPER**
**VEOLIA LOCAL REPRESENTATIVE**
**T.C SALES CO.  
CONTACT: MR. CORY FIRZLAFF  
P. 801- 201-3121**
**March 26, 2018**
**FIRM PROPOSAL**
**VEOLIA PROJECT No. P125477R4**

Dear Megan,

We are pleased to submit our revised proposal for a replacement Mectan® Vortex Grit Removal Mechanism. This unit is based on the existing unit that was supplied in 1984. Please note that the control system and grit pump are not included in this proposal.

We will not be supplying submittals for this scope of supply as it will be a duplicate supply. With that we caveat, we can move directly to production with the unit upon receipt of your Purchase Order.

Item	Quantity	Description	Model Number	Price
<b>JOHN MEUNIER® Products – Grit Removal System</b>				
<b>A.</b>		Mectan® Vortex Grit Removal Mechanism	JMDC/6-49SMXV	Included
		Factory Start-Up Service		Not Included
		Freight Charges to Site		Included
				<b>\$ 47,492.00</b>

Should you have any questions regarding this proposal please do not hesitate to contact the Cory Firzlauff at 801-201-3121 or the undersigned.

Sincerely,

*Aurélien Pauléat*

**Aurélien Pauléat, P.Eng.**

**PROPRIETARY NOTICE**

*This proposal is confidential and contains proprietary information. It is not to be disclosed to a third party without the written consent of Veolia*

### WATER TECHNOLOGIES

**Veolia Water Technologies Canada Inc.**  
4105 Sartelon, Saint-Laurent, QC H4S 2B3 Canada  
Tél. / Tel +1 514-334-7230 • Téléc / Fax +1 514-334-5070  
ISO 9001 • [www.veoliawatertechnologies.ca](http://www.veoliawatertechnologies.ca) • [www.veoliawaterstna.com](http://www.veoliawaterstna.com)

Page 1 of 6

## SCOPE OF SUPPLY

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**A) One (1) Mectan® Grit Removal Mechanism, model JMDC/6-49SMXV**

- Flow capacity each 20 MGD
- Installation Concrete tank (existing)
- Arrangement style 270 degrees
- Head loss across the chamber ¼ in
- Rotation Clockwise
- Inlet channel width 36 in
- Outlet channel width 84 in
- Inlet channel depth (invert to operating floor) 73.56 in / mm
- Outlet channel depth (invert to operating floor) 61.56 in / mm
- Grit extraction type Bottom suction grit pump (grit pump not included)
- To remove grit having a S.G. of 2.65 at a separation level indicated in our literature;
- Construction in **304 stainless steel** (wetted parts), unless specified otherwise;
- Equipment to be rated for **Class 1 Division 1 Group D explosion-proof** classified area;

**Including:**

**One (1) Paddle drive system, c/w:**

- Drive torque tube, c/w paddle arm assembly and adjustable vertical-type paddles;
- One (1) paddle drive assembly with 12 RPM output speed, c/w:
  - One (1) 2.0 HP TEFC explosion proof single speed motor, 460V/3ph/60Hz, standard efficiency efficiency, Class F insulation, service factor of 1.15;
  - One (1) gear reducer, parallel-helical type, service factor of minimum 2.0 per AGMA at full load torque, corro-protected;
  - One (1) gear case, epoxy painted steel, carbon steel pinion, carbon steel slewing bearing assembly, bearing (5.0 S.F. and B10 life of 20 years);

**One (1) air scouring system, c/w:**

- One (1) Air scour line Ø1.0 in flexible pipe;
- One (1) Air scouring foot-piece, galvanized steel;
- One (1) Manual ball valve (isolation), Ø1.5 in port, brass body;
- One (1) solenoid valve (air scour), Ø1.5 in port, brass body, NEMA-7 enclosure;

**One (1) Lot of anchors (expansion type), AISI 304 stainless steel;**

**Gross shipping weight 2,000 lbs**

## NOTES

### i Deviations to contract documents

- No contract documents have been received at VEOLIA, as such, explicit exception is taken to any contract document which may exist for the above mentioned project. VEOLIA reserves the right to amend this exception upon receipt and review of relevant contract documents.

#### **General**

- Drive unit gear cases will be provided with an epoxy paint coating system: Sand blasting SP-10 inside, SP-6 outside & two coats of 5 mils DFT, Sherwin Williams Macropoxy 646 NSF, grey paint.
- Bearings will be the manufacturer's standard finish paint.
- The gear reducer recommended for this application differs from the original one installed on the existing Mectan on site.

### ii Exclusions

Anything outside of what is described in our scope of supply or presented in this proposal is extra or we take exception to. Majors items listed hereafter are not included in this offer (non-included items are not necessarily limited to this list).

<ul style="list-style-type: none"> <li>equipment offloading &amp; installation</li> <li>all mechanical and electrical interconnections,</li> <li>all piping, wiring and valve supports, outside each unit;</li> <li>costs for substitution, evaluation, redesign and expenses required to accommodate modifications necessary to fit the described equipment.</li> <li>installation of foundation bolts, pits and concrete work;</li> <li>field paint, field painting and or field paint (galvanize) repair;</li> <li>controls and starting contactors,</li> <li>control panel installation, support and field wiring;</li> <li>motor local disconnect switch(es), if stated in the contract documents,</li> <li>cost for local agency inspections, permits &amp; approval (if required)</li> </ul>	<ul style="list-style-type: none"> <li>grit removal basin/tank</li> <li>stairways/walkway/bridge</li> <li>grating and hand railing (other than previously stated);</li> <li>gates and valves (other than previously stated);</li> <li>special chute if requested (other than previously stated);</li> <li>screenings and grit receptacle(s);</li> <li>Vibration &amp; Noise tests if required;</li> <li>tools (no special tools are required);</li> <li>spare parts (no spare part requested other than previously stated);</li> <li>performance test, laboratory expenses, support facilities and equipment to properly conduct these tests (should they be required);</li> </ul>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## PARTICULAR TERMS & CONDITIONS

The following *Particular Terms and Conditions* prevail on the *VEOLIA General Terms and Conditions for Sale*.

### 1. Schedule

- |                                                                                                 |                                                            |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>a. SUBMITTAL DOCUMENTS AND SHOP DRAWINGS</b>                                                 | <b>4 WEEKS</b>                                             |
| <i>After receipt of a signed and approved purchase order.</i>                                   |                                                            |
| <b>b. APPROVAL OF SUBMITTAL DOCUMENTS AND SHOP DRAWINGS</b>                                     | <b>2 WEEKS*</b>                                            |
| <i>After emission of submittal documents and drawings from Montreal.</i>                        |                                                            |
| <b>c. MANUFACTURING, TESTING AND PREPARATION FOR SHIPMENT</b>                                   | <b>12-14 WEEKS</b>                                         |
| <i>After receipt in Montreal of approved submittals documents and drawings.</i>                 |                                                            |
| <b>d. TRANSPORTATION TIME</b>                                                                   | <b>3 DAYS</b>                                              |
| <i>Time anticipated. Veolia has no control on transport, transit time cannot be guaranteed.</i> |                                                            |
| <b>e. WARRANTY PERIOD:</b>                                                                      | <b>12 months from equipment Start Up</b>                   |
|                                                                                                 | <b>18 months maximum from shipment (Ex-Works Montreal)</b> |

\* Delays beyond the control of VEOLIA could affect pricing and project schedule

### Notes:

- Overall project schedule shall be discussed at contract award to optimize the different phases of the project and avoid extra costs (inflation, storage,...).
- Should we be able to save time along the following schedule, we will make sure the customer is advantaged in the process by making an earlier shipment.

### 2. Submittal Documents and O&M Manuals

- One (1) electronic copy of Submittal Documents and O&M Manuals are included in the basic price.
- Should it be necessary to provide printed sets the following price adders will apply:
 

- Extra amount for printed copy of the Submittal Document:	\$ 125.00 each NET / Extra
- Extra amount for printed copy of the O&M Manual:	\$ 250.00 each NET / Extra

### 3. Access to VEOLIA's Manufacturing Facilities in Montreal

- VEOLIA will grant access to its manufacturing facilities to the Owner or its representative(s) for goods inspection at any time. However a 48-hour notice will be required.
- All costs associated to shop inspection, including living and traveling expenses, incurred by the Owner or its representative(s), are not included in this offer.

### 4. Freight Charges to Site

- VEOLIA's choice of transporter;
- This price is based on the assumption of regular way and single shipment (no partial shipment) unless agreed otherwise;

### 5. Storage

This proposal does not include storage fees. Should the site not be ready for the equipment installation within the stated schedule, the equipment shall be shipped and stored on site no more than Thirty (30) days following the ready to ship notice date.

### 6. Factory Service on Site

- Intervention on site by one (1) trained factory service technician (8-hours/day, including living and traveling expenses) for installation check, start-up supervision and training.
- Contractor shall make sure that the required qualified personnel are present during our intervention should some mechanical or electrical modifications would be required.
- Each extra day on site per diem rate including all living expenses is \$ 1,450.00 each NET / Extra.
- VEOLIA requires a 20-day written advance notice to proceed.



**7. Tests**

- Mechanical and electrical shop test is included in the basic price.
- Mechanical and electrical operational site test of the above listed equipment is included in item(s) identified as "Factory Service", should you decide to include this item in your proposal.
- In the event where operational performance test be required, the performance test, laboratory expenses, support facilities and equipment to properly conduct these tests, should they be required, are not part of our supply.

**8. Emergency Repair Done Under Warranty**

The owner must ask the supplier for technical assistance & guidance in how to make emergency repair (should it be necessary) prior to making these repairs in order to maintain warranty validity. During and after warranty, our response time is within 24 hrs. It can be through our local agent or through the VEOLIA hot line.

**9. Payment Terms**

- Credit approval required
- Payment schedule:
  - **30% NET 30 days** with the return of the approved drawings/documents
  - **70% NET 30 days** after shipping, Ex-Works Montreal
- The above prices are NET and in US funds, all applicable taxes are extra.
- VEOLIA takes exception to all liquidated damages clauses and or penalty clauses if called for.
- The total and aggregate liability of VEOLIA to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed the Order price. The present clause shall apply notwithstanding any other provision of any Order.
- Prices above do not take in consideration any Buy American Act requirement.
- Refer to the attached sheet for additional terms and conditions, which are part of this offer.
- These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. VEOLIA reserves the right to ship, invoice and collect for partial shipments.

**10. Price Validity**

This proposal will remain valid and price(s) will remain firm for **Thirty (30) days** following the bid closing date indicated in this proposal. If an approved PO is received prior to the end of this period, prices will remain firm until release for production.

## GENERAL TERMS AND CONDITIONS FOR SALE

The present General Terms and Conditions of Sale of Products (Terms and Conditions) govern the supply of Products and Services (collectively the "Products") by Veolia Water Technologies Canada Inc. herein defined as "Veolia Canada". These Terms and Conditions shall prevail over the Customer's terms and conditions of purchase whether or not provided to Veolia Canada. Neither commencement of performance nor delivery by Veolia Canada shall be construed as the acceptance of the Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without Veolia Canada's prior consent in writing.

### 1. Definition and interpretation

#### 1.1 In the present Terms and Conditions

"Customer" means a person to whom an Offer is made or to whom Products are supplied. Veolia Canada means Veolia Water Technologies Canada Inc. Veolia Canada and Customer shall be defined hereinafter individually or collectively as Party or Parties. "Delivery Date" means the date set for delivery in the Offer or the Order and if such Offer and Order conflict in such respect, then the date set out in the Offer unless agreed in writing by the parties. "Intellectual Property" means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products. "Offer" means an offer by Veolia Canada to supply Products. "Order" means an effective contract to supply Products as per article 3 to which these Terms and Conditions apply. "Products" means goods, spare parts, consumables, equipment or materials and services as the case may be supplied by Veolia Canada to the Customer pursuant to an Order. "Work" means the delivery of Products to the agreed point of delivery, and any installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

#### 2. Offer

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance. 2.2 Unless otherwise stated in the Offer, the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

#### 3. Effective date

3.1 The Order shall become effective upon Veolia Canada's written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

#### 4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada's prior written approval, and b) pays Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the cancellation of the Order (including without limitation any charges, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada's prior written consent will not be accepted for credit.

#### 5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to comply with the request, and b) if Veolia Canada can comply with the request: i) the Customer shall pay Veolia Canada the costs reasonably incurred for the variation; ii) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and iii) Veolia Canada will advise the Customer of any impact on the warranties given in respect of the Products. 5.2 Any attempt by the Customer to unilaterally vary the content of an Order (including these Terms and Conditions) whether orally or in writing is void. Veolia Canada shall not begin work related to the variation unless agreement is reached between the Parties. Veolia Canada shall be entitled to compensation for any change in law having effect on the performance of the Order.

#### 6. Price and payment

6.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any goods and services or consumer sales tax, and/or other similar taxes, excise and custom duties required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear sole responsibility for the payment of any such tax or duty. 6.2 The price shall be subject to adjustment upon an increase in the cost of raw materials and/or wages according to the formula determined by Veolia Canada in its sole discretion, and upon written notice to the Customer. 6.3 Unless specified otherwise in writing, terms of payment are 100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay 5% of Veolia Canada's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval. 6.5 All above prices are in Canadian Dollars. 6.6 Nothing in the provisions of clause 6.3 above shall limit any right Veolia Canada may otherwise have to recover payment of amounts due and/or damages.

#### 7. Delivery and risks

7.1 Unless otherwise stated in an Order: a) Veolia Canada shall deliver the Products *Ex Works*, and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date, and c) all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per a) above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada's Contractor shall be deemed to be Provisional Acceptance of the Work and shall automatically result in the immediate transfer of risk and the beginning of the warranty period.

#### 8. Ownership of the products

8.1 Subject to clause 8.2 below, Veolia Canada shall provide full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated with the Products). 8.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with Veolia Canada; b) the Customer holds the Products as bailee for Veolia Canada; and c) the Customer shall maintain Veolia Canada's (identification) property signs on the Products.

#### 9. Warranty

9.1 Unless otherwise stated in the Offer, Veolia Canada Products shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the Delivery Date or (12) months from the date of substantial performance, whichever period expires earliest. 9.2 The present warranty is subject to prior notification by the Customer to Veolia Canada within ten (10) business days after the discovery of the defect.

9.3 During the warranty period Veolia Canada will at its sole discretion: either a) repair or replace *Ex Works*, or b) pay to the Customer the cost of replacing or repairing at Customer's risk, that part or all of the Products which are reasonably found to be defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period. 9.4 Customer's failure to notify Veolia Canada pursuant to clause 9.2 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products. 9.5 Save and except for warranties expressly stated in the Offer, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF VEOLIA CANADA. VEOLIA CANADA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION. ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VEOLIA CANADA AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause that not be extended, altered or varied except by a written instrument signed by Veolia Canada and the Customer.

#### 10. Exclusions from warranty

10.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period. 10.2 Veolia Canada shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 9 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove to Veolia Canada's satisfaction that the Customer stored, installed, used and operated the Products strictly in accordance with Veolia Canada's instructions (which the Customer will receive, or must request and receive before installation - if not performed by Veolia Canada - and initial use of the Products); or b) if the failure is caused by: i) normal wear and tear, impact, misuse, or mishandling; or ii) repair, alteration or use beyond their specifications; iii) repair or

modification in any way by any person other than Veolia Canada; iv) a force majeure event. For the purposes of clarification, the warranty provided by Veolia Canada in respect of the Products or the Work does not cover normal wear and tear. 10.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, Veolia Canada shall not be obliged to make any change in the design and/or specifications of the delivered Product as to render the said Product equivalent to any other new similar Product, or new model of the Product, supplied by Veolia Canada (but the Customer agrees to accept such new model of the Product or replacement for the Product if offered by Veolia Canada); and b) Veolia Canada shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

#### 11. Exclusions and limitation of liability

11.1 The total and aggregate liability of Veolia Canada to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed twenty-five percent (25%) of the Order price. 11.2 Veolia Canada shall in no event be held liable to the Customer for any indirect, special, punitive or consequential damages whatsoever arising under the Order, including any loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts. 11.3 The present clause 11 shall apply notwithstanding any other provision of any Order.

#### 12. Purpose of products

12.1 The Customer acknowledges it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase the Products; and b) that the Products are fit for the purposes for which they are being acquired. 12.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

#### 13. Force Majeure

13.1 Veolia Canada shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of the financial capability of a party) which prevents or delays a party from performing its obligations and which is beyond the reasonable control of such party, and which shall include without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions; fire, storm, flood, earthquake or other natural disaster; terrorism; bomb or explosion; war, illness or epidemic; quarantine requirements; industrial or labor dispute; labor shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or failures to approve) of any other person (including a government, government agency, a supplier or a sub-contractor). 13.2 If any such event occurs and Veolia Canada is delayed or unable to perform, Veolia Canada shall give notice to the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event. 13.3 If the said event lasts for more than thirty (30) days, Veolia Canada shall have the right to terminate the Order with immediate effect by giving written notice to the Customer. 13.4 If Veolia Canada terminates an Order under this clause 13.3 due to a Force Majeure event as described in 13.1 affecting the Customer, the Customer shall pay Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

#### 14. Export control

Unless otherwise agreed by the parties in writing, and to the extent applicable to the Work, the Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Products from and after Customer's receipt of the Products as well as for the proper management and disposal of all wastes and residues associated with the Products (including but not limited to containers, access or off-spec product, testing wastes e.g. spent or expired lab reagents and test kits). Customer agrees to ensure that all Products provided to Customer for export are exported only in compliance with applicable export controls and regulations. Any permits and licenses which are required to operate or to use the Products shall be procured by Customer at Customer's sole expense.

#### 15. Intellectual property

The Customer acknowledges that Veolia Canada preserves all the intellectual property rights on all Products of the Order. Accordingly, the plans, technical drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in conformance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order. As such, Veolia Canada grants to the Customer a non-exclusive license to use such documents exclusively for the purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, in writing or by other means, all or any of the information which would have been communicated to the Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada's prior written approval. The term "information" includes without limitation, the knowledge, the plans and the worksheets and generally all the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

#### 16. Customer's default

16.1 If a) the Customer fails to make any payment required under the Order, including interest and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order; Offer or of the present Terms and Conditions and fails to remedy the breach within seven (7) days after receiving a written notice requiring it to do so; or c) any step is taken to appoint a receiver or a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer's assets or business, Veolia Canada may: i) declare the entire sum remaining unpaid under the Order to be immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion; or iii) suspend or cease performance until all amounts owing to Veolia Canada are paid in full; or iv) request the Customer to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or v) enter the premises in which the Products are stored and retake possession of them, and/or v) resell all or part of the Products without notice. 16.2 This clause shall not limit any other right Veolia Canada may have to recover damages for breach of contract or any other claim under statute or at common law. For greater certainty, no failure or partial exercise of any remedy or delay in exercising any remedy shall operate as a waiver thereof, the rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law. 16.3 Further to the foregoing, in the event of any one of the occurrences described in 16.1(a) to c) Veolia Canada may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present terms and conditions.

#### 17. Early Termination

The Customer shall pay Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and all the amounts remaining due to Veolia Canada on the date of termination and any early termination costs incurred or expected by Veolia Canada.

#### 18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed in accordance with Canadian federal laws and the applicable provincial laws which delivery occurs (the "Province"). For any delivery outside of Canada, the laws of the province of Quebec shall apply. All disputes arising between the parties in respect of such Offer, Order or Terms and Conditions shall be settled by arbitration in the city of Montreal, Quebec unless otherwise agreed to by the Parties.

#### 19. Notices

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). 19.2 Any notice will be deemed to have been duly given if sent by mail, five (5) business days after posting if delivered by hand on signature receipt acknowledging delivery, and if sent by facsimile transmission on generating of an acknowledgment that the transmission has been successfully completed.

RESOLUTION NO. 18-99

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH VEOLIA WATER TECHNOLOGIES CANADA INC. FOR A MECTAN VORTEX GRIT REMOVAL MECHANISM FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City needs one (1) John Meunier Mectan Vortex Grit Removal Mechanism for use at the Wastewater Treatment Plant; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the grit removal mechanism as required by an agreement between the Contractor and the City; and,

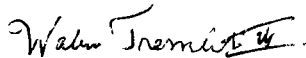
WHEREAS, the City desires to retain the Contractor for furnishing the grit removal mechanism.

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 procurement agreement with Veolia Water Technologies Canada Inc., 4105 Sartelon, Saint-Laurent, QC H4S 2B3 Canada, for the furnishing of One (1) Mectan grit removal mechanism.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Forty-Seven Thousand Four Hundred Ninety-Two Dollars (\$47,492.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 26, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

SUBJECT: Authorizing the sole source purchase of two Flygt Submersible Pumps and appurtenances from Water Technology Group in the amount of \$26,930 for use at the Begonia Lift Station.

Meeting Type & Date  
Regular Council Meeting  
May 15, 2018

Action type  
Resolution

Recommendation:

That Council, by resolution, authorize the sole source purchase of two Flygt Pumps and appurtenances from Water Technology Group in the amount of \$26,930 for use at the Begonia Lift Station.

Summary:

The Begonia sewage lift station, located at 1803 Begonia, collects and pumps sanitary sewage from approximately 50 homes to a gravity sewer on Lilac Street through a 1,000-foot force main.

The Begonia sewage lift station has been in service since the early 1980's. New pumps were installed in 2002 and a new electrical pump panel was installed in 2004. After sixteen years of operation, the pumps have exceeded the life expectancy for submersible wastewater pumps and need to be replaced. Corroded pump bases and worn pump impellers have contributed to inefficient and unreliable operation of this lift station and have resulted in numerous night and weekend emergency call outs. The components to be replaced include:

- 2) Submersible Pumps
- 2) Discharge Elbows (bases)
- Stainless Steel Guide Rails
- Guide Brackets
- Lifting Chain with Shackles

The Public Services Department is requesting that the purchase of the pumps and appurtenances through Water Technology Group. The reasoning is as follows:

1. The City and Regional Wastewater System have, over the years, successfully standardized the pumps, control panels, and appurtenances used in Casper wastewater lift stations to high quality Flygt equipment, resulting not only in improved reliability, but also in the added benefits of better staff familiarity of equipment and the interchangeability of spare parts, pumps, and backup equipment.
2. A sole source request is necessary because Water Technology Group is the only distributor in Colorado and Southern Wyoming authorized to sell, service, and install Flygt products to local government agencies. Xylem Flygt has set this program in place to ensure municipalities have a stable working relationship with their respective distributor and to promote accuracy gained through historical product placement and service. For this reason, local distributors who sell industrial Flygt equipment will not provide quotes. Municipalities do benefit from a discounted materials cost compared to contractors and other direct industrial and commercial customers through this designated distributor program. Casper has had 30 plus years of very good experience with Water Technology Group.

The Public Services Department requests the purchase of the replacement of the pumps and appurtenances from Water Technology Group be approved. This purchase will provide more efficient and cost effective reliability of service at this lift station.

Council approved moving forward with this purchase at the April 17, 2018 pre-meeting.

City staff will install the pumps; the appurtenances will be installed by a contractor as part of a lift station valve vault installation project later in FY18.

#### Financial Considerations

Funding for the pumps and appurtenances for the Begonia lift station will come from Sewer Fund Reserves.

#### Oversight/Project Responsibility

Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

#### Attachments

Resolution

Agreement

## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 3<sup>rd</sup> day of May 2018, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Water Technology Group, ~~6345 Downing Street, Unit B, Denver, Colorado 80216~~, hereinafter referred to as the "Contractor." 14452 W. 44<sup>th</sup> Ave Golden, CO 80403

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", page 1 only. The Goods to be furnished are generally described as follows:

- 2) Submersible Pumps
- Stainless Steel Guide Rails
- Discharge Connection Elbows
- Guide Brackets
- Lifting Chain w/ Shackles

Contractor's "Standard Terms and Conditions" are excluded from this Procurement Agreement.

### ARTICLE 2. ENGINEER.

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

### ARTICLE 3. POINT OF DELIVERY.

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

City of Casper Wastewater Treatment Plant  
2400 Bryan Evansville Rd.  
Casper, WY 82609

### ARTICLE 4. CONTRACT TIME.

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

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by July 30, 2018.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Six Thousand Nine Hundred Thirty Dollars (\$26,930.00).

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" – Page 1.
- 9.3 Addenda - None.
- 9.4 Certificate of Insurance.



- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

#### ARTICLE 10. MISCELLANEOUS.

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

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

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Water Technology Group  
~~6345 Downing Street, Unit B~~ 14452 W. 44<sup>th</sup> Ave  
Denver, Colorado 80216  
Golden 80403

BY: \_\_\_\_\_

BY: [Signature]

TITLE: \_\_\_\_\_

TITLE: President WTG

OWNER:

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Fleur D. Tremel  
TITLE: City Clerk

Ray Pacheco  
TITLE: Mayor

To: Scott Baxter / City of Casper, WY

Date: 03/27/18

Quote: JK17-1113

Reference: Begonia Lift Station

<b>Quantity</b>	<b>Description</b>	<b>Price</b>
-----------------	--------------------	--------------

**Flygt Pumps**

**Design Point: 100 GPM @ 38' TDH**

- |   |                                                                                                                                                                                                                                                                                                                                          |  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2 | Flygt pump model NP 3127 SH submersible wastewater pump with impeller #446. The impeller and wear plate are constructed of Hard Iron for improved wear resistance. The unit will be driven by a 7.5 HP, 1750RPM, 460/3/60 submersible motor with 50' of power cable and a 3" discharge. This pump includes a Float Leakage Sensor (FLS). |  |
| 2 | 3" Discharge Elbow                                                                                                                                                                                                                                                                                                                       |  |
| 4 | 20' Sections of 2" 304 SS guide rail pipe                                                                                                                                                                                                                                                                                                |  |
| 2 | 2" 304 SS Upper Guide Bar Brackets                                                                                                                                                                                                                                                                                                       |  |
| 2 | 25' Section of 1/4" 316 SS Lifting Chain                                                                                                                                                                                                                                                                                                 |  |

Your total net price for Pumps, Controls and Instruments-----\$26,930.00

**Notes and Clarifications:**

1. Equipment sizing and configuration based on the drawings.
2. Taxes are not included in the pricing.
3. Anything not specifically listed above is not included.
4. Anchor Bolts By Others
5. Startup not included but can be for an additional cost

Terms: Net 30 days with approved credit

Submittal data: Approx. 4 weeks if required

Delivery: Approx. 10-12 weeks

Freight: FOB Casper

Quote valid: 30 days

Jesse Kuntz

RESOLUTION NO.18-100

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR TWO FLYGHT SUBMERSIBLE PUMPS AND APPURTENANCES FOR USE AT THE BEGONIA LIFT STATION.

WHEREAS, the City needs two (2) Flygt submersible wastewater pumps and appurtenances for use at the Begonia Lift Station; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the submersible wastewater pumps and appurtenances as required by an agreement between the Contractor and the City; and,

WHEREAS, the City desires to retain the Contractor for furnishing the pumps and appurtenances.

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 procurement agreement with Water Technology Group, 6345 Downing Street, Unit B, Denver, Colorado 80216 for the furnishing of two (2) Flygt submersible wastewater pumps and appurtenances.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Twenty-Six Thousand Nine Hundred Thirty Dollars (\$26,930.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 18, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Veris Environmental, LLC, in the amount of \$67,700.00, for the Waste Water Treatment Plant (WWTP) Digester #3 Cleaning, Project No. 18-009

Meeting Type & Date  
Regular Council Meeting  
May 15, 2018

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Veris Environmental LLC, for the WWTP Digester #3 Cleaning, Project No. 18-009, in the amount of \$67,700.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$6,770.00, for a total project amount of \$74,470.00.

Summary

On Tuesday, April 17, 2018, two (2) bids were received from contractors to clean digester #3 at the WWTP.

The digester will be drained and all debris removed. Cleaning of the digesters is a standard maintenance procedure that should be completed every 5-10 years. The digester was last cleaned in 2012. The cleaning requires special equipment and training for confined space entry.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Veris Environmental, LLC</b>	<b>Limon, Colorado</b>	<b>\$67,700.00</b>
LS Enterprises LLC dba Pace	Billings, Montana	\$127,500.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As no bids were received from an in-state contractor, no bid preference was granted.

Work is scheduled to be completed within 30 days of the issuance of the Notice to Proceed. The estimate prepared by City Engineering was \$90,000.00.

Financial Considerations

Funding for this project will be from Other Contractual funds allocated to Waste Water Treatment.

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 Veris Environmental, LLC, 53036 State Road 71, Limon, Colorado 80828, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to clean digester #3 at the Waste Water Treatment Plant; and,

WHEREAS, Veris Environmental, LLC, is able and willing to provide those services specified as the WASTE WATER TREATMENT PLANT DIGESTER #3 CLEANING, Project 18-009.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WASTE WATER TREATMENT PLANT DIGESTER #3 CLEANING, Project 18-009.

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 The Work will be substantially completed within thirty (30) calendar days, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within forty (40) calendar days of the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

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

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Sixty-Seven Thousand Seven Hundred and 00/100 Dollars (\$67,700.00). See Exhibit "A" – Bid Form.

#### 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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 1 to 6, inclusive).
- 8.2 Exhibit "A" - Bid Form (Pages BF-1 to BF-4) and Bid Schedule (Pages BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No.   0  .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 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 one (1) section
- 8.14 Contract Drawings, consisting of one (1) sheet
- 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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Waibe Trencher

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Fleur D. Tremel

Title: City Clerk

CONTRACTOR: Veris Environmental, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
                                         WASTE WATER TREATMENT PLANT DIGESTER #3  
                                         CLEANING, Project 18-009

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 within thirty (30) calendar days, and completed and ready for final payment within forty (40) calendar days of the Notice to Proceed, in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 67,700.-

TOTAL BASE BID, IN WORDS: Sixty seven thousand  
Seven hundred and <sup>00</sup>/<sub>100</sub> 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: VERIS Environmental, LLC Attn: Jay Holmes  
303-651-7070 jay.holmes@verisenvironmental.com  
53636 State Rd 71 Limon, CO 80828

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 April 17, 2018.

Bidder is bidding as a Non-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: Veris Environmental, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Colorado  
(State of Incorporation or Organization)

By: Jay Holmes (seal)

(Title) Manager

(Seal)

Attest: Cindy Gleim

Business Address: 53036 State Rd. 71  
Limon, CO 80828

Phone Number: 303-651-7070 / 888-BIOSOLIDS

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**  
**April 17, 2018**  
**WASTE WATER TREATMENT PLANT DIGESTER #3 CLEANING**  
**Project 18-009**

Casper, Wyoming

Contractor shall complete all 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

**Bid Schedule**

Digester #3 Cleaning	LS	\$67,700. —
----------------------	----	-------------

• **BASE BID IN WORDS:**

Sixty seven thousand seven hundred and <sup>00</sup>/<sub>100</sub> Dollars

---

This bid submitted by: Veris Environmental, LLC  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIS ENVIRONMENTAL, LLC, FOR THE WASTE WATER TREATMENT PLANT DIGESTER #3 CLEANING, PROJECT NO. 18-009

WHEREAS, the City of Casper desires to clean digester #3 at the Waste Water Treatment Plant (WWTP); and,

WHEREAS, Veris Environmental, LLC, is able and willing to provide those services specified as the WWTP Digester #3 Cleaning, Project No. 18-009; 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 Six Thousand Seven Hundred Seventy Dollars (\$6,770.00) and other project administration related change orders that do not substantially alter the scope of the project.

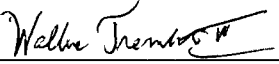
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Veris Environmental, LLC, for those services, in the amount of Sixty-Seven Thousand Seven Hundred and 00/100 Dollars (\$67,700.00).

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 Sixty-Seven Thousand Seven Hundred and 00/100 Dollars (\$67,700.00) and Six Thousand Seven Hundred Seventy Dollars (\$6,770.00) for a construction contingency account, for a total price of Seventy-Four Thousand Four Hundred Seventy and 00/100 Dollars (\$74,470.00).

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 Six Thousand Seven Hundred Seventy Dollars (\$6,770.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(Veris Environmental LLC- WWTP Digester #3 Cleaning)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 18, 2018

MEMO TO: J. Carter Napier 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Funding Agreement between the Natrona County Conservation District (NCCD) and the City of Casper

Meeting Type & Date

Regular Council Meeting scheduled for May 15, 2018.

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a funding agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$85,000.

Summary

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District (1982 Tri-party Agreement between Casper, Casper-Alcova Irrigation District, and the Bureau of Reclamation for 7,000 acre feet of stored water). Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

The Casper Public Utilities Advisory Board was again approached by the District in February 2015 and requested an increase in Casper's participation from \$25,000 per year to \$35,000 per year. The additional funding will be used to help pay for increasing costs of programs including cultural resources technical support. In addition, the District requested capital funding in the amount of \$200,000 over a four year period. The capital funding will be used for the installation of pipelines, sprinkler irrigation systems, and other Selenium Control Best Management Practices (BMP's) throughout the watershed. The CPU Advisory Board recommended the

amount of \$85,000 (\$35,000 for operations; \$50,000 for capital) be included in the FY16 – FY19 Public Utilities budgets.

The District has acquired water quality data from the North Platte River and several of its tributaries since 2001. Annual water quality reports show that the water quality data continues to support a trend in decreasing levels of total selenium in the North Platte River Watershed. Please refer to the District's FY17 Annual Report/FY18 Annual Plan (Funding Agreement Exhibit "A") for more detailed water quality information as well as District goals, objectives, and tasks.

All efforts by the District to control selenium reaching the North Platte River could assist Casper in the future by reducing regulatory requirements for selenium removal at the Wastewater Treatment Plant.

#### Financial Considerations

Funding for this agreement will be from the Wastewater Treatment Plant Fund (\$80,000) and the Water Fund (\$5,000).

#### Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

#### Attachments

Resolution  
Funding Agreement

## **FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT**

THIS FUNDING AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "City," and Natrona County Conservation District, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2018 and terminating March 31, 2019.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) payable to District, upon receipt of a signed City voucher.
3. District agrees to utilize Thirty-Five Thousand Dollars (\$35,000.00) of the funding provided via this agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY17 Annual Report and the FY18 Annual Plan as attached hereto and incorporated herein as Exhibits "A" and "B".
4. District agrees to utilize Fifty Thousand Dollars (\$50,000.00) of the funding provided via this agreement for the implementation of Selenium Control Best Management Practices throughout the watershed as expressed in the Natrona County Conservation District FY17 Annual Report and the FY18 Annual Plan as attached hereto and incorporated herein as Exhibits "A" and "B".
5. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the Fiscal Year. District shall make quarterly reports to the City.
6. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national

origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

7. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this Agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided the City as provided above.
8. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
9. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
10. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



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ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

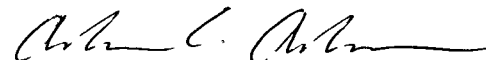
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESSETH:

NATRONA COUNTY  
CONSERVATION DISTRICT

  
\_\_\_\_\_  
By: Janette Brown  
Administrative Technician  
City of Casper Public Utilities

  
\_\_\_\_\_  
Andrew C. Anderson  
Chairman



# NATRONA COUNTY CONSERVATION DISTRICT FY2017 ANNUAL REPORT

~  
REALISTIC & PRACTICAL CONSERVATION  
AT A LOCAL LEVEL BY LOCAL PEOPLE

## Water Quality —

- Collected & analyzed 192 water quality samples for total selenium concentration;
- Measured monthly flow and recorded field data at 13–16 water quality sites;
- Converted 2,450 feet of dirt irrigation canals to underground pipelines;
- Signed 8 new cost share contracts for projects to convert 200 acres of flood irrigation to more efficient sprinkler systems and to replace 17,000 feet of dirt ditches with buried pipelines;
- Amended the Sampling Analysis Plan with WDEQ's approval;
- Annual Water Quality Report for 2016 continues to show a downward trend in levels of selenium in several of our tributaries.



## Water Development & Rangeland Quality —

- Through the Small Water Project Program (SWPP), NCCD implemented two upland water development projects in FY2017, providing water for livestock and wildlife for over 5,800 acres. These projects also minimize soil damage and excess erosion on streams and wetlands;
- Completed 5 subdivision reviews for Natrona County and provided comments and suggestions for future land management within these subdivisions.

## Education —

- Provided educational booklets, landowner visits, and technical assistance to landowners in the City of Casper and Natrona County;
- Presented annual project update to 38 elected officials;
- Offered educational materials and technical assistance at the annual Home & Garden Show, and answered questions for attendees;
- Partnered with UW Extension, Wyoming State Forestry and the City of Casper, to host the "Central Wyoming Tree Care Workshop" to over 60 participants.

## Conservation Seedling Sales —

- Sold 5,200 conservation seedling trees and shrubs to landowners to establish shelterbelts, wildlife habitat and living snow fences and wind breaks.



## NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development & Voluntary Landowner Participation
- Conservation Seedling Tree Sales



## North Platte River Watershed Project—Segment 2



The North Platte River Watershed Project—Segment 2 WDEQ 319 grant was granted in 2015 to continue with more selenium-reducing projects in the watershed. Four projects have commenced with private landowners that will convert 200–300 acres of flood irrigated fields to sprinkler irrigation and replace 10,000 feet of dirt ditches with buried pipeline. Four additional projects, in partnership with Casper Alcova Irrigation District (CAID) and Wyoming Water Development Commission (WWDC), will see the installation of an additional 12,000–15,000 feet of pipeline. Two of these projects have been partially funded by the City of Casper and Natrona County's Special Selenium Funding.

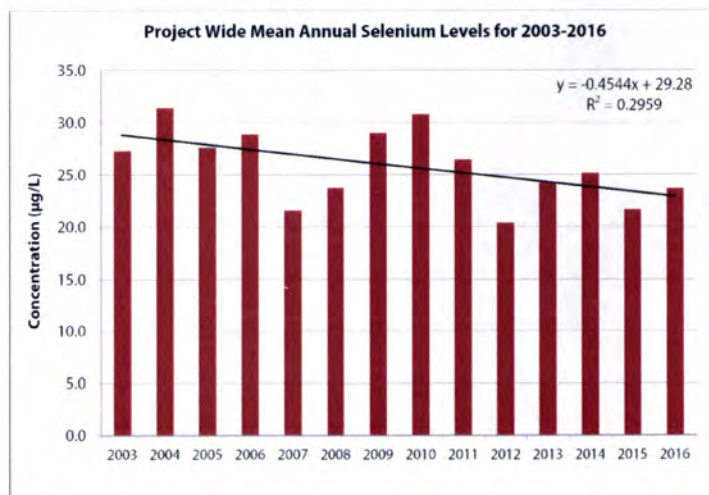
Planning efforts and BMP implementation were initiated to resolve selenium problems in the watershed in the mid-1990s. In 2005, the NCCD, in partnership with several other agencies developed goals and objectives to address the selenium concerns as outlined in the Kendrick Watershed Plan. This planning effort assessed water quality data, identified improvement projects, and formulated implementation recommendations. Numerous improvement projects and BMPs were installed in the watershed. In 2012, the WDEQ completed the draft TMDLs for the selenium impaired waterbodies, which is currently being reviewed. The TMDL included data analysis, water quality modeling, source load allocations, BMP identification, and implementation milestones. Each segment of the North Platte River Watershed Project is designed to follow the TMDL Implementation Plan and work toward minimizing the selenium transport in our watershed.



## Water Quality Monitoring

The NCCD has collected water quality data from the North Platte River and several of its tributaries since 2001. Based upon the NCCD's WDEQ-approved Sampling and Analysis Plan, water quality sampling has been conducted monthly on 12-16 monitoring sites. The Annual Water Quality Report continues to support the downward trend in selenium levels in the watershed. The downward trend shown for the calculated annual mean selenium levels is statistically significant ( $p=0.044$ ) based on a linear regression analysis. This indicates that the significant project wide decrease in annual mean selenium levels during 2003-2015 has continued into 2016.

These trend analyses indicate that statistically significant reductions in selenium levels are observed at the Casper Creek (CACR2), Poison Spring Creek (POSP), Upper Poison Spider Creek (PSC3), Lower Poison Spider Creek (PSC1), Six Mile Drain (SMD) and Johnson Reservoir Drain (JRD) monitoring stations [Apex, 2016]. In 2016, there were 50 samples collected at North Platte River sites, of which, all results were below the WQDEQ/WQD adopted selenium concentration standard of  $5\mu\text{g/L}$ .





## Rangeland Quality Improvement

One of the critical decisions for livestock producers is how to best utilize the forage on their grazing lands. During FY2017, NRCS designed grazing plans for over 60,000 acres of rangeland. Grazing management plans start with determining the goals of the grazing system, land and soil resources available, forage requirements of the livestock, forage inventory and pasture conditions, water sources and potential water sources, and current and planned fencing. After gathering this information, an effective and efficient grazing plan will help to ensure the sustainability of the land for future generations.



## Providing Water for Livestock & Wildlife

Through the Small Water Project Program (SWPP), the NCCD, NRCS and local landowners completed two water development projects. These projects provided water to livestock and wildlife on over 5,800 acres.

Reliable water sources are integral aspects of a range management plan involving distribution of livestock. The benefits of providing reliable water facilities for livestock and wildlife decreases loading of pathogens, sediments and nutrients to existing surface waters, therefore improving water quality, quantity and distribution of livestock and wildlife.



## Conservation Tree Sales

The NCCD sold over 5,200 trees to local landowners to be used for shelterbelts throughout the county. These trees will provide shade, wind protection, wildlife habitat and erosion control for many years to come! A heartfelt thank you goes to the volunteers on tree-sorting day!





## Educational Accomplishments

In December of 2016, the NCCD hosted our annual educational event for local elected officials, city and town officials, and other agency representatives. Nearly 40 attendees participated in the discussion regarding the NCCD's recent projects and the latest water quality data. Each year, this event has grown and it has been a great avenue for conversation regarding water quality and conservation efforts in Natrona County.

In May of 2017, Wyoming State Forestry, UW Extension, City of Casper and the NCCD presented a "Central Wyoming Tree Care Workshop" to over 60 participants. The topics included tree care and diversity, pruning, planting and care of nursery stock, and discussion of the emerald ash borer.

Every year, the NCCD participates in the Home & Garden Show, hosted by the Central Wyoming Homebuilder's Association. Professional technical advice is given and educational materials are distributed to approximately 1,500 people. Materials include Barnyards & Backyards magazines, Selenium Management, Small Pasture Management, and Shelterbelt booklets, and Conservation Seedling Tree order forms.



## FY2017 Revenue & Expenditures

Cash on Hand (Beginning of FY) = \$ 209,732

### Revenue

Local Support (City of Casper / Natrona County)	\$ 66,500
State Support (WDA WQ Funds)	\$ 8,824
Gross Retail Sales (Seedling Trees, Polymer)	\$ 11,045
Grants (WDEQ 319, WWDC SWPP, WDA)	\$ 149,444
Project Funds (Selenium Project Funds - City / County)	\$ 81,678
Interest	\$ 63
<b>Total FY Revenue</b>	<b>+ \$ 317,554</b>

### Expenditures

Administration (Personnel, Board & Office Expenses)	\$ 62,167
Operations (BMPs, Retail Costs, Educational Materials)	\$ 164,319
Indirect (Insurance, Indirect Payroll Costs)	\$ 10,914
Subtotal	\$ 237,400
Difference in End of Year Liabilities	\$ (513)
<b>Total FY Expenditures</b>	<b>- \$ 237,913</b>

Total Cash on Hand FYE = \$ 289,373

FYE Balance of Capital Reserves	- \$ 15,000
FYE Balance of Restricted Reserves (PrePaid Grant & Project Funds)	- \$ 211,678
FYE Balance of Emergency Reserves (1 Year Operating Costs)	- \$ 50,000

General Fund at FYE = \$ 12,695

**Natrona County Conservation District**  
5880 Enterprise Drive, Suite 100  
Casper, Wyoming 82609

Phone: 307-261-5436, Ext. 5592  
E-mail: lisa.ogden@wy.nacdnet.net

[www.nccdwyoming.com](http://www.nccdwyoming.com)





# NATRONA COUNTY CONSERVATION DISTRICT FY2018 ANNUAL PLAN

## ~ REALISTIC & PRACTICAL CONSERVATION AT A LOCAL LEVEL BY LOCAL PEOPLE

### Local Conservation Efforts

Natrona County's landowners depend upon the Natrona County Conservation District (NCCD) and the Natural Resources Conservation Service (NRCS) to provide them with technical assistance for conservation issues and questions. The NCCD, along with the NRCS, will continue to implement Best Management Practices (BMPs) to ensure the long term sustainability of Natrona County's natural resources.

The NCCD Board of Supervisors apply locally-led, realistic conservation while preserving the customs, livelihoods, and ways of life that Natrona County residents now enjoy.



### Selenium Mitigation Projects

Selenium (Se) is a naturally occurring element found in various forms in nearly every part of the world. In Natrona County, the geological occurrence of selenium is most often associated with the Cody Shale, which underlies much of Casper and the surrounding area (as shown in map). While selenium is essential for life, an overabundance of selenium can have serious toxic effects with long term exposure. Selenium is listed as a priority pollutant by the US Environmental Protection Agency (US EPA).

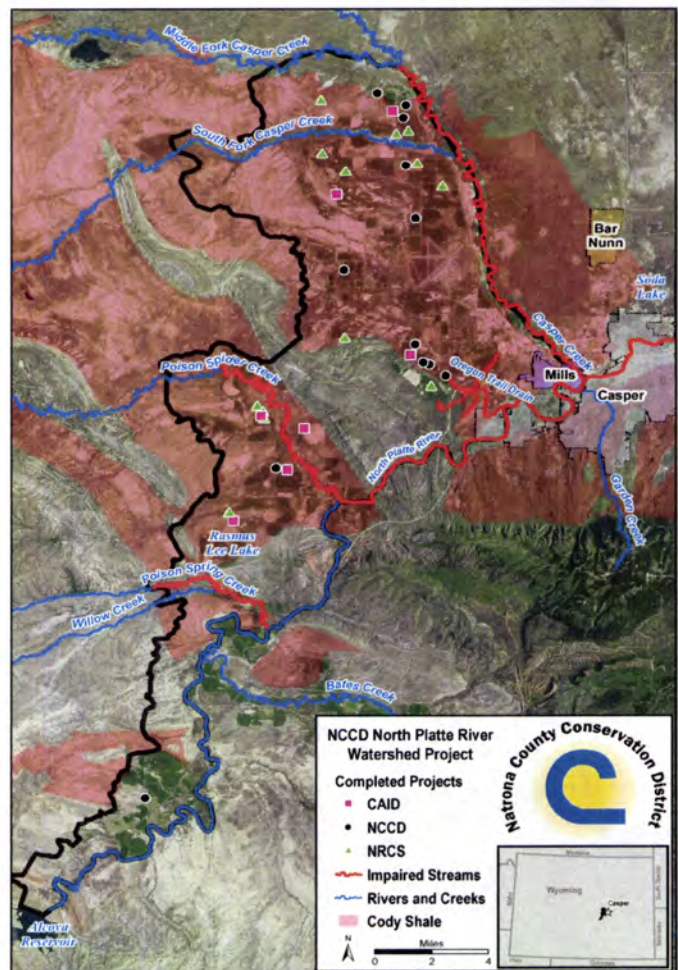
The projects that are implemented by the NCCD are focused on minimizing the transport of selenium in our watershed, in order to protect our wildlife, livestock and the overall health of the entire watershed.

Please see Selenium, pg. 2

### Natrona County Conservation District

The Natrona County Conservation District (NCCD) is led by a publicly-elected Board of Supervisors who have a common interest in local conservation and can offer realistic and viable solutions for environmental concerns in Natrona County. The Board of Supervisors is composed of three rural, one urban, and one at-large representative.

Cody Shale within the Kendrick Project





## North Platte River Project— Segment 2

The goal of the North Platte River Project (funded by a Wyoming Department of Environmental Quality [WDEQ] 319 Grant), is to restore beneficial uses to the North Platte River and its tributaries by 2024 . Segment 2 is a 3-year project that will actively promote, implement, and monitor recommended BMPs from the TMDL Implementation Plan and their effects in critical selenium areas on irrigated lands. The

*"The goal of the North Platte River Project is to restore beneficial uses to the North Platte River by 2024."*

Natrona County Conservation District (NCCD), in partnership with Casper Alcova Irrigation District (CAID), Natural Resources Conservation Service (NRCS), Wyoming Water Development Commission (WWDC), and local landowners, will continue to line or pipe irrigation water conveyances, con-



## Water Quality Sampling & Analysis

Monthly water quality sampling will continue throughout the year in the Middle North Platte Watershed, with another 225 samples to be analyzed for total selenium by a certified environmental laboratory. This information will be integrated with previously acquired data to analyze the trends in the selenium concentration in the watershed, based upon the BMPs that have been implemented in our high priority areas.

vert flood-furrow systems to sprinklers, and promote irrigation scheduling on critical selenium areas.

Landowner participation in the cost share program is always voluntary. Landowners within the critical selenium areas are contacted by mail to determine interest in the cost share programs offered. Once an interested landowner replies to the NCCD, the project is reviewed and approved by the NCCD Board of Supervisors. With the project designs and technical support provided by the NRCS, and landowners can begin installation of their project. By June of 2017, all Segment 2 grant funds specified for BMPs had been obligated and 8 new projects were underway.

The Board of Supervisors plan to submit an application for a North Platte River Watershed Project— Segment 3 in the fall of 2017 to continue implementing projects in the watershed.

## Selenium (Continued from pg. 1)

One transport mechanism for selenium is through irrigation of croplands. Science has proven that making improvements in irrigation conveyance and delivery minimizes selenium transportation.

With years of water quality data and results of the Total Maximum Daily Load (TMDL), priority areas have been defined where the selenium concentrations are the highest within the Kendrick Project Area. Projects are selected and implemented based upon the landowner applications and the priority areas established.

## Special Selenium Project Funds - City of Casper & Natrona County

The City of Casper and Natrona County have joined in the efforts to decrease the selenium transportation from our tributaries to the North Platte River. With financial contributions from both the City and the County, the NCCD has partnered with CAID and WWDC to replace over 13,000 feet of dirt ditches with buried pipeline, in two large projects. These projects are scheduled to be complete by the end of 2017.

Pipeline installation is effective in conserving water by decreasing evaporation and seepage, but also minimizing contact between the moving water and the selenium laden soils. These efforts greatly reduce the selenium transported through our tributaries to the North Platte River.

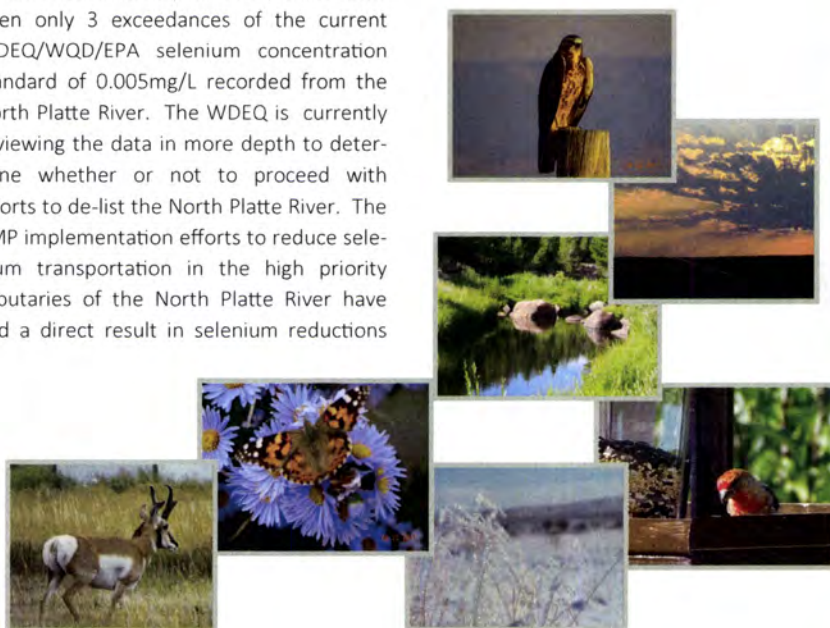


## WDEQ's 303(d) List

The NCCD would like to see our local stretch (37 miles) of the North Platte River delisted from the Impaired Waters 303(d) list. The Wyoming Department of Environmental Quality (WDEQ) has completed a Quality Assurance/Quality Control (QA/QC) review of all of the NCCD's water quality data. Between 2012 and July of 2017, there have been only 3 exceedances of the current WDEQ/WQD/EPA selenium concentration standard of 0.005mg/L recorded from the North Platte River. The WDEQ is currently reviewing the data in more depth to determine whether or not to proceed with efforts to de-list the North Platte River. The BMP implementation efforts to reduce selenium transportation in the high priority tributaries of the North Platte River have had a direct result in selenium reductions

overall in the Middle North Platte River Watershed.

Wyoming's 2014 Integrated 305(b) and 303(d) Report can be found at [www.nccdwyoming.com](http://www.nccdwyoming.com).



## Conservation Seedling Tree Program

Shelterbelt is a generic term that encompasses wind breaks and living wind breaks, snow fences and living snow fences. All perform the same basic function—reduce the damage or problems created by wind.

Shelterbelts can be used for wind break, wildlife habitat, or livestock protection, and increase the aesthetics and value of property.

The NCCD sells bare-root conservation seedling trees and shrubs at an affordable price for establishing shelterbelts. Trees sold by the District include Cottonwoods, Caragana, Buffaloberry, Cherry species, Crabapple, Honeysuckle, Lilac, Maple and

Oak species, Willows species, and many others. Over the past five years, the NCCD has provided landowners with over 25,000 seedling trees!

Technical advice and educational materials regarding tree selection and planting techniques are available from the District throughout the year.



## Education

The NCCD provides an educational website and provides booklets and flyers to assist landowners, homeowner groups, or other agencies with answers to conservation questions.

Presentations are given throughout the year by the NCCD District Manager on topics of interest to the community, oftentimes in partnership with other agencies. The NCCD staffs an informational booth at the Central Wyoming Home and Garden Show in March of each year. Approximately 2,000 residents pass through the booth with questions and the staff and board members are there with answers.

Natrona County School District, homeowner's groups, agencies and other public organizations utilize the District personnel for conservation topic presentations throughout the year.





## Healthy Range...Healthy Watershed

### IMPROVING RANGELAND

#### NCCD Board of Supervisors

Andy Anderson, Chairman

Dennis Scott, Vice-Chairman

Tammy Cobb, Treasurer

Len Camp, Supervisor

Scott Smith, Supervisor

#### Staff

Lisa Ogden, District Manager



#### Natrona County Conservation District

5880 Enterprise Drive, Suite 100  
Casper, Wyoming 82609

Phone: 307-261-5436, Ext. 5592  
E-mail: lisa.ogden@wy.nacdnet.net

www.nccdwyoming.com

Realizing that healthy rangeland and the overall health of the watershed goes hand in hand, the NCCD Board of Supervisors works closely with the NRCS District Conservationist to develop and approve rangeland conservation plans and grazing plans with landowners. The efforts taken today to conserve our resources help to ensure future generations are left with viable and productive land.

Good land stewardship is the responsibility of large landowners and small landowners alike. The NCCD assists all landowners with proper land management techniques for the preservation of rangeland of all sizes.

With the increasing numbers of rural subdivisions and change of land use from agricultural production to small acreage properties, the NCCD presents the Natrona County Commissioners with subdivision reviews that provide a close look at the soil types, slopes and any

specific land concerns for subdivision requests submitted to the County. Approximately six subdivision reviews are submitted annually to assist the Commissioners with their decisions regarding proposed subdivisions.



## FY2018 Approved Budget

<b>Cash on Hand (Beginning of FY)</b>		<b>\$ 289,373</b>
<b>Revenue</b>		
Local Support (City of Casper / Natrona County)	\$	70,000
State Support (WDA WQ Funds)	\$	12,824
Gross Retail Sales (Seedling Trees, Polymer)	\$	10,000
Grants (WDEQ 319, WWDC SWPP, WDA)	\$	308,840
Project Funds (Selenium Project Funds - City / County)	\$	81,678
Interest	\$	100
<b>Total FY Revenue</b>	<b>+</b>	<b>\$ 483,442</b>
<b>Expenditures</b>		
Administration (Personnel, Board & Office Expenses)	\$	71,700
Operations (BMPs, Retail Costs, Educational Materials)	\$	573,991
Indirect (Insurance, Indirect Payroll Costs)	\$	14,429
<b>Subtotal</b>	<b>\$</b>	<b>660,120</b>
<b>Difference in End of Year Liabilities</b>		
<b>Total FY Expenditures</b>	<b>-</b>	<b>\$ 660,120</b>
<b>Total Cash on Hand FYE</b>	<b>=</b>	<b>\$ 112,695</b>
<b>FYE Balance of Capital Reserves</b>	<b>-</b>	<b>\$ 15,000</b>
<b>FYE Balance of Restricted Reserves (PrePaid Grant &amp; Project Funds)</b>	<b>-</b>	<b>\$ 35,000</b>
<b>FYE Balance of Emergency Reserves (1 Year Operating Costs)</b>	<b>-</b>	<b>\$ 60,000</b>
<b>General Fund at FYE</b>	<b>=</b>	<b>\$ 2,695</b>



RESOLUTION NO.18-102

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT  
BETWEEN THE CITY OF CASPER AND THE NATRONA  
COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous funding agreements with the Natrona County Conservation District each year from 1993 through 2017; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

WHEREAS, the City of Casper desires to enter into a new funding agreement with the Natrona County Conservation District.

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 funding agreement between the City of Casper and the Natrona County Conservation District in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the contract for a total amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 13, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Andreen Hunt Construction, Inc., in the Amount of \$395,500.00, for the Rotary Park Pathway – Phase II.

Meeting Type & Date

Regular Council Meeting

May 15, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Andreen Hunt Construction, Inc. (Andreen Hunt), in the amount of \$395,500.00, for the Rotary Park Pathway – Phase II, Project No. 17-011. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$415,500.00.

Summary

On Thursday, April 12, 2018, six (6) bids were received for the Rotary Park Pathway – Phase II, Project No. 17-011. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Andreen Hunt</b>	<b>Mills, WY</b>	<b>\$395,500.00</b>
Ramshorn Construction	Casper, WY	\$401,538.00
Grizzly	Casper, WY	\$403,594.00
Wayne Coleman Construction	Casper, WY	\$410,307.00
Knife River	Casper, WY	\$420,808.00
ISCO	Mills, WY	\$434,568.20

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Rotary Park Pathway – Phase II. The TAP grant requires a local funding match of 20% of the project cost, and TAP funds will account for the remaining 80% of the project costs. The project includes constructing a new multi-use detached asphalt pathway along Casper Mountain Road from the intersection of Wyoming Boulevard and Casper Mountain Road extending to the south for approximately 7,650 feet, or 1.45 miles. The Rotary Park Pathway will provide a safe and separate route for non-drivers along Casper Mountain Road that connects downtown Casper and Casper Mountain. Work is scheduled to be completed by August 17, 2018. The estimate prepared by the City's consultant was \$467,023.54.

Due to federal regulations associated with the TAP 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](http://www.casperwy.gov)).

#### Financial Considerations

Funding will be from Budgeted Current Revenue of the Transportation Alternatives Program Grant Fund and One Cent #15 Optional Sales Tax Fund allocated to the Plate River Trails Trust.

#### Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

#### 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 Andreen Hunt Construction, Inc., P.O. Box 1175, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new asphalt pathway along Casper Mountain Road; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the **Rotary Park Pathway – Phase II, Project No. 17-011**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the **Rotary Park Pathway – Phase II, Project No. 17-011**, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering, Surveying, and Planning, 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 the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving, erosion control, piping, grading, and seeding.
- 3.2 The Work will be substantially completed by **August 17, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 31, 2018**. Final Completion shall include all items complete including seeding and clean-up.
- 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 3.2 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 Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** 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 Three Hundred Ninety-Five Thousand Five Hundred Dollars (\$395,500.00), 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-5, Bid Form and pages BS-1 through BS-3, 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 25<sup>th</sup> 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-5, inclusive) and Itemized Bid Schedule (Pages BS-1 to BS-3, inclusive).
- 8.4 Addenda No. (1, 2, 3).
- 8.5 Performance and Labor and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Exhibit "B" - FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts (Pages 1 to 12, inclusive).
- 8.11 Exhibit "C" - Supplementary FHWA Required Contract Provisions (Pages 1 to 2, inclusive).
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.

- 8.15 Contract Drawings consisting of twenty-five (25) drawing sheets, with each sheet bearing the following general title:

**Rotary Park Pathway Phase II, Project No. 17-011**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

*(This space intentionally left blank)*



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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

WITNESS:

Andreen Hunt Construction, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

**EXHIBIT "A"**  
**BID FORM**

**PROJECT IDENTIFICATION:** City of Casper  
Rotary Park Pathway Phase II  
Project No. 17-011

**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 of Casper 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 **August 17, 2018**, and completed and ready for final payment not later than **August 31, 2018**, 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 sixty (60) 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 of Casper's Notice of Award.
3. Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions including all certifications and clauses contained in the Bid Documents.
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>4/5/18</u>
Addendum No. <u>2</u>	Dated <u>4/9/18</u>
Addendum No. <u>3</u>	Dated <u>4/10/18</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;

BF-1

- 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 of Casper.
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: \$ 395,500
- TOTAL BASE BID, IN WORDS: Three hundred ninety-five thousand, Five hundred and no/100 DOLLARS.
6. Bidder agrees the work for the City of Casper 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 the amount provided is an estimate of 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. Itemized Bid Schedule
  - B. Required Bid Security.
  - C. Certification of Suspension and Debarment.
  - D. Disadvantaged Business Enterprise Solicitation Certification.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Andreen Hunt Const., Inc.  
P.O. Box 1175  
Mills, WY 82644
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.

BF-2

Submitted on 7/12, 2018.

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: \_\_\_\_\_

BF-3

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Andreen Hunt Const, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: William Hunt (seal)

(Title) Vice President

(Seal)

Attest: [Signature]

Business Address: Andreen Hunt Const, Inc.  
P.O. Box 1175  
Mills, WY 82644

Phone Number: 307-265-1405

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

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**REGISTERED WITH THE WYOMING SECRETARY OF STATE**

Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming?

Yes

☒

No

☐

BF-5

<p style="text-align: center;"><b>ROTARY PARK PATHWAY PHASE II</b></p> <p style="text-align: center;"><u>ABBREVIATIONS</u></p> <p>LF - Linear Foot                      EA - Each                      LS - Lump Sum  SY - Square Yard                    FA - Force Account</p> <p style="text-align: center;"><b>BID SCHEDULE</b>  <b>BASE BID</b></p>					
Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
1	<p><b>MOBILIZATION</b></p> <p>SIXTEEN THOUSAND, THREE HUNDRED                      Dollars</p> <p>and NO                      Cents</p>	LS	LUMP SUM	\$ 16,300.00	\$ 16,300.00
2	<p><b>MISCELLANEOUS FORCE ACCOUNT</b></p> <p>TEN THOUSAND                      Dollars</p> <p>and ZERO                      Cents</p>	FA	1	\$10,000.00	\$10,000.00
3	<p><b>SUBGRADE PREPARATION</b></p> <p>TWELVE THOUSAND, FIVE HUNDRED                      Dollars</p> <p>and NO                      Cents</p>	LS	LUMP SUM	\$ 12,500.00	\$ 12,500.00
4	<p><b>TOPSOIL REMOVAL &amp; REPLACEMENT</b></p> <p>TWENTY-THREE THOUSAND                      Dollars</p> <p>and NO                      Cents</p>	LS	LUMP SUM	\$ 23,000.00	\$ 23,000.00
5	<p><b>UNCLASSIFIED EXCAVATION</b></p> <p>THREE THOUSAND, SEVEN HUNDRED                      Dollars</p> <p>and NO                      Cents</p>	LS	LUMP SUM	\$ 3,700.00	\$ 3,700.00
6	<p><b>BORROW MATERIAL IMPORT</b></p> <p>ELEVEN THOUSAND, FIVE HUNDRED                      Dollars</p> <p>and NO                      Cents</p>	LS	LUMP SUM	\$ 11,500.00	\$ 11,500.00
7	<p><b>3" PLANT MIX PAVEMENT</b></p> <p>SEVENTEEN                      Dollars</p> <p>and FIFTY                      Cents</p>	SY	8,800	\$ 17.50	\$ 154,000.00
8	<p><b>7" CONCRETE APPROACH</b></p> <p>NINTEY                      Dollars</p> <p>and NO                      Cents</p>	SY	80	\$ 90.00	\$ 7,200.00
9	<p><b>5" GRADING "W" BASE</b></p> <p>EIGHT                      Dollars</p> <p>and TWENTY                      Cents</p>	SY	9,800	\$ 6.20	\$ 60,360.00

10	INSTALL 7.5 FT CURBWALK				
	SEVENTY-TWO _____ Dollars	LF	590	\$ 72.00	\$ 42,480.00
	and NO _____ Cents				
11	12" RCP STORM PIPE				
	FIFTY _____ Dollars	LF	44	\$ 50.00	\$ 2,200.00
	and NO _____ Cents				
12	12" RCP FLARED END SECTION				
	FIVE HUNDRED TWENTY _____ Dollars	EA	4	\$ 520.00	\$ 2,080.00
	and NO _____ Cents				
13	INSTALL 6"-12" RIP RAP				
	EIGHTY-SEVEN _____ Dollars	SY	10	\$ 87.00	\$ 870.00
	and NO _____ Cents				
14	ADJUST EX. MANHOLE TO GRADE				
	ONE THOUSAND _____ Dollars	EA	3	\$ 1000.00	\$ 3000.00
	and NO _____ Cents				
15	CROSSWALK STRIPING				
	ONE THOUSAND, FOUR HUNDRED THIRTY _____ Dollars	LS	LUMP SUM	\$ 1,430.00	\$ 1,430.00
	and NO _____ Cents				
16	PATHWAY LOCATION SIGN				
	ONE THOUSAND, FIVE HUNDRED _____ Dollars	EA	1	\$ 1,500.00	\$ 1,500.00
	and NO _____ Cents				
17	PEDESTRIAN STOP SIGN				
	FIVE HUNDRED _____ Dollars	EA	8	\$ 500.00	\$ 4,000.00
	and NO _____ Cents				
18	REMOVE AND RELOCATE EXISTING SIGN				
	THREE HUNDRED FIFTY _____ Dollars	EA	1	\$ 350.00	\$ 350.00
	and NO _____ Cents				



19	REMOVE AND REPLACE EXISTING SIGN				
	FOUR HUNDRED SIXTY _____ Dollars	EA	3	\$ 480.00	\$ 1,380.00
	and NO _____ Cents				
20	MILE MARKER SIGNS				
	THREE HUNDRED FIFTY _____ Dollars	EA	11	\$ 350.00	\$ 3,850.00
	and NO _____ Cents				
21	SEEDING AND RECLAMATION				
	FIVE THOUSAND, EIGHT HUNDRED _____ Dollars	LS	LUMP SUM	\$ 5,800.00	\$ 5,800.00
	and NO _____ Cents				
22	TEMPORARY TRAFFIC CONTROL				
	THREE THOUSAND, SIX HUNDRED _____ Dollars	LS	LUMP SUM	\$ 3,600.00	\$ 3,600.00
	and NO _____ Cents				
23	SWPPP IMPLEMENTATION & MAINTENANCE				
	FOUR THOUSAND, FOUR HUNDRED _____ Dollars	LS	LUMP SUM	\$ 4,400.00	\$ 4,400.00
	and NO _____ Cents				
<b>TOTAL BASE BID (Items 1-23)</b>					
THREE HUNDRED NINETY-FIVE THOUSAND, FIVE HUNDRED _____ Dollars				\$ 395,500.00	
and NO _____ Cents					

## CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

YES ( ) NO (X)

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?

YES ( ) NO (X)

III. Has any interested party have a debarment pending?

YES ( ) NO (X)

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES ( ) NO (X)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES ( ) NO (X)

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Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

*Dale E. Am* 4/12/18

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note. The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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.d. 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 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 classification and wage rates conformed under paragraph 1.b. 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.

b.(1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

## **2. Withholding**

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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**

a. 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. 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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;

(iii) 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.



(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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**

##### **a. Apprentices (programs of the USDOL).**

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

##### **b. Trainees (programs of the USDOL).**

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.

c. 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.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program

**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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 forty 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 forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 any moneys payable on account of work performed by the 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 and 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 paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are 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 enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT  
FOR  
FHWA-1273 – REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

**Title 46 - Shipping**

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

**§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.**

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

**(a) *Agreement Clauses.* "Use of United States-flag vessels:**

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments



originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]



Andreen Hunt Const., Inc.  
P. O. Box 1175  
Mills, WY 82644-9998  
307-265-1405  
FAX 307-577-8124

April 12, 2018

Re: ROTARY PARK PATHWAY PHASE II

TO WHOM IT MAY CONCERN

We are writing this letter in accordance to the "DISADVANTAGED BUSINESS ENTERPRISE BIDDER GOOD FAITH EFFORT DOCUMENTATION".

Please find attached a copy of the email we sent out soliciting bids for DBE's. We received one response and they will not be bidding.

Due to these conditions please accept this letter as our good faith effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale E. Andreen", followed by a horizontal line.

Dale E. Andreen  
President  
Andreen Hunt Const., Inc.

**Burt Andreen**

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**From:** Burt Andreen  
**Sent:** Thursday, April 5, 2018 11:10 AM  
**To:** 'bluemountainseed@msn.com'; 'crumsey@hydrologicausa.com'; 'jenimerrill@vcn.com'; 'gbgrady2@aol.com'; 'Anthony@tabsincwy.com'  
**Cc:** Dale Andreen  
**Subject:** Rotary Park Pathway Phase II

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for Reclamation and Seeding on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

**Andreen Hunt Const., Inc.**  
5585 Poison Spider Rd  
P.O. Box 1175  
Mills WY 82644

**Burt Andreen**  
Cell: 307.258.2484  
O: 307.265.1405  
Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

**Dale Andreen**  
Phone: (307) 265-1405  
Fax: (307) 577-1925  
Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)

## **Burt Andreen**

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**From:** Burt Andreen  
**Sent:** Thursday, April 5, 2018 11:20 AM  
**To:** 'dawn@wyopavement.com'; 'zoom@cableone.net'; 'trish@nocotraffic.com';  
'pepainting@outlook.com'; 'p\_e.painting@yahoo.com'; 'bids@tctwest.net';  
'david@wysli.com'; 'kcheever@straightstripe.com'; 'surfacepandm@gmail.com';  
'jwetsit@trafficservicescompany.com'  
**Cc:** Dale Andreen  
**Subject:** FW: Rotary Park Pathway Phase II

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for **Pathway Striping** on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

**Andreen Hunt Const., Inc.**

5585 Poison Spider Rd  
P.O. Box 1175  
Mills WY 82644

**Burt Andreen**

Cell: 307.258.2484  
O: 307.265.1405  
Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

**Dale Andreen**

Phone: (307) 265-1405  
Fax: (307) 577-1925  
Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)

## **Burt Andreen**

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**From:** Burt Andreen  
**Sent:** Thursday, April 5, 2018 11:26 AM  
**To:** 'bboffice22@gmail.com'; 'info@highcountryfence.com';  
'deanna@highcountryfence.com'; 'april@kavcattle.com'; 'trish@nocotraffic.com';  
'dpoteet@poteetconstruction.com'; 'Kari@precisionhighway.com'; 'bids@tctwest.net';  
'david@wysli.com'; 'kcheever@straightstripe.com'; 'jwetsit@trafficservicescompany.com';  
'Anthony@tabsincwy.com'  
**Cc:** Dale Andreen  
**Subject:** Rotary Park Pathway Phase II - Signage

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for **Signage** on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

**Andreen Hunt Const., Inc.**  
5585 Poison Spider Rd  
P.O. Box 1175  
Mills WY 82644

**Burt Andreen**  
Cell: 307.258.2484  
Office: 307.265.1405  
Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

**Dale Andreen**  
Phone: (307) 265-1405  
Fax: (307) 577-1925  
Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)

## **Burt Andreen**

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**From:** Burt Andreen  
**Sent:** Thursday, April 5, 2018 11:32 AM  
**To:** 'bboffice22@gmail.com'; 'info@highcountryfence.com';  
'deanna@highcountryfence.com'; 'conniec@carnesservices.net'; 'trish@nocotraffic.com';  
'dpoteet@poteetconstruction.com'; 'Kari@precisionhighway.com'; 'bids@tctwest.net';  
'david@wysli.com'; 'kcheever@straightstripe.com'; 'jwetsit@trafficservicescompany.com';  
'zoom@cableone.net'  
**Cc:** Dale Andreen  
**Subject:** Rotary Park Pathway Phase II - Traffic Control

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for **Traffic Control** on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

**Andreen Hunt Const., Inc.**  
5585 Poison Spider Rd  
P.O. Box 1175  
Mills WY 82644

**Burt Andreen**  
Cell: 307.258.2484  
Office: 307.265.1405  
Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

**Dale Andreen**  
Phone: (307) 265-1405  
Fax: (307) 577-1925  
Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)

**Burt Andreen**

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**From:** Marie Grady <gbgrady2@aol.com>  
**Sent:** Monday, April 9, 2018 9:22 AM  
**To:** Burt Andreen  
**Subject:** Re: Rotary Park Pathway Phase II

We will not be bidding on this project, Thank You, Marie Grady owner, Professional Landscaping

-----Original Message-----

From: Burt Andreen <burt@ahcinc.us>  
To: bluemountainseed <bluemountainseed@msn.com>; crumsey <crumsey@hydrologicusa.com>; jenimerrill <jenimerrill@vcn.com>; gbgrady2 <gbgrady2@aol.com>; Anthony <Anthony@tabsincwy.com>  
Cc: Dale Andreen <dale.a@ahcinc.us>  
Sent: Thu, Apr 5, 2018 11:10 am  
Subject: Rotary Park Pathway Phase II

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for Reclamation and Seeding on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

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P.O. Box 1175  
Mills WY 82644

**Burt Andreen**  
Cell: 307.258.2484  
O: 307.265.1405  
Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

**Dale Andreen**  
Phone: (307) 265-1405  
Fax: (307) 577-1925  
Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)

## **Burt Andreen**

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**From:** Trish Sandau <trish.sandau@nocotraffic.com>  
**Sent:** Thursday, April 5, 2018 4:31 PM  
**To:** Burt Andreen  
**Subject:** Re: FW: Rotary Park Pathway Phase II

We won't be bidding this but thank you for reaching out. Best of luck.

On Thu, Apr 5, 2018 at 11:19 AM, Burt Andreen <[burt@ahcinc.us](mailto:burt@ahcinc.us)> wrote:

Andreen Hunt Const., Inc. an Equal Opportunity Employer is soliciting for bids for **Pathway Striping** on the Rotary Park Pathway Phase II Project, Natrona County, Casper WY. Plans and Specifications are available at **Quest CDN, Project no. 5626605**. Please submit bids to any of the contacts below.

### **Andreen Hunt Const., Inc.**

5585 Poison Spider Rd

P.O. Box 1175

Mills WY 82644

### **Burt Andreen**

Cell: 307.258.2484

O: 307.265.1405

Email: [burt@ahcinc.us](mailto:burt@ahcinc.us)

### **Dale Andreen**

Phone: (307) 265-1405

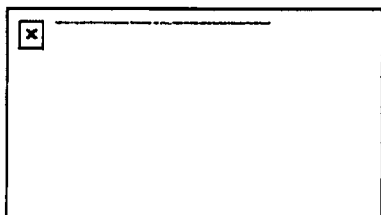
Fax: (307) 577-1925

Email: [dale.a@ahcinc.us](mailto:dale.a@ahcinc.us)



--  
**Best regards,**

**Trish Sandau, Pres.**



☐ 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
Blue Mountain Seeding	Seeding & Reclamation 561730	Email	4/5/18	<input checked="" 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
Hydro Logic, LLC	"	Email	4/5/18	<input checked="" 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
Merrill, Inc.	"	Email	4/5/18	<input checked="" 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
Professional Landscaping, Inc	"	Email	4/5/18	<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input checked="" type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Triple A Building Services, Inc	"	Email	4/5/18	<input checked="" 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

DBE-1

Wyoming Pavement Maint.	Striping (237310)	Email	4/15/18	<input checked="" 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
Idaho Traffic Safety	"	"	4/15/18	<input checked="" 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
Northern Colorado Traffic Control	Striping Signage "	"	4/15/18	<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input checked="" type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
P&E Painting & Lead Removal	"	"	4/15/18	<input checked="" 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
S & L Industrial	"	"	4/15/18	<input checked="" 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
Straight Pipe Painting	Striping Signage "	"	4/15/18	<input checked="" 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

DBB-2

Surface Prep & Maintenance	Striping 237310	Email	4/15/18	<input checked="" 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
Traffic Services Company	Striping 11 Signage	11	4/15/18	<input checked="" 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
B&B Enterprises	Signage 237310	11	4/15/18	<input checked="" 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
HL Enterprises	11	11	4/15/18	<input checked="" 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
King Enterprises	11	11	4/15/18	<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 checked="" type="checkbox"/> Quote submitted - Not used
Potter Construction	11	11	4/15/18	<input checked="" 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

Precision Highway Contractors	Signage 2373100	Email	4/15/18	<input checked="" 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
S4L Industrial	"	"	4/15/18	<input checked="" 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
Triple A Building Services	"	"	4/15/18	<input checked="" 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
B & B Enterprises	Traffic Control 561990	Email	4/15/18	<input checked="" 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
Cornes Service Corporation	"	"	4/15/18	<input checked="" 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
HL Construction	"	"	4/15/18	<input checked="" 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

Iddho traffic safety	Traffic Control 561 990	Email	4/15/18	<input checked="" 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
Northern Colorado Traffic Control	"	"	2/15/18	<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input checked="" type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Potcet Construction	"	"	4/15/18	<input checked="" 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
Precision Highway Contractors	"	"	4/15/18	<input checked="" 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
S4L Industrial	"	"	4/15/18	<input checked="" 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
Straight Pipe Painting	"	"	4/15/18	<input checked="" 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

DBE-2

Traffic Services Company	Traffic Control 561990	Email	4/15/18	<input checked="" 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
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				<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

ADDENDUM NO. 1  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
ROTARY PARK PATHWAY PHASE II  
PROJECT NO. 17-011  
by

CITY OF CASPER  
200 N. David Street  
Casper, Wyoming 82601

ADDENDUM DATE: April 5, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (WLC)

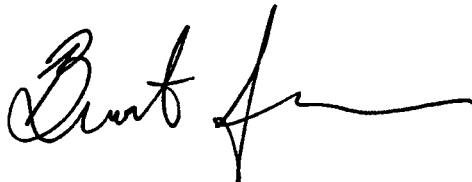


Project Manager

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Firm: Andreen Hunt Const. Inc.

By:  
(Signature)



Title:

Estimator

Date Received: 4/5/18



ADDENDUM NO. 2  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
ROTARY PARK PATHWAY PHASE II  
PROJECT NO. 17-011  
by

CITY OF CASPER  
200 N. David Street  
Casper, Wyoming 82601

ADDENDUM DATE: April 9, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (WLC)



Project Manager

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Firm: Andreen Hunt Const. Inc.

By:  
(Signature)



Title:

Estimator

Date Received:

4/9/18

ADDENDUM NO. 3  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
ROTARY PARK PATHWAY PHASE II  
PROJECT NO. 17-011  
by

CITY OF CASPER  
200 N. David Street  
Casper, Wyoming 82601

ADDENDUM DATE: April 10, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (WLC)



Project Manager

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Firm: Andreen Hunt Const. Inc.

By:  
(Signature)



Title:

Estimator

Date Received:

4/10/18

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

<b>Funding Recipient/Contractor Name:</b>	Andreen Hunt Const Inc.
<b>WYDOT Project #:</b>	17-0111
<b>Project Location:</b>	Casper Mtn Road Casper Wyo
<b>Phone #:</b>	307-265-1405

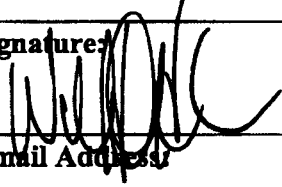
### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

<b>Title VI/EEO Coordinator:</b>	<b>Signature:</b>	<b>Date:</b>
William Hunt		4/12/18
<b>Title VI/EEO Coordinator Work Title:</b>	<b>Email Address:</b>	<b>Phone #:</b>
Vice President	bill.h@ahcinc.us	307-265-1405

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

<b>Appointing Official's Name:</b>	<b>Signature:</b>
<b>Appointing Official's Work Title:</b>	<b>Date:</b>

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager,  
Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

# **The United States Department of Transportation**

## **Standard Title VI Assurances/Non-Discrimination Provisions**

### **DOT Order No. 1050.2A**

Anderson Hunt Const., Inc. (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

***Modal Operating Administration may include additional Statutory/Regulatory Authorities here.***

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

***Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.***

#### **Specific Assurances**

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

Appendix E

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*" Andreen Hunt Const. Inc., in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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, or national origin in consideration for an award.";*

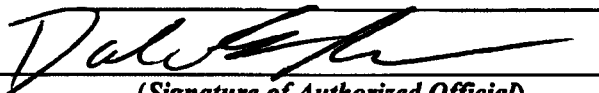
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

***Modal Operating Administration may include additional Specific Assurances in this section.***

By signing this ASSURANCE, Andreen Hunt Const. Inc. also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Andreen Hunt Const. Inc. gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By:   
(Signature of Authorized Official)  
DATE: 4/12/18

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

RESOLUTION NO.18-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
ANDREEN HUNT CONSTRUCTION, INC., FOR THE ROTARY  
PARK PATHWAY – PHASE II, PROJECT NO. 17-011.

WHEREAS, the City of Casper desires to install a new asphalt pathway along Casper Mountain Road; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as Rotary Park Pathway – Phase II, Project No. 17-011; 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 Andreen Hunt Construction, Inc., for those services, in the amount of Three Hundred Ninety-Five Thousand Five Hundred Dollars (\$395,500.00).

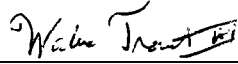
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Ninety-Five Thousand Five Hundred Dollars (\$395,500.00), and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Four Hundred Fifteen Thousand Five Hundred Dollars (\$415,500.00).

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 \_\_\_\_\_, 2018.



APPROVED AS TO FORM:  
(Rotary Park Pathway – Phase II, Project No. 17-011)



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---


Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

April 17, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$155,325, for the 2018 Begonia Lift Station Upgrades, Project No. 14-08.

Meeting Type & Date  
Regular Council Meeting  
May 15, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Treto Construction, LLC, for construction of the 2018 Begonia Lift Station Upgrades, Project No. 14-08, for the base bid amount of \$155,325.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,675.00, for a total project amount of \$165,000.00.

Summary

On April 17, 2018, bids were received from two (2) contractors for construction of the 2018 Begonia Lift Station Upgrades Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$ 155,325.00</b>
Velocity Plant Services	Denver, Colorado	\$ 861,739.00

The Engineering Office estimate for the project was \$140,000.00.

The City of Casper Waste Water Collections (WWC) Division is responsible for operating and maintaining sanitary sewer lift stations (pump stations) within the City of Casper. The Begonia Lift Station has struggled with low velocities and clogging in the force main for several years, as well as older equipment that does not allow for quick and simple maintenance or cleaning.

Plans for this project include upsizing of pumps to increase velocity in the force main; cleaning of the force main to remove fats, oils and grease (FOG); addition of clean-outs in the force main for ease of future cleaning; addition of a new valve vault for easier maintenance and redundancy; addition of a new wet well cleaning system to reduce FOG in the wet well; replacement of the

failing discharge manhole at the end of the force main pipe; and minor modifications to the wet well, electrical system, and float controls for a modernized pump station. Construction of the improvements is to be substantially complete by August 31, 2018.

Financial Considerations

Funding for the project will be from revenues from Sewer Fund Reserves.

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 Treto Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make upgrades to its wastewater collection system at the Begonia Lift Station; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2018 Begonia Lift Station Upgrades, Project No. 14-08.

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, 2018 Begonia Lift Station Upgrades, Project No. 14-08.

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 **August 17, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 31, 2018**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Treto Construction, LLC  
2018 Begonia Lift Station Upgrades, Proj. No. 14-08

SFA-1

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 Fifty-Five Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$155,325.00), 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.

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 (Pages SJAA-1 to SJAA-4, inclusive) or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Bid Schedule (Page BS-1).
- 8.5 Addenda No. 1,2,3.
- 8.6 Standard Performance and Labor and Material Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.10 General Requirements, consisting of seven (7) sections.
- 8.11 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 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 Certificate of Substantial Completion.
- 8.18 Drawings: 2018 Begonia Lift Station Upgrades (Sheets 1 to 9, inclusive).

#### 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:  
(2018 Begonia Lift Station Upgrades, Project 14-08)



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CONTRACTOR:

Treto Construction, LLC  
PO Box 50610  
Casper, WY 82609

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
                                         2018 Begonia Lift Station Upgrades  
                                         Project No. 14-08

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 **August 17, 2018**, and completed and ready for final payment not later than **August 31, 2018**, 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>01</u>	Dated <u>03/29/18</u>
Addendum No. <u>02 &amp; 03</u>	Dated <u>4/2/18 &amp; 4/9/18</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,

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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: \$ 155,325.00  
TOTAL BASE BID, IN WORDS: One hundred fifty five thousand  
three hundred twenty five and 00/100 ----- 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 (see next page):

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Address of Bidder:	Treto Construction, LLC
	P.O. Box 50610
	Casper, WY 82609

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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 April 19, 2018.

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

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto (seal)  
Managing Member

(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: P.O. Box 50610  
5251 Gladstone St.  
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**BID SCHEDULE**  
**2018 BEGONIA LIFT STATION UPGRADES**  
Project No. 14-08

**Bid Date:** April 19, 2018

**COMPANY NAME:** Treto Construction, LLC

**ADDRESS:** P.O. Box 50610 Casper, WY 82609

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 NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$12,000.00	\$12,000.00
2	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00
3	Remove & Dispose of Existing Lift Station Equipment	LS	1	\$3,000.00	\$3,000.00
4	F&I 6'x8' Concrete Valve Vault & Access Hatch	LS	1	\$25,000.00	\$25,000.00
5	Install Owner-Supplied Pumps & Associated Equipment	LS	1	\$4,000.00	\$4,000.00
6	F&I Wet Well Piping	LS	1	\$5,000.00	\$5,000.00
7	F&I Valve Vault Piping	LS	1	\$12,000.00	\$12,000.00
8	F&I 4" Swing Check Valve	EA	2	\$800.00	\$1,600.00
9	F&I 4" Gate Valve	EA	5	\$800.00	\$4,000.00
10	F&I 2" Drain Check Valve	EA	1	\$500.00	\$500.00
11	F&I 2" and 4" PVC Drain Piping	LS	1	\$1,500.00	\$1,500.00
12	Electrical & Controls	LS	1	\$5,000.00	\$5,000.00
13	F&I Float Controls & Alarm System	LS	1	\$10,000.00	\$10,000.00
14	F&I Wet Well Cleaning System	LS	1	\$6,000.00	\$6,000.00
15	Clean Existing 4" DIP Sanitary Sewer Force Main	LF	920	\$5.00	\$4,600.00
16	F&I New 4" Ductile Force Main Pipe	LF	115	\$50.00	\$5,750.00
17	R&R Sanitary Sewer Manhole w/ Force Main Outlet	LS	1	\$7,000.00	\$7,000.00
18	F&I 60" Diameter Concrete Force Main Clean-Out w/ Valve	EA	2	\$6,000.00	\$12,000.00
19	F&I Manhole Top Adjustment w/ 5'x5' Concrete Diamond	EA	6	\$750.00	\$4,500.00
20	F&I Flow Fill Encasement	CY	10	\$120.00	\$1,200.00
21	F&I Select Backfill	CY	30	\$30.00	\$900.00
22	R&R Concrete Curbwalk (6'-3" Wide) for Driveway	LF	70	\$50.00	\$3,500.00
23	F&I Lift Station Parking Cross-Section	SY	100	\$45.00	\$4,500.00
24	F&I Revegetation - Native Seed Mix	SY	50	\$50.00	\$2,500.00
25	F&I 6' Tall Reinforced Vinyl Fencing	LF	135	\$65.00	\$8,775.00
26	F&I 6' Tall x 12' Wide Double-Leaf Gate	EA	1	\$1,500.00	\$1,500.00
27	F&I 6' Tall x 3' Wide Walk-Through Gate	EA	1	\$1,000.00	\$1,000.00
28	R&R Wet Well Access Hatch	LS	1	\$3,000.00	\$3,000.00
<b>TOTAL BASE BID</b>					<b>\$155,325.00</b>

RESOLUTION NO.18-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2018 BEGONIA LIFT STATION UPGRADES, PROJECT NO. 14-08.

WHEREAS, the City of Casper desires to make pump and piping upgrades to the Begonia Sanitary Sewer Lift Station; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2018 Begonia Lift Station Upgrades, Project 14-08; 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 Treto Construction, LLC, for those services, in the amount of One Hundred Fifty-Five Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$155,325.00).

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 Fifty-Five Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$155,325.00), and Nine Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$9,675.00) for a construction contingency account, for a total price of One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00).

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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

(2018 Begonia Lift Station Upgrades, Project 14-08)



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



April 20, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$156,476, for the Platte River Trails Replacements, Project No. 18-035.

Meeting Type & Date:  
Regular Council Meeting  
May 15, 2018

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$156,476, for the Platte River Trails Replacements, Project No. 18-035. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,000, for a total project amount of \$171,476.

Summary:

On Thursday, April 19, 2018, six (6) bids were received for the Platte River Trails Replacements, Project No. 18-035. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$156,476.00</b>
Treto Construction	Casper, Wyoming	\$158,000.00
Powder River Construction	Gillette, Wyoming	\$170,000.00
Ramshorn Construction	Casper, Wyoming	\$171,500.00
Wayne Coleman Construction	Casper, Wyoming	\$230,003.07
71 Construction	Casper, Wyoming	\$241,317.71

The project consists of removal of approximately 3,000' of existing asphalt pathway, beginning at Crossroads Park, working east, and replacing it with 10' wide concrete pathway. The completion date for the project is September 1, 2018. The estimate prepared by the City Engineering Division was \$175,000.

Knife River, Inc.  
Platte River Trails Replacements  
Project No. 18-035

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from 1%15 allocated to the Platte River Trails.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

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 JTL Group, Inc., DBA Knife River, Inc., PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace a portion of the Platte River Trails system and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the Platte River Trails Replacements Project No. 18-035.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Platte River Trails Replacements Project No. 18-035, 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, 2018 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 15, 2018.
- 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 One Hundred Fifty-Six Thousand Four Hundred Seventy-Six and 00/100 Dollars (\$156,476.00) 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 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$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-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of four (4) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  
  

**Platte River Trails Replacements Project No. 18-035**
- 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 3.04 and 3.05 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 City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

JTL Group, Inc., DBA Knife River, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
                                         **Platte River Trails Replacements**  
                                         **Project No. 18-035**

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, 2018, and completed and ready for final payment not later than September 15, 2018 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 MF</u>	Dated <u>4/11/2018</u>
Addendum No. <u>2 MF</u>	Dated <u>4/13/2018</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: \$ 156,426.00

TOTAL BASE BID, IN WORDS: One Hundred Fifty Six Thousand Four Hundred Seventy Six and Zero Cents DOLLARS.

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

Address of Bidder:

JTL Group Inc. DBA Knife River  
P.O. Box 730  
Casper, WY 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 April 19<sup>th</sup>, 2018.

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: STL Group Inc. DBA Knife River (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: Mike Hansen (seal)  
Vice President / General Manager  
(Title)

(Seal)

Attest: Hansen

Business Address: STL Group Inc. DBA Knife River  
P.O. Box 730  
Casper, Wyo. 82602

Phone Number: (307) 237-9346

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**  
**Platte River Trails Replacements**  
**Project No. 18-035**  
**Bid Date: April 12, 2018**

COMPANY NAME: ITL Group Inc DBA Knife River  
 ADDRESS: P.O. Box 730 Casper, WY. 82602

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  
 SY = Square Yard

R&R = Remove and Replace  
 FA = Force Account

LF = Linear Feet  
 CY = Cubic Yard

F&I = Furnish and Install  
 EA = Each

ITEM NO.	BASE BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	10' Wide Concrete Pathway with Basecourse	LF	3,000	\$47.53	\$142,590.00
2	Drainage Improvements	LS	1	\$13,886.00	\$13,886.00
TOTAL BASE BID (SUM OF ITEMS 1 - 2)					\$156,476.00

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

PLATTE RIVER TRAILS REPLACEMENTS  
CITY ENGINEERING PROJECT NO. 18-035

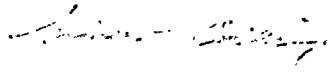
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: April 11, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

JTL Group Inc. DBA Knife River  
Firm

Mike Haynes  
By: Signature

Vice President / General Manager  
Title

April 11th, 2018  
Date Received

**ADDENDUM NO. 2**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**PLATTE RIVER TRAILS REPLACEMENTS  
CITY ENGINEERING PROJECT NO. 18-035**

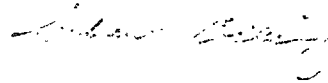
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: April 13, 2018**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Andrew Colling, Engineering Tech II**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

JTL Group Inc. DBA Knife River  
Firm

Mike Hapner  
By: Signature

Vice President / General Manager  
Title

April 13<sup>th</sup>, 2018  
Date Received

RESOLUTION NO. 18-105

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR THE PLATTE  
RIVER TRAILS REPLACEMENTS PROJECT NO. 18-035.

WHEREAS, the City of Casper desires to remove and replace damaged asphalt pathways in the Platte River Trails system for the Platte River Trails Replacements Project; and,

WHEREAS, JTL Group, Inc., DBA Knife River, Inc., is able and willing to provide those services specified as the Platte River Trails Replacements Project, No. 18-035; 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 Fifteen Thousand Dollars (\$15,000.00) 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 JTL Group, Inc., DBA Knife River, Inc., for those services, in the amount of One Hundred Fifty-Six Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$156,426.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Fifty-Six Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$156,426.00) and Fifteen Thousand Dollars (\$15,000.00) for a construction contingency account, for a total project amount of One Hundred Seventy-One Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$171,426.00).

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 Fifteen Thousand Dollars (\$15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor



April 26, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Aaron Kloke, MPO Supervisor  
SUBJECT: Agreement for Responsibilities in Adopting and Reporting Federal Transportation Performance Targets

Meeting Type & Date: Regular Council Meeting, May 15, 2018.

Action Type: Resolution

Recommendation:

That Council, by resolution, approve the agreement between the City, Wyoming Department of Transportation (WYDOT), and the Casper Area Metropolitan Planning Organization (MPO).

Summary:

The United States Department of Transportation recognizes that it is important to continuously monitor the performance of the nation's transportation improvements and programs to determine if the nation is achieving its national goals and objectives related to transportation. Monitoring progress towards these goals and objectives is accomplished through the use of performance measures. Performance measurement provides various transportation agencies, including the Casper Area MPO, WYDOT and the City of Casper, with a better ability to identify and mitigate issues with their respective transportation networks.

On July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law by Congress, creating a performance-based multimodal program in an effort to address challenges facing the U.S. transportation system. In relation to performance management, MAP-21 aims to have greater accountability and transparency of Federal highway and transit funded programs by improving transportation investment decision-making through performance-based planning and programming. Furthermore, the Act states:

As a result of MAP-21, 7 national goals were established to address safety, current infrastructure, traffic congestion, efficiency, environment, transportation delays, and project delivery delays;

1. **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
2. **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair.
3. **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System (NHS).

4. **System Reliability** - To improve the efficiency of the surface transportation system.
5. **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
6. **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
7. **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

On December 4, 2015, Fixing America's Surface Transportation (FAST) Act was signed into law by Congress. The FAST Act continues MAP-21's overall performance approach, and ensures that State DOT's and MPO's invest in projects that collectively make progress toward the National Goals that were established by Congress. The FAST Act made adjustments to the performance management provisions established by MAP-21.

Currently, under the FAST Act, State DOT's and MPO's are required to establish performance targets and report on the progress made toward achieving each of these performance targets for the following performance measures:

1. Safety (Adopt WYDOT's targets)
  - a. Rate of Fatalities
  - b. Rate of Serious Injuries
2. Pavement (MPO Adopts Own Targets)
  - a. % of pavement in good/poor condition, Interstate System
  - b. % of pavement in good/poor condition, non-Interstate NHS
3. Bridge (MPO Adopts Own Targets)
  - a. % bridges in good/fair/poor condition
4. NHS-LOTTR (Congestion) (MPO Adopts Own Targets)
  - a. % person-miles traveled on the Interstate which are reliable
  - b. % person-miles traveled on the non-Interstate NHS which are reliable
5. Freight Movement (MPO Adopts Own Targets)
  - a. Truck Travel Time Reliability Index
6. Transit (Adopt WYDOT's targets)
  - a. Inventory and report capital assets: vehicles, facilities, and equipment
  - b. Condition assessment of the same
  - c. Transit Asset Management Plan

The agreement between the Casper Area MPO, WYDOT, and the City of Casper was proposed by WYDOT, as required by federal regulations. The MPO Policy Committee approved this agreement on April 24, 2018. The City of Casper's approval of the agreement is required as the recipient of transit related funds by the Federal Transit Administration.

Financial Considerations:

The City of Casper expects to receive roughly \$887,734 for transit operating expenses from the Federal Transit Administration by the end of Fiscal Year 18.

The Casper Area MPO has received \$671,200 from the Federal Highway Administration in FY 18.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor

Attachments:

Resolution, WYDOT/MPO/Transit Agreement

## **WYDOT/MPO/Transit Agreement**

### **WYDOT , the MPO, and the Public Transportation Operator responsibilities in adopting and reporting Performance Targets**

The Casper Metropolitan Planning Organization (MPO), 200 North David Street, Casper, Wyoming, 82601, the City of Casper, Wyoming, as the Casper Public Transportation Operator, 200 North David Street, Casper Wyoming, 82601, and the Wyoming Department of Transportation (WYDOT), 5300 Bishop Boulevard, Cheyenne, WY, 82009 agree to the following responsibilities and deadlines for fulfilling the Federal Performance Management responsibilities of 23 CFR 450 and 490 (Indicate with “  X  ” those which apply). This Agreement may be updated every four years.

#### **SAFETY:**

WYDOT shall:

- Provide the MPO with data identifying the number and location of:
  - Fatalities
  - Serious Injuries
  - Non-Motorized Fatalities and Serious Injuries.occurring within the MPO Planning Area Boundary during the previous calendar year.
- On or before August 31<sup>st</sup> each year, report the state’s and MPO’s targets for the next year in the Highway Safety Improvement Program (HSIP).
- Provide draft MPO Planning Area Vehicle Miles Traveled (VMT)

#### **X   MPO Adopts State Targets:**

MPO shall:

- On or before March 1<sup>st</sup> each year, notify WYDOT of the MPO’s election to support the state’s targets (which were reported by the state in previous year’s HSIP).
- Determine the MPO’s Planning Area VMT.
- Report to WYDOT the previous year’s performance within the MPO Planning Area Boundary for:
  - Rate of Fatalities
  - Rate of Serious Injuries.
- Report the MPO’s performance for all five safety performance measures in all Long Range Transportation Plans (LRTP) and Transportation Improvement Plans (TIP) updated or amended after May 27, 2018.

#### **MPO adopts Own Targets:**

MPO shall:

- On or before March 1<sup>st</sup> each year, notify WYDOT of the MPO’s measures and targets for the current calendar year.

- Determine the MPO's Planning Area VMT.
- Report to WYDOT the MPO's previous year's performance for:
  - Rate of Fatalities
  - Rate of Serious Injuries.
- Report the MPO's performance, targets, and progress towards achievement of those targets in LRTPs and TIPs updated or amended after May 27, 2018.

## **PAVEMENT:**

WYDOT shall:

- On or before June 15<sup>th</sup> each year, report Wyoming's statewide pavement data (of previous year) to the Federal Highway Administration (FHWA).
- Provide the MPO with the state's pavement performance targets for:
  - % pavement in good/poor condition, Interstate System
  - % pavement in good/poor condition, non-Interstate National Highway System (NHS).
- Provide the MPO with data identifying pavement data for Interstate and non-Interstate NHS networks within the MPO planning area boundary.
- Provide the MPO with the overall pavement performance of the Interstate and non-Interstate NHS within the MPO Planning Area Boundary (for the previous calendar year). Information to be provided biennially beginning in 2018.

## **\_\_\_ MPO Adopts State Targets:**

MPO shall:

- Notify WYDOT of the MPO's election to support the state's pavement performance targets.
- Report the MPO's NHS:
  - Pavement performance and
  - Measures to support the state's pavement performance targets.
 in all LRTPs and TIPs updated or amended after May 20, 2019.

## **X MPO Adopts Own Targets:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's pavement performance targets (4-year targets).
- On or before April 1, 2023, and every four years after that, notify WYDOT of the MPO's new pavement performance targets for subsequent 4-year performance periods.
- Report the MPO's pavement performance, targets, and progress towards achievement of those targets in all LRTPs and TIPs updated or amended after May 20, 2019.

## **BRIDGE:**

WYDOT shall:

- Report WYDOT's statewide bridge data (of previous year) to FHWA.
- Provide the MPO with the state's bridge performance target for bridges on the NHS (% bridges in good/fair/poor condition).
- Provide the MPO with data identifying bridge condition data for bridges on NHS network within the MPO planning area boundary.
- Provide the MPO with the overall performance of bridges on the NHS within the MPO Planning Area Boundary (for the previous calendar year). Information to be provided biennially beginning in 2018.

### **\_\_\_ MPO Adopts State Target:**

MPO shall:

- Notify WYDOT of the MPO's election to support the state's bridge performance target.
  - Report the MPO's:
    - Bridge performance and
    - Measures to support the state's attainment of its bridge performance targets.
- in all LRTPs and TIPs updated or amended after May 20, 2019

### **X MPO Adopts Own Target:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's 4-year NHS bridge performance target (% bridges in good/fair/poor condition).
- On or before April 1, 2023, and every four years after that, notify WYDOT of the MPO's new bridge performance target for subsequent 4-year performance periods.
- Report the MPO's bridge performance, targets, and progress towards achievement of those targets in all LRTPs and TIPs updated or amended after May 20, 2019.

## **NHS-LOTTR (Level of Travel Time reliability):**

WYDOT shall:

- On or before June 15<sup>th</sup> each year, report Wyoming's HPMS data for determining NHS-LOTTR (of previous year) to FHWA.
- Provide the MPO with the state's NHS-LOTTR performance targets for:
  - % person-miles traveled on the Interstate which are reliable.
  - % person-miles traveled on the non-Interstate NHS which is reliable).

- Provide the MPO with data used for determining the NHS-LOTTR performance for the NHS network within the MPO planning area boundary.
- Provide the MPO with the overall NHS-LOTTR performance within the MPO Planning Area Boundary (for the previous calendar year). Information to be provided biennially beginning in 2018.

**\_\_\_ MPO Adopts State Targets:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's election to support the state's NHS-LOTTR performance target.
- Report the MPO's:
  - NHS-LOTTR performance and
  - Measures to support state's attainment of its NHS-LOTTR performance targets.
 in all LRTPs and TIPs updated or amended after May 20, 2019

**X MPO Adopts Own Targets:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's NHS-LOTTR performance targets for:
  - % person-miles traveled on the Interstate which are reliable
  - % person-miles traveled on the non-Interstate NHS which is reliable condition).
- On or before April 1, 2023 and every four years after that, notify WYDOT of the MPO's NHS-LOTTR targets for subsequent 4-year performance periods.
- Report the MPO's NHS-LOTTR performance, targets and progress towards achievement of those targets in all LRTPs and TIPs updated or amended after May 20, 2019.

**FREIGHT MOVEMENT:**

WYDOT shall:

- On or before June 15<sup>th</sup> each year, report Wyoming's HPMS data for determining Interstate System Truck Travel Time Reliability (TTTR) index (of previous year) to FHWA.
- Provide the MPO with the state's Interstate System Freight performance target, expressed in terms of the TTTR index.
- Provide the MPO with data used for determining the Interstate System freight performance within the MPO planning area boundary.
- Provide the MPO with the Interstate System Freight performance within the MPO Planning Area Boundary (for the previous calendar year). Information to be provided biennially beginning in 2018.

**MPO Adopts State Target:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's election to support the state's Interstate System Freight performance target.
  - Report the MPO's:
    - Interstate System Freight performance and
    - Measures to support State's attainment of its Interstate System Freight performance targets.
- in all LRTPs and TIPs updated or amended after May 20, 2019

**X   MPO Adopts Own Target:**

MPO shall:

- On or before November 16, 2018, notify WYDOT of the MPO's Interstate System Freight performance target, expressed in terms of the TTTR Index.
- On or before April 1, 2023 and every four years after that, notify WYDOT of the MPO's Interstate System performance target for subsequent 4-year performance periods.
- Report the MPO's Interstate System TTTR performance, targets and progress towards achievement of those targets in all LRTPs and TIPs updated or amended after May 20, 2019.

**TRANSIT:**

WYDOT shall:

- Purchase and maintain decision support tools (state grants management software)
  - Collaborate, set, and share statewide performance targets
  - Various Reports for condition rating and forecasting maintenance and replacement costs.
- On or before October 1, 2018 prepare Transit Asset Management Plan
- Update Transit Asset Management Plan every 4 years
- Annual Reporting to National Transit Database (NTD)

**X   MPO Adopts State Target:**

Transit provider shall:

- On or before June 30, 2018, notify WYDOT of the MPO's election to support the state's Capital Assets and Condition assessment targets.
- Inventory and report Capital Assets
  - Vehicles
  - Facilities
  - Equipment



- Condition assessment and report
  - Vehicles
  - Facilities
  - Equipment
- Annual Reporting to National Transit Database (NTD)

     **MPO Adopts Own Target:**

Transit provider shall:

- On or before June 30, 2018, notify WYDOT of the MPO's targets for the state's capital assets and condition assessment targets
- Inventory and report capital assets
  - Vehicles
  - Facilities
  - Equipment
- Condition assessment and report
  - Vehicles
  - Facilities
  - Equipment
- Annual Reporting to National Transit Database (NTD)

  X   **MPO Adopts State Transit Asset Management:**

- On or before October 1, 2018, notify WYDOT of the MPO's election to support the state's Transit Asset Management Plan.


     **MPO Adopts Own Transit Asset Management:**

- On or before October 1, 2018, publish the Transit Asset Management Plan under State Tier II.

**Wyoming Governmental Claims Act.** The parties of this agreement do not waive any right or rights either may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the parties specifically reserve the right to assert any and all rights, immunities, and defenses either may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

APPROVED AS TO FORM:



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ATTEST:

Casper Area Metropolitan Planning  
Organization:

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Liz Becher  
Community Development Director

---

Phil Hinds  
MPO Policy Chairman

ATTEST:

City of Casper, Wyoming:

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Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

ATTEST:

Wyoming Department of Transportation:

---

Martin Kidner  
State Planning Engineer

RESOLUTION NO.18-106

A RESOLUTION AUTHORIZING AN AGREEMENT  
BETWEEN THE CITY OF CASPER, WYOMING  
DEPARTMENT OF TRANSPORTATION, AND THE  
METROPOLITAN PLANNING ORGANIZATION  
(MPO) FOR RESPONSIBILITIES IN ADOPTING AND  
REPORTING FEDERAL TRANSPORTATION  
PERFORMANCE TARGETS

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming; Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the City of Casper is the designated recipient of Federal Transit Administration Section 5307 Urban Formula Funds for the operation of transit services; and,

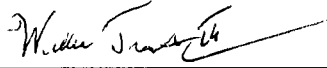
WHEREAS, the MPO Policy Committee approved the subject agreement and all subsequent responsibilities and requirements on April 24, 2018; and

WHEREAS, the subject agreement establishes the responsibilities for adopting and reporting federal transportation performance targets, and establishes the City of Casper as the Casper Transit Provider

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 WYDOT/MPO/Transit Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_,  
2018.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---


Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

May 3, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: A Resolution to Rescind and Revoke Resolution 15-111 which authorized amendments to City Contract Employees' Agreements

Meeting Type & Date

Regular Council Meeting, May 15, 2018

Action Type

Resolution

Recommendation

That Council, by Resolution, rescind and revoke City of Casper Resolution 15-111 which purportedly permitted indemnification of certain City employees for court judgments, charges and fees.

Summary

The Council has reviewed the language and circumstances of Resolution 15-111, which authorized amendments to certain City employees' contracts. This review exposed multiple fundamental concerns with Resolution 15-111, including the terms of the Resolution, the duration of the terms of the contract that could be modified, the authority and power of the Council to adopt Resolution 15-111, the lack of consideration to the City and the lack of necessity and benefit to the City for the modification of the contracts referenced in the Resolution.

Financial Considerations

Consideration in the amount of \$50.00 was provided to those current employees who signed off on the amendment to their contracts.

Oversight/Project Responsibility

City Attorney's Office to send copy of adopted Resolution to current and past employees who have not relinquished the contract language.

Attachments

Resolution for Rescinding and Revoking Resolution 15-111.

## RESOLUTION NO.18-107

### A RESOLUTION REVOKING PRIOR AMENDMENTS TO CITY CONTRACT EMPLOYEES' EMPLOYMENT AGREEMENTS AND RESCINDING RESOLUTION NO. 15-111

WHEREAS, on May 5, 2015, the City Council of Casper, Wyoming, approved Resolution 15-111, which authorized amendments to employment agreements with various City of Casper contract employees (the amendments); and,

WHEREAS, the amendments purportedly would make the City responsible for paying a judgment for actual, consequential, punitive or exemplary damages, plus other charges and fees, assessed against these employees from the performance of their employment within the scope of their duties with the City; and,

WHEREAS, the amendments purportedly survive the termination of the employment agreements for an unlimited period of time; and,

WHEREAS, punitive damages in Wyoming have generally been described as something to be awarded only for conduct involving some element of outrage, similar to that usually found in crime; and, an award of punitive damages generally requires willful and wanton conduct; and,

WHEREAS, Wyoming municipalities and their employees already have broad governmental immunity; and,

WHEREAS, for certain torts and civil actions, enumerated in the Wyoming Governmental Claims Act, the City has insurance for damages caused by an employee's negligent actions and omissions; but, not for willful and wanton conduct; and,

WHEREAS, Wyoming municipalities and the employees of such municipalities have broad governmental immunity, for certain torts and civil actions, enumerated in the Wyoming Governmental Claims Act, where governmental immunity has been waived, the City of Casper has insurance to the extent of the governmental immunity waiver for damages caused by an employee's negligent actions and omissions, but not for willful and wanton conduct (punitive damages); and,

WHEREAS, to indemnify an employee's conduct or actions that are willful and wanton, is not a principle that the City of Casper wants to embody or embrace, and the provisions of Resolution No. 15-111 agreeing to indemnify employees for such willful and wanton conduct is beyond the scope of authority and power of a Wyoming municipal government; and,

WHEREAS, Resolution No. 15-111 was not supported by consideration and was not in the best interest of the City of Casper; and,

WHEREAS, the current City Council of Casper, is a different City Council than the Council which voted to adopt Resolution No. 15-111; and,

WHEREAS, Resolution No. 15-111 is not necessary for any valid purpose for the operation or governance of the City of Casper; and,

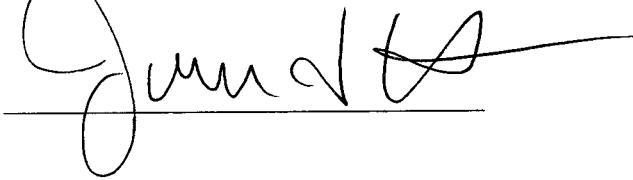
WHEREAS, the City Council of Casper has determined it to be in the best interest of the City of Casper to rescind Resolution No. 15-111, and rescind and revoke the purported changes to City employees' agreements referenced in Resolution No. 15-111; and,

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper Resolution No. 15-111 is hereby rescinded and repealed.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this Resolution.

BE IT FURTHER RESOLVED: That the City Attorney's office is directed to notify any employees, past or present, who have not already agreed to relinquish any claim or benefit, which was purportedly bestowed upon such employees by Resolution No. 15-111, by sending a copy of this Resolution to such employees.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

May 7, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director  
SUBJECT: Designated City-Owned Equipment to Be Declared as Surplus Property,  
and Authorizing Sale of Surplus Property to the Highest Bidder

Meeting Type & Date

Regular Council Meeting

May 15, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, declare designated City-owned equipment as surplus property, and authorize the sale of said property to the highest bidder.

Summary

The City of Casper has identified twenty seven (27) pieces of equipment valued above \$500.00 that are deemed no longer efficient, effective, or necessary in providing value with City services. The City desires to dispose of this equipment pursuant to Wyoming State Statute 15-1-112. A complete listing of the equipment is attached.

Financial Considerations

It is estimated that the sale of surplus property could generate up to \$73,000 in revenue for the City of Casper.

Oversight/Project Responsibility

The implementation and oversight of this project will be completed by Zulima Lopez, Assistant Support Services Director.

Attachments

Resolution

Equipment Listing



City of Casper Fleet Maintenance  
Surplus Equipment May 2018

Unit Number	Description	Miles/hours
90961	2007 Utility Golf Cart	1044
121279	2011 Yamaha Venture Snowmobile	2607
121281	2012 Yamaha Snowmobile	3040
121227	1983 Hydromaster Groomer	N/A
121270	2004 26 Ton Brave Pro Split Log Splitter	N/A
121248	1981 Case Dozer	2800 hrs
81034	1991 Morbark Brush Chipper	293
81015	1979 Mist blower	N/A
82029	1983 Fertilizer Spreader	N/A
82040	1987 Ryan Jr Sod Cutter	N/A
82041	1987 Ryan Tote Sod Cutter Trailer	N/A
82195	1998 Top Dresser	N/A
82200	1996 John Deere Walk behind Mower	N/A
82206	2001 Toro Turf Aerator	N/A
82224	2003 John Deere Triplex Mower	430
83274	2007 John Deere Flex Wing Rotary Mower	N/A
83160	1992 John Deere tractor	5577
83199	1996 John Deere Gator ATV	4449
83108	1979 Cement mixer	N/A
83128	1985 Dayton Generator	N/A
84012	1991 Ryan Walk Behind Power Rake	N/A
84013	1991 Ryan Walk Behind Aerator	N/A
70964	2001 Bagela Asphalt Recycler	755
30312	2007 Chevrolet Impala	77977
50535	2009 Ford Escape Hybrid SUV	93331
50537	2009 Ford Escape Hybrid SUV	104460
50534	2009 Ford Escape Hybrid SUV	94239

RESOLUTION NO.18-108

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

WHEREAS, the City of Casper owns powered equipment which is valued at greater than Five Hundred Dollars (\$500) as described below; and,

WHEREAS, Wyoming State Statute 15-1-112 provides that a City may transfer or sell property to other public agencies, or the public at large, upon such terms as the City Council determines; and,

WHEREAS, the City of Casper desires to sell said property through the surplus property sale process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The below equipment is hereby declared surplus property and may be disposed of through the bid sale process, to the qualified highest bidder.

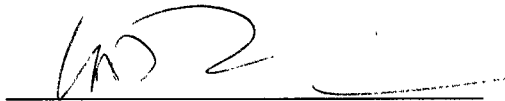
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82200	1996 John Deere Walk behind Mower	N/A
82206	2001 Toro Turf Aerator	N/A
82224	2003 John Deere Triplex Mower	430
83274	2007 John Deere Flex Wing Rotary Mower	N/A
83160	1992 John Deere tractor	5577
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30312	2007 Chevrolet Impala	77977
50535	2009 Ford Escape Hybrid SUV	93331
50537	2009 Ford Escape Hybrid SUV	104460
50534	2009 Ford Escape Hybrid SUV	94239

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

May 8, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer  
Terry Cottenor, Engineering Technician

SUBJECT: Authorizing a Letter About the Voluntary Relinquishment or Termination of Multiple Hedquist Construction Contracts.

Meeting Type and Date:

Regular Council Meeting  
May 15, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the mayor to execute a letter about the voluntary relinquishment or termination of multiple Hedquist Construction Contracts.

Summary:

Hedquist Construction currently has four open contracts with the City of Casper – i) Wastewater Treatment Plant Sanitary Sewer Repairs, Project No. 15-39, ii) Brookview Drive Sanitary Sewer Replacement, Project No. 16-011, iii) Robertson Road South Pathway, Project No. 15-41, and iv) “K” Street Improvements Phase I, Project No. 15-51. Construction of two of the projects, the Wastewater Treatment Plant Sanitary Sewer Repairs and Brookview Drive Sanitary Sewer Replacement, is complete, with the exception of required closeout paperwork. The remaining two, the Robertson Road South Pathway and “K” Street Improvements Phase I, were in winter shutdown, with construction to resume in April 2018. No construction activities have taken place on either of these projects as of today’s date and liquidated damages continue to accrue.

Communication with Hedquist Construction’s bonding company regarding the above contracts have indicated that Hedquist Construction would voluntarily relinquish the projects to their bonding company for completion. However, this voluntary relinquishment has yet to be obtained, and in accordance with the contract documents, notification must be provided to both Hedquist Construction and their bonding company of the City’s intent to terminate the contracts. The attached resolution authorizes the mayor to sign a letter notifying Hedquist Construction that if the City does not receive written confirmation of Hedquist Construction’s voluntary relinquishments of the projects by May 23, 2018, then the City is terminating all of the Agreements for the projects effective May 31, 2018.

Financial Considerations

Funds for construction of these projects were previously allocated at contract award.

Oversight/Project Responsibility  
Alex Sveda, Associate Engineer

Attachments

Resolution

Letter About the Voluntary Relinquishment or Termination of Multiple Hedquist Contracts



OFFICE OF THE MAYOR

## CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

May 16, 2018

Craig Hedquist  
Hedquist Construction, Inc.  
P.O. Box 1870  
Mills, Wyoming 82644

Steven Waters  
Senior Surety Claims Representative  
United Fire and Casualty  
118 Second Avenue SE  
PO Box 73909  
Cedar Rapids, Iowa 52407-3909

**RE: VERIFICATION OF VOLUNTARY RELINQUISHMENT REQUESTED;  
NOTICE OF TERMINATION OTHERWISE**

Dear Mr. Hedquist and Mr. Waters:

On December 18, 2017, the City of Casper received four (4) letters from United Fire & Casualty Company ("UFCC") regarding claims being received against payment bonds from suppliers and subcontractors. Those projects are as follows:

1. Wastewater Treatment Plant Sanitary Sewer Repairs, Project No. 15-39; Bond No. 54208078;
2. Robertson Road South Pathway, Project No. 15-41, Bond No. 54218098;
3. "K" Street Rehabilitation Phase I, Project No. 15-54, Bond No. 54216446; and,
4. Brookview Drive Sanitary Sewer Replacements, Project 16-011, Bond No. 54215891.

In discussions with UFCC about the above-referenced projects (the "projects"), the City was informed that Hedquist Construction, Inc. ("HC, Inc."), would be voluntarily relinquishing the projects to UFCC. The City has requested, but not received, written notice of such.

If HC, Inc. has voluntarily relinquished one or more of the projects to UFCC, please provide written confirmation of such, along with the accompanying formal documentation within seven days of the date of this letter.

We believe it is in the best interest of the parties to work under voluntary relinquishment agreements instead of terminating the Agreements for the projects. The projects are well past their

final completion dates and are incurring significant liquidated damages each day. The sooner the projects can be completed, the better for all parties involved.

If the City does not receive written confirmation of HC's voluntary relinquishment of the projects to UFCC by May 23, 2018, then, this letter serves as the required seven days' written notice that the City is hereby terminating all of the Agreements for the projects effective May 31, 2018.

The same Standard General Conditions (the "GC's") and Standard Supplementary Conditions (the "SC's") apply to the projects. In accordance with Section 15.02 of the GC's, unless HC Inc. voluntarily relinquishes the projects to UFCC as described above, the City is terminating all of the Agreements for the projects because of HC's persistent failure to perform the work for the projects in accordance with the contract documents. Under Section 15.02, the City may take possession of the work and all of HC Inc.'s tools, appliances, construction equipment, and machinery at site, and use the same to the full extent they could be used by HC Inc., (without liability to HC, Inc. for trespass or conversion). In addition, HC, Inc. is required to comply with Section 15.02.B.2 of the SC's upon receipt of this notice.

If you require additional information or require clarification, please contact Alex Sveda at 307-235-8341. Thank you for your attention to this matter.

Sincerely,

Ray Pacheco  
Mayor

cc: Andrew Beamer, Public Services Director  
Wallace Trembath, Assistant City Attorney  
Alex Sveda, P.E., Associate Engineer  
Ethan Yonker, P.E., Associate Engineer  
Terry Cottenoir, Engineering Technician  
Craig Collins, City Planner  
Darrin Tromble, P.E., WWC Engineering, Inc.

RESOLUTION NO.18-109

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
LETTER ABOUT THE VOLUNTARY RELINQUISHMENT OR  
TERMINATION OF MULTIPLE HEDQUIST CONSTRUCTION  
CONTRACTS

WHEREAS, the City of Casper entered into construction contracts with Hedquist Construction Inc., for the Wastewater Treatment Plant Sanitary Sewer Repairs, Project No. 15-39; Robertson Road South Pathway, Project No. 15-41; “K” Street Rehabilitation Phase I, Project No. 15-54, and, Brookview Drive Sanitary Sewer Replacements, Project 16-011, Bond No. 54215891.

WHEREAS, Hedquist Construction, Inc. (“HC, Inc.”) has not completed any of the projects in accordance with the Agreement timelines, and liquidated damages are being incurred daily; and,

WHEREAS, on December 18, 2017, the City of Casper received four (4) letters from United Fire & Casualty Company (“UFCC”), the surety for the projects, regarding claims against the projects; and,

WHEREAS, in discussions with UFCC about the above-referenced projects (the “projects”), the City was informed that HC, Inc., would be voluntarily relinquishing the projects to UFCC.

WHEREAS, the City has requested, but not received, written notice of the HC’s voluntary relinquishments of the projects to UFCC; and,

WHEREAS, the City needs to give HC, Inc. and UFCC written notice that if voluntary relinquishments are not received by a certain date, the City will terminate the contracts with HC, Inc. for HC’s failure to perform the work for the projects in accordance with the contract documents; and,


WHEREAS, the City Council has the authority to terminate contracts that were previously authorized by it, all in accordance with the contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, a letter about the voluntary relinquishment or termination of the contracts for the above listed projects.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.



APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

May 9, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks and Recreation Director  
Andrew Beamer, P.E., Public Services Director   
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Western Plains Landscaping, LLC, dba 3-Cord Construction, in the amount of \$349,000.00, for the Marion Kreiner Splash Pad, Project No. 14-70

Meeting Type & Date  
Regular Council Meeting  
May 15, 2018

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Western Plains Landscaping, LLC, dba 3-Cord Construction for the Marion Kreiner Splash Pad, Project No. 14-70, in the amount of \$349,000.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$27,646.96, for a total project amount of \$376,646.96.

Summary

Design of the splash pad was started in fall of 2014 by Ohlson Lavoie Corporation (OLC). The original concept was to utilize infrastructure for the existing wading pool at Marion Kreiner, and construct the splash pad in its place. The original design was a flow through system and did not include recirculating water due to the additional initial costs and maintenance requirements of water treatment. The project was bid in the spring of 2015 and one bid was received from Haass Construction for \$345,380.00. The bid was over the budget for the project at the time and the bid was rejected.

The project was revisited late 2017 and the design was adjusted by OLC to move the splash pad north of the existing facilities at Marion Kreiner and incorporate a recirculation system, as directed by City Staff. On April 10, 2018, two bids were received from contractors to construct a splash pad spray park north of the existing Marion Kreiner Pool Facility.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>3-Cord Construction</b>	<b>Casper, Wyoming</b>	<b>\$349,000.00</b>
Caspar Building Systems	Casper, Wyoming	\$570,016.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As no bids were received from an in-state contractor, no bid preference was granted.

Work is scheduled to be completed by April 19, 2019 and April 30, 2019 for substantial and final completion respectively. The estimate prepared by OLC was \$280,000.00.

Financial Considerations

Funding for this project will be from FY13 monies for Mike Sedar Pool Reconstruction, FY15 monies for Marion Kreiner Pool Upgrades, FY15 monies for Washington Park Pool Upgrades, and FY16 monies for Marion Kreiner Pool Improvements.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services.

Attachments

Agreement

Resolution

April 30, 2018

TO: J. Carter Napier, City Manager *sal*

FROM: Tim Cortez, Parks and Recreation Director *te*  
Carolyn Griffith, Recreation Manager  
Blaise Grant, Aquatic Supervisor

RE: Free Swimming at Marion Kreiner Pool

Staff is recommending offering free swimming for individuals and families at Marion Kreiner Pool for summer of 2018 with the possibility of extending this option into future years. Participation at Marion Kreiner typically averages 16 participants per hour. Staff expects that marketing free admission at Marion Kreiner Pool will improve participation numbers by making it financially accessible.

The budget impact of offering free swimming at Marion Kreiner Pool is somewhat predictable. Annually, Marion Kreiner Pool receives an average of \$3,800 in revenues through admissions and concessions sales while being impacted by nearly \$23,000 in expenses to include utilities, staffing and chemicals used. Although free swimming is being recommended, a small percentage of revenue through the sales of concessions exists.

Limited revenue-producing opportunities would be maintained through the sales of concession and swim-specific items. Last season, \$650 of concessions-related revenue was received. This amount may increase if participants have more expendable cash that may have been spent on admissions otherwise.

Staff does not anticipate that additional staff will be required if free swimming is offered to individuals and families; however, if groups such as daycares or summer camp participants choose to attend Marion Kreiner Pool, additional lifeguards will be necessary and the pool capacity of 202 people may be met which eliminates the availability of the facility to "neighborhood" individuals and families. As a result, staff is recommending that groups of 5 or more people reserve admissions one week in advance to receive a discounted admission rate of \$2 each or choose to pay the \$3.50 admission price otherwise. Group pricing policies will be written and forthcoming.

Finally, if aquatics were to offer free swimming at Marion Kreiner it could help address the question about what to do with Marion Kreiner. In the past, aquatic staff were told the new splash pad's purpose was to offer a low cost aquatic opportunity for the community. As the last bids for the splash pad came in nearly \$50,000 over allocated capital funds (\$334,305.42), offering free swimming at Marion Kreiner would be a way to provide a low cost aquatic opportunity.

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 Western Plains Landscaping, LLC, dba 3-Cord Construction, 3040 Allendale Boulevard, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a splash pad north of the existing wading pool at Marion Kreiner Pool; and,

WHEREAS, Western Plains Landscaping, LLC, dba 3-Cord Construction, is able and willing to provide those services specified as the MARION KREINER SPLASH PAD, Project 14-70.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the MARION KREINER SPLASH PAD, Project 14-70.

ARTICLE 2. ENGINEER.

The Project has been designed by Ohlson Lavoie Collaborative 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 The Work will be substantially completed by July 20, 2018, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 27, 2018.
- 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Three Hundred Forty-Nine Thousand and 00/100 Dollars (\$349,000.00). See Exhibit "A" – Bid Form.

#### 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 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-5, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No.   6  .
- 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 eight (8) sections
- 8.14 Contract Drawings, consisting of six (6) 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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(MARION KREINER SPLASH PAD, Project 14-70)



ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Western Plains Landscaping, LLC, dba 3-  
Cord Construction

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
MARION KREINER SPLASH PAD, Project 14-70

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by ~~July 20, 2018~~ *April, 19<sup>th</sup> 2019*, and completed and ready for final payment not later than ~~July 27, 2018~~ *April, 30<sup>th</sup> 2019*, 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, 2, 3</u>	Dated <u>3-2-18 / 3-9-18 / 3-16-18</u>
Addendum No. <u>4, 5, 6</u>	Dated <u>3-26-18 / 4-4-18 / 4-7-18</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: \$ 349.000

TOTAL BASE BID, IN WORDS: three hundred forty nine  
thousand and no/100 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: W.P.L. DBA 3 Cord Construction  
3040 Allendale BLVD  
Casper, WY 82601

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

Submitted on April 10<sup>th</sup>, 2018.

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: \_\_\_\_\_

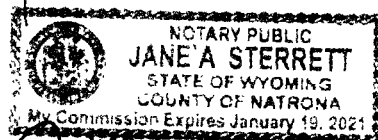
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western Plains Landscaping DBA 3 Cord Construction (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Jeanne Snell President Jean Snell (seal)  
President  
(Title)

(Seal)



Attest: Jesse Snell V.P. JS

Business Address: W.P.L. DBA 3 Cord Construction  
3040 Allendale BLVD.  
Casper, Wy 82601

Phone Number: 307-265-0004

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**  
**April 10, 2018**  
**MARION KREINER SPLASH PAD**  
**Project 14-70**

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

**Bid Schedule**

Item	Description	Quantity	Unit	Lump Sum Price
1	Mobilization	1	LS	\$ 34,700
2	Splash Pad Installation	1	LS	\$ 314,300
<b>Total Base Bid</b>				<b>\$ 349,000</b>

• **BASE BID IN WORDS:**

three hundred forty nine thousand and <sup>00</sup>/100

**Alternate Bid Schedule**

Item	Description	Quantity	Unit	Lump Sum Price
A-1	Ultra Violet System	1	LS	\$ 32,550 <sup>00</sup>
<b>Total Alternate Bid</b>				<b>\$ 32,550<sup>00</sup></b>

• **ALTERNATE BID IN WORDS:**

thirty two thousand five hundred fifty and <sup>00</sup>/100

This bid submitted by: Joe Snell Corporation  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3-CORD CONSTRUCTION, FOR THE MARION KREINER SPLASH PAD, PROJECT NO. 14-70

WHEREAS, the City of Casper desires to construct a splash pad spray park north of the existing Marion Kreiner Pool Facility; and,

WHEREAS, Western Plains Landscaping, LLC, dba 3-Cord Construction, is able and willing to provide those services specified as the Marion Kreiner Splash Pad, Project No. 14-70; 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 Western Plains Landscaping, LLC, dba 3-Cord Construction, for those services, in the amount of Three Hundred Forty-Nine Thousand and 00/100 Dollars (\$349,000.00).

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 Three Hundred Forty-Nine Thousand and 00/100 Dollars (\$349,000.00) and Twenty-Seven Thousand Six Hundred Forty-Six and 96/100 Dollars (\$27,646.96) for a construction contingency account, for a total price of Three Hundred Seventy-Six Thousand Six Hundred Forty-Six and 96/100 Dollars (\$376,646.96).

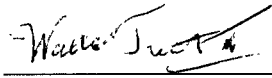
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.



APPROVED AS TO FORM:

(Western Plains Landscaping, LLC, dba 3-Cord Construction- Marion Kreiner Splash Pad, 14-70)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation



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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

May 15, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Tom Pitlick, Financial Services Director   
SUBJECT: Financial Interest Disclosures for Calendar Year 2018

Meeting Type and Date:  
Regular Council Meeting  
May 15, 2018

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, acknowledge the receipt of financial disclosure information from Councilman Huber.

Summary:  
According to Wyoming Statute 6-5-118, certain city officials must disclose if they have any financial interests in any financial institution that is also involved with any investment made by the City. A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account, and ownership of land or building which the financial institution uses to conduct business. Financial interest disclosures must be made annually in a public meeting and must be made part of the record of proceedings.

The statute requires disclosure of the existence of the financial interest, but it does not require that the specifics of the interest be disclosed. For example: if an individual has a checking account in a bank that also does business with the City, then that individual must indicate that they have an interest in the bank, but they do not need to state that the interest is a checking account, nor do they need to say how much is kept in that checking account.

The other eight Councilmembers, along with designated members of City Staff, have already filed Financial Interest Disclosure Forms for calendar year 2018. These were acknowledged by minute action at the regular Council Meeting on March 6, 2018.

Financial Considerations:  
No financial considerations.

Oversight/Project Responsibility:  
Pete Meyers, Assistant Financial Services Director

Attachments:  
2018 Financial Interest Disclosure Form from Councilman Mike Huber

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |                   |                  |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u>      </u> Yes | <u>  X  </u> No  |
| • First Interstate Bank            | <u>  X  </u> Yes  | <u>      </u> No |
| • Hilltop National Bank            | <u>  X  </u> Yes  | <u>      </u> No |
| • ANB Bank                         | <u>      </u> Yes | <u>  X  </u> No  |
| • PFM Asset Management, LLC        | <u>      </u> Yes | <u>  X  </u> No  |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Michael E. Huber

Signed: [Signature]

Date: 5/1/18

Office Held within the  
Casper City Government: COUNCIL MEMBER

May 1, 2018

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

FROM: Tracey L. Belser, Support Services Director *TB*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of Two (2) New Trailer Mounted Air Compressors, in the Total Amount of \$47,192.00, Before the Trade-in Allowance, for Use by the Streets and Traffic Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
May 15, 2018

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the purchase of two (2) new trailer mounted air compressors, from Jack's Truck and Equipment, Casper, Wyoming, to be used in the Streets and Traffic Division of the Public Services Department, in the total amount of \$47,192, before the trade-in allowance.

Summary  
On April 6, 2018 bids were requested for two (2) new trailer mounted air compressors. On April 19, 2018, six (6) bids were received from Wyoming vendors. The purchase of these two (2) trailer mounted air compressors will replace two 1995 Ingersoll Rand air compressors that are due for replacement by age. These air compressors will be utilized daily for streets and traffic operations including crack sealing, paint striping, asphalt and concrete patching, snow fence installation and sign removal and installation of traffic signs throughout the city.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) Sullivan Air Compressors	Jack's Truck & Equipment Casper, WY	\$47,192.00	\$7,000.00	\$40,192.00
(2) Atlas Copco Air Compressors	Wyoming Machinery Casper, WY	\$44,516.72	\$2,000.00	\$42,516.72

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) Doosan Air Compressors	Bobcat of Casper Casper, WY	\$48,108.00	\$5,000.00	\$43,108.00
(2) Sullair Air Compressors	Fastenal Casper, WY	\$46,450.00	\$0.00	\$46,450.00
(2) Sullair Air Compressors	Wyoming Machinery Casper, WY	\$49,766.82	\$2,000.00	\$47,766.82
(2) Sullivan Air Compressors	Ameri-Tech Equip. Co. Casper, WY	\$62,872.20	\$5,000.00	\$57,872.20

The recommended purchase of these Sullivan Air Compressors from Jack's Truck and Equipment, Casper, WY complies with the intent of all specifications for the new trailer mounted air compressors.

#### Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent #15 Optional Sales Tax Revenue.

#### Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Shad Rodgers, Streets and Traffic Manager in the Public Services Department, after the equipment is received.

#### Attachments

No Attachments

May 3, 2018

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New Single Axle Truck with Dump Body, in the Total Amount of \$110,467.00, Before the Trade-in Allowance, for Use by the Parks Division of the Parks and Recreation Department.

Meeting Type & Date

Regular Council Meeting

May 15, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new single axle truck with dump body, from Peterbilt of Wyoming, Casper, Wyoming, to be used in Parks Division of the Parks and Recreation Department, in the total amount of \$110,467.00, before the trade-in allowance.

Summary

On April 15, 2018 bids were requested for one (1) new single axle truck with dump body. On April 27, 2018, five (5) bids were received from Wyoming vendors.

The purchase will replace two (2) late 1990's model International single axle dump trucks due for replacement by age and mileage. This will result in a permanent reduction of the City's fleet by one (1) unit. This new dump truck will be utilized in the summer to transport park landscaping and playground materials and in the winter to haul snow.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Single Axle Peterbilt Dump Truck	Peterbilt of WY Casper, WY	\$110,467.00	\$22,000.00	\$88,467.00
(1) Single Axle Freightliner Dump Truck	Jack's Truck and Equipment Casper, WY	\$119,052.00	\$25,000.00	\$94,052.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Single Axle Western Star Dump Truck	Jack's Truck and Equipment Casper, WY	\$119,326.00	\$25,000.00	\$94,326.00
(1) Single Axle Mack Dump Truck	CMI-Teco Casper, WY	\$110,583.00	\$15,000.00	\$95,583.00
(1) Single Axle Volvo Dump Truck	Tri-State Truck and Equipment Casper, WY	\$131,152.00	\$17,000.00	\$114,152.00

#### Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent #15 Optional Sales Tax Fund.

#### Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Dan Coryell, Parks Manager, after the equipment is received.

#### Attachments

No Attachments