CITY OF DOUGLAS WYOMING

REGULAR CITY COUNCIL MEETING
December 12, 2024 – 4:30 PM

Thank you for your cooperation in facilitating the public meeting process!
Reasonable accommodations for persons with disabilities who wish to participate in this public meeting shall be made upon request to the City Manager, at 307-358-3462
Council meetings are broadcast live on Cable Channel 9 and streaming live on the City of Douglas Website

1. **Call to Order, Roll Call, and Pledge of Allegiance**
2. **Disclosures by City Council Members**
3. **Approval of General Agenda (Corrections or Additions)**
4. **Public Comments**
5. **Approval of Consent Docket**
   a. **Minutes**
      City Council Regular Meeting Minutes: November 25, 2024
   b. **Bills & Claims**
      Warrant Register: November 2024
   c. **Other – Consent**
6. **Presentations**
   a. **Proclamation: Wreaths Across America**
   b. **Council Recognition: Council Member John Bartling 10 Years**
7. **Discussion Items**
8. **Public Hearing**

9. **Council Action Items**

   a. **Bid Award: Douglas Municipal Pool Renovation**

   b. **Bid Award: Douglas City Hall Site Improvements**

   c. **Bid Award: The 112 Architect**

   d. **Community Service Funding Agreement: Fire Suppression Authority**

   e. **Warrant Register: November 2024: K&R Construction**

10. **Public Comments**

11. **Finance**

12. **City Manager's Report**

13. **Council Information**

   a. **Notice of Possible Quorum: City/County Meeting December 17, 2024 at 2:30pm In the Converse County Commission Chambers**

   b. **Converse County Tourism Promotion Board Minutes: October 2024**

   c. **Council Comments**

14. **Good People Doing Good Things**

15. **Community Update**

   a. **Event Calendar**

16. **Executive Session**

17. **Adjourn**

City Council Regular Minutes
November 25, 2024

1. Call to Order, Roll Call, and Pledge of Allegiance

Roll call was taken with the following City Council members present: Mayor, Kim Pexton; Council Memeber, Ron McNare; Council Member, Perry Hershberger; Council Member, Matt Schmidt; Council Member, John Bartling.

Also present: City Manager, J.D. Cox; City Attorney, Michael Armstrong; City Clerk, Sonya Ortega; Human Resources Director, Kendal Detwiler; Chief of Police, Todd Byerly; Community Development Director, Clara Chaffin; Water and Wastewater Treatment Supervisor, Josh Oberlander; Administrative Services Director/Treasurer, Mary Nicol.

2. Disclosures by City Council Members

Councilperson McNare will abstain from Council Action Item 9.e.

3. Approval of General Agenda (Corrections or Additions)

Councilperson Perry Hershberger moved to approve the General Agenda as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

4. Public Comments

None.

5. Approval of Consent Docket

Councilperson Matthew Schmidt moved to approve the Consent Docket as presented. Seconded by Councilperson John Bartling. Motion carried 5-0.

a. Minutes

City Council Regular Minutes: November 12, 2024

b. Bills & Claims

c. Other – Consent

6. Presentations

a. Proclamation: Free Mason's Day

Councilperson Bartling read the proclamation aloud. Member of the Masonic

Lodge, Donald York, spoke with Council and gave a couple facts about masonry.

b. Proclamation: Small Business Saturday 2024

Councilperson McNare read the proclamation aloud.

c. Outdoor Enthusiasts of Converse County: Update and Presentation

Members of the Outdoor Enthusiasts of Converse County provided information on what they would use their funds for. Councilperson Hershberger provided his concern about where the parking lot is going to be and suggestions to move it stating there are concerns from community members in that area. Outdoor Enthusiast members, Eli, Patrick, and Toby, advised the parking lot/trailhead will be a dirt space for subjects to park their vehicles.

7. Discussion Items

a. Pool Bid Award: Special Meeting

Council decided on the movement of the Regular City Council Meeting on December 9th to be moved to December 12th to award any possible bids that may come in for the Municipal Pool.

b. December 23rd: Council Meeting

Council decided to cancel the Regular City Council Meeting on December 23rd.

8. Public Hearing

a. **Resolution 2024-43:** VACATING AND REPLATING RIVERBEND ADDITION, BLOCK 5, LOTS 17-19 INTO LOTS 39-48 (SUB 02-24: Application by Statewide Affordable Housing for a Major Plat Amendment to Vacate and Replat Riverbend Addition, Block 5, Lots 17-19 into Lots 39-48.)

Mayor Pexton opened the Public Hearing at 4:26pm. Director Chaffin provided the staff report advising the intent is to sell lots individually if need be in the future. Public comment in favor or opposition: None. Mayor Pexton closed the Public Hearing at 4:29pm
Councilperson Ron McNare moved to approve Resolution 2024-43 as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

9. Council Action Items

a. EWC Funding: Commitment of ISC Award

Staff Report provided by City Manager Cox
Councilperson John Bartling moved to approve the additional commitment to the EWC expansion project of the $300,000 that was awarded by the Industrial

Siting Council from the Dutchman Renewable Power Project. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

b. Outdoor Enthusiasts Funding Agreement: Update

Staff report provided by City Manager Cox
Councilperson Ron McNare moved to approve amendments to the Outdoor Enthusiasts Funding Agreement to allow for the trails development as well as change in financial procedure to allow to proceed, as presented. Seconded by Councilperson Perry Hershberger. Motion carried 5-0.

c. Agreement Renewal: Retail Coach

Staff report provided by City Manager Cox. Aaron Farmer with Retail Coach spoke by Teams Meeting. Retail Coach has been working with the City of Douglas for the past year, getting an understanding of the city and where customers come to shop and eat in Douglas, identifying retailers and restaurants that should be in the community. There has been recruiting for the last 8 to 10 months and doing outreach to prospects. There are several national retailers looking at the market. Currently there are 5 to 6 interested prospects. Councilperson McNare stated his concerns for auto-renewal. Councilperson Ron McNare moved to approve the Retail Coach Renewal Amendment and furthermore authorize the City Manager to sign all associated documents with the exclusion of the additional year after the one-year term, striking paragraph 3. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

d. HDR Water Treatment Plant Study

Staff report provided by Supervisor Oberlander
Councilperson Perry Hershberger moved to authorize the City Manager to sign Contract with HDR for the water treatment plant study. Seconded by Councilperson Ron McNare. Motion carried 5-0.

e. City Hall: Change Order No. 5 (block painting and metal deduct)

Staff report provided by Director Chaffin advising of the addition of gray paint around the windows to accent them to be the same color as the trim. A budget amendment will be necessary for this project. Councilperson Hershberger questioned the total amount and what exactly it covers. His question was answered by staff.
Councilperson John Bartling moved to approve City Hall Change Order No. 5 as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 4-0. Councilperson McNare abstained.

10. <u>Public Comments</u>

None.

11. <u>Finance</u>

a. Financial Report: October 2024

Director Nicol provided staff report.

12. <u>City Manager's Report</u>

City Manager Cox provided report and provided a handout to council and any members of public in the audience.

13. <u>Council Information</u>

a. Notice of Possible Quorum: Mayor's Coffee-Saturday November 30, 2024 10am to 12pm at Blend

b. Wyoming State Fair: Thank You Card

c. Council Comments

Councilperson Hershberger is requesting the City look in to possible fishing docks or a walking bridge across the river for people to be able to fish. Councilperson McNare advised we went out for bid on the fishing docks, and they came back out of price range. Councilperson Bartling agrees that this needs to stay on the City's mind as it has been talked about for a long time and the river is a large asset to Douglas. City Manager Cox advised that the city will continue to pursue this and has already had conversations with Game and Fish. Councilperson Bartling advised of an issue on Jefferson Street where the cardboard bin is and that the size of the bin decreased, causing cardboard to be thrown beside the bin and blows away when it is windy. His suggestion is to remove the bin completely or provide a larger container for the cardboard.

14. <u>Good People Doing Good Things</u>

Councilperson Hershberger stated the Community Club had a lot of good vendors this last weekend, Cowboy Christmas was a hit, and wanted to say that everyone involved with these events did a great job putting this together. Thank you to the vendors as well.

15. <u>Community Update</u>

a. Event Calendar

16. <u>Executive Session</u>

17. Adjourn

Mayor Pexton moved to adjourn the Regular City Council Meeting of November 25, 2024 at approximately 5:29pm.
Councilperson Ron McNare moved to adjourn the Regular City Council Meeting of November 25, 2024. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

Kim Pexton, Mayor

ATTEST:

Sonya Ortega, City Clerk
Published: 12/4/2024

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
307 SIGNS AND MORE				
223	NAME PLATE	11/06/24	14.00	10-5202-3210
Total 307 SIGNS AND MORE:			14.00	
ALCOHOL & DRUG TESTING SERV				
47318	PROFESSIONAL SERVICES	09/30/24	65.00	10-5100-2158
47516	PROFESSIONAL SERVICES	10/31/24	430.00	10-5100-2158
Total ALCOHOL & DRUG TESTING SERV:			495.00	
ALLIANCE FOR HISTORIC WYOMING				
112124	MEMBERSHIP	11/21/24	100.00	10-5106-2120
Total ALLIANCE FOR HISTORIC WYOMING:			100.00	
AMTECH COATINGS LLC				
23-056-2R	RETAINAGE RELEASE-SHEEP MOUNTAIN TANK LINING	10/18/24	5,007.50	31-20000210
Total AMTECH COATINGS LLC:			5,007.50	
AMUNDSEN ASSOCIATES LLC				
2024-120	COMMUNITY FACILITY ARCHITECUTURAL	09/06/24	8,700.00	57-5570-2153
2024-142	COMMUNITY FACILITY ARCHITECUTURAL	11/05/24	35,375.00	57-5570-2153
Total AMUNDSEN ASSOCIATES LLC:			44,075.00	
ARROW ELECTRIC				
54423	DOOR REPAIR-HANDICAP BUTTON	10/16/24	90.00	10-5100-2155
54552	RUN POWER TO LIFT	10/29/24	1,207.18	10-5302-2155
Total ARROW ELECTRIC:			1,297.18	
AT & T				
120424	CELLULAR PHONE SERVICE	12/04/24	15.90	31-5401-2134
120424	CELLULAR PHONE SERVICE	12/04/24	15.90	32-5501-2134
120424	CELLULAR PHONE SERVICE	12/04/24	17.36	31-5403-2134
Total AT & T:			49.16	
ATLAS PREMIER SERVICE				
71345	COPIER MAINTENANCE AGREEMENT	11/09/24	92.60	10-5201-2156
Total ATLAS PREMIER SERVICE:			92.60	
AYRES ASSOCIATES INC				
218785	DOUGLAS BLUE PRINT	11/01/24	2,966.00	41-5410-2158
218837	DOUGLAS BLUE PRINT	11/05/24	2,951.50	41-5410-2158
218837	DOUGLAS BLUE PRINT	11/05/24	455.20	41-5410-2158
Total AYRES ASSOCIATES INC:			6,372.70	
BCN TELECOM INC				
23820297	PHONE SERVICE	11/01/24	115.76	10-5100-2134
23820297	PHONE SERVICE	11/01/24	9.84	10-5306-2134
Total BCN TELECOM INC:			125.60	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
BENNETT, SANDY				
373279	VEST CARRIER ALTERATIONS	11/04/24	20.00	10-5202-3233
373279	SEW PATCHES	11/04/24	100.00	10-5202-3233
Total BENNETT, SANDY:			120.00	
BISON PUMP & SUPPLY				
590863	HATCH BOLTS	11/04/24	136.50	34-5340-3210
590863	VALVE BALL	11/04/24	90.03	34-5340-3210
590863	TUBING	11/04/24	29.60	34-5340-3210
590863	ELBOW	11/04/24	24.58	34-5340-3210
590863	CLAMP	11/04/24	27.50	34-5340-3210
590863	LOCK CLAMP	11/04/24	23.36	34-5340-3210
590863	NIPPLE	11/04/24	49.86	34-5340-3210
590863	VALVE BALL	11/04/24	73.50	34-5340-3210
590863	VALVE BALL	11/04/24	23.86	34-5340-3210
590863	NIPPLE	11/04/24	15.46	34-5340-3210
590863	TEE	11/04/24	30.44	34-5340-3210
590863	BUSHING	11/04/24	7.48	34-5340-3210
590863	NIPPLE	11/04/24	4.69	34-5340-3210
590863	TAPE	11/04/24	7.05	34-5340-3210
591137	HOSE	11/20/24	116.90	34-5340-3210
591166	NIPPLE	11/21/24	14.17	34-5340-3210
591193	ELBOW	11/21/24	27.06	34-5340-3210
Total BISON PUMP & SUPPLY:			702.04	
BLACK HILLS ENERGY				
120424	GAS SERVICE	12/04/24	159.31	10-5100-2133
120424	GAS SERVICE	12/04/24	534.09	10-5301-2133
120424	GAS SERVICE	12/04/24	125.52	10-5306-2133
120424	GAS SERVICE	12/04/24	1,044.48-	10-5307-2133
120424	GAS SERVICE	12/04/24	1,044.48	31-5401-2133
120424	GAS SERVICE	12/04/24	117.47	31-5402-2133
120424	GAS SERVICE	12/04/24	260.95	32-5502-2133
120424	GAS SERVICE	12/04/24	322.97	34-5340-2133
120424	GAS SERVICE	12/04/24	43.73	10-5304-2133
Total BLACK HILLS ENERGY:			1,564.04	
BLACKBURN CATTLE CO				
36935	HAULING SOLID WASTE	10/28/24	449.40	34-5340-2158
36935	HAULING SOLID WASTE	10/28/24	449.40	34-5340-2158
36935	HAULING SOLID WASTE	10/28/24	449.40	34-5340-2158
36955	HAULING SOLID WASTE	11/14/24	449.40	34-5340-2158
36955	HAULING SOLID WASTE	11/14/24	449.40	34-5340-2158
36955	HAULING SOLID WASTE	11/14/24	449.40	34-5340-2158
36955	HAULING SOLID WASTE	11/14/24	449.40	34-5340-2158
36972	HAULING SOLID WASTE	11/11/24	449.40	34-5340-2158
36972	HAULING SOLID WASTE	11/11/24	449.40	34-5340-2158
36972	HAULING SOLID WASTE	11/11/24	449.40	34-5340-2158
36994	HAULING SOLID WASTE	11/18/24	449.40	34-5340-2158
36994	HAULING SOLID WASTE	11/18/24	449.40	34-5340-2158
37014	HAULING SOLID WASTE	11/25/24	449.40	34-5340-2158
37014	HAULING SOLID WASTE	11/25/24	449.40	34-5340-2158
37014	HAULING SOLID WASTE	11/25/24	449.40	34-5340-2158
37014	HAULING SOLID WASTE	11/25/24	449.40	34-5340-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total BLACKBURN CATTLE CO:			7,190.40	
BLOEDORN LUMBER - DOUGLAS				
621502	RETURN-GROUT	11/01/24	47.99-	10-5301-3210
8492679	CONCRETE PATCH	11/01/24	11.69	10-5301-3210
8493277	SLIP CAP	11/01/24	6.58	31-5401-3210
8499457	SCREWS	11/05/24	.46	10-5305-3210
8499457	SCREWS	11/05/24	2.98	10-5305-3210
8499457	SCREWS	11/05/24	.40	10-5305-3210
8505042	STEEL PICK	11/08/24	42.99	10-5306-3210
8505042	PLYWOOD	11/08/24	51.96	10-5306-3210
8509732	DOW BOARD	11/12/24	60.26	34-5340-3210
8509732	GLOVES	11/12/24	27.98	34-5340-3210
8510545	PLEXIGLASS	11/12/24	27.18	10-5304-3210
8510889	CAULK	11/12/24	7.49	10-5304-3210
8515803	AIR FITTING	11/15/24	4.79	34-5340-3210
8519648	COUPLER	11/18/24	10.99	31-5402-3210
8520417	COUPLER	11/18/24	21.98	32-5502-3210
8521510	ELECTRICAL TAPE	11/19/24	3.58	10-5304-3210
8522072	NUTS	11/19/24	28.99	10-5305-3210
8525861	CONCRETE MIX	11/21/24	67.86	10-5305-3210
8532507	TESTER	11/26/24	35.99	32-5502-3210
8532703	BALL VALVE	11/26/24	22.99	10-5304-3210
8532703	ADAPTER	11/26/24	25.98	10-5304-3210
8532703	PUSH ELBOW	11/26/24	23.98	10-5304-3210
8532703	PUSH TEE	11/26/24	15.99	10-5304-3210
8532703	BLADE	11/26/24	13.99	10-5304-3210
8532703	BUSHING	11/26/24	2.99	10-5304-3210
8532703	SEAL TAPE	11/26/24	1.49	10-5304-3210
8532703	SAND CLOTH	11/26/24	6.99	10-5304-3210
Total BLOEDORN LUMBER - DOUGLAS:			480.56	
BOMGAARS				
343974	FLAGGING RIBBON	11/01/24	3.29	10-5306-3210
343974	FASTENERS	11/01/24	14.90	10-5306-3210
345696	T-POST	11/07/24	109.80	34-5340-3210
345696	SPRAY PAINT	11/07/24	20.97	34-5340-3210
345724	MARKER	11/07/24	3.99	34-5340-3210
345724	SPRAY PAINT	11/07/24	6.99	34-5340-3210
347059	ASSEMBLY FILTER	11/12/24	14.99	34-5340-3210
347059	PLIERS	11/12/24	15.99	34-5340-3210
347059	AIR FILTER	11/12/24	34.99	34-5340-3210
347059	SOAP STONE	11/12/24	2.99	34-5340-3210
347059	SOAP STONE	11/12/24	2.49	34-5340-3210
347311	BULB	11/13/24	5.69	10-5302-3210
347311	DISPOSABLE GLOVES	11/13/24	47.98	10-5302-3210
347720	BATTERY	11/14/24	16.99	31-5401-3210
348693	BOLTS	11/18/24	54.18	10-5305-3210
348714	MAGNETIC PICKUP TOOL	11/18/24	8.99	10-5305-3210
348714	BOLTS	11/18/24	26.64	10-5305-3210
349134	CONCRETE BONDING	11/20/24	39.99	34-5340-3210
349134	BRUSH SET	11/20/24	4.99	34-5340-3210
349134	HEAT SHRINK TUBING	11/20/24	4.79	34-5340-3210
349134	WIRE CONNECTORS	11/20/24	6.99	34-5340-3210
349134	WEATHER STRIP	11/20/24	9.99	34-5340-3210
349134	CABLE PULLER	11/20/24	59.99	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
349134	RACHET BINDER	11/20/24	44.99	34-5340-3210
349142	FLOOD LIGHT	11/20/24	149.99	32-5502-3210
349299	U-BOLT	11/20/24	4.59	34-5340-3210
350898	ANTIFREEZE	11/26/24	11.96	10-5304-3210
Total BOMGAARS:			730.13	
BOYS & GIRLS CLUB OF DOUGLAS				
2027-OCT	FUNDING ALLOCATION AGREEMENT	11/14/24	2,500.00	10-5110-8746
Total BOYS & GIRLS CLUB OF DOUGLAS:			2,500.00	
BUSINESS CENTER				
13474	RULER	11/08/24	2.70	10-5100-3210
13474	CARD STOCK	11/08/24	24.12	10-5100-3210
13521	CALCULATOR RIBBONS	11/12/24	6.86	10-5100-3201
13521	INK CARTRIDGE	11/12/24	29.21	10-5100-3201
13521	PAPER	11/12/24	204.00	10-5100-3201
13521	POST IT FLAGS	11/12/24	13.54	10-5100-3201
13521	POST IT FLAGS	11/12/24	13.54	10-5100-3201
13521	POST IT FLAGS	11/12/24	13.54	10-5100-3201
13521	POST IT FLAGS	11/12/24	13.54	10-5100-3201
13524	PENCIL LEAD REFILL	11/12/24	6.41	10-5100-3201
13620	INK CARTRIDGE	11/18/24	338.26	10-5100-3201
13620	PAPER	11/18/24	86.72	10-5100-3201
13620	PAPER	11/18/24	326.40	10-5100-3201
13620	POST IT FLAGS	11/18/24	7.30	10-5100-3201
13620	CARD STOCK	11/18/24	23.81	10-5100-3210
13620	PLASTIC KNIVES	11/18/24	82.44	10-5100-3230
13620	PLATES	11/18/24	170.25	10-5100-3230
13631	NOTARY GOLD FOIL SEALS	11/19/24	12.72	10-5100-3201
13638	PAPER CLIPS	11/19/24	3.16	31-5401-3210
13638	TAPE REFILLS	11/19/24	20.08	31-5401-3210
13679	SECRET SANTA FLYERS	11/21/24	26.00	10-5201-3210
Total BUSINESS CENTER:			1,424.60	
CAMERA SECURITY NOW				
1845324	TURING SKYSHIELD 360	10/10/24	15,000.00	13-5820-3220
Total CAMERA SECURITY NOW:			15,000.00	
CANDO - DBA THE ENTERPRISE				
1124	FACADE PROGRAM REIMBURSEMENT	11/18/24	12,191.53	41-5410-2158
Total CANDO - DBA THE ENTERPRISE:			12,191.53	
CDW-G				
AB3JT4H	SAMSUNG GALAXY COMPUTERS	10/28/24	1,601.46	10-5103-3220
AB3JT4H	KEYBOARD/CASE	10/28/24	314.04	10-5103-3220
AB4QD5X	LENOVO THINK COMPUTER	11/06/24	860.23	10-5103-3220
AB53N72	TONER CARTRIDGE	11/15/24	111.36	10-5103-3220
AB53N72	TONER CARTRIDGE	11/15/24	111.36	10-5103-3220
AB53N72	TONER CARTRIDGE	11/15/24	111.36	10-5103-3220
AB5GY4F	ADOBE ACROBAT	11/12/24	1,100.28	10-5103-3220
AB5WT6W	DESKTOP SPEAKERS	11/14/24	16.69	10-5103-3220
AB6AZ9Y	WEBCAM	11/18/24	61.70	31-5401-3210
AB6AZ9Y	WEBCAM	11/18/24	61.70	31-5402-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
AB6BB5W	VEEAM BACKUP	11/18/24	4,790.20	10-5103-3220
AB6LE4D	TV	11/20/24	678.90	10-5103-3220
AB6LE4D	TV	11/20/24	1,339.20	10-5103-3220
Total CDW-G:			11,158.48	
CENTURYLINK				
120424	TELEPHONE SERVICES	12/04/24	54.71	10-5307-2134
Total CENTURYLINK:			54.71	
CITIES DIGITAL INC				
61817	LASHERFICHE ANNUAL SUPPORT	10/30/24	1,578.04	10-5103-2156
Total CITIES DIGITAL INC:			1,578.04	
CITY OF CASPER				
629433	LANDFILL FEES	10/03/24	1,765.40	34-5340-2158
630077	LANDFILL FEES	10/30/24	1,393.60	34-5340-2158
630099	LANDFILL FEES	10/31/24	1,753.05	34-5340-2158
630113	LANDFILL FEES	11/01/24	1,762.80	34-5340-2158
630159	LANDFILL FEES	11/04/24	1,797.90	34-5340-2158
630160	LANDFILL FEES	11/04/24	1,491.10	34-5340-2158
630192	LANDFILL FEES	11/05/24	1,589.90	34-5340-2158
630221	LANDFILL FEES	11/06/24	1,436.50	34-5340-2158
630248	LANDFILL FEES	11/07/24	1,404.00	34-5340-2158
630283	LANDFILL FEES	11/08/24	1,489.80	34-5340-2158
630346	LANDFILL FEES	11/12/24	1,363.05	34-5340-2158
630347	LANDFILL FEES	11/12/24	1,294.80	34-5340-2158
630403	LANDFILL FEES	11/13/24	1,563.25	34-5340-2158
630432	LANDFILL FEES	11/14/24	1,777.75	34-5340-2158
630461	LANDFILL FEES	11/15/24	1,415.70	34-5340-2158
630461	LANDFILL FEES	11/15/24	1,366.30	34-5340-2158
630509	LANDFILL FEES	11/18/24	1,483.95	34-5340-2158
630554	LANDFILL FEES	11/19/24	1,220.05	34-5340-2158
630554	LANDFILL FEES	11/19/24	1,489.15	34-5340-2158
630582	LANDFILL FEES	11/20/24	1,242.15	34-5340-2158
630616	LANDFILL FEES	11/21/24	1,378.65	34-5340-2158
630647	LANDFILL FEES	11/22/24	1,314.95	34-5340-2158
630647	LANDFILL FEES	11/22/24	1,511.25	34-5340-2158
630719	LANDFILL FEES	11/26/24	1,546.35	34-5340-2158
Total CITY OF CASPER:			35,851.40	
CITY OF DOUGLAS-PETTY CASH				
341	REPLENISH PETTY CASH-TITLE	10/30/24	15.00	10-5100-3210
342	REPLENISH PETTY CASH-LICENSE PLATE	11/15/24	2.00	10-5100-3210
344	REPLENISH PETTY CASH-LICENSE PLATE	11/18/24	10.00	10-5100-3210
345	REPLENISH PETTY CASH-RECORDING FEES	11/22/24	48.00	10-5100-3210
346	REPLENISH PETTY CASH-RECORDING FEES	11/27/24	51.00	10-5100-3210
Total CITY OF DOUGLAS-PETTY CASH:			126.00	
CITY OF DOUGLAS-UTILITY PMNT				
110724	WATER/SEWER/SANITATION	11/07/24	263.63	10-5100-2132
110724	WATER/SEWER/SANITATION	11/07/24	346.68	10-5301-2132
110724	WATER/SEWER/SANITATION	11/07/24	1,131.10	10-5304-2132
110724	WATER/SEWER/SANITATION	11/07/24	80.90	10-5306-2132

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
110724	WATER/SEWER/SANITATION	11/07/24	42.29	10-5307-2132
110724	WATER/SEWER/SANITATION	11/07/24	111.41	31-5401-2132
110724	WATER/SEWER/SANITATION	11/07/24	4,354.55	31-5402-2132
110724	WATER/SEWER/SANITATION	11/07/24	286.13	32-5501-2132
110724	WATER/SEWER/SANITATION	11/07/24	26.41	32-5502-2132
17952	BULK WATER	08/30/24	58.05	32-5502-3210
17952	BULK WATER	08/30/24	20.20	32-5502-3210
17952	BULK WATER	08/30/24	52.75	10-5305-3210
17952	BULK WATER	08/30/24	6.00	10-5305-3210
17952	BULK WATER	08/30/24	48.50	10-5305-3210
17952	BULK WATER	08/30/24	15.25	10-5304-3210
18067	LANDFILL CHARGES	11/08/24	18,294.00	33-5600-2158
18076	LANDFILL CHARGES	11/14/24	17,487.00	33-5600-2158
18088	LANDFILL CHARGES	11/25/24	18,093.00	33-5600-2158
18098	LANDFILL CHARGES	11/27/24	16,180.50	33-5600-2158
Total CITY OF DOUGLAS-UTILITY PMNT:			76,898.35	
CIVIL ENGINEERING PROFESSIONAL				
24-049-02	ENGINEERING-POOL BIDDING	10/30/24	1,350.00	55-5550-2153
Total CIVIL ENGINEERING PROFESSIONAL:			1,350.00	
COMPRESSION LEASING SERVICES INC				
258784	AIR FILTER	10/24/24	66.00	10-5302-3210
258784	AIR FILTER	10/24/24	44.00	10-5302-3210
258784	HYDRAULIC FILTER	10/24/24	69.00	10-5302-3210
258784	FUEL FILTER	10/24/24	74.00	10-5302-3210
258784	OIL FILTER	10/24/24	33.00	10-5302-3210
258784	FUEL/WATER SEPARATOR	10/24/24	35.00	10-5302-3210
258784	SHIPPING	10/24/24	25.00	10-5302-3210
Total COMPRESSION LEASING SERVICES INC:			346.00	
CONVERSE COUNTY				
112124	JOINT JUSTICE EXPENDITURES	11/21/24	31,521.65	10-5111-8760
112124	JOINT JUSTICE EXPENDITURES	11/21/24	54,359.53	10-5111-8760
Total CONVERSE COUNTY:			85,881.18	
CONVERSE COUNTY SHERIFF				
102024	BOOKING FEES	10/31/24	120.00	10-5201-2161
Total CONVERSE COUNTY SHERIFF:			120.00	
COY, DEBRA J				
112724	JANITORIAL SERVICES	11/27/24	2,200.00	10-5100-2158
Total COY, DEBRA J:			2,200.00	
CRIMSON FIRE PROTECTION LLC				
3056	6 YEAR TEARDOWN & RECHARGE	10/24/24	139.00	10-5100-2158
Total CRIMSON FIRE PROTECTION LLC:			139.00	
DANA KEPNER COMPANY OF WY				
2239067-00	COUPLER	11/04/24	937.50	31-5402-3210
2239067-00	METER ENDS	11/04/24	496.25	31-5403-3220

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
2239166-00	FLANGE BOLT PACK	11/18/24	78.20	31-5402-3210
Total DANA KEPNER COMPANY OF WY:			1,511.95	
DECKER AUTO GLASS				
IDG005795	WINDSHIELD	11/15/24	404.80	31-5401-2155
IDG005795	ADHESIVE & PRIMER	11/15/24	30.00	31-5401-2155
IDG005795	LABOR	11/15/24	85.00	31-5401-2155
IDG005795	DISPOSAL FEES	11/15/24	7.50	31-5401-2155
Total DECKER AUTO GLASS:			527.30	
DOUGLAS BUDGET				
5981	BID-CLEARFIELD PUMP STATION	10/02/24	120.00	10-5100-2115
5985	NOTICE OF FINAL PAYMENT	10/02/24	60.00	10-5100-2115
5986	NOTICE OF FINAL PAYMENT	10/09/24	60.00	10-5100-2115
6103	MINUTES	10/02/24	495.00	10-5100-2115
6104	PLANNING COMMISSION APPLICATIONS	10/02/24	45.00	10-5100-2115
6105	PLANNING COMMISSION APPLICATIONS	10/09/24	45.00	10-5100-2115
6106	NOTICE OF FINAL PAYMENT	10/02/24	60.00	10-5100-2115
6107	NOTICE OF FINAL PAYMENT	10/09/24	60.00	10-5100-2115
6108	NOTICE OF FINAL PAYMENT	10/16/24	60.00	10-5100-2115
6358	PUBLIC HEARING	10/16/24	45.00	10-5100-2115
6429	MINUTES	10/23/24	600.00	10-5100-2115
6430	WARRANT REGISTER	10/23/24	660.00	10-5100-2115
6431	NOTICE OF FINAL PAYMENT	10/23/24	60.00	10-5100-2115
6432	NOTICE OF FINAL PAYMENT	10/30/24	60.00	10-5100-2115
6506	PUBLIC HEARING-P&Z	10/30/24	75.00	10-5100-2115
Total DOUGLAS BUDGET:			2,505.00	
DOUGLAS HARDWARE HANK LLC				
365810	WAX RING	10/31/24	2.59	10-5304-3210
365810	TOILET SEAT	10/31/24	29.99	10-5304-3210
365814	BAR/CHAIN OIL	10/31/24	42.00	10-5306-3210
365818	WAX RING	10/31/24	3.99	10-5304-3210
365821	RETURN-WAX RING	10/31/24	2.59-	10-5304-3210
365833	BOLTS	10/31/24	3.90	10-5305-3210
365833	NUTS	10/31/24	3.30	10-5305-3210
365833	WASHERS	10/31/24	1.80	10-5305-3210
365833	WASHERS	10/31/24	1.32	10-5305-3210
365885	BATTERIES	11/04/24	11.99	31-5401-3210
365894	ICE SCRAPER/BRUSH	11/04/24	47.97	34-5340-3210
365894	CONTROL WELL PUMP	11/04/24	89.99	34-5340-3210
365894	RID-X SEPTIC TREATMENT	11/04/24	29.98	34-5340-3210
365937	CHAIN	11/05/24	7.98	31-5402-3210
365942	FASTENERS	11/05/24	2.78	10-5305-3210
365958	FASTENERS	11/05/24	1.60	34-5340-3210
365968	ELBOW	11/06/24	6.59	34-5340-3210
365968	TEE	11/06/24	17.97	34-5340-3210
365968	NIPPLE	11/06/24	5.37	34-5340-3210
365968	NIPPLE	11/06/24	4.17	34-5340-3210
365975	PAINT	11/06/24	41.99	31-5402-3210
366027	SAW BLADE	11/07/24	38.99	34-5340-3210
366047	TAPE MEASURE	11/08/24	5.99	10-5306-3210
366149	SPRAY PAINT	11/12/24	17.97	10-5304-3210
366204	ENTRY LEVEL	11/13/24	74.99	34-5340-3210
366204	PAINT MARKER	11/13/24	19.98	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
366213	CABLE TIES	11/14/24	9.99	10-5304-3210
366213	CAULK	11/14/24	4.59	10-5304-3210
366230	FASTENERS	11/14/24	4.25	10-5306-3210
366244	PAPER TOWELS	11/14/24	55.96	32-5501-3210
366244	TISSUE	11/14/24	17.18	32-5501-3210
366244	TOILET PAPER	11/14/24	25.98	32-5501-3210
366271	LADDER	11/15/24	429.99	32-5502-3210
366272	KEYS	11/15/24	12.00	10-5304-3210
366319	ANCHOR BOLTS	11/18/24	1.89	10-5301-3210
366321	CABLE TIES	11/18/24	14.99	10-5304-3210
366322	AIR HOSE	11/18/24	18.99	31-5402-3210
366322	AIR PLUG	11/18/24	2.99	31-5402-3210
366341	BATTERIES	11/18/24	13.18	10-5106-3210
366342	SUPER GLUE	11/18/24	4.99	34-5340-3210
366342	ROPE	11/18/24	35.99	34-5340-3210
366342	DOOR OPENER TRANSMITTER	11/18/24	49.99	34-5340-3210
366342	SPRAY ADHESIVE	11/18/24	8.59	34-5340-3210
366342	FASTENERS	11/18/24	5.96	34-5340-3210
366378	NUT	11/20/24	.20	10-5306-3210
366378	BOLT	11/20/24	.50	10-5306-3210
366380	CEMENT PVC	11/20/24	13.99	31-5401-3210
366380	ADAPTER	11/20/24	17.99	31-5401-3210
366380	COUPLER	11/20/24	7.99	31-5401-3210
366380	PIPE PVC	11/20/24	79.98	31-5401-3210
366392	GLOVES	11/21/24	34.99	32-5502-3210
366397	FASTENERS	11/21/24	6.58	31-5402-3210
366397	CUTTING WHEEL	11/21/24	20.97	31-5402-3210
366397	GRINDING WHEEL	11/21/24	4.59	31-5402-3210
366397	GRINDING WHEEL	11/21/24	9.98	31-5402-3210
366411	PAINT	11/21/24	9.99	32-5501-3210
366420	BALL VALVE	11/21/24	64.99	31-5402-3210
366433	LYSOL WIPES	11/22/24	8.59	10-5304-3210
366433	HITCH PIN & CLIP	11/22/24	4.99	10-5304-3210
366434	RETURN-HITCH PIN & CLIP	11/22/24	4.99-	10-5304-3210
366437	CABLE	11/22/24	19.99	31-5401-3210
366437	BUCKET LID	11/22/24	2.59	31-5401-3210
366472	GLASS CLEANER	11/25/24	6.78	10-5306-3210
366486	BATTERY	11/26/24	8.59	32-5502-3210
Total DOUGLAS HARDWARE HANK LLC:			1,549.38	
EMBLEMS INC				
47169	CCT PATCHES	10/31/24	245.00	10-5202-3233
Total EMBLEMS INC:			245.00	
ENERGY LABORATORIES INC				
671240	WATER SAMPLING	11/07/24	152.00	31-5401-2158
671242	WASTEWATER SAMPLING	11/07/24	66.00	32-5501-2158
671244	WASTEWATER SAMPLING	11/07/24	66.00	32-5501-2158
673028	WATER SAMPLING	11/15/24	114.00	31-5401-2158
673772	WASTEWATER SAMPLING	11/19/24	395.00	32-5501-2158
673773	WASTEWATER SAMPLING	11/19/24	180.00	32-5501-2158
Total ENERGY LABORATORIES INC:			973.00	
FERGUSON ENTERPRISES				
1571598	GATE VALVE	11/08/24	130.22	31-5402-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total FERGUSON ENTERPRISES:			130.22	
FLOWPOINT ENVIRONMENTAL SYSTEMS INC				
SU10322	MAINTENANCE AGREEMENT	11/07/24	1,095.00	31-5402-2156
Total FLOWPOINT ENVIRONMENTAL SYSTEMS INC:			1,095.00	
FLOYD'S TRUCK CENTER WY				
X302072815:01	WARRANTY RETURN-VALVE	10/17/24	45.09-	33-5600-3210
X302073748:01	PRESSURE SENSOR	11/18/24	230.95	33-5600-3210
X302073748:01	SHIPPING	11/18/24	20.00	33-5600-3210
Total FLOYD'S TRUCK CENTER WY:			205.86	
FORSGREN ASSOCIATES INC				
2410445	WATER CONSULTANT SERVICES	10/25/24	666.25	31-5856-2153
Total FORSGREN ASSOCIATES INC:			666.25	
FREMONT MOTORS CASPER				
145160	COOLANT VALVE	11/13/24	238.00	10-5202-3210
145231	BED CAP	11/14/24	137.48	10-5202-3210
Total FREMONT MOTORS CASPER:			375.48	
GATHERING INC				
11	FUNDING ALLOCATION AGREEMENT	11/12/24	402.10	10-5110-8730
Total GATHERING INC:			402.10	
GRANITE TELECOMMUNICATIONS				
66637363	TELEPHONE SERVICES	11/01/24	164.44	10-5100-2134
66637363	TELEPHONE SERVICES	11/01/24	80.09	10-5301-2134
66637363	TELEPHONE SERVICES	11/01/24	160.00	32-5501-2134
Total GRANITE TELECOMMUNICATIONS:			404.53	
H & H ELECTRIC LLC				
339012	REPAIRS-MEADOWLARK LIFT STATION	10/24/24	785.94	31-5402-2155
Total H & H ELECTRIC LLC:			785.94	
H SPEAR WELDING AND FABRICATION				
1701	REPAIR-REPLACE PIPE	10/28/24	2,337.50	34-5340-2155
1701	PIPE COLLARS	10/28/24	17.52	34-5340-2155
1701	ALUMINIUM PLATE	10/28/24	45.00	34-5340-2155
Total H SPEAR WELDING AND FABRICATION:			2,400.02	
HARD HEAD VETERANS				
HHV104534	BALLISTIC HELMETS	11/20/24	2,612.50	10-5202-3220
Total HARD HEAD VETERANS:			2,612.50	
HAWKINS INC				
6915592	CYLINDERS	11/15/24	200.00	31-5401-3210
6922729	CHLORINE CYLINDER	11/19/24	343.26	31-5401-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
6922729	FREIGHT/FUEL	11/19/24	25.00	31-5401-3210
6922729	CHLORINE CYLINDER	11/19/24	686.52	32-5501-3210
6922729	SULFUR DIOXIDE CYLINDER	11/19/24	236.49	32-5501-3210
6922729	FREIGHT/FUEL	11/19/24	30.00	32-5501-3210
Total HAWKINS INC:			1,521.27	
HEINTZ SURVEYING & ENGINEERING LLC				
2024020	GIS SUPPORT	11/01/24	371.25	10-5106-2158
Total HEINTZ SURVEYING & ENGINEERING LLC:			371.25	
HOMAX OIL SALES INC				
0690086-IN	DRUM DEPOSIT	10/21/24	25.00	10-5302-3237
0690086-IN	DRUM CREDIT	10/21/24	40.00-	10-5302-3237
0690086-IN	OIL	10/21/24	668.25	10-5302-3237
0691478-IN	DIESEL	11/01/24	1,613.05	34-5340-3235
0691531-IN	DIESEL EXHAUST FLUID	11/01/24	346.50	10-5302-3237
0691531-IN	DRUM DEPOSIT	11/01/24	100.00	10-5302-3237
0691531-IN	DRUM CREDIT	11/01/24	100.00-	10-5302-3237
0693338-IN	DIESEL	11/20/24	1,938.16	34-5340-3235
0693705-IN	PUMP OIL	11/21/24	102.75	10-5302-3237
CL30506	FUEL	10/31/24	83.61	10-5100-3235
CL30506	FUEL	10/31/24	84.39	10-5106-3235
CL30506	FUEL	10/31/24	70.13	10-5201-3235
CL30506	FUEL	10/31/24	2,648.55	10-5202-3235
CL30506	FUEL	10/31/24	73.41	10-5302-3235
CL30506	FUEL	10/31/24	1,086.22	10-5304-3235
CL30506	FUEL	10/31/24	2,748.83	10-5305-3235
CL30506	FUEL	10/31/24	193.71	10-5306-3235
CL30506	FUEL	10/31/24	160.40	31-5401-3235
CL30506	FUEL	10/31/24	663.36	31-5402-3235
CL30506	FUEL	10/31/24	102.91	31-5403-3235
CL30506	FUEL	10/31/24	160.39	32-5501-3235
CL30506	FUEL	10/31/24	663.31	32-5502-3235
CL30506	FUEL	10/31/24	2,041.13	33-5600-3235
CL30506	FUEL	10/31/24	192.22	34-5340-3235
CL30506	FUEL	10/31/24	98.84	10-5301-3235
Total HOMAX OIL SALES INC:			15,725.12	
JENSEN, MICHELLE				
111424	UTILITY DEPOSIT REFUND	11/14/24	159.51	96-20000229
Total JENSEN, MICHELLE:			159.51	
JOE JOHNSON EQUIPMENT LLC				
PO2362	CASTER WHEEL ASSEMBLY	11/26/24	944.46	10-5305-3210
PO2362	SHIPPING	11/26/24	25.87	10-5305-3210
Total JOE JOHNSON EQUIPMENT LLC:			970.33	
JTL GROUP/DBA KNIFE RIVER, INC				
349756	ASPHALT	11/05/24	728.91	10-5305-2155
350286	ASPHALT	11/14/24	719.12	10-5305-2155
350843	ASPHALT	11/22/24	712.89	10-5305-2155

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total JTL GROUP/DBA KNIFE RIVER, INC:			2,160.92	
KOIS EQUIPMENT CO				
58603	DUMPSTERS	11/13/24	6,670.00	33-5600-3220
58603	DUMPSTERS	11/13/24	21,456.00	33-5600-3220
58603	FREIGHT	11/13/24	1,500.00	33-5600-3220
58892	KUEPER 4' GK5 SECTION	11/13/24	1,286.40	10-5305-3210
58892	KUEPER 3' GK5 SECTION	11/13/24	482.40	10-5305-3210
58892	CURB GUARD	11/13/24	325.00	10-5305-3210
Total KOIS EQUIPMENT CO:			31,719.80	
L N CURTIS & SONS				
877003	UNIFORM SHIRTS	10/17/24	179.97	10-5202-3233
882441	UNIFORM SHIRTS	10/31/24	501.15	10-5202-3233
Total L N CURTIS & SONS:			681.12	
LARAMIE PEAK HUMANE SOCIETY				
112624	RESTITUTION PAYMENT	11/26/24	20.00	10-20000206
2024.19 OCT	FUNDING ALLOCATION AGREEMENT	11/13/24	8,333.33	10-5110-8734
Total LARAMIE PEAK HUMANE SOCIETY:			8,353.33	
LEXISNEXIS RISK DATA MANAGMENT INC				
1100023828-SEPT	ACCURINT INFORMATION SERVICES	09/30/24	109.27	10-5202-2156
1100036305-OCT	ACCURINT INFORMATION SERVICES	10/31/24	109.27	10-5202-2156
Total LEXISNEXIS RISK DATA MANAGMENT INC:			218.54	
LIMMER ROOFING INC				
24-202	WTP ROOF REPLAEMENT	09/13/24	74,969.00	31-5401-6542
Total LIMMER ROOFING INC:			74,969.00	
LITHIA OF CASPER LLC				
329811	MODE ACTUATOR	11/14/24	94.51	31-5402-3210
Total LITHIA OF CASPER LLC:			94.51	
MIDLAND IMPLEMENT CO				
275616001	HEADLAMP ASSEMBLY	11/06/24	27.28	10-5304-3210
275616001	SHIPPING	11/06/24	22.54	10-5304-3210
Total MIDLAND IMPLEMENT CO:			49.82	
MIDWEST CONNECT				
706187	INK CARTRIDGE	11/06/24	241.00	10-5100-3210
706187	SEALING SOLUTION	11/06/24	40.00	10-5100-3210
706187	FREIGHT	11/06/24	20.00	10-5100-3210
Total MIDWEST CONNECT:			301.00	
NEVEREST EQUIPMENT COMPANY				
6232	CO2 CYLINDERS	11/21/24	56.98	32-5502-3210
6232	SHIPPING	11/21/24	9.00	32-5502-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total NEVEREST EQUIPMENT COMPANY:			65.98	
NORCO INC				
42041332	GLOVES	11/01/24	41.55	34-5340-3210
42041332	LENS CLEANER	11/01/24	12.25	34-5340-3210
42043525	WELDING HELMET	11/01/24	163.28	34-5340-3210
42043525	NOZZLE DIP	11/01/24	10.34	34-5340-3210
42043525	DELIVERY	11/01/24	19.50	34-5340-3210
42090525	GLOVES	11/08/24	14.98	34-5340-3210
42141737	WIRE	11/15/24	13.46	34-5340-3210
42193391	FACE SHIELD	11/22/24	31.80	34-5340-3210
42196826	SAFETY GLASSES	11/22/24	49.68	31-5402-3210
42196826	FIRST AID KIT	11/22/24	198.51	31-5402-3210
42196826	EAR PLUGS	11/22/24	39.12	31-5402-3210
42196826	GLOVES	11/22/24	103.02	31-5402-3210
42210230	GLOVES	11/25/24	24.50	10-5302-3210
42210230	LENS CLEANING TOWELETTES	11/25/24	14.94	10-5302-3210
42210230	GLOVES	11/25/24	31.04	10-5302-3210
42210230	GLOVES	11/25/24	13.85	10-5302-3210
Total NORCO INC:			781.82	
NORMONT EQUIPMENT COMPANY				
32916	HEATING OIL PUMP	11/15/24	261.00	10-5305-3210
32916	FREIGHT	11/15/24	25.89	10-5305-3210
Total NORMONT EQUIPMENT COMPANY:			286.89	
NV5 INC				
413054	OWNERS REPRESENTATIVE	10/29/24	9,078.86	57-5571-2153
Total NV5 INC:			9,078.86	
ONE CALL OF WYOMING				
73193	UTILITY LINE LOCATES	11/11/24	97.87	31-5402-2120
73193	UTILITY LINE LOCATES	11/11/24	97.88	32-5502-2120
73194	UTILITY LINE LOCATES	11/11/24	4.50	10-5304-2120
Total ONE CALL OF WYOMING:			200.25	
O'REILLY AUTOMOTIVE INC				
296910	BRAKE PAD SPREADER	10/30/24	49.99	10-5302-3220
297631	BRAKE CLEANER	11/04/24	41.88	34-5340-3210
297631	MINI LAMP	11/04/24	8.34	34-5340-3210
297631	IMPACT SET	11/04/24	22.99	34-5340-3210
297631	ADAPTER SET	11/04/24	12.99	34-5340-3210
297810	WIPER BLADES	11/06/24	12.72	34-5340-3210
297980	ALTERNATOR	11/07/24	171.69	10-5305-3210
297980	CORE CHARGE	11/07/24	30.00	10-5305-3210
297989	RETURN-CORE	11/07/24	30.00-	10-5305-3210
298029	AIR FILTER	11/07/24	57.82	10-5302-3210
298029	OIL	11/07/24	27.99	10-5302-3237
298695	HEX KEY SET	11/12/24	14.99	10-5302-3220
298769	MIRROR	11/13/24	15.99	33-5600-3210
299399	GREASE GUN	11/18/24	54.99	10-5302-3220
300645	PRESSURE SENSOR	11/27/24	100.51	10-5305-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total O'REILLY AUTOMOTIVE INC:			592.89	
PARTSONE LLC				
45381	PARTS SOLVENT	11/02/24	208.98	10-5302-3237
45591	CONTROL VALVE	11/06/24	42.33	34-5340-3210
45610	AIR LINE FITTINGS	11/06/24	9.02	34-5340-3210
45610	COUPLER	11/06/24	7.58	34-5340-3210
45610	COUPLER	11/06/24	9.18	34-5340-3210
45610	COUPLER	11/06/24	7.58	34-5340-3210
45610	COUPLER	11/06/24	9.18	34-5340-3210
45610	CONNECTOR	11/06/24	15.02	34-5340-3210
45610	SWIVEL	11/06/24	21.96	34-5340-3210
45610	AIR LINE FITTINGS	11/06/24	3.08	34-5340-3210
45610	COIL	11/06/24	57.00	34-5340-3210
45675	CONTROL VALVE	11/07/24	14.11	34-5340-3210
45677	AIR LINE FITTINGS	11/07/24	9.90	34-5340-3210
45677	RETURN-AIR LINE FITTINGS	11/07/24	9.02-	34-5340-3210
45678	AIR LINE FITTINGS	11/07/24	9.02	34-5340-3210
45679	RETURN-AIR LINE FITTINGS	11/07/24	9.02-	34-5340-3210
45679	AIR LINE FITTINGS	11/07/24	9.90	34-5340-3210
45773	COUPLER	11/08/24	15.16	34-5340-3210
45804	LIGHT BULBS	11/08/24	5.73	10-5302-3210
45819	AIR LINE FITTINGS	11/08/24	8.42	34-5340-3210
46269	REEL HOSE	11/15/24	14.40	34-5340-3210
46269	HOSE FITTINGS	11/15/24	79.20	34-5340-3210
46269	ASSEMBLY	11/15/24	6.00	34-5340-3210
46404	ANTIFREEZE	11/18/24	31.47	10-5306-3210
46516	RETURN-BELT	11/19/24	26.20-	34-5340-3210
46516	RETURN-IDLER PULLEY	11/19/24	36.08-	34-5340-3210
46968	SANDING DISC	11/26/24	34.18	10-5302-3210
47018	RUB TRACTOR LGT	11/27/24	31.22	33-5600-3210
Total PARTSONE LLC:			579.30	
PEASLEY & ARMSTRONG LLP				
1548	LEGAL SERVICES	11/04/24	6,288.47	10-5100-2151
1548	LEGAL SERVICES	11/04/24	2,020.00	10-5105-2151
Total PEASLEY & ARMSTRONG LLP:			8,308.47	
POINTVIEW PRODUCTS LLC				
46758000	CHALLENGE COINS	11/06/24	300.00	10-5201-3210
46758000	SHIPPING	11/06/24	15.00	10-5201-3210
Total POINTVIEW PRODUCTS LLC:			315.00	
PTOLEMY GROUP INC				
10270	OFFICE 365	11/01/24	1,759.20	10-5103-2158
Total PTOLEMY GROUP INC:			1,759.20	
QUILL CORPORATION				
41454086	TELEPHONE CORD DETANGLER	11/07/24	9.15	10-5100-3201
41474762	PHONE CORD	11/11/24	17.42	10-5100-3201
Total QUILL CORPORATION:			26.57	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
RADDCO LLC				
90681	ROCKER SWITCH	09/05/24	8.60	31-5402-3210
94998	BATTERY	11/04/24	113.11	10-5202-3210
95069	FLOOR DRY	11/05/24	44.16	10-5305-3210
95289	OIL FILTER	11/07/24	2.65	10-5302-3210
95306	AIR FILTER	11/07/24	5.93	10-5302-3210
95349	BATTERY	11/08/24	150.34	10-5100-3210
95383	CABIN FILTER	11/08/24	8.60	10-5302-3210
95539	GASKET SET	11/12/24	31.90	10-5202-3210
95589	CABIN FILTER	11/13/24	18.70	10-5302-3210
95652	FLOOR DRY	11/13/24	14.72	10-5305-3210
95653	FLOOR DRY	11/13/24	103.04	10-5302-3210
95923	BATTERY	11/18/24	300.68	10-5306-3210
95974	HAND SOAP	11/19/24	41.44	10-5302-3210
96125	BATTERY	11/21/24	146.25	34-5340-3210
96217	GLASS CLEANER	11/22/24	40.92	10-5302-3210
96439	AIR DRYER	11/26/24	88.88	10-5302-3210
96439	POWER STEERING	11/26/24	33.90	10-5302-3210
96457	RAGS	11/26/24	40.00	10-5302-3210
Total RADDCO LLC:			1,193.82	
RAMSHORN CONSTRUCTION INC				
22-034-4	S 2ND & 3RD ST PROJECT	10/26/24	102,597.30	56-5560-6544
22-034-4	RETAINAGE-S 2ND & 3RD ST PROJECT	10/26/24	5,129.86-	56-20000210
22-034-4	S 2ND & 3RD ST PROJECT	10/26/24	144,206.20	32-5852-6544
22-034-4	RETAINAGE-S 2ND & 3RD ST PROJECT	10/26/24	7,210.31-	32-20000210
22-034-4	S 2ND & 3RD ST PROJECT	10/26/24	18,809.50	31-5840-6544
22-034-4	RETAINAGE-S 2ND & 3RD ST PROJECT	10/26/24	940.48-	31-20000210
22-034-5	S 2ND & 3RD ST PROJECT	11/25/24	27,982.81	31-5840-6544
22-034-5	RETAINAGE-S 2ND & 3RD ST PROJECT	11/25/24	1,399.14-	31-20000210
22-034-5	S 2ND & 3RD ST PROJECT	11/25/24	214,534.91	32-5852-6544
22-034-5	RETAINAGE-S 2ND & 3RD ST PROJECT	11/25/24	10,726.75-	32-20000210
22-034-5	S 2ND & 3RD ST PROJECT	11/25/24	152,633.53	56-5560-6544
22-034-5	RETAINAGE-S 2ND & 3RD ST PROJECT	11/25/24	7,631.68-	56-20000210
Total RAMSHORN CONSTRUCTION INC:			627,726.03	
ROCKY MOUNTAIN POWER				
120424	ELECTRICITY SERVICES	12/04/24	8,229.23	10-5100-2131
120424	ELECTRICITY SERVICES	12/04/24	135.46	10-5201-2131
120424	ELECTRICITY SERVICES	12/04/24	682.85	10-5301-2131
120424	ELECTRICITY SERVICES	12/04/24	1,469.57	10-5304-2131
120424	ELECTRICITY SERVICES	12/04/24	195.04	10-5306-2131
120424	ELECTRICITY SERVICES	12/04/24	165.95	10-5307-2131
120424	ELECTRICITY SERVICES	12/04/24	6,214.17	31-5401-2131
120424	ELECTRICITY SERVICES	12/04/24	1,631.01	31-5402-2131
120424	ELECTRICITY SERVICES	12/04/24	6,894.67	32-5501-2131
120424	ELECTRICITY SERVICES	12/04/24	816.81	32-5502-2131
120424	ELECTRICITY SERVICES	12/04/24	678.01	34-5340-2131
Total ROCKY MOUNTAIN POWER:			27,112.77	
SAFARILAND LLC/DEFENSE TECHNOLOGY LLC				
26610	IMPACT SPONGE	10/02/24	330.00	10-5202-3210
26610	DIRECT IMPACT	10/02/24	174.25	10-5202-3210
26610	FOGGER	10/02/24	153.90	10-5202-3210
26610	MK9 VAPOR	10/02/24	140.10	10-5202-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
26610	SHOT TRAINING KIT	10/02/24	1,382.30	10-5202-3210
Total SAFARILAND LLC/DEFENSE TECHNOLOGY LLC:			2,180.55	
SAFEWAY STORES				
725344	SUGAR	11/08/24	7.49	10-5100-3230
725344	COFFEE PODS	11/08/24	43.98	10-5100-3230
725344	COFFEE	11/08/24	69.96	10-5100-3230
725344	BANDAGES	11/08/24	6.99	10-5100-3210
Total SAFEWAY STORES:			128.42	
SUPERIOR SIGNS & SUPPLY LLC				
30169	5TH CENT SIGNS	11/07/24	86.40	10-5305-3210
30186	SNOW SIGNS	11/26/24	684.60	10-5305-3210
Total SUPERIOR SIGNS & SUPPLY LLC:			771.00	
THE BODY SHOP LLC				
110424	FITNESS BENEFIT-MEMBERSHIP FEES	11/04/24	10.00	10-5100-1032
110424	FITNESS BENEFIT-MEMBERSHIP FEES	11/04/24	10.00	10-5100-1032
Total THE BODY SHOP LLC:			20.00	
TJ INDUSTRIES				
140611	TIRES	11/13/24	186.39	10-5304-3210
140611	TIRES	11/13/24	186.39	10-5305-3210
140611	TIRES	11/13/24	186.38	31-5402-3210
140783	TUBE	11/21/24	15.05	10-5302-3210
Total TJ INDUSTRIES:			574.21	
TOP OFFICE PRODUCTS				
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	8.69	10-5301-2156
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	37.05	10-5301-2156
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	22.50	10-5106-2156
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	50.18	10-5106-2156
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	31.25	10-5100-2156
200786	COPIER MAINTENANCE AGREEMENT	10/25/24	145.95	10-5100-2156
Total TOP OFFICE PRODUCTS:			295.62	
TWIN PEAKS PUMP & SUPPLY INC				
146095	SUCTION HOSE ASSEMBLY	11/20/24	487.00	34-5340-3210
146095	BALL VALVE	11/20/24	59.58	34-5340-3210
146096	CAMLOCK	11/20/24	33.79	31-5401-3210
Total TWIN PEAKS PUMP & SUPPLY INC:			580.37	
USA BLUEBOOK				
516799	GAS METER	10/17/24	297.50	31-5402-3210
516799	GAS METER	10/17/24	297.50	32-5502-3210
516799	SHIPPING	10/17/24	21.02	31-5402-3210
516799	SHIPPING	10/17/24	21.02	32-5502-3210
527834	CALIBRATION EQUIPMENT	10/30/24	650.00	31-5402-3210
527834	CALIBRATION EQUIPMENT	10/30/24	650.00	32-5502-3210
53156	GAS BOTTLE	11/01/24	215.95	32-5502-3210
53156	REGULATOR	11/01/24	125.95	32-5502-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
53156	REFLECTIVE TAPE	11/01/24	95.85	32-5502-3210
53156	FREIGHT	11/01/24	37.95	32-5502-3210
532959	EAR PLUGS	11/04/24	55.15	31-5401-3210
532959	DIPPER HANDLE	11/04/24	101.95	31-5401-3210
532959	DIPPER CUP	11/04/24	55.90	31-5401-3210
532959	SHIPPING	11/04/24	63.70	31-5401-3210
532959	SAFETY GLASSES	11/04/24	200.40	32-5501-3210
532959	DIPPER CUP	11/04/24	55.90	32-5501-3210
532959	SHIPPING	11/04/24	63.69	32-5501-3210
533023	DIPPER HANDLE	11/04/24	101.95	32-5501-3210
Total USA BLUEBOOK:			3,111.38	
VERIZON WIRELESS				
111224	CELLULAR SERVICE	11/12/24	16.79	31-5402-2134
111224	CELLULAR SERVICE	11/12/24	46.59	32-5502-2134
111224	CELLULAR SERVICE	11/12/24	56.67	10-5102-2134
111224	CELLULAR SERVICE	11/12/24	29.81	31-5401-2134
Total VERIZON WIRELESS:			149.86	
VISA-CONVERSE COUNTY BANK				
000012	REGISTRATION-DTAC PHTLS	11/06/24	250.00	10-5202-2122
014731	MEAL	11/14/24	24.01	10-5202-2123
015133	MEAL	11/15/24	24.46	10-5202-2123
015495	MEAL	11/15/24	9.95	10-5202-2123
016348	FUEL	11/16/24	31.22	10-5202-2123
016398	MEAL	11/16/24	9.52	10-5202-2123
027523-1	CREDIT-NOT CHARGED TO CARD	07/20/24	67.32-	10-5202-2123
04313-65487543	CANVA SUBSCRIPTION	10/23/24	149.90	10-5102-2120
100224-2	MEAL DIFFERENCE	10/21/24	.82	10-5102-2123
102124-2	BEVERAGE	10/21/24	2.10	10-5102-2123
102224-4	BAGGAGE	10/22/24	40.00	10-5102-2123
102224-5	MEAL	10/22/24	64.57	10-5102-2123
10224-6	MEAL DIFFERENCE	10/21/24	2.00	10-5102-2123
102324-3	MEAL	10/23/24	3.00	10-5102-2123
110424	MEMBERSHIP-GOSCMA	11/04/24	150.00	10-5102-2120
112	MEAL	11/06/24	37.05	10-5102-2123
112-1822257	FIBER OPTIC CABLES	11/19/24	53.98	10-5103-3220
112-1822257	HDMI SPLITTER	11/19/24	35.61	10-5103-3220
112-1822257	TV WALL MOUNT	11/19/24	99.96	10-5103-3220
112-1822257	COUPON	11/19/24	3.01-	10-5103-3220
112-2429411	CABLES	11/12/24	111.90	10-5103-3220
112-2429411	CABLES	11/12/24	91.80	10-5103-3220
112-2429411	GRAVITY STAND	11/12/24	13.95	10-5103-3220
112-2429411	MIC STAND ADAPTERS	11/12/24	8.49	10-5103-3220
112-9673571	UGLY SWEATER AWARDS-CELEBRATION CREW SUPPLIES	11/01/24	17.99	10-5100-3210
112-9673571	LIGHT BOX/BOARD-CELEBRATION CREW SUPPLIES	11/01/24	20.99	10-5100-3220
112-9673571	CRICUT TOOL SET-CELEBRATION CREW SUPPLIES	11/01/24	20.14	10-5100-3220
112-9673571	UGLY BANNER-CELEBRATION CREW SUPPLIES	11/01/24	11.99	10-5100-3210
112-9673571	UGLY SWEATER BALLOT BOX-CELEBRATION CREW SUPPLIES	11/01/24	17.98	10-5100-3210
112-9673571	UGLY SWEATER BACKDROP-CELEBRATION CREW SUPPLIES	11/01/24	7.99	10-5100-3210
112-9673571	UGLY SWEATER BALLOT CARDS-CELEBRATION CREW SUPPLI	11/01/24	7.75	10-5100-3210
112-9673571	UGLY SWEATER TABLECLOTHS-CELEBRATION CREW SUPPLIE	11/01/24	9.99	10-5100-3210
112-9673571	UGLY SWEATER TABLECLOTHS-CELEBRATION CREW SUPPLIE	11/01/24	7.99	10-5100-3210
112-9673571	UGLY SWEATER PLATES/NAPKINS-CELEBRATION CREW SUPP	11/01/24	13.99	10-5100-3230
112-9673571	UGLY SWEATER TABLEWARE-CELEBRATION CREW SUPPLIES	11/01/24	22.00	10-5100-3230
112-9673571	UGLY SWEATER PLATES-CELEBRATION CREW SUPPLIES	11/01/24	14.54	10-5100-3230

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
112-9673571	UGLY SWEATER BALLOONS-CELEBRATION CREW SUPPLIES	11/01/24	15.99	10-5100-3210
112-9673571	UGLY SWEATER CENTERPIECES-CELEBRATION CREW SUPPLI	11/01/24	9.99	10-5100-3210
112-9673571	UGLY SWEATER ORNAMENTS-CELEBRATION CREW SUPPLIES	11/01/24	15.99	10-5100-3210
112-9673571	UGLY SWEATER ORNAMENTS-CELEBRATION CREW SUPPLIES	11/01/24	8.99	10-5100-3210
112-9673571	SHIPPING	11/01/24	6.99	10-5100-3210
113-1758439	CHILD SAFETY BOOKS	10/31/24	14.01	10-5201-3210
113-1758439	CHILD SAFETY BOOKS	10/31/24	12.95	10-5201-3210
113-1758439	PHONE TRIPOD	10/31/24	19.98	10-5201-3210
113-1758439	MICROPHONES	10/31/24	59.98	10-5201-3210
113-1758439	SHIPPING	10/31/24	6.99	10-5201-3210
113-1758439	DISCOUNT	10/31/24	13.99-	10-5201-3210
114-2598741	LANYARDS	11/07/24	105.24	10-5100-3210
114-5282812	CERTIFICATE HOLDERS	11/07/24	29.99	10-5100-3210
114-5282812	LINED STICKY NOTES	11/07/24	8.95	10-5100-3210
12032	EARPIECE	11/26/24	280.48	10-5202-3233
12032	SHIPPING	11/26/24	19.00	10-5202-3233
129876	LEASH POLE	11/07/24	57.00	10-5202-3210
129876	SHIPPING	11/07/24	22.96	10-5202-3210
139028-1	CREDIT-NOT CHARGED TO CARD	09/27/24	2.75-	10-5102-2123
16970874	LODGING	11/08/24	248.60	10-5202-2123
191418684	CDL TESTING	11/14/24	47.25	34-5340-3210
31756	HALLOWEEN CANDY	10/31/24	78.71	10-5201-3210
3290	FUEL	11/06/24	20.10	10-5102-2123
4003	PLASTIC HANGERS	11/04/24	19.95	10-5201-3210
413376	CARGO LAMP	11/18/24	14.25	10-5304-3210
413376	VISOR CLIP	11/18/24	12.15	10-5304-3210
7290792227885-1	CREDIT-NOT CHARGED TO CARD	09/30/24	588.55-	10-5102-2123
79416327	LODGING-CRISIS NEGOTIATIONS TRAINING	11/14/24	989.10	10-5202-2123
8017	WATER JUG	11/08/24	10.00	10-5100-3210
8017	WATER JUG	11/08/24	10.00	10-5100-3210
83530131	LODGING	11/14/24	268.94	10-5102-2123
8480	FUEL	11/08/24	61.10	10-5102-2123
959276846	LODGING	11/16/24	220.00	10-5202-2123
97848739	LODGING	11/08/24	234.00	10-5102-2123
DF0DF081	KU TRAINING WEBINAR	11/15/24	35.00	10-5100-2122
WQEHQF	TRAVEL-CRISIS NEGOTIATIONS TRAINING	11/14/24	431.95	10-5202-2123
Total VISA-CONVERSE COUNTY BANK:			4,108.59	
VISIONARY COMMUNICATIONS INC				
1025069	PHONE SERVICE	11/01/24	176.62	10-5100-2134
1025925	PHONE SERVICE	11/01/24	764.76	10-5100-2134
Total VISIONARY COMMUNICATIONS INC:			941.38	
WASTE OIL FURNACES				
3053	FURNACE CLEANING	09/02/24	335.00	34-5340-2156
Total WASTE OIL FURNACES:			335.00	
WAYNE COLEMAN CONSTRUCTION				
22-066-1	CLEARFIELD BOOSTER STATION PROJECT	11/25/24	61,235.84	31-5840-6544
22-066-1	RETAINAGE-CLEARFIELD BOOSTER STATION PROJECT	11/25/24	3,061.79-	31-20000210
23-054-7	ADAMS ST PROJECT	11/14/24	3,164.20	31-5840-6544
23-054-7	ADAMS ST PROJECT	11/14/24	4,585.80	56-5560-6544
23-054-7	RETAINAGE-ADAMS ST PROJECT	11/14/24	158.21-	31-20000210
23-054-7	RETAINAGE-ADAMS ST PROJECT	11/14/24	229.29-	56-20000210
23-054-8R	RETAINAGE RELEASE-ADAMS ST PROJECT	11/22/24	39,831.41	31-20000210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
23-054-8R	RETAINAGE RELEASE-ADAMS ST PROJECT	11/22/24	57,726.69	56-20000210
24183	REPAIRS-MEADOWLARK STATION	11/22/24	13,500.00	32-5502-2155
Total WAYNE COLEMAN CONSTRUCTION:			176,594.65	
WESTERN MUNICIPAL CONSTRUCTION OF WYO				
22-043-1	MIDDLE SCHOOL LIFT STATION PROJECT	11/20/24	92,378.69	32-5852-6544
22-043-1	RETAINAGE-MIDDLE SCHOOL LIFT STATION PROJECT	11/20/24	4,618.93-	32-20000210
Total WESTERN MUNICIPAL CONSTRUCTION OF WYO:			87,759.76	
WHEATLAND GARAGE DOOR LLC				
340	DOOR REPAIR	10/21/24	1,332.23	34-5340-2155
388	GARAGE DOORS-CEMETERY OFFICE	11/13/24	6,794.00	65-5650-6542
389	GARAGE DOOR-MECHANICAL ROOM	11/13/24	1,966.00	65-5650-6542
Total WHEATLAND GARAGE DOOR LLC:			10,092.23	
WW GRAINGER				
9302414322	HEATER	11/01/24	264.38	10-5304-3210
9302414322	ICE CLEATS	11/01/24	103.08	10-5304-3210
9302414322	LED LIGHT	11/01/24	129.08	10-5304-3210
9305030406	STORAGE CABINET	11/05/24	361.65	34-5340-3210
9305030406	GLOVES	11/05/24	37.36	34-5340-3210
9305030406	GLOVES	11/05/24	18.68	34-5340-3210
9305030406	HAND TRUCK	11/05/24	161.61	34-5340-3210
9305030406	GLOVES	11/05/24	37.89	34-5340-3210
9307222480	ELBOW	11/06/24	21.87	31-5401-3210
9307222480	ELBOW	11/06/24	21.00	31-5401-3210
9307222480	ELBOW	11/06/24	10.89	31-5401-3210
9307222480	ELBOW	11/06/24	5.19	31-5401-3210
9307222480	CAP	11/06/24	22.84	31-5401-3210
9307222480	COUPLING	11/06/24	28.38	31-5401-3210
9307222480	COUPLING	11/06/24	4.66	31-5401-3210
9307222480	ADAPTER	11/06/24	32.60	31-5401-3210
9307222480	ADAPTER	11/06/24	11.82	31-5401-3210
9307222480	ADAPTER	11/06/24	3.56	31-5401-3210
9307222480	ADAPTER	11/06/24	32.48	31-5401-3210
9307222480	ADAPTER	11/06/24	14.88	31-5401-3210
9307222480	ADAPTER	11/06/24	2.98	31-5401-3210
9307222480	QUICK CONNECT FILTER	11/06/24	163.66	31-5401-3210
9307222480	P-TRAP	11/06/24	26.38	32-5501-3210
9307222480	LONG SWEEP	11/06/24	19.78	32-5501-3210
9307222480	REDUCING TEE	11/06/24	25.66	32-5501-3210
9307222480	ELBOW	11/06/24	14.03	32-5501-3210
9307222480	ELBOW	11/06/24	12.16	32-5501-3210
9307222480	WYE SOCKET	11/06/24	15.51	32-5501-3210
9307222480	ELBOW	11/06/24	7.80	32-5501-3210
9307222480	COUPLING	11/06/24	60.70	32-5501-3210
9307222480	BATTERY	11/06/24	33.51	32-5501-3210
9307222480	BATTERY	11/06/24	15.64	32-5501-3210
9313215999	ENGINE COOLANT HEATER	11/12/24	182.53	32-5502-3210
9317112960	DRUM BASE	11/14/24	524.94	10-5305-3210
Total WW GRAINGER:			2,429.18	
WWQ & PCA				
2011-3099 A	REGISTRATIONS-WWQ & PCA CONFERENCE	10/17/24	242.00	31-5402-2122

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
2011-3099 A	REGISTRATIONS-WWQ & PCA CONFERENCE	10/17/24	204.00	32-5502-3210
Total WWQ & PCA:			446.00	
WY ASSOC OF RURAL WATER USERS				
19525	REGISTRATION-RURAL WATER MINI CONFERENCE	11/14/24	239.00	31-5401-2122
19525	REGISTRATION-RURAL WATER MINI CONFERENCE	11/14/24	239.00	31-5401-2122
19525	REGISTRATION-RURAL WATER MINI CONFERENCE	11/14/24	239.00	32-5501-2122
Total WY ASSOC OF RURAL WATER USERS:			717.00	
WY CHILD & FAMILY DEV INC				
102224-OCT	FUNDING ALLOCATION AGREEMENT	10/22/24	416.68	10-5110-8707
Total WY CHILD & FAMILY DEV INC:			416.68	
WY DEPT OF TRANSPORTATION				
149985	LOCAL SHARE OF PARTICIPATING EXPENDITURES	11/01/24	1,289.79	10-5305-2158
Total WY DEPT OF TRANSPORTATION:			1,289.79	
WY MACHINERY COMPANY				
PO8282984	WINDOW LATCH	10/18/24	58.60	10-5305-3210
PO8282984	SHIPPING	10/18/24	1.16	10-5305-3210
PO8282984	CRANK SEAL ASSEMBLY	10/18/24	49.97	34-5340-3210
PO8282984	O-RING SEAL	10/18/24	5.75	34-5340-3210
PO8282984	SEAL ADAPTER	10/18/24	121.91	34-5340-3210
PO8282984	SHIPPING	10/18/24	3.56	34-5340-3210
Total WY MACHINERY COMPANY:			240.95	
WY SECRETARY OF STATE				
112724	NOTARY RENEWAL APPLICATION	11/27/24	60.00	10-5100-3210
Total WY SECRETARY OF STATE:			60.00	
WYOMING HISTORICAL SOCIETY				
112124	MEMBERSHIP	11/21/24	50.00	10-5106-2120
Total WYOMING HISTORICAL SOCIETY:			50.00	
YELLOWSTONE BANK				
22-043-1	RETAINAGE-MIDDLE SCHOOL LIFT STATION	11/20/24	4,618.93	32-20000210
Total YELLOWSTONE BANK:			4,618.93	
YOUTH DEVELOPMENT SERVICES				
111924-NOV	FUNDING ALLOCATION AGREEMENT	11/19/24	1,666.66	10-5110-8709
Total YOUTH DEVELOPMENT SERVICES:			1,666.66	
Grand Totals:			1,446,526.31	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number

Approved By _____
City Manager

Date _____

Proclamation

WHEREAS, Wreaths Across America coordinates wreath-laying ceremonies at Arlington National Cemetery, as well as at more than 4,900 additional locations in all 50 states, at sea and abroad**;** and

WHEREAS, the mission of Wreaths Across America is to remember the fallen, honor those who serve, and teach our children the value of freedom; and

WHEREAS, Wreaths Across America has chosen "Live With Purpose" as its 2024 theme to encourage everyone to make sure every day is meaningful and to Live With Purpose; and

WHEREAS, Clelland Commandery #12, Knights Templar is the local sponsor of Wreaths Across America; and

WHEREAS, Saturday, December 14, 2024, has been designated by Wreaths Across America as the date for these wreath laying ceremonies to occur;

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim Saturday, December 14, 2024, as:

Wreaths Across America Day

I encourage all Compatriots to join with Clelland Commandery #12, Knights Templar and the more than two million volunteers and supporters of Wreaths Across America and other patriotic, community, and veteran's organizations, on Saturday December 14, 2024, to participate in wreath-laying ceremonies and activities and find individual ways to LIVE WITH PURPOSE in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 12th day of December 2024.

_____

ATTEST: Kim Pexton, Mayor

_____

Sonya Ortega, City Clerk

Agenda Item Report
City Council – December 12, 2024

Item
Bid Award: Douglas Municipal Pool Renovation

Responsible Staff Contact
Brandon Frye

Recommendation
Feed back from contractors has been that there is very little possibility of having the project completed in time for any usage this season. It is recommended to table the award of this project until the next Council meeting to allow staff the opportunity to consider value engineering options and negotiate scope and contract price. It would also be recommended that a work session meeting take place to discuss options and direction for this facility.

Council may also consider awarding the Douglas Municipal Pool Renovation project to Powder River Construction as bid in the amount of $4,708,365. Authorizing the city manager to sign all associated documents.

Executive Summary
Douglas Municipal Pool Renovation project was advertised for bids November 13th and 20th to be opened December 11th. Two (2) bids were recieved.
(1) Powder River Construction bid in the amount of $4,708,365. Powder River's bid has been reviewed and considered complete and competent. Powder River is an in-state contractor from Gillette, having been in business for over 25 years
(2) USA Construction submitted an incomplete bid of $465,760. A scope of work was provided with the bid that did not include all aspects of the project.

Budget: 3,750,000 was budgeted for the project with $53,100 already spent for concrete demolition.
We have been in contact with Powder River Construction discussing value engineering options to negotiate scope and price in an effort to reduce initial costs.
This project will span into fiscal year 24/25 and require budgeting considerations as such.

Background
This is a re-bid of the same renovation project from September. Only one bid was received over budget. The project was not awarded and project documents were

revised to promote better bidding opportunities. The need for extensive pool and mechanical upgrades and renovations has been identified for several years. This facility was built in 1995 and has seen multiple additions and repair attempts. The original pool was not designed to accommodate the addition of large water slides and landing zone. The wading pool developed extreme leaks within the walls leading to extreme water and chemical consumption. Code, safety and ADA requirements have changed since 1995 as well. In the spring of 2024 the boiler and chemical feed have been replaced and will be utilized in the new renovations.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome Fun, Uplifting, Neat and Tidy Community (FUN)
SD Outcome Strategy
SD Outcome KPI Major renovations of the swimming pool (FUN-08)
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department Pool Improvements 55-5550-6544
Project/Line Item(s) Improvements other than building Project # 1005 Pool renovations
Budgeted Amount $3,750,000
Anticipated Amount $4,708,365.00

Action Requested/Recommended Motion

Move to table bid award of the Douglas municipal pool renovation until next Council meeting.

Or Move to accept the bid and award the Douglas Municipal Pool Renovations project to Powder River Construction in the amount of $4,708,365 and authorize the City Manager to sign all associated documents.

Attachments

1. 20241211-Powder River
2. 20241211-USA Construction LLC
3. Recommendation for Award_Pool2

STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 0194

POWDER RIVER CONSTRUCTION, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY of FEBRUARY TWO THOUSAND AND 24

Michele Johnson, Program Manager

EXPIRATION DATE: 2/1/2025

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0202202421

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Powder River Construction, Inc.
4001 E. Collins Road
Gillette, WY 82718

OWNER:
(Name, legal status and address)
City of Douglas
101 North 4th Street
Douglas, WY 82633

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
400 E 1st St
Casper, WY 82609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Douglas - Douglas Municipal Pool Renovation - Project #24-049

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2024.

Sam Fuson
(Witness)

Powder River Construction, Inc.
(Contractor as Principal) *(Seal)*

By:
(Title)

Deanna Scalzo
(Witness)

The Ohio Casualty Insurance Company
(Surety)

By: Gloria Fugatt
(Title) Gloria Fugatt, Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Init.
/

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Gloria Fugatt all of the city of Casper, state of WY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Powder River Construction, Inc.

Obligee Name: City of Douglas

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMIC, OCIC, WAIC - SurePath_092024

MINUTES OF THE SPECIAL MEETING
OF THE SHAREHOLDERS OF
POWDER RIVER CONSTRUCTION, INC.

A Special Meeting of the Shareholders of Powder River Construction, Inc., a Wyoming corporation, was held at the office of the corporation on the 29 day of OCTOBER, 2009.

Those present were Matthew Walker, Clifford Deiss and Tanner J. Bartel.

Matthew Walker called the meeting to order and was duly chosen to act as Chairman thereof, and Clifford Deiss was chosen to act as Secretary thereof.

The Secretary presented and read a Waiver of Notice of the Special Meeting which was ordered affixed to the minutes of this meeting.

The purpose of the special meeting is to discuss and approve the appoint of Lance M. Walker as a signatory for the corporation.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, to adopt a resolution to appoint Lance M. Walker as a signatory of the corporation. He is authorized to sign checks, contracts, bid documents, insurance applications and other documents related to insurance, bonding applications and other documents related to bonding as well as any other documents which he is directed to sign by the officers or directors of the corporation.

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the same was adjourned.

DATED this 29th day of OCTOBER, 2009.

Matthew Walker

Clifford Deiss

Tanner Bartel

(S E A L)

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – Douglas Municipal Pool Renovation

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

   Addendum No. 1 Dated 12-5-2024
   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 been 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 or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

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 corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).

6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.

7. Bidder accepts the provisions of the Agreement 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 to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.

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

   Required Bid Security in the form of a Bid Bond.
   Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

   Address of Bidder: 4001 Collins Road E

   Gillette, WY 82718

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

    Submitted on December 10, 2024.

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: Powder River Construction, Inc. (seal)

(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: (seal)

Lance Walker, Controller

(Title)

(Seal)

Attest:

Sam Larson, Estimator

Business Address: 4001 Collins Road E

Gillette, WY 82718

Phone Number: 307-687-7721

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
DOUGLAS MUNICIPAL POOL RENOVATION

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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 the costs of other related items. The following is a list of

LS = Lump Sum	EA = Each	LF = Linear Feet	AC = Acre
SY = Square Yard	SF = Square Foot	CY = Cubic Yard	Ton = Ton

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonds	LS	1	$ 480,900.00	$ 480,900.00
2	Pool Renovation Complete	LS	1	$ 4,202,500.00	$ 4,202,465.00
3	Force Account	FA	25,000	$1.00	$25,000.00
			Total Base Bid		$ 4,708,365.00

BID BOND

Individual Surety Mike Price

CONTRACTOR:
(Name, legal status and address)
USA Construction LLC
1595 Peachtree Parkway Suite 204-344
Cumming, GA 30041

SURETY:
(Name, legal status and principal place of business)
Individual Surety Mike Price
8725 Roswell Rd Ste H
Sandy Springs, GA 30350

OWNER:
(Name, legal status and address)
City of Douglas, WY
101 North 4th Street Douglas, Wyoming 82633
Douglas, Wyoming 82633

BOND AMOUNT: ($23,288) Twenty-Three Thousand Two Hundred Eighty-Eight dollars

PROJECT:
(Name, location or address, and Project number, if any)
Douglas Municipal Pool Renovation Project No. 24-049
701 E.Center Street, Douglas, WY
Douglas, Wyoming 82633

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5 day of December, 2024.

USA Construction LLC

(Witness)

(Principal) (Seal)

Project Manager

(Title)

Individual Surety Mike Price

(Witness)

(Surety) (Seal)

Individual Surety

(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

Douglas Municipal Pool Renovation
Project No. 24-049

Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633

Date of the Addendum December 5, 2024

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: Nicholas Larsen

Nick Larsen, City Engineer

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

USA CONSTRUCTION LLC

Company

YESHU PURI

Name

Yeshu Puri

Signature

PROJECT MANAGER

Title

12/5/2024

Receipt Date

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

Douglas Municipal Pool Renovation
Project No. 24-049

Date of the Addendum December 5, 2024

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above-entitled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

I. DRAWINGS

A. **DELETE** the Drawings in their entirety and **REPLACE** with the attached Drawings labeled "ADDENDUM No. 1". The revisions are identified in red on the Drawings.

END OF ADDENDUM

Company's Qualifications For

Douglas Municipal Pool Renovation

USA Construction
1595 Peachtree Pkwy, Suite 204-344
Cumming, GA 30041

PROJECT NO. 24-049

Date Due: 12/11/2024

P|877-248-1872
F|877-224-0872

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USA Construction

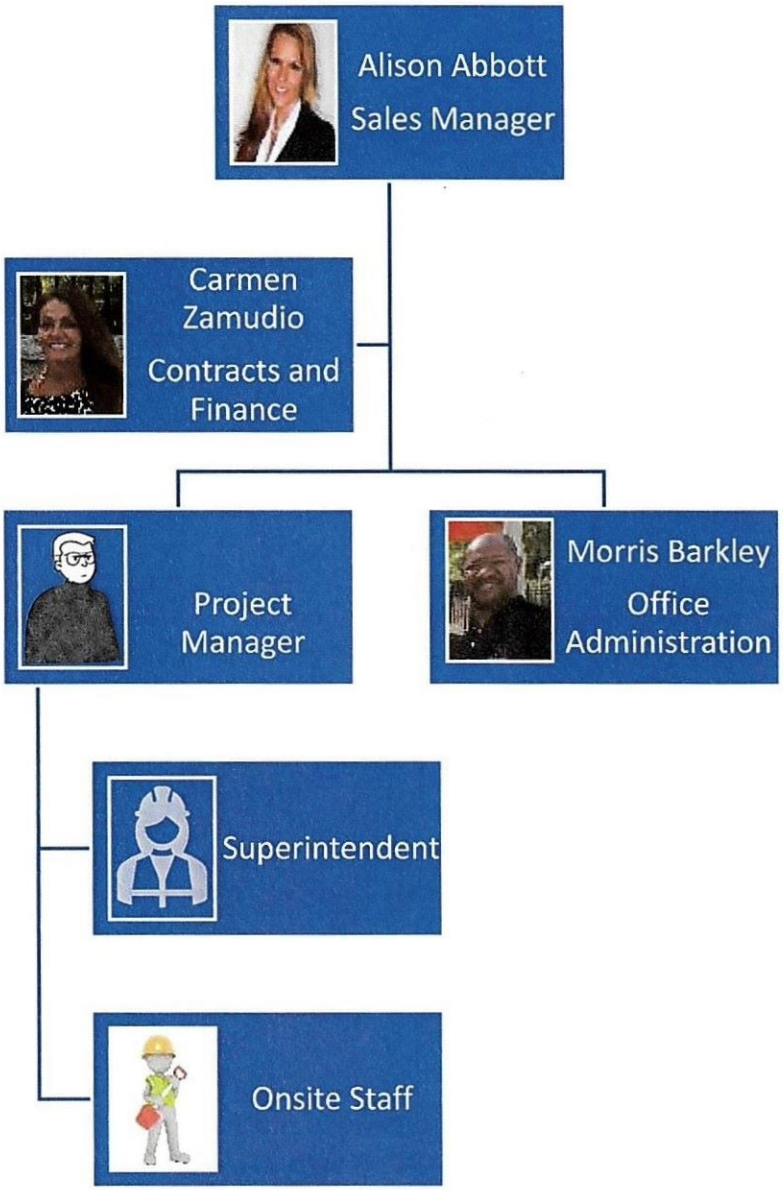
History: USA Construction was founded in 2001 by a group of aquatic professionals that branched off of USA Pools. Since 2001 we have built various types of commercial aquatic facilities. Our group began in the southeast, then worked its way up the east coast, by 2014 we expended to the southwest and west coast.
Safety: The USA Construction group has experience working on projects from coast to coast. Our safety record is impeccable with zero incidents. Our safety and standards are unmatched in our industry.

Methodology: USA Construction utilizes the traditional project management "waterfall" method for project management. As well as the utilization of daily reporting that with smart phone technology allows us to have real time trends on project completion.

Capabilities: USA Construction has worked on new build- design as well as renovations for the following types of facilities: traditional commercial swimming pools, lazy rivers, waterslides, beach entry pools, natatoriums, and splash parks as they have become more and more popular. USA conducts business with private business such has hotel/resorts, municipalities, and federal military installations. No job is too big or too small for our group.

Past Performance: USA Construction has the ability to work with smaller scale commercial projects as well as large scale projects. We complete more than 200 projects under $100,000 each year, 50-100 projects that are $100,000-$500,000 and 2-10 projects that scale over $1,000,000.00. These projects each of their own specific needs and requirement in which we work with a multitude of engineers, architects, sub contractors and material vendors.

Meet Your Team



Our Team at USA Construction is made up of multiple subject matter experts. These professionals are paired with each project depending on the project scope. We have provided swimming pool construction, management, and maintenance services for cities, counties, country clubs, and military bases throughout the country. We have in place the valued services and programs that will enable us to serve you with a 100% guaranteed satisfaction. We will accept no less than the highest standards in materials and workmanship and offer our full commitment to making this process as smooth and worry-free as possible. We stay personally involved step by step in your project, which ensures complete control over the work and seamless integration with all facets of the job, guaranteeing a top-notch final product and total customer satisfaction. Again, we appreciate you taking a good look at USA Construction.

Alison Abbott

Alison studied international business. After working in the medical and hospitality fields she joined the USA team in 2014 and has been successful in moving into a senior management role where her skills and knowledge in technology have aided in bringing organizational systems into more efficient practices.

Experience

- Organizational and talent management
- Multidepartment management
- Revenue management of 60-80 Million annually
- Fields of experience: Hospitality, Medical, Construction, Aquatic Safety
- Organizational training and system set up

Skills

- Ability to connect teams
- Ability to provide clear communication to high level and ground level team members
- Ability to communicate expectations and assist others in setting goals to meet expectations
- Ability to problem solve and make decisions.
- Ability to identify root cause and work towards solution

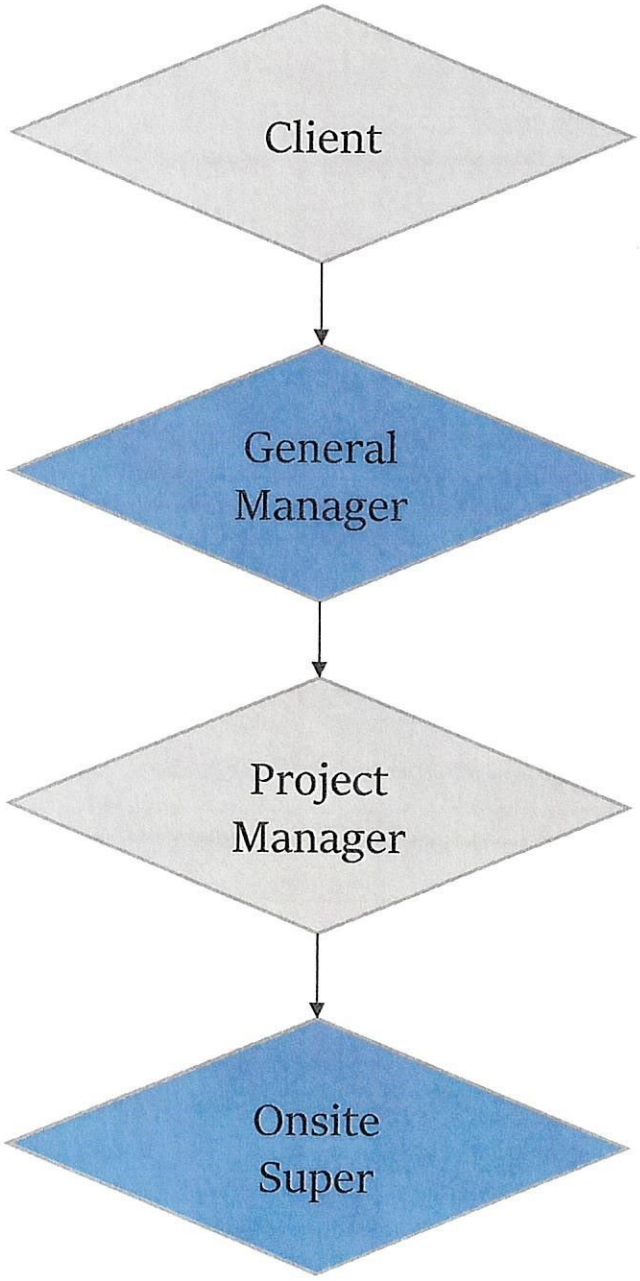
NSPF® CERTIFIED CPO® POOL·SPA OPERATOR

OSHA Occupational Safety and Health Administration

EDGEWOOD COLLEGE

Team Structure

Its important to have a system of checks and balances on site and in the office. Your project will go through a system of checks and site walks before anything is every approved or labeled as complete.



Sometimes simple is better!

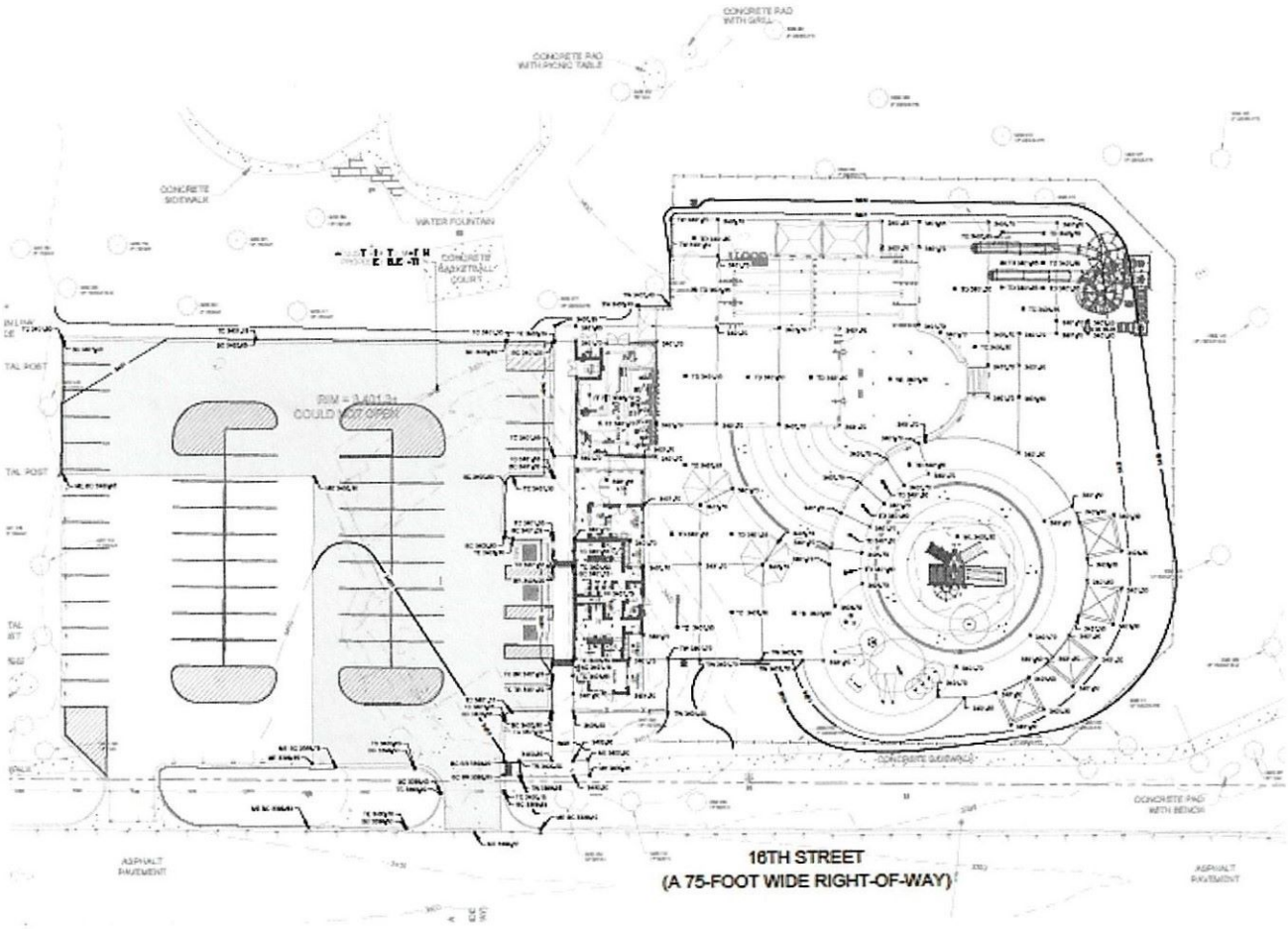
We believe that there should be a clear chain of command and that begins with YOU, the client. You will always have access to all three levels of management throughout your project.

The admin or sales manager acts as the construction director. They listens, estimates, and designs. Without their stamp of approval you will not be presented with pay applications or statements of work completed.

Your project manager for USA will function 75% in the office and 25% on-site. They are the eyes and ears for the project and holds the superintendent to the highest standard.

Your onsite superintendent will be with our crew daily overseeing each step of your project. We have several gifted supers that are part of our company.

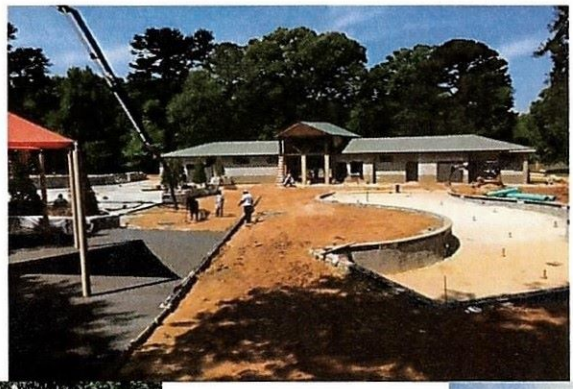
Sample Projects



Design-Build

Orange Park - GA

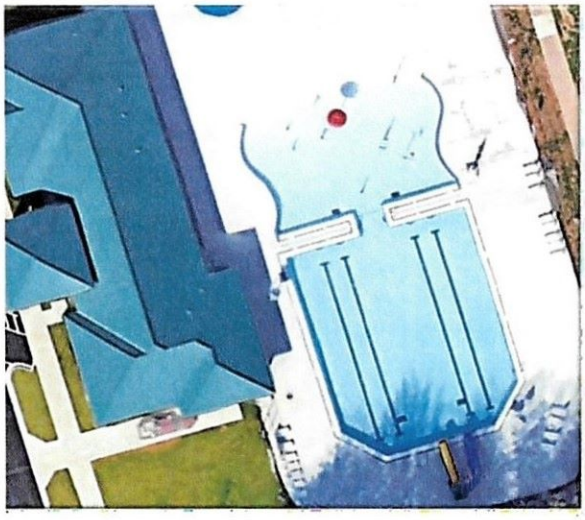
1305 Oakland Dr. SW Atlanta, GA 30310
Valued at $1,450,000
Building – 4400sf
Pool – 6000 sf



Design-Build

John A. White Park - GA

1183 Cascade Cir SW Atlanta, GA 30311
Valued at $1,675,000
Building – 7545sf
Pool – 4707 sf



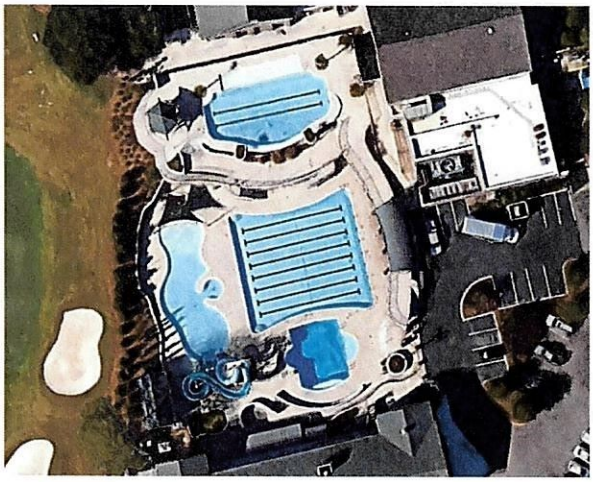
Design-Build

Browns Mill Aquatic - GA

4929 Browns Mill Rd Lithonia, GA 30038
Valued at $2,600,000
Building – 7450sf
Pool – 17,000 sf

Renovations

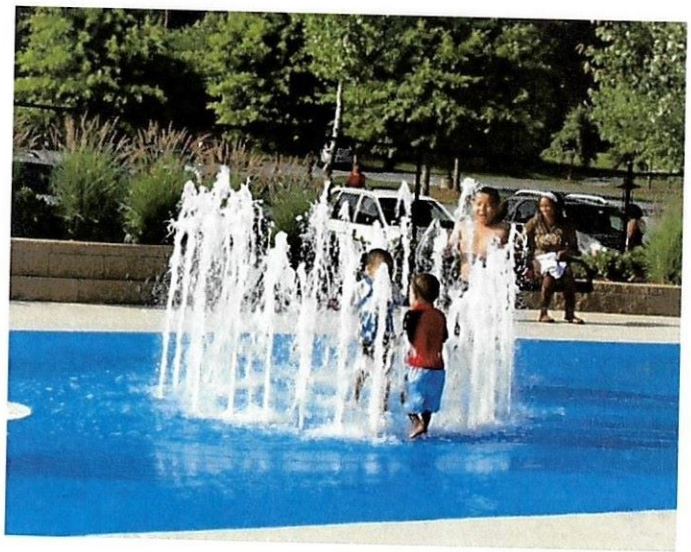
Need an update to your location?
Add a slide* Resurface* Extend your Pool * Convert a pool to splash pad* Add play features



Splash Park Design/Build

Riverside Park - GA

575 Riverside Road Roswell, GA 30075
Valued at $594,500
Splash Pad – 2200 sf



Splash Park Design/Build

Riverside Park - GA

9000 Fouts Road Roswell, GA 30075
Valued at $623,250
Splash Pad – 2550 sf

Splash Pads

You dream it and we build it!

The more out there the design, the more fun the build! At USA Construction we like our partners to have big ideas. Spirals, dinosaurs, and pirates oh my! The sky can be the limit with USA.

Splash Parks

Imagine the possibilities

Project Management

Our Project Management Software has multiple interfaces, of which the main dashboard/health chart give us a quick snapshot of how each project is doing.

It allows you to easily identify those projects which are progressing fine and those projects which are in trouble.

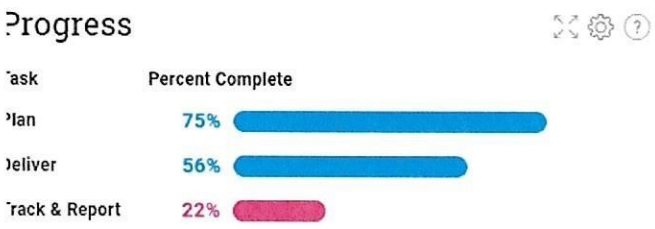
Time: Time shows what percentage your project is behind schedule.

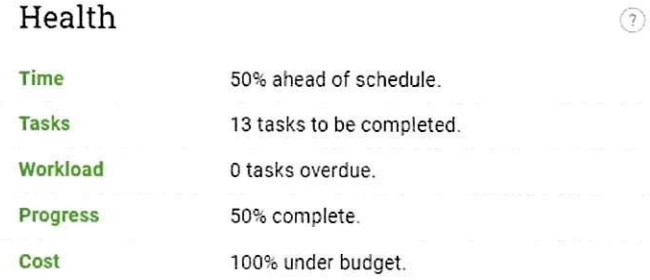
Tasks: Shows how many tasks still need to be completed.

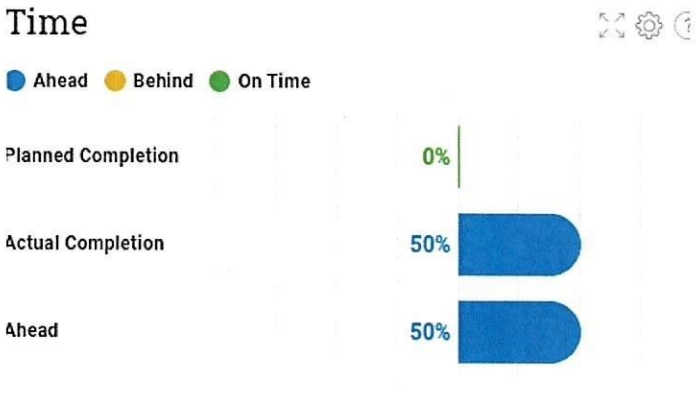
Workload: shows how many tasks are overdue.

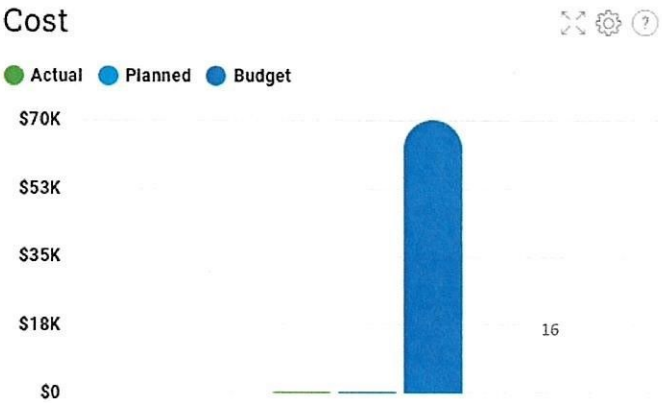
Progress: Shows what percentage of your project is complete.

Cost: Shows your costs vs your planned budget.









Project Management

Crystal River Design/Build - 05 Oct 2020

	Task Name	Duration	Planned S...	Planned ...	Percent Complete	Priority	Actual Hours	Planned Hours
1	**General Requirements**	**7 days**	**11/9/2020**	**11/17/2020**		**None**		**0 hour**
2	mobilization	7 days	11/9/2020	11/17/2020		None		
3	Design & Permittig	1 day	11/9/2020	11/9/2020		None		
4	Payment & Performance B...	1 day	11/9/2020	11/9/2020		None		
5	Temporary Fencing	1 day	11/9/2020	11/9/2020		None		
6	Insurance	1 day	11/9/2020	11/9/2020		None		
7	Trailer	1 day	11/9/2020	11/9/2020		None		
8	Dumpster	1 day	11/9/2020	11/9/2020		None		
9	Surveying	5 days	11/9/2020	11/13/2020		None		
10	Office Supplies	1 day	11/9/2020	11/9/2020		None		
11	Miscellaneous Materials	1 day	11/9/2020	11/9/2020		None		
12	Travel	1 day	11/9/2020	11/9/2020		None		
13	Project Signed by FDEP Grant	7 days	11/9/2020	[illegible]		None		0 hour
14	**Site Work**	**46 days**	**11/16/2020**	**1/18/2021**		**None**		**0 hour**
15	Drainage	6 days	11/18/2020	11/25/2020		None		
16	Prep & EarthWork	3 days	11/16/2020	11/18/2020		None		
17	Excavation, Trenching & Bac...	7 days	11/16/2020	11/24/2020		None		
18	Fencing & Gates	7 days	11/16/2020	11/24/2020		None		
19	Sod, Landscape & Irrigation	6 days	1/11/2021	1/18/2021		None		
20	Pavement Marking	2 days	11/24/2020	11/25/2020		None		
21	**Concrete Work**	**54.04 days**	**10/19/2020**	**12/31/2020**		**None**		**0 hour**
24	Splash Pad - Concrete	4 days	12/21/2020	12/24/2020		None		
25	Plaster	4 days	12/28/2020	12/31/2020		None		
26	**Electrical Work**	**24 days**	**12/21/2020**	**1/21/2021**		**None**		**0 hour**
27	Gen Req for Electrical	14 days	12/21/2020	1/7/2021		None		0 hour
28	Site Lighting	3 days	1/13/2021	1/15/2021		None		0 hour
29	Controller Board Installation	4 days	1/18/2021	1/21/2021		None		0 hour
30	Wiring Devices	7 days	12/22/2020	12/30/2020		None		

SAMPLE

USA Design/Build Steps

1) Team Selection :

   After carefully reading through the scope of work, USA Construction chooses your team based on experience/skill set, quality of work, and cost. Putting together a strong team that can function independently as well as a single unit creates a strong foundation to support the following steps and project.

2) Pre-Construction

   This tends to be a shorter phase within our design build process, but it absolutely critical to our success. This is the step where we will ask a great number of questions to make sure that everyone is on the same page. Expectations and reality do not always line up when designing a project and its important to get a solid picture of what is to be expected/delivered. Here is where goals, complete scheduling, budgeting (and budgeting problems) and potential project challenges will be addressed. This is also where value management/engineering will first appear.

3) Architectural Design

   Design can begin after budget and timeline have been set. There will be assessments for potential cost savings and ways to increase productivity and preliminary drawings are presented to the project owner.

4) Construction

   This can begin during the design phase as it is common to have timing overlap between the two depending on the project. USA tries to minimize change orders through utilizing S-curves and an agile waterfall project management techniques, but this is the phase where change orders will appear (if any).

5) Post Construction

   Once completed, your team will do an overview of the project, a final site walk and various training depending on the technology utilized for your facility.

Scheduling

USA Construction, LLC		Project Start Date	3/12/2019	
Ruth Tang		Schedule to date	1/29/2020	
Stan Lanier				
START DATE	END DATE	TASKS	DURATION (days)	%
		General Requirement		
3/21/19	3/27/20	Project Management	366	80%
3/21/19	3/27/20	Project Supervisor	366	80%
3/21/19	3/27/20	Bond	366	100%
3/21/19	3/27/20	Insurance	366	100%
3/21/19	3/22/20	Trailer	361	100%
3/21/19	3/22/20	Temporary Toilet	361	100%
3/21/19	4/5/19	Mobilization	14	100%
3/21/19	3/22/20	Dumpster	361	100%
3/21/19	3/22/20	Office Supplies	361	100%
3/21/19	2/14/20	Temporary Fence	323	100%
3/21/19	8/29/19	Survey Staking	158	100%
3/21/19	10/28/19	Miscellaneous Materials	217	100%
3/21/19	3/22/20	Travel	361	75%
3/23/20	3/27/20	Final Cleaning	4	0%
		Site Work		
3/25/19	3/28/19	Site Prep/Tree Protection	3	100%
3/25/19	1/24/20	Earthwork	29[illegible]	90%
2/24/20	2/29/20	Paving	10	0%
5/2/19	8/15/19	Excavation, Trenching, Backfilling	103	100%
5/9/19	5/15/19	Termite Control		
3/5/20	3/12/20	Pavement Marking	7	0%
11/4/19	12/30/19	Polyvinyl Chloride Pipe Storm Drain	56	
3/2/20	3/9/20	Vingle Coated Chain Link Fence	7	
3/2/20	3/7/20	Turfgrass Planting & Irrigation	5	0%
		Concrete		
2/10/20	2/16/20	Concrete for Pool Structure (C-I-P)	6	0%
9/16/19	1/31/20	Concrete Formwork	135	47%
5/7/19	10/11/19	Concrete Reinforcement	154	100%
6/7/19	10/8/19	Metal Fasteners and Bolts	121	100%
4/2/19	10/8/19	Cast-In-Place Buildings	186	100%
6/2/19	10/18/19	Cast-In-Place	136	100%
2/10/20	2/16/20	Pneumatically Place Concrete for Pools	6	0%
		Masonry		
9/18/19	12/13/20	Mortar and Masonry Grout	445	100%
9/18/19	12/13/20	Cast-Stone Masonry Lintels	445	100%
9/18/19	12/13/20	Unit Masonry Assemblies	445	100%
9/18/19	10/7/19	Blok-Flash	19	100%
		Wood and Plastic		
10/14/19	3/7/20	Rough Carpentry	143	75%
10/14/19	3/7/20	Miscellaneous Carpentry	143	50%
10/14/19	3/7/20	Finish Carpentry	143	50%
10/14/19	3/7/20	Interior Architectural Woodwork	143	0%
		Thermal and Moisture Protection		
6/24/19	7/24/19	Concrete Sealer	30	100%
6/24/19	6/25/19	Below Grade Vapor Retarder	1	100%
5/15/19	8/15/19	Self-Adhering Sheet Waterproofing	90	100%
5/15/19	8/15/19	Pre-Applied Sheet Membrane Waterproofin	90	100%
5/15/19	8/27/19	PVC Waterstops	102	100%
3/2/20	3/9/20	Building Insulation	7	0%
10/1/19	3/7/20	Metal Roof Panels	156	75%
10/1/19	3/7/20	Self-Adhered Roofing Underlayment	156	50%
10/1/19	3/7/20	Flashing and Sheet Metal	156	50%
10/1/19	3/7/20	Gutters and Downspouts	156	50%
10/1/19	3/7/20	Roof Accessories	156	50%
5/15/19	3/7/20	Joints Seals	292	65%
		Doors and Windows		
10/28/19	2/17/20	Steel Doors and Frames	109	80%
10/28/19	2/17/20	Fiberglass Doors and Frames	109	33%
10/28/19	3/9/20	Unit Skylights	131	50%

SAMPLE

Billing & Payments

You should get what you pay for; in this industry that does not always happen. With USA Construction as your partner you can rest easy that when we submit a pay application, its has been checked, double checked, and triple checked. With the use of an AIA Payment application you will always know where your project stands and how your payments are calculated.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: PROJECT:

APPLICATION NO: 1

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 0/00/0000

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 0/00/0000

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$ 0
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 0
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ $0.00	
b. % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SAMPLE

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

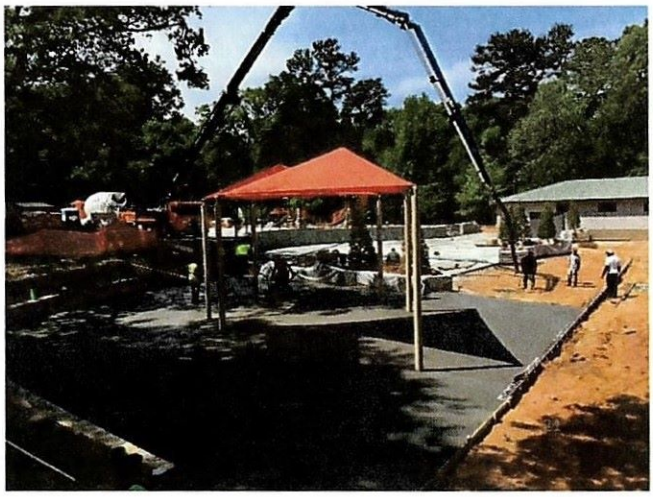
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Site Cleanliness

We all know construction is a messy business, but that does not mean the jobsite has to be *sloppy*.

The construction director will be performing monthly or bi-weekly site walks depending on the project and the stage of completion. You can trust and believe in an organized, well run and ***safe*** jobsite when working with USA Construction.

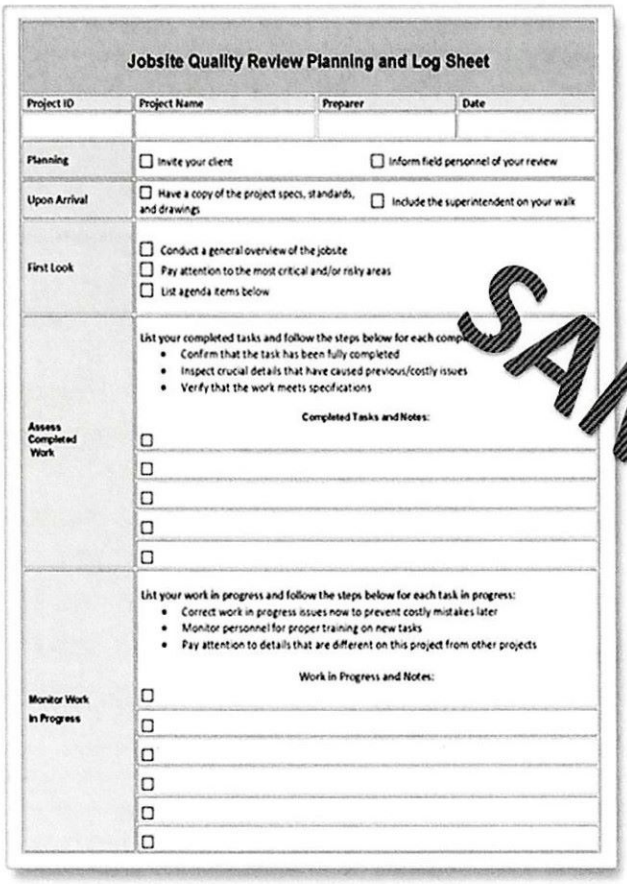
Our team holds every member of the crew accountable for their work area daily. Our goal is to leave as little footprint as possible when building your aquatic facility.



Quality Control Assessments

With USA Construction as your preferred partner, rest assured that our focus is always on the quality of our work/product!

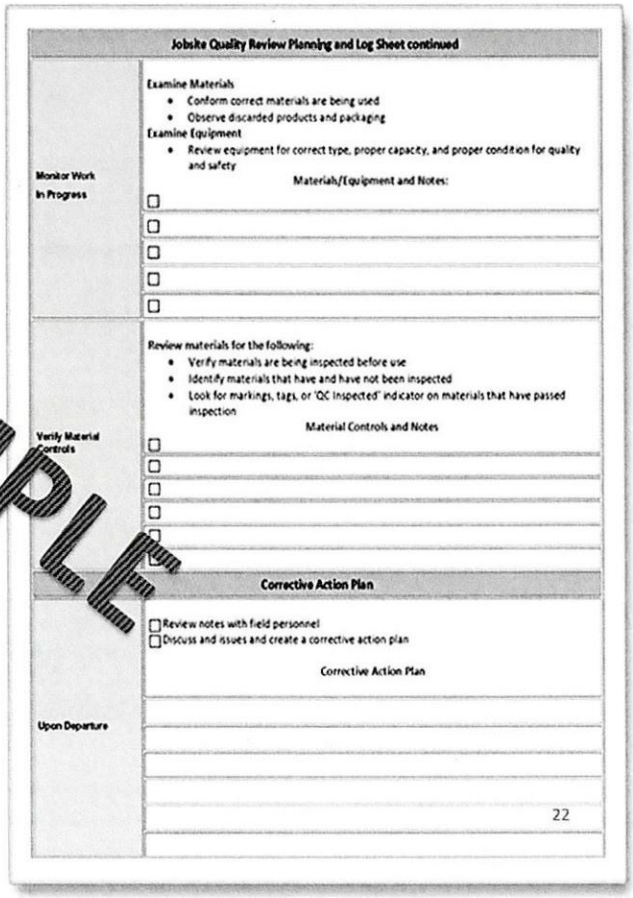
Each week your project manager is going to check in with you, the director and the super individually. During this check ins your project manager will utilize a quality control assessment form to make sure that the partner, the director and the on site superintendent are satisfied and up to date on what has been completed, what is currently in progress, what needs correcting, the plan for correcting and what are the next steps towards success and project completion.



Jobsite Quality Review Planning and Log Sheet

Project ID	Project Name	Preparer	Date

Planning	☐ Invite your client ☐ Inform field personnel of your review
Upon Arrival	☐ Have a copy of the project specs, standards, and drawings ☐ Include the superintendent on your walk
First Look	☐ Conduct a general overview of the jobsite ☐ Pay attention to the most critical and/or risky areas ☐ List agenda items below
Assess Completed Work	List your completed tasks and follow the steps below for each comp • Confirm that the task has been fully completed • Inspect crucial details that have caused previous/costly issues • Verify that the work meets specifications Completed Tasks and Notes: ☐ ☐ ☐ ☐ ☐
Monitor Work In Progress	List your work in progress and follow the steps below for each task in progress: • Correct work in progress issues now to prevent costly mistakes later • Monitor personnel for proper training on new tasks • Pay attention to details that are different on this project from other projects Work in Progress and Notes: ☐ ☐ ☐ ☐ ☐ ☐



Jobsite Quality Review Planning and Log Sheet continued

Monitor Work In Progress	Examine Materials • Conform correct materials are being used • Observe discarded products and packaging Examine Equipment • Review equipment for correct type, proper capacity, and proper condition for quality and safety Materials/Equipment and Notes: ☐ ☐ ☐ ☐ ☐
Verify Material Controls	Review materials for the following: • Verify materials are being inspected before use • Identify materials that have and have not been inspected • Look for markings, tags, or 'QC Inspected' indicator on materials that have passed inspection Material Controls and Notes ☐ ☐ ☐ ☐ ☐

Corrective Action Plan

Upon Departure	☐ Review notes with field personnel ☐ Discuss and issues and create a corrective action plan Corrective Action Plan

22

SAMPLE

Quality Control Plan for Construction

Automated Form Number Template Library-Example Project-Example Team-DP-QUAL-0018 -12

Section 1 **PURPOSE OF THE PROJECT QUALITY MANAGEMENT PLAN**

Provide the purpose of the Project Quality Management Plan. This document should be tailored to fit the particular project needs. Identify which project(s), product(s), and/or the portion of the project life cycle that are covered by this plan and the overall quality objectives for this project.

1.1 Project Name and Purpose **Project name:** Newtown Street Neighbourhood

Purpose - Complete renovation works on the east side buildings

Section 2 **PROJECT QUALITY MANAGEMENT OVERVIEW**

2.1 Organisation, Responsibilities, and Interfaces **Describe the primary roles and responsibilities of the project staff as it relates to the practice of Project Quality Management. Indicate responsibilities for activities such as mentoring or coaching, auditing work products, auditing processes, participating in project reviews, etc.**

Name	Role	Quality Responsibility
Dave Hodgson	National quality manager	Coaching all quality personnel and other personnel where applicable
Patricia Barbara	Quality manager	Quality auditing on work products
Jess King	Team lead	Auditing work products across the project
Balinda Jones	Operations manager	Establish auditing processes and manage personell
James Tran	Review inspector	Organising and leading all participation in project reviews

SAMPLE

2.2 Tools, Environment, and Interfaces **List and define the data elements the organisation will be used to measure project quality and level of conformance to defined quality standards/metrics.**

Tool	Description
Benchmarking	Referencing and monitoring quality in comparison to industry recognised benchmarks
Continuous improvement	Setting our own benchmarks and seeking continuous improvement across operations
Quality management software platform	Get real-time analytics and insights from quality performance to properly analyse and adjust course where required
3rd party audit	3rd party auditing at pre-defined intervals to ensure quality and compliance

Section 3 **PROJECT QUALITY MANAGEMENT**

At the highest of levels Quality Management involves planning, doing, checking, and acting to improve project quality standards. The practice of Quality Management is broken into three process groups:

- **3.1 Quality Planning (QP),**

- **3.2 Quality Assurance (QA) and**
- **3.3 Quality Control (QC).**

The following sections define how this project will apply each of these practice groups to define, monitor and control quality standards.

3.1 Quality Planning (QP)

Identify which quality standards are relevant to the project and how to satisfy them. Identify and define appropriate quality metrics and measures for standards for project processes, product functionality, regulatory compliance requirements, project deliverables, project management performance, documentation, testing, etc. Identifies the acceptance criteria for project deliverables and product performance

1.Project structure

Separate Quality Staff - Testing is a very specialised function. A contractor may elect to hire a separate staff or subcontractor to perform testing and to generate the documentation required by the FAR Clause and the FP. But the testing and documentation are only part of the inspection system required by the contract. If the entire inspection system is performed by personnel separate from production personnel, that would mirror the traditional relationship between contractor and agency organisations.

2. Process control testing

Testing provides a reflection of quality and the process. But only changes to the process can improve quality. Extensive testing needed to identify defects so that they can be corrected is an indication of a poor process. Ideally frequencies of QC testing are dependent on characteristics of the overall process. In a transition environment however, when contractors are not used to designing comprehensive QC systems, it may be necessary for the agency to provide guide frequencies to minimize the risk of serious deficiencies undetected until late in the process.

3. Inspection/control procedures

For most typical FLH construction projects the narrative covering inspection/control procedures should adequately address the quality process basics in two to four pages for each phase of construction (see below). This does not include testing schedules, certifications, personnel resumés and other attachments. In addition, if the narrative includes excessive redundancies, paraphrasing of the contract and other extraneous materials, that will add to the required length.

4. Preliminary, Startup and Production Phases

The FP requires each of the three sequential phases to be addressed separately. So for five categories of construction, a five by three matrix is generated which constitutes the inspection/control part of the CQCP. The preliminary phase includes evaluation of equipment, materials and other resources prior to work being started. It also involves comparing contract requirements with training and other needs. Startup includes the additional management, training and inspection resources usually needed when a new operation is started. Production addresses the routine QC resources necessary after the process is established.

5. Subcontractors and Suppliers

When subcontractors and suppliers [other than suppliers of commercial items] provide part of the work, then the QCP needs to be clear whether their QC responsibilities will be independent, or a part of the prime contractor's responsibilities. If they are independent, then the subcontractors or suppliers QCP must be developed and submitted for approval, through the prime.

8. Manufactured Materials

SAMPLE

Quality Control Assessments

Commercial Items - These are materials manufactured and sold to the general public, as opposed to materials made to the unique specifications of the agency. For most commercial items, the contractor's responsibilities are limited to verification that the materials are as required or permitted in the contract, and that the delivered materials are in fact those approved materials. Some materials which are arguably commercial are considered of critical importance, and have specific QC/QA requirements in the contract.

Non-commercial Items - These are materials manufactured offsite, but specifically to agency specifications for this project. QC plan coverage for non-commercial items should be a separate document from the manufacturer, or the manufacture of those items should be 8 included in the QC plan of the contractor or a subcontractor. Like critical commercial items, critical non-commercial items may have specific QC/QA requirements in the contract.

Explaination	Comment
3.1.1 Define Project Quality Identify quality standards and expectations for customers, the project, organization and federal regulations, define customer and project goals, quality standards, critical success factors, and metrics for which to measure success, and outline acceptance criteria for project deliverables and product performance.	Covered in OKR sheet 2
3.1.2 Measure Project Quality Identify desired metrics and related monitoring processes for which to measure quality standard, develop a plan for measuring quality, define methods of data collection and archiving, and document timeframe for measurement and metrics reporting.	Covered in ITP-001

3.2 Quality Assurance (QA) **Identify and define those actions, and the metrics to measure them, that provide the confidence that project quality is in fact being met and has been achieved. Relate these actions to the quality standards defined in the planning section of this document.**

Defect tracking and reporting - Track the number of defects which have been reported (and are open/closed) using the quality management software

Hold points and witness points - Same as above

Defects per subcontractor - Track the number of defects per subcontractor via safety management software, and assess punch list and snag list completion and performance

Project delays - Track days behind schedule, planned vs. actuals and budgeting to track how much quality has impacted these core project KPI's

Variations - The number of variations and instructions are indicative of project scope changing which introduce more uncertainty around jobs and quality which can negatively impact quality

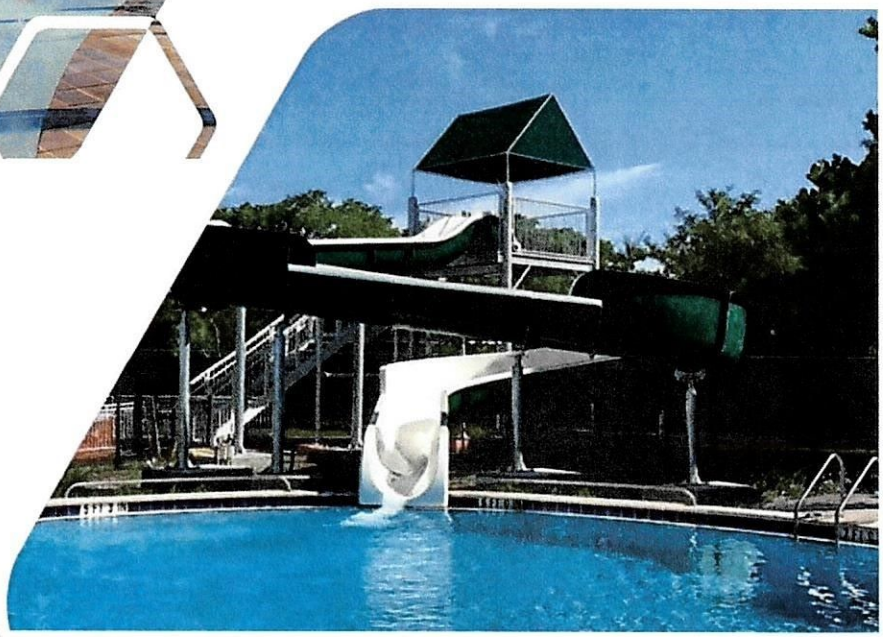
Lot management - Understand how each team and function is performing from lot reporting

Explaination	Comment
3.2.1 Analyze Project Quality Analyze quality data, document opportunities for improvement and apply what was learned from quality analysis to eliminate gaps between current and desired levels of performance.	Quality management software to improve planned vs. actuals and real-time tracking and monitoring

SAMPLE

Our Partners

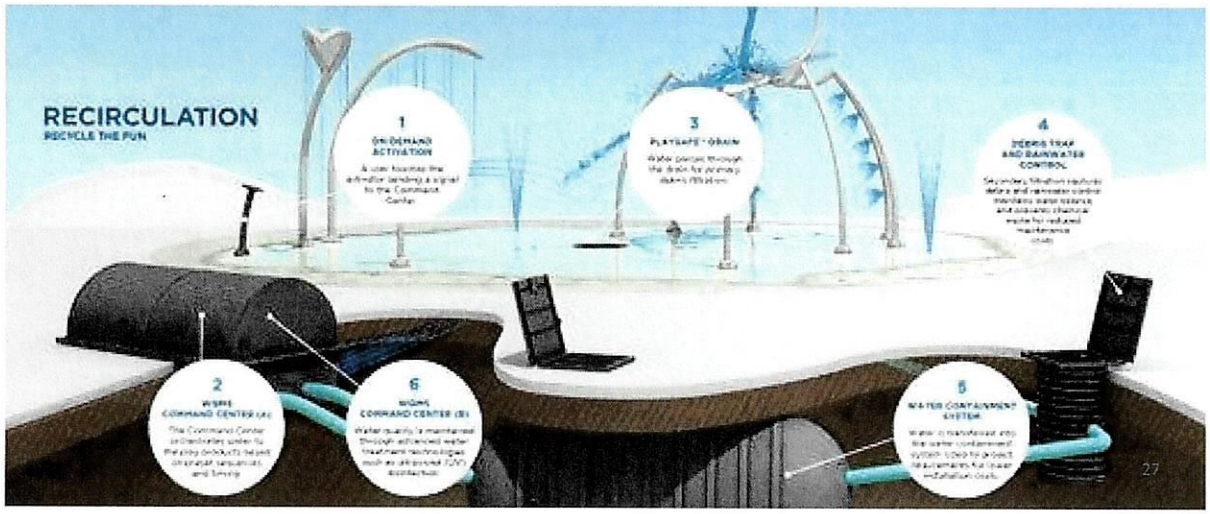
AQUAWORX®



Newly-designed commercial and residential pool filter packs are made of thick fiberglass lids with a one-inch floor for no warping and easy drainage. Aquaworx uses stainless hardware on our hinges and latches in addition to unions on all pumps for easy removal.

Our Partners

SAFESWAP™ ANCHORING SYSTEM
Attractive ground caps are substituted for future play products
Easily add future play elements with no change to infrastructure
Easily move products from one location to another at no additional cost
Provides flexibility to spread investment over time as capital becomes available
Structural stainless-steel base for maximum strength
Optional interim spray cap (as shown)



Our Partners

Our Partners

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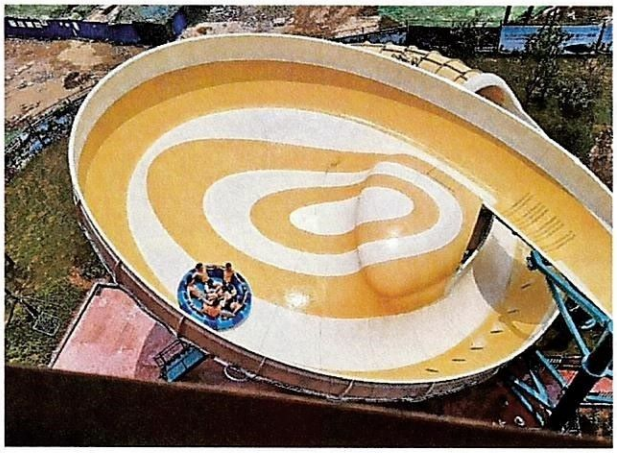

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POLYSOFT

FLEXIBLE SEAMLESS PAVING

30

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DIAMOND BRITE®

EXPOSED AGGREGATE POOL FINISHES

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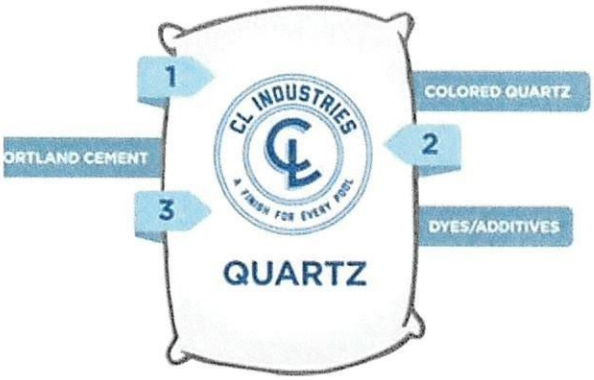
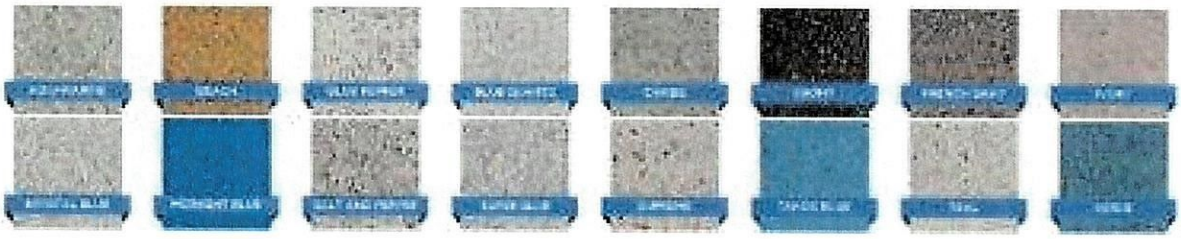
Krystalkrete

EXPOSED AGGREGATE POOL FINISH





USA CONSTRUCTION

PROPOSAL FOR:

Douglas Municipal Pool

This Agreement, between the undersigned,

(herein referred to as "Owner"), hereby contracts with USA Construction

(herein after referred to as "Contractor") for the installation described below at the

price, terms, and conditions set forth herein.

JOB ADDRESS: 701 E. Center Street, Douglas, WY

MAIL ADDRESS:

CONTRACT PRICE (in words): Four hundred sixty-five thousand, seven hundred sixty dollars
CONTRACT PRICE (in numbers): $465,760
Payable as follows:

PAYMENT SCHEDULE

Payment is Scheduled in AIA format

SAMPLE

USA CONSTRUCTION agrees to furnish and pay all labor, material, equipment, taxes, insurance, and do all things necessary for the proper construction and completion of swimming pool at Facility Name, Located in Name County, State in accordance with the requirements of the local Health Department in effect on the date of this Agreement, and as shown on the plans provided by the Owner. Without limiting the generality of foregoing, the work is generally described as the construction of a swimming pool the shape and size specified on the attached plan and as described in the Plans and Specifications provided by the Owner.

Any written notices, which may be required herein, shall be mailed by Registered or Certified US Mail, return receipt requested, to the Contractor at the following address:

USA Construction
1595 Peachtree Pkwy
Suite 204-344
Cumming, GA, 30041

SCOPE:

The Douglas Municipal Pool Renovation Project includes partial demolition of the existing pool, removal and replacement of circulation and filtration equipment, replacement of slide pump and piping, construction of a new approximately 2500 Sq Ft pool including new gutter system and decking, construction of a new approximately 1000 Sq ft. splash pad, and additional play features and site amenities

- Demolish a portion of the existing Leisure Pool per the aquatic drawings. Layout, excavate, remove from the construction site, replace and grade materials as required beyond the limits of excavation of the pool structures to complete the work described in this section
- Furnish and install a plaster/tile/paint finish in the pool with a slip resistant surface per Specification Section 131140 – Swimming Pool Plaster. Furnish and install specialty tile for the perimeter tile deck band, gutter nosing, wall targets, recessed steps, floor lane markings, depth markings and warning signs, and all other tile installation within the pool structures. Reference Section 131145 - Swimming Pool Tile - including the tolerance requirements for the concrete substrate.
- Provide swimming pool sealants and caulking as shown on the plans
- Provide cementitious waterproofing for pool main drain sumps, gutter trough, surge tank, and backwash catch sasin.
- Provide deck equipment, anchor inserts, gutter grating, and grating support angle and fasteners
- Provide pool filtration system and circulation system, valves, pumps, chemical feed equipment heaters, water level control system, and all items necessary to operate the entire system properly.
- Provide the heating system for the pool. Include all piping, heaters, controls, gauges, thermostats, control valves and wiring required to draw water from the recirculation line, heat the water and return it back to the recirculation line and interlock with pool recirculation pumps.

DRAFT

LANS:

'wner is required to provide Contractor with three (3) full sets of engineer stamped plans upon signing of agreement. ontractor cannot start the project or the permit process without three (3) full sets of engineer stamped plans. Plans ıust include drawings of pool layout with depths and dimensions of pool, plumbing layout of pool, and all electrical nes for pool to include pump room layout and pool lights. Contractor can provide these plans at an additional fee to ıe agreement cost.

OOL OPERATIONS

he Contractor shall put the filtration equipment into operation. The Contractor shall provide oral instructions; as 'ell as provide all owners' manuals to Owner. The premises shall be cleared of all excess materials, tools, equipment nd debris from construction site.

his bid assumes there are no underground rocks or structures, quicksand, lakes, trash dumps or uel tank, and there is reasonable access to the job site. This bid also assumes there is acceptable soil type and ɔmpaction to support pool structure and decks.

'wner represents that he/she has title to the land, that the pool is located within the property lines and clear etbacks, underground installations and overhead power lines, and that the pool and equipment location complies 'ith applicable zoning laws.

HANGE ORDERS

ny additional work that is above and beyond the original scope of work listed above shall be invoiced separately and ayment shall be due upon completion of additional work that was approved by Owner in the change order. Any ıange orders that are more than $2,000.00 shall require a 50% deposit with the written approved change order. ayment terms listed below shall apply to all change orders.

DDENDA

he following Addenda are pursuant to, and part, of this Agreement:

_____N/A_____

_____

_____

ERSONNEL/SUBCONTRACTORS

/hereas, Company will invest substantial resources to train and convey information concerning perational/construction techniques and management procedures to its personnel and subcontractors at Owner's ıcility, Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner grees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of ıe Company directly or indirectly to work at, service, or be connected in any way with the project named herein for a eriod of one (1) year from the date of completion or cancellation of this agreement. Owner further agrees not to ɔntract for any work performed at project as described herein with any subcontractor hired by Contractor (without ıe prior written consent of Company) to perform work on project listed above herein for a period of one (1) year 'om the date of completion or cancellation of this agreement. Hiring of subcontracts by Owner is a direct breach of ıis agreement and a violation of the permit status of this project.

SAMPLE

'AYMENT TERMS

:ontract Payments are due as indicated above. Any contract payment not made within ten (10 days of the schedule sted above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. ı the event contract payments are not received within fifteen (15) days of the schedule listed above, the Company hall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this ıgreement and to withdraw and remove all personnel and supplies from Owner's premises without any further or dditional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible or all payments provided herein. In the event that Company is required to collect payment at Owner's establishment,)wner agrees to pay an amount not to exceed $350.00 for courier services.

ı the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay ll said amounts, together with the interest at the rate of 18% per annum from the date the same became due, ogether with any and all cost of collection, including and together with any and all reasonable litigation expenses, ıcluding reasonable attorneys fees.

urther, Contractor will not assume any liability or responsibility for any work during the Warranty Period until all ıvoices are paid and Owner's account is current.

:ANCELLATION

'he Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and esponsibilities as follows:

1) Owner shall notify corporate office (1595 Peachtree Pkwy Suite 204-344 Cumming, GA, 30041) by certified mail nd by phone of any problem regarding performance as detailed in the Agreement. Company shall have ten (10) ıusiness days following receipt of certified notification to remedy stated violation of agreement. (Remedy Period)
2) If Company fails to remedy the violation within the Remedy Period as detailed in this Agreement; Owner may then ancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of he end of the remedy period. This Agreement shall then terminate five (5) days after the receipt thereof by the :ompany and be considered the Termination Date.

:LOSE OUT/SUBSTANTIAL COMPLETION

)wner is required to attend a Close Out walk through of job site within 3 days of Substantial Completion of project. ubstantial Completion is achieved when facility/pool is usable and or permitted for operations. If Owner does not ttend the Close Out walk through, Owner agrees to final completion and payment of all outstanding invoices, ıcluding any and all retainage.

VARRANTY PERIOD/WARRANTY REVIEW

:ontractor provides a one-year warranty (Warranty Period) on all parts and labor for this project. The Warranty 'eriod on parts is limited to the extent of the Manufacture's warranty for each part. Owner is entitled to request a Varranty Review throughout the Warranty Period as long as all outstanding payments/invoices are completely paid to :ontractor. In order to request a Warranty Review of the project, Owner is required to submit the request in writing o our office via certified mail detailing any item they would like the Contractor to review under our warranty terms. Jpon receipt of Warranty Review, Contractor will have ten (10) days to provide a written response to the Owner's Varranty Review request. If Warranty Review contains items that fall within the warranty provided under this greement, Contractor has thirty (30) days to correct those items that fall under our warranty from date of cceptance of Owner's Warranty Review.

Varranty Period begins upon Substantial Completion and completion of Close Out walk through. However, a Varranty Review will not be accepted at any time until Owner has paid all contract payments and outstanding nvoices due on this project.

GOVERNING LAW

'his Contract shall be governed by and construed according to the Laws of where the Company is domiciled. Venue or any disputes arising out of this Contract shall be in the State or Superior Courts of where the Company is lomiciled.

MODIFICATION

'his Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings r negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both arties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Contractor and so their espective heirs, successors and assigns.

TRICT COMPLIANCE

Io failure of Contractor to exercise any power or right granted herein, or to insist compliance by Owner with its bligations and duty herein shall constitute a waiver of Contractor's right to demand strict compliance with the rovisions hereof at any time.

EVERABILITY

f any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any xtent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to ersons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby nd each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IONWAIVER

)wner and Contractor agree that no failure to exercise and no delay in exercising any right, power or privilege under his Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this greement.

TTORNEYS FEES

n the event of legal action to enforce the rights of the Contractor or Owner, under the terms of this Agreement, the arties agree that the Contractor shall be entitled to receive as additional damages, any and all litigation expenses, ncluding attorney's fees.

GOOD FAITH

JSA Construction has provided this proposal in good faith based on information obtained from the owner and from ur inspections.

MISCELLANEOUS

cts of God, natural phenomenon, previous damage or irregularities, or those inconsistencies beyond the control of JSA Construction may give cause to the contractor to advise the owner of a change in scope of the work. This change nay necessitate an adjustment in price, or a modification in some part of the work to be performed.

PROPOSAL EXPIRATION DATE

This contract is void at the Company's option if not executed by the Owner and returned to the Company 14 days after December 11th, 2024.

BINDING AGREEMENT

This instrument shall become effective as of _____. The Agreement shall become binding upon the signature and /or seal of both parties.

ACCEPTANCE

Acceptance of this Agreement by Owner through signatures below and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Thanks for your confidence in USA Construction.

SAMPLE

USA CONSTRUCTION	**Name of Owner**
By: USA Construction, LLC	**By: _____** **Authorized Agent- "Owner"**
Officer: _____	**Title: _____**
DATE: _____	**DATE: _____**

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – Douglas Municipal Pool Renovation

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

   Addendum No. 1 Dated 12/5/2024
   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 been 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 or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

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 corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).

6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.

7. Bidder accepts the provisions of the Agreement 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 to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.

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

   Required Bid Security in the form of a Bid Bond.
   Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

   Address of Bidder: 1595 PEACHTREE PKWY SUITE 204-344

   CUMMING, GA 30041

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

    Submitted on 12/4, 20 24.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: N/A

Business Address: N/A

Phone Number: N/A

A PARTNERSHIP

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

N/A
(General Partner)

Business Address: N/A

Phone Number: N/A

A CORPORATION OR LIMITED LIABILITY COMPANY

By: USA CONSTRUCTION LLC (seal)
(Corporation's or Limited Liability Company's Name)

GEORGIA
(State of Incorporation or Organization)

By: _____ (seal)

PROJECT MANAGER
(Title)

(Seal)

Attest: _____

Business Address: 1595 PEACHTREE PKWY SUITE 204-344
CUMMING, GA

Phone Number: 877-248-1872

A JOINT VENTURE

By: N/A (seal)
(Name)

N/A
(Address)

By: N/A (seal)
(Name)

N/A
(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
DOUGLAS MUNICIPAL POOL RENOVATION

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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 the costs of other related items. The following is a list of

LS = Lump Sum	EA = Each	LF = Linear Feet	AC = Acre
SY = Square Yard	SF = Square Foot	CY = Cubic Yard	Ton = Ton

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonds	LS	1	$46,500.00	$46,500.00
2	Pool Renovation Complete	LS	1	$394,260.00	$394,260.00
3	Force Account	FA	25,000	$1.00	$25,000.00
			Total Base Bid		$465,760.00

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Douglas, hereinafter referred to as the "Owner," and USA CONSTRUCTION LLC, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the completion of the City of Douglas – Douglas Municipal Pool Renovation.

ARTICLE 2. ENGINEER.

The Project has been designed by Civil Engineering Professionals, Inc., 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 Substantial Completion shall include all Work required to make the project operational for its intended use.

3.2 All Work will be substantially complete by **September 15th, 2025** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 1st, 2025**. The Work at each site must be Substantially Complete within the consecutive calendar days or date stipulated herein or Liquidated Damages will commence on the first day following the completion deadline stipulated.

3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete by the times 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 any of the times specified in Paragraph 3.2 for Substantial Completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

3.4 After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper Owner-granted extension thereof, Contractor shall pay Owner Five-Hundred Dollars ($500.00) for each day that expires after the time specified herein for final completion.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump Sum Contract, Owner shall pay Contractor in current funds a total contract price of _____($ _____), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on the lump sum price contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4 Bid Form) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Article 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Progress Payments will be made in an amount equal to ninety-five percent (95%) of the work completed, and ninety-five percent (95%) 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 in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout the project and of the Total Contract Price.

5.1.2 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.

5.2 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 funds equal to no more than five percent (5%) of the calculated value of any work completed for Contracts 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.

8.3 Joint Account Agreement or Letter of Forfeiture waiving same.

8.4 Addenda No. _____.

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 General Conditions (Pages 1 to 42, inclusive).

8.10 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.11 Technical Specifications.

8.12 Contract Drawings, consisting of twenty sheets, with each sheet bearing the following general title: City of Douglas – Douglas Municipal Pool Renovation.

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

8.14 Notices 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 first above written.

DATED this _____ day of _____, 2024.

CONTRACTOR:

_____

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
City of Douglas
A Municipal Corporation

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

STANDARD
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____
(Name of Contractor)

_____
(Address (Address of Contractor)

A _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound, pursuant to Wyoming Statute Section 16-6-112 unto the «Owner», 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633, hereinafter called Owner, in the penal sum of _____ Dollars ($ _____), in lawful money of the United States, for the payment for which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal entered into an Agreement with the OWNER, dated the _____ day of _____, 20___, or which is to be entered contemporaneously with the delivery of this BOND, in the form which is hereto attached and made a part hereof for the «Owner» – «Projectname».

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement of any OWNER authorized modification thereof during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands, incurred under such contract, and any OWNER authorized modification thereof, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any wise release it from its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this_____day of_____, «YearSigned».

(Principal)

ATTEST:

BY: _____

_____
(Principal Secretary)

_____
(Address)

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

_____
(Surety Secretary)

_____
(Address)

(SEAL)

_____
(Witness to Surety)

_____
(Address)

(SEAL)

STANDARD
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

_____
(Address of Surety)
hereinafter called Surety, are held and firmly bound, pursuant to Wyoming Statute Section 16-6-112 unto the City of Douglas, 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633, hereinafter called OWNER, in the penal sum of _____ Dollars ($ _____), in lawful money of the United States, for the payment for which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal entered into an Agreement with the OWNER, dated the _____ day of _____, 20____, or which is to be entered contemporaneously with the delivery of this BOND, in the form which is hereto attached and made a part hereof for the City of Douglas – Douglas Municipal Pool Renovation.

NOW, THEREFORE, if the Principal shall promptly make payments as they become due to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Agreement, and any OWNER authorized extension or modification thereof, including, but not limited to, all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums, taxes, excises, licenses, assessments, contributions, penalties, and interest accrued in the execution of the Agreement, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any wise release it from its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied; that no action shall be maintained on this Bond unless commenced within one (1) year after the date of first publication of notice of final payment to the Principal as provided and set forth in Sections 16-6-113, 16-6-114, and 16-6-115, W.S. 1977.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20
.

_____
(Principal)

ATTEST:

By: _____

_____
(Principal Secretary)

_____
(Address)

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

(Surety)

ATTEST:

By:_____
Attorney-in-Fact

_____
(Surety Secretary)

_____
(Address)

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____
(SEAL)

STANDARD
JOINT ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20___, pursuant to Wyoming Statute Section 16-6-701, et seq., by and between the City of Douglas, Wyoming, hereinafter referred to as the "Owner;" _____ a Federally Insured Depository, hereinafter referred to as the "Depository;" and, _____, of _____, State of_____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor has entered into a contract with the Owner, dated the _____ _____ day of _____, 20___, hereinafter referred to as the "Contract," which calls for the Contractor to perform certain work and to provide certain materials for the completion of the: City of Douglas – Douglas Municipal Pool Renovation.

WHEREAS, the terms and provisions of said Contract provide that the Owner will retain certain sums otherwise payable to the Contractor during the course of performance of said Contract; and,

WHEREAS, the Owner, in lieu of said retention of those certain sums otherwise payable to the Contractor, may pay those sums to a joint account, held in the name of the Contractor, and assign to the Owner, in a depository designated by said Contractor; and,

WHEREAS, the Owner is required to enter into an interest bearing deposit agreement with the Depository to provide for the custodial care and servicing of said joint account; and,

WHEREAS, the Contractor has designated the Depository to provide for the custodial care and servicing of said joint account, and the Contractor has agreed to pay the Depository any fees associated with providing these services; and,

WHEREAS, the Owner, the Depository, and the Contractor desire to enter into an agreement with respect to the custodial care and servicing of said funds.

NOW, THEREFORE, in consideration of the mutual covenants containing herein and the mutual benefits to be derived therefrom, it is agreed by and between the parties hereto, as follows:

1. The Owner shall pay sums retained from each progress payment under the Contract to the Depository. The Depository shall hold sums and accrue interest thereon or invest said sums and collect the interest thereon, and shall pay the said interest to the Contractor, as accrued or collected, unless otherwise instructed by the Contractor.

A. If the Depository elects to invest any sums on behalf of the Contractor, the Depository shall invest only in securities of the United States Treasury.

2. The Depository shall not release, assign, transfer, or deliver any money to the Contractor, or the Contractor's direction, until such time as the Owner has given the Depository written notice that satisfactory progress is being made in all phases of the contract and that the Depository is authorized to make payment to, or as directed by, the Contractor. In the event of such written authorization from the Owner, the Depository shall deliver the authorized amount, together with any accumulated interest thereon, to the Contractor, or at Contractor's direction, and shall give the Owner written notice of said delivery. Authorization from Owner to the Depository to release funds shall only be made in response to a written request to the Owner, by the Contractor. Prior to issuing its authorization, the Owner shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the contract work as a prerequisite to issuing such approval.

3. The Depository shall release, assign, transfer, and deliver to Owner upon demand when Owner certifies to Depository that Contractor has declared bankruptcy, has been put into bankruptcy by its creditors, that the bonding company, as surety, for the subject contract with Owner, has been notified that the Contractor cannot complete the terms of the contract for any reason, or that it has become necessary for the Owner to take over completion of the Contract.

4. The Depository shall notify the Owner of the total amount on deposit immediately after deposits made by the Owner.

5. This agreement shall be deemed terminated when the Depository has delivered all of the retained sums and accumulated interest in its custody under the terms of this agreement to the Contractor, however, under no circumstances shall the Depository delivery any retained sums to the Contractor, or at the Contractor's direction, without first obtaining written approval for the same from the Owner.

6. This agreement contains the entire agreement of the parties hereto with respect to said retained sums and the Depository agrees to hold and dispose of the said retained delivered to the Owner in accordance with the terms and conditions hereof. However, the Depository is not a party to, nor bound by, any instrument or agreement other than this agreement; and the Depository, as custodian of the retained sums deposited with it hereunder, shall not be required to take notice of any default or any other matter, nor be bound by or be required to give any notice or demand, not be required to take any action whatsoever, except as provided in this agreement. The Depository shall not be liable for any loss or damage suffered by the Owner or the Contractor as a result of Depository's actions hereunder, pursuant to the terms of this agreement, unless said loss or damage was caused by the negligence of the Depository, or the Depository's failure to abide by the terms of this agreement.

7. The Contractor will release and otherwise hold harmless the Owner from any and all losses sustained by the Contractor as the result of entering into this agreement.

8. The Owner retains all immunities and limitations of liability which are afforded by the Wyoming Governmental Claims Act, W.S. 1-39-101, et seq., and the parties do not intend that the City waive any such immunities or limitations of liability.

9. It is agreed that this agreement shall be construed according to the laws of the State of Wyoming. Furthermore, all parties agree that the exclusive forum for resolving disputes under the agreement will be the courts of the State of Wyoming, and consent to jurisdiction in such courts.

10. Account No._____.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this ____ day of _____, 20___.

OWNER: CITY OF DOUGLAS, WYOMING
A Municipal Corporation

By: _____
Printed Name

_____
Signature

DEPOSITORY: By: _____
Printed Name

_____
_____
_____
Address

_____
Signature

CONTRACTOR: By: _____
Printed Name

_____
_____
_____
Address

_____
Signature

_____

(City of Douglas Standard Joint Account Agreement with _____
and _____ for the _____
Project, No._____)

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by this ____ day of _____, 20___.

Witness my Hand and Official Seal.

My Commission Expires: Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by this ____ day of _____, 20___.

Witness my Hand and Official Seal.

My Commission Expires: Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by this ____ day of _____, 20___.

Witness my Hand and Official Seal.

My Commission Expires: Notary Public:

NOTICE OF AWARD

Dated _____

TO:_____
(BIDDER)

ADDRESS:_____

PROJECT: City of Douglas - Douglas Municipal Pool Renovation

OWNER's CONTRACT NO._____

CONTRACT FOR_____Same as Project_____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated_____for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Total Base Bid.

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is_____($ _____).

Two (2) copies of each of the proposed contract accompany this Notice of Award.
Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER Two (2) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Paragraph 18),

General Conditions (Article 5) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedents).

_____

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Douglas, Wyoming
(OWNER)

By:_____
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)

ACCEPTANCE OF AWARD

_____
(CONTRACTOR)

By:_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

NOTICE TO PROCEED

Dated _____

TO: _____
(CONTRACTOR)

ADDRESS: _____
_____

PROJECT: Douglas Municipal Pool Renovation

OWNER's CONTRACT NO. _____

CONTRACT FOR: Same as Project
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, all work associated with the Bid Schedule shall be substantially complete by_____; complete and ready for final payment by _____.

Before you may start any Work at the site, paragraph 2.05 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

_____
_____

City of Douglas
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF AWARD

By: _____
(CONTRACTOR)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

APPLICATION FOR PAYMENT NO . _____

To _____(OWNER)

Contract for _____.

OWNER's Contract No. _____ENGINEER's Project No. _____.

For Work accomplished through the date of _____.

ITEM	CONTRACTOR's Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
Total (Orig Contract) C.O. No. 1 C.O. No.2			$		$

Accompanying Documentation:

_____

_____

GROSS AMOUNT DUE.....	$
LESS % RETAINAGE.....	$
AMOUNT DUE TO DATE.....	$
AMOUNT DUE THIS APPLICATION.....	$

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payment received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive: (2) title to all Work, materials and equipment incorporate in said Work or otherwise listed in or covered by this Application for payment will pass OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not *defective* as that term is defined in the Contract Documents.

Dated _____ 20 _____

_____
CONTRACTOR

By _____
(Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ 20 _____

_____
ENGINEER

By _____
(Authorized Signature)

APPLICATION FOR PAYMENT

INSTRUCTION

A. GENERAL INFORMATION

The standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification and other information. It is expected that a separate form will be developed by Engineer or Contractor at the time Contractor's Schedule of values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the Law provides), and Contractor elects, the deposit of securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning the Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in articles 2.07 of the General Conditions, should be copied in the space indicated on the Application For Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress payments: however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. ENGINEER'S REVIEW

Engineer *must* review all Applications for Payment with care to avoid recommending any payments not yet earned by Contractor. All accompanying documentation of legal nature, such as lien waivers, should be reviewed by Owner's attorney, and Engineer should so advise Owner.

RECOMMENDATION OF PAYMENT

NO.

OWNER's Project No. _____ ENGINEER's Project No. _____

Project: City of Douglas - Douglas Municipal Pool Renovation

CONTRACTOR: _____

Contract For _____ Contract Date

Application Date _____ ***Application Amount*** $ _____

For Period Ending

To: City of Douglas
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

_____
ENGINEER

Dated: _____

STATEMENT OF WORK

Original Contract Price	$0.00	Work to Date	$0.00
Net Change Orders	$0.00	Amount Retained	$0.00
Current Contract Price	$0.00	Subtotal	$0.00
Work to be Done	$0.00	Previous Payments Recommended	$0.00
		Amount Due This Payment	$0.00

CHANGE ORDER

(Instruction on reverse side) No. _____

PROJECT _____

DATE OF ISSUANCE_____.EFFECTIVE DATE_____

OWNER_____

OWNER's Contract No. _____

CONTRACTOR. _____ENGINEER_____

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

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $	Original Contract Times Substantial Completion: Ready for final Payment: days or dates
Net changes from previous Change Orders No. ___ to No. $	Net changes from previous Change Orders No. __ to No. days
Contract Price prior to this Change Order $	Contract Times prior to this Change Order Substantial Completion: Ready for final Payment: days or dates
Net Increase(Decrease) of this Change Order $	Net Increase (Decrease) of this Change Order days
Contract Price with all approved Change Orders $	Contract Times with all approved Change Orders Substantial Completion: Ready for final Payment: days or dates

RECOMMENDED: APPROVED: ACCEPTED:

By:_____ By:_____ By:_____

Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be properly covered by a Change order. The practice of accumulating change order items to reduce the administration burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT_____

DATE OF ISSUANCE_____

OWNER_____
OWNER's Contract No._____
CONTRACTOR_____ENGINEER_____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, Contractor and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with Contract Documents on

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows;

RESPONSIBILITIES:

OWNER:_____

_____

_____CONTRACTOR:

_____

_____

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

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents)

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

Executed by ENGINEER on _____, 20____

ENGINEER

By:_____

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

CONTRACTOR

By:_____

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 20____

OWNER

By:_____

(Authorized Signature)

December 12th, 2024

JD Cox, City Manager
City of Douglas
P.O. Box 1030
Douglas, Wyoming, 82633

Re: Recommendation of Award – City of Douglas – Municipal Pool Renovation Project

Dear Mr. Cox:

I recommend tabling the award of this project. The feedback that I have received from contractors at the prebid as well as discussions with both contractors that submitted bids, was that the probability of the pool opening for the summer of 2025 is very unlikely. Tabling the award of this project until January 2025 is not anticipated to delay the opening of the pool.

Bids were received for the City of Douglas – Municipal Pool Renovation Project on December 11th, 2024 at 2:00 PM. Two bids were received: USA Construction's bid of $465,760.00, and Powder River Construction's bid of $4,708,365.00. There were no alternate bid items on this project.

We have reviewed both bids and the bid from USA Construction is incomplete. I have spoken with USA Construction and they have sent a written notification withdrawing their bid.

The bid from Powder River Construction (PRC) was accurate and complete. There are no discrepancies in PRC's bid, and the documents were completed properly. The City of Douglas has budgeted $3,750,000.00 for the construction of the project.

With PRC's bid significantly over budget, my recommendation would be to table awarding the contract to PRC. I have spoken with PRC construction and delaying the award until January 2025 will not delay the project. They stated that they were not planning on being able to complete the project early for the pool to be open for a portion of the summer. PRC is willing to discuss value engineering items and scope alterations to reduce the total project costs. They mentioned that there were a few value engineering items that can reduce the cost without significant changes to the scope, and/or that they would be willing to discuss scope alterations to reduce the cost. With this being said, I do not have an issue with awarding the project in full to Powder River Construction if this is the desire and additional funds can be allocated to this project.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

Nicholas Larsen, P.E.

Cc: John Harbarger, Public Works Director

Civil Engineering Professionals, Inc.
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Agenda Item Report
City Council – December 12, 2024

Item
Bid Award: Douglas City Hall Site Improvements

Responsible Staff Contact
Brandon Frye

Recommendation
Staff recommends that Council consider Option 2 as City Hall has many frequent customers who are elderly citizens and there are currently challenges, without adding additional staff, to keeping the area cleared. Option 2 awards bid to Ramshorn Construction for the complete base bid project for $600,360 with the alternate of $67,000, for a total of $667,360.

Either 2a or 2b would be acceptable alternatives as some of the work is not anticipated being completed until the next fiscal year.

Executive Summary
Douglas City Hall Site Improvements were advertised to bid October 30th and November 6th. On December 4th bids were opened and three bids were received.
1) 71 Construction bid the project at $1,010,571 base bid and $69,800 on the entrance snow melt alternate.
2) Wayne Coleman Construction bid the project at $704,807 base bid and $72,500 on the entrance snow melt alternate.
3) Ramshorn Construction bid the project at $600,360 base bid and $67,000 on the entrance snow melt alternate.

$494,500 was budgeted for the project, leaving a total shortage of $211,720 (including the alternate). The bid from Ramshorn Construction has been thoroughly reviewed and found to be accurate and complete. We do not believe re-bidding the project will produce lower bids.

Options to consider:
Option 1. Award bid to Ramshorn Construction for the complete base bid project for $600,360 without the alternate.
Option 1A: Award base bid project for $600,360 in FY2425 to Ramshorn Construction, using $494,500 budgeted and amend FY2425 with an additional $105,860 (alternate not included).
Option 1B: Award budgeted amount for FY2425 ($494,500) and budget $105,860 in FY2526 to complete the project without the alternate.

Option 2: Award bid to Ramshorn Construction for the complete base bid project for $600,360 with the alternate of $67,000, for a total of $667,360.
Option 2A: Award base bid project and alternate for $667,360 in FY2425 to Ramshorn Construction, using $494,500 budgeted and amend FY2425 with an additional $172,860.
Option 2B: Award base bid project and alternate for $667,360, using $494,500 budgeted for FY2425 and budget $172,860 in FY2526 to complete the project with the alternate.

Option 3. Award bid to Ramshorn Construction and authorize staff to negotiate changes to the scope of work to complete site work on the East side of the building to bring the project within and not to exceed the current budget.

Background

This project is the second phase of the public facilities City Hall Facade and site improvement project.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome Fun, Uplifting, Neat and Tidy, Community (FUN)
SD Outcome Strategy City leads by example in maintenance and beautification of parks and city facilities.
SD Outcome KPI Project 1030 FUN-01
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department 57-5570-6544 Improvements other than building
Project/Line Item(s) City Hall Site Improvements
Budgeted Amount $494,500
Anticipated Amount $600,000 base bid and $67,000 Alternate

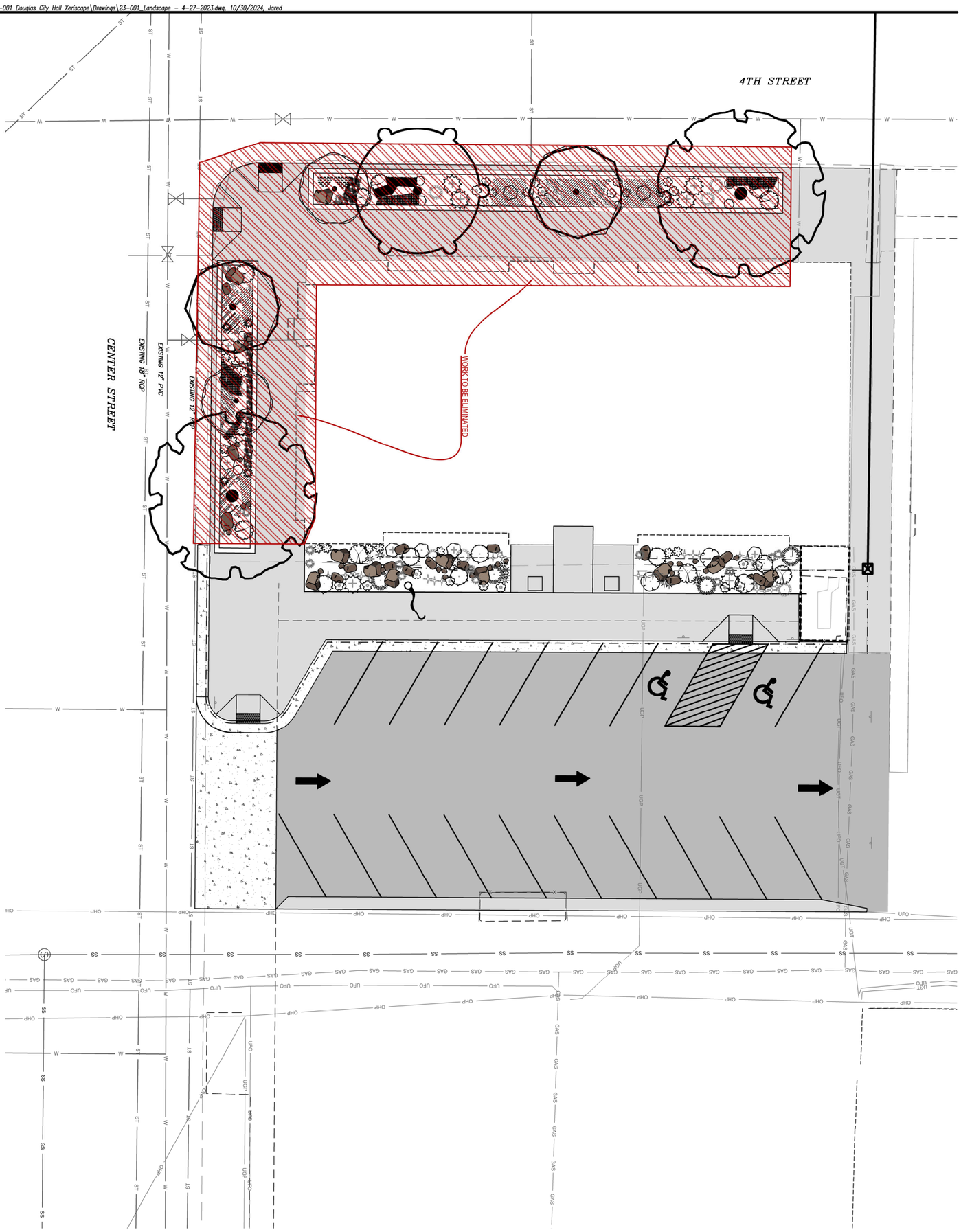
Action Requested/Recommended Motion

Move to award the City Hall Site improvements to Ramshorn Construction as amended and authorize the City Manager to sign all associated documents.

Attachments

1. ALT EXHIBIT (1)
2. BID TAB
3. BID TAB-SCOPE ADJUSTED
4. Recommendation for Award

M:\Land 2023\Engineering\23-001 Douglas City Hall Xeriscape\Drawings\23-001_Landscape - 4-27-2023.dwg, 10/30/2024, Jared



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CITY OF DOUGLAS
CITY HALL SITE IMPROVEMENTS PROJECT
DOUGLAS, WYOMING

PROJECT # 24-002
DATE 12/5/24
DRAWN BY JF

SCOPE EXHIBIT

SHEET X1.0

Civil Engineering Professionals, Inc.
6080 Enterprise Drive. Casper, Wy 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

Bid Tabulation

City of Douglas - City Hall Site Improvements Project

Bid Date: Wednesday, December 04, 2024 2:00pm

LS = Lump Sum EA = Each LF = Linear Feet AC = Acre
SY = Square Yard SF = Square Foot CY = Cubic Yard Ton=Ton

Base Bid Schedule				Engineer Estimate		Ramshorn Construction		Wayne Coleman Construction		71 Construction	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00	$ 39,022.00	$ 39,022.00	$ 101,800.00	$ 101,800.00
2	Demolition and Removal	LS	1	$ 35,000.00	$ 35,000.00	$ 65,000.00	$ 65,000.00	$ 29,000.00	$ 29,000.00	$ 34,000.00	$ 34,000.00
3	Earthwork	LS	1	$ 3,500.00	$ 3,500.00	$ 7,500.00	$ 7,500.00	$ 26,000.00	$ 26,000.00	$ 74,480.00	$ 74,480.00
4	Curb and Gutter	LF	180	$ 75.00	$ 13,500.00	$ 75.00	$ 13,500.00	$ 76.00	$ 13,680.00	$ 111.50	$ 20,070.00
5	Driveway Approach - 6" Concrete	SY	75	$ 150.00	$ 11,250.00	$ 125.00	$ 9,375.00	$ 142.00	$ 10,650.00	$ 224.00	$ 16,800.00
6	Storm Sewer	LS	1	$ 20,000.00	$ 20,000.00	$ 45,000.00	$ 45,000.00	$ 31,000.00	$ 31,000.00	$ 75,000.00	$ 75,000.00
7	Concrete Flatwork	SY	600	$ 150.00	$ 90,000.00	$ 105.00	$ 63,000.00	$ 107.00	$ 64,200.00	$ 145.00	$ 87,000.00
8	4" Asphalt/8" Base Course	SY	730	$ 120.00	$ 87,600.00	$ 58.00	$ 42,340.00	$ 78.00	$ 56,940.00	$ 141.50	$ 103,295.00
9	Concrete Slope Paving	LS	1	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 18,000.00	$ 18,000.00	$ 20,000.00	$ 20,000.00
10	ADA Ramp	LS	4	$ 1,500.00	$ 6,000.00	$ 2,250.00	$ 9,000.00	$ 1,400.00	$ 5,600.00	$ 160.00	$ 640.00
11	Parking Lot Striping	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 13,000.00	$ 13,000.00	$ 3,600.00	$ 3,600.00
12	Flagpole	EA	1	$ 5,000.00	$ 5,000.00	$ 10,500.00	$ 10,500.00	$ 13,000.00	$ 13,000.00	$ 17,500.00	$ 17,500.00
13	Irrigation System Complete	LS	1	$ 7,500.00	$ 7,500.00	$ 31,500.00	$ 31,500.00	$ 37,000.00	$ 37,000.00	$ 40,000.00	$ 40,000.00
14	18" Planter Wall	LF	355	$ 250.00	$ 88,750.00	$ 330.00	$ 117,150.00	$ 559.00	$ 198,445.00	$ 700.00	$ 248,500.00
15	1.5-inch Caliper Tree	EA	4	$ 650.00	$ 2,600.00	$ 2,000.00	$ 8,000.00	$ 1,300.00	$ 5,200.00	$ 1,400.00	$ 5,600.00
16	2-inch Caliper Tree	EA	3	$ 750.00	$ 2,250.00	$ 2,500.00	$ 7,500.00	$ 1,400.00	$ 4,200.00	$ 1,500.00	$ 4,500.00
17	5-gallon Shrub	EA	38	$ 75.00	$ 2,850.00	$ 190.00	$ 7,220.00	$ 236.00	$ 8,968.00	$ 250.00	$ 9,500.00
18	1-gallon Perennial	EA	56	$ 25.00	$ 1,400.00	$ 100.00	$ 5,600.00	$ 118.00	$ 6,608.00	$ 120.00	$ 6,720.00
19	1-gallon Grass	EA	58	$ 25.00	$ 1,450.00	$ 100.00	$ 5,800.00	$ 118.00	$ 6,844.00	$ 120.00	$ 6,960.00
20	4-inch Ground Covers	EA	251	$ 12.00	$ 3,012.00	$ 75.00	$ 18,825.00	$ 79.00	$ 19,829.00	$ 86.00	$ 21,586.00
21	2-8" River Rock Mulch	SY	18	$ 30.00	$ 540.00	$ 100.00	$ 1,800.00	$ 52.00	$ 936.00	$ 57.50	$ 1,035.00
22	Shredded Cedar Mulch	SY	195	$ 35.00	$ 6,825.00	$ 50.00	$ 9,750.00	$ 39.00	$ 7,605.00	$ 43.00	$ 8,385.00
23	Landscape Boulders	EA	50	$ 250.00	$ 12,500.00	$ 500.00	$ 25,000.00	$ 544.00	$ 27,200.00	$ 600.00	$ 30,000.00
24	Screen Wall	LF	90	$ 250.00	$ 22,500.00	$ 200.00	$ 18,000.00	$ 382.00	$ 34,380.00	$ 500.00	$ 45,000.00
25	Parking Lot Signage (HC, Stop, Do Not Enter)	EA	5	$ 1,500.00	$ 7,500.00	$ 300.00	$ 1,500.00	$ 1,900.00	$ 9,500.00	$ 720.00	$ 3,600.00
26	Traffic Control	LS	1	$ 3,500.00	$ 3,500.00	$ 20,000.00	$ 20,000.00	$ 8,000.00	$ 8,000.00	$ 15,000.00	$ 15,000.00
27	Force Account	FA	10,000	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
		Base Bid Total			**$ 496,027.00**		**$ 600,360.00**		**$ 704,807.00**		**$ 1,010,571.00**

Alternate Bid Schedule				Engineer Estimate		Ramshorn Construction		Wayne Coleman Construction		71 Construction	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Sidewalk Snowmelt	LS	1	$ 60,000.00	$ 60,000.00	$ 67,000.00	$ 67,000.00	$ 72,500.00	$ 72,500.00	$ 69,800.00	$ 69,800.00
		Alternate Bid Total			**$ 60,000.00**		**$ 67,000.00**		**$ 72,500.00**		**$ 69,800.00**

Bid Tabulation - SCOPE ADJUSTED

City of Douglas - City Hall Site Improvements Project

Bid Date: Wednesday, December 04, 2024 2:00pm

LS = Lump Sum EA = Each LF = Linear Feet
SY = Square Yard SF = Square Foot CY = Cubic Yard

Base Bid Schedule					Ramshorn Construction		Ramshorn Construction ADJUSTED	
ITEM	DESCRIPTION	UNIT	QUANTITY	ADJUSTED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	1	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
2	Demolition and Removal	LS	1	1	$ 65,000.00	$ 65,000.00	$ 50,000.00	$ 50,000.00
3	Earthwork	LS	1	1	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00
4	Curb and Gutter	LF	180	180	$ 75.00	$ 13,500.00	$ 75.00	$ 13,500.00
5	Driveway Approach - 6" Concrete	SY	75	75	$ 125.00	$ 9,375.00	$ 125.00	$ 9,375.00
6	Storm Sewer	LS	1	1	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00
7	Concrete Flatwork	SY	600	370	$ 105.00	$ 63,000.00	$ 105.00	$ 38,850.00
8	4" Asphalt/8" Base Course	SY	730	730	$ 58.00	$ 42,340.00	$ 58.00	$ 42,340.00
9	Concrete Slope Paving	LS	1	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
10	ADA Ramp	LS	4	2	$ 2,250.00	$ 9,000.00	$ 2,250.00	$ 4,500.00
11	Parking Lot Striping	LS	1	1	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
12	Flagpole	EA	1	1	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00
13	Irrigation System Complete	LS	1	0.6	$ 31,500.00	$ 31,500.00	$ 31,500.00	$ 18,900.00
14	18" Planter Wall	LF	355	0	$ 330.00	$ 117,150.00	$ 330.00	$ -
15	1.5-inch Caliper Tree	EA	4	0	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ -
16	2-inch Caliper Tree	EA	3	0	$ 2,500.00	$ 7,500.00	$ 2,500.00	$ -
17	5-gallon Shrub	EA	38	21	$ 190.00	$ 7,220.00	$ 190.00	$ 3,990.00
18	1-gallon Perennial	EA	56	22	$ 100.00	$ 5,600.00	$ 100.00	$ 2,200.00
19	1-gallon Grass	EA	58	47	$ 100.00	$ 5,800.00	$ 100.00	$ 4,700.00
20	4-inch Ground Covers	EA	251	57	$ 75.00	$ 18,825.00	$ 75.00	$ 4,275.00
21	2-8" River Rock Mulch	SY	18	18	$ 100.00	$ 1,800.00	$ 100.00	$ 1,800.00
22	Shredded Cedar Mulch	SY	195	75	$ 50.00	$ 9,750.00	$ 50.00	$ 3,750.00
23	Landscape Boulders	EA	50	38	$ 500.00	$ 25,000.00	$ 500.00	$ 19,000.00
24	Screen Wall	LF	90	90	$ 200.00	$ 18,000.00	$ 200.00	$ 18,000.00
25	Parking Lot Signage (HC, Stop, Do Not Enter)	EA	5	5	$ 300.00	$ 1,500.00	$ 300.00	$ 1,500.00
26	Traffic Control	LS	1	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
27	Force Account	FA	10,000	10,000	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
		Base Bid Total				**$ 600,360.00**		**$ 377,180.00**

Alternate Bid Schedule					Ramshorn Construction		Ramshorn Construction	
ITEM	DESCRIPTION	UNIT		QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Sidewalk Snowmelt	LS		1	$ 67,000.00	$ 67,000.00	$ 67,000.00	$ 67,000.00
		Alternate Bid Total				**$ 67,000.00**		**$ 67,000.00**

December 5, 2024

JD Cox, City Manager
City of Douglas
P.O. Box 1030
Douglas, Wyoming, 82633

Re: Recommendation of Award – City of Douglas – City Hall Site Improvements Project

Dear Mr. Cox:

Bids were received for the City of Douglas – City Hall Site Improvements Project on December 4th, 2024 at 2:00 PM. Three bids were received with prices ranging from $600,360. 00 to $1,010,571.00 for the Total Base Bid. A detailed breakdown of the bids is provided in the enclosed bid tabulation. The low bidder was Ramshorn Construction, Inc. with a Total Base Bid of $600,360. 00.

There was one alternate on the bid for sidewalk snowmelt installed on the entrance walkway with prices ranging from $60,000.00 to $72,500.00. Ramshorn Construction, Inc. was also the low bidder on the alternate.

We have thoroughly reviewed the bid provided by Ramshorn Construction, Inc. The bid was accurate and complete. There are no discrepancies in their bid and the documents were completed properly. The City of Douglas has budgeted $494,500.00 for the construction of the project.

I do not believe that rebidding the project will produce lower bids. If additional funds can be allocated to this project, Civil Engineering Professionals, Inc. (CEPI) recommends award of the contract for the City of Douglas – City Hall Site Improvements to Ramshorn Construction, Inc. in the full amount of $600,360.00. If additional funds cannot be allocated, CEPI recommends negotiating scope changes with Ramshorn Construction, Inc. based on the provided unit prices to complete the necessary work on the east side of the building as a continuation of the current building project. CEPI has contacted Ramshorn Construction, Inc. and they are willing to negotiate scope to bring the project within budget.

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

Nick Larsen, P.E.

Cc: John Harbarger, Public Works Director

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

Agenda Item Report
City Council – December 12, 2024

Item
Bid Award: The 112 Architect

Responsible Staff Contact
JD Cox, Clara Chaffin

Recommendation
Approve EV Studio for the Structural and Construction Design Services for Site Preparation at 112 N. 2nd Street.

Executive Summary
The City of Douglas received four proposals in response to the reissued Structural and Construction Design Services for Site Preparation at 112 N. 2nd Street from the following.

1. Apogee Engineers Architects
2. BA Architects
3. EV Studio
4. FDL Consulting

Fees ranged from $39,230 to $84,990; however, each proposal did not include identical service scopes. The review committee, consisting of JD Cox, Clara Chaffin, Jared Fehringer (CEPI) and Josh Olhava (Ayres Associates), interviewed each company on December 11, 2024, to gain a better understanding of each proposal.

Following the interviews, the committee selected EV Studio based on the following factors:

- The proposal considered all phases of the project.
- The company had the necessary specialized experience and certifications.
- The company could complete the work within the desired timeline.
- The company exhibited a high level of capacity and expertise.
- The company had examples of similar historic site work including masonry experience.
- The company understood the need for flexibility.
- The team members exhibited a high level of understanding of the project.
- The team members took the time to visit the site and attend the interview in person.

- The company has relationships with contractors who could complete the work.

EV Studio broke down their proposal into two phases. Phase I included a Structural Stabilization Plan, Facade Removal Plan, Site Prep and Geotechnical Evaluation, and Assistance in Contractor Selection for a total cost of $32,000. Phase II included Feasibility and Site Study, Project Estimates, and Refined Concepts for a total cost of $15,500. The total proposed fee for EV Studio was $47,500.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome: Unique & Promotable Identity (UPI).
SD Outcome Strategy: Strategy #2: Develop Attractive Community & Vibrant Downtown.
SD Outcome KPI: UPI-06: Identify and select architect/engineer to produce construction documents for The 112.
2014 Master Plan: C. Downtown. Support an active, diverse, and economically viable Downtown that is vibrant for both tourists and residents.
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department: 41-5411-2158
Project/Line Item(s): The 112: 1320
Budgeted Amount: $1,433,300
Anticipated Amount: $47,500

Action Requested/Recommended Motion

Recommend approving EV Studio for the Structural and Construction Design Services for Site Preparation at 112 N. 2nd Street in an amount not to exceed $47,500 and further authorize the City Manager to execute and sign all associated documents.

Attachments

1. The 112 RFP Bid Tab
2. RFP for Structural and Construction Design Services - 112 N 2nd FINAL - REISSUED 20241021 (with Appendices)

The 112 RFP

Evaluation Criteria	Apogee Engineers Architects	BA Architects	EV Studio	FDL Consulting
Cost	$39,230 flat fee	$84,990	$47,500 ($32,000 Phase I+$15,500 Phase II)	$84,420

Evaluation Criteria

Submitted proposals will be evaluated by the selection committee based on the following criteria:

1. **Specialized Experience**: Technical expertise of the firm and personnel in connection with the scope of services and project complexity.
2. **Certifications**: Wyoming-based engineer certifications relevant to the project.
3. **Past Performance**: Record of performance on previous contracts, including the quality of work, timeliness, and cost control.
4. **Capacity**: Ability to complete the work within the time limitations, considering the firm's current and planned workload.
5. **Project Familiarity**: Understanding of the type of project and the specific challenges associated with the scope of services.
6. **Cost**: Proposed hourly rates and overall cost of services.

Request for Proposal: Structural and Construction Design Services for Site Preparation at 112 N. 2nd Street, Douglas, Wyoming *REISSUED*

CITY OF DOUGLAS WYOMING
HOME OF THE JACKALOPE.

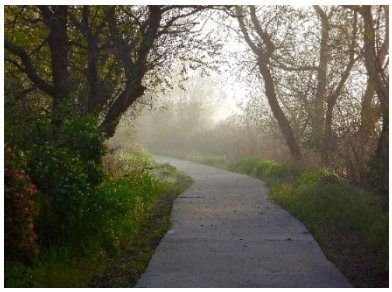
The City is seeking proposals from qualified firms for geotechnical, structural and construction design services for a former 5,500-square-foot building located at 112 N 2nd Street in downtown Douglas. The project includes engineering analysis and the development of a detailed site-specific geotechnical report, structural and construction drawings necessary to stabilize the site and adjacent buildings, prepare the site for interim use, and guide future redevelopment efforts. This RFP focuses on planning and design, providing the groundwork for future construction activities.

RFPs will be accepted electronically until **4:00 PM MT, November 20, 2024,** and will be evaluated immediately following.

Please send your PDF response to:
Clara Chaffin
cchaffin@cityofdouglas.org
Subject: "**112 N 2nd Structural and Construction Design Services**"

Section One
Introduction and Summary

The City of Douglas is soliciting proposals from qualified Wyoming-licensed engineers for structural and geotechnical design services at 112 N. 2nd Street in downtown Douglas. Damaged by a fire in 2000, this property is an important part of the City's downtown revitalization efforts, with a long-term vision to redevelop the site. The focus of this RFP is on conducting the necessary geotechnical and structural analysis and developing detailed construction drawings to stabilize the site, secure adjacent buildings, and prepare the property for interim uses. This effort will provide the critical groundwork for the City's future construction and redevelopment phases.



Proposals must be submitted electronically to Clara Chaffin at cchaffin@cityofdouglas.org with the subject line "RESPONSE TO RFP: Structural and Construction Design Services for Site Preparation at 112 N. 2nd St" by no later than **4:00 PM MST, November 20, 2024**.

The City anticipates awarding the project at the City Council's regular meeting on December 9, 2024, with work expected to begin by December 23, 2024, following contract execution. All work should be completed by May 2025 unless otherwise approved by City Council.

Section Two
City of Douglas

Recognized as the Jackalope Capital of the world, the City of Douglas, with a population of over 6,400 people, is a growing community located in east-central Wyoming, in Converse County. The City is situated along the Interstate 25 corridor, approximately 50 miles east of Casper, WY, and 130 miles north of Cheyenne, WY. Our legacy is rooted in Oregon Trail pioneers, railroads, and the wild western frontier. That pioneering spirit, essential to survival in the old West, still exists today.

With breathtaking views, Douglas sits at an elevation of 5,000 feet, resting at the foot of the beautiful Laramie Mountain range and beside the North Platte River. The nearby Medicine Bow National Forest and Glendo Reservoir provide opportunities for outdoor recreation such as hunting, fishing, boating, and hiking. In addition to being the official home of the Jackalope and a Tree City USA,

Douglas is home to the Wyoming State Fairgrounds, Pioneer Museum, Wyoming Law Enforcement Academy, Douglas Railroad Interpretive Center, Douglas Community Golf Course, and other attractions.

Douglas has been named one of the best 100 Small Towns in America and was recently recognized as the best small town in the western United States to practice medicine. The City enjoys a diverse economy and high quality of life, grounded in traditional family values. The strong economic base is primarily influenced by the availability of rail access, nearby coal resources, and related mining operations, as well as mineral exploration and production activities associated with oil, gas, and uranium reserves in Converse County

The current municipal boundaries can be found online via the Converse County Mapserver.

Section Three
Project Background

The downtown property at 112 N. 2nd Street covers approximately 0.14 acres in the heart of Douglas, sitting at an elevation of 4,819 feet. The site has a rich history, dating back to its earliest known use as an ice cream shop, as recorded on a Sanborn Fire Insurance map from 1894. Over the years, it has housed a variety of businesses, including a meat store, billiards, furniture store, confectionery, grocery warehouse, bank, law offices, clothing store, and more. By 1995, the site became home to KKTY Radio and Four Seasons Cleaners, which operated until at least 2001. Although the building was believed to have been erected in 1913, earlier maps show it was in use as early as 1894. The property was severely damaged by fire around 2000, leaving only the front unreinforced masonry façade intact, which has since been supported by temporary timber support structures that are now deteriorating.

Extensive assessments have been conducted over the past five years, beginning with Phase I and II Environmental Site Assessments under a USEPA Brownfield Grant to determine any lingering contamination from the dry cleaners and fire. In 2024, a limited structural evaluation by Martin and Martin assessed the condition of the remaining façade, temporary timber bracing, and surrounding infrastructure. This assessment is included in the appendices. The current site consists of the façade front, a chain-link fence at the rear, and a vacant interior filled with vegetation, concrete remnants, and the deteriorating façade and

support systems. These elements are now compromised, posing a potential threat to the adjacent structures and public spaces.

The City has a long-term vision for the property as part of its downtown revitalization efforts, with the ultimate goal of developing a three-story mixed-use building featuring commercial spaces on the ground floor and residential units on the second and third floors. A concept plan for this redevelopment was developed in 2021. However, the immediate focus of this RFP is to stabilize the site and prepare it for interim use. The selected firm will build upon existing studies and assessments to ensure that the site and adjacent structures are structurally secure, in turn laying the groundwork for future construction and redevelopment. Concept plans for the future redevelopment are included as an attachment.

Section Four
Scope of Services

The purpose of this project is to stabilize and prepare the site at 112 N. 2nd Street for interim uses while laying the groundwork for future redevelopment. The selected consultant will be responsible for the following preliminary elements:

1. **Structural Stabilization Plan**: Develop a detailed structural stabilization plan that ensures the structural integrity of the remaining site components and the protection of adjacent buildings. This includes any structural modeling and design computations needed to produce construction drawings to stabilize the shared walls with neighboring structures and any associated infrastructure (sidewalks, streets, and alleyways).
2. **Facade Removal Plan**: Provide a comprehensive plan for the safe removal of the existing unreinforced masonry façade without causing damage to the adjacent buildings. This plan must take into account structural concerns, required sequencing, the stability of neighboring properties, and the preservation of site integrity.
3. **Site Preparation and Geotechnical Evaluation**: Conduct a site-specific geotechnical analysis to determine sub-base fill needs and to provide recommendations to mitigate water infiltration and groundwater issues as they relate to the site and adjacent structures. The geotechnical report shall provide the required structural design criteria values of the conceptual future building's foundation substructure. The design must account for the site's future use, preparing it for potential interim activities and future redevelopment. The sub-base fill design must protect adjacent infrastructure, including buildings, sidewalks, streets, and alleyways, and accommodate the structural needs of the conceptual future building.
4. **Feasibility Study for Future Redevelopment**: Assess the feasibility of future engineering needs based on the City's conceptual redevelopment plans. The study should identify constraints and opportunities

related to existing infrastructure, structural integrity of the site and existing features, and propose solutions to integrate future development with the site.

Deliverables:
The City is seeking the following minimum deliverables:

- **Phase I: Structural Stabilization and Site Preparation Plan**
  - Develop detailed pricing plans with general specification notes for the removal of the front façade.
  - Create stabilization pricing plans with general specification notes for adjacent buildings and shared walls.
  - Provide a geotechnical analysis and associated report, along with the structural design for site fill, ensuring protection of adjacent infrastructure and preparing the site for interim use.
  - Develop construction documents that will guide interim site preparation work.
  - Assist the City with Bid Documents and selection of a contractor/developer.
- **Phase II: Feasibility Study for Future Development**
  - Conduct a feasibility study for the site's engineering based on the conceptual redevelopment plan.
  - Provide a preliminary cost estimate for the future construction phase, including permits and compliance with local regulations.
  - Refine the conceptual redevelopment design based on feasibility findings.

Project Timeline:
Work on the project is anticipated to begin in December 2024, following final selection and contract approval, with an anticipated completion by May 2025 unless otherwise approved by City Council. The selected consultant will provide a detailed project timeline that outlines key milestones and progress checkpoints.

Project Management and Communication:
The selected consultant will be responsible for regular communication with City staff, including organizing project meetings, preparing meeting materials, and providing timely updates on progress.

- **Timeline and Budget:** a clear project timeline and budget for ongoing communication and project management must be included in the proposal.
- **Meetings**: Monthly progress meetings will be held with Staff. These progress meetings may be held virtually.

Qualification Requirements:
The consultant team must include licensed engineers in Wyoming, experienced in structural, geotechnical, and civil engineering. Proposals should identify the project lead and any additional team members required to complete the work. All professionals must be appropriately licensed in Wyoming.

Additional Considerations:
Respondents are encouraged to propose an alternate scope of services that meets the goals of the project, including any innovative approaches to site stabilization and future redevelopment planning. All final documentation and reports will be provided electronically.

Documentation: At a minimum, provide documentation of all activities, draft reports, and final reports electronically. This is subject to change based on idea-generating conversations between the selected consultant and the City.

Delivery: Consultants will ensure that each of the requirements is met, and components are included in the final document.

Section Five
RFP Submittal Requirements

RFPs must include the following information:

1. **Introductory Requirements**
    a. Transmittal Letter
    Provide a transmittal letter signed by an authorized representative of the firm, confirming the applicant's availability and commitment to completing the project within the specified timeline.
    b. Project Understanding
    Include a statement describing the applicant's understanding of the project's scope, with emphasis on the stabilization and interim site preparation goals, and any unique skills or approaches the applicant will bring to the project.
2. **General Information**
    a. Provide the following company information:
        i. Firm name
        ii. Business address
        iii. Primary contact name, email, and telephone number
        iv. Year established
        v. Type of ownership
    b. Subcontractor information and role.
        i. If applicable, provide details of any subcontractors who will contribute to the project, including their specific role.
    c. Experience
        i. Provide a summary of the applicant's experience with similar stabilization, structural design, and geotechnical projects.
        ii. Include background information on key members of the project team and their relevant experience in similar projects.
        iii. Provide qualifications and certifications of key engineers and other technical staff.
        iv. Highlight any specialized skills that are particularly suited to this project, such as structural stabilization or geotechnical expertise.
    d. Potential or Perceived Conflicts of Interest
        i. Disclose any potential or perceived conflicts of interest that may affect this project.
3. **Project Approach, Schedule, and Presentations**

a. Provide a detailed narrative describing the applicant's approach to completing the project as outlined.
b. Submit an expected project schedule, with key milestones and deadlines, starting from anticipated contract approval in November 2024 through the project completion in May 2025. The application may propose a timeline that is less than the 6 months outlined.
c. Describe the anticipated final deliverables, including structural stabilization plans, façade removal plans, geotechnical reports, and feasibility studies.
d. Include any additional approaches or information relevant to demonstrating the applicant's knowledge of and capacity to complete this project.

4. **Resumes**
   a. Provide resumes for all individuals who will be directly involved in the project. Each resume should outline the individual's relevant experience and their proposed role in this project, following the qualifications listed in Section 2.
5. **References**
   Provide at least three references for similar projects completed by the applicant, including the following information:
   - Name of the project contact, their position, email address, and telephone number.
   - Description of the services provided and the applicant's role in the project.
6. **Project Costs**
   a. Submit an overall project cost, including a breakdown of major tasks with associated costs.
   b. Include the hourly rates and hours by task for all key team members involved in the project.
   c. Provide a reimbursement schedule or detailed breakdown of anticipated reimbursable expenses related to the project.
7. **Proof of Insurance for Contractor and Subcontractors**
   a. Include a statement confirming that proof of the following insurance will be provided if awarded the contract:
      i. Comprehensive General Liability Insurance
         1. Applicant shall have comprehensive general liability insurance coverage during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof in an amount not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in general aggregate.
      ii. Workers' Compensation or Employers Liability Insurance
         1. Applicant shall provide proof of workers' compensation coverage, for all employees working on this project. Applicant's coverage shall be under the Wyoming Workers Safety and Compensation program if statutorily required or such other workers' compensation insurance as appropriate. Applicant's insurance shall include Stop Gap coverage in the amount not less than five hundred thousand dollars ($500,000) per employee for each accident and disease. Applicant shall also supply proof of worker's compensation and employer's liability insurance on any sub-applicant.
         2. Professional Liability or Errors and Omissions Liability Insurance

iii. Applicant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect Committee from any and all claims arising from Applicant's alleged or real professional errors, omissions or mistakes in the performance of professional duties by Applicant or his sub-applicants in an amount no less than five hundred thousand dollars ($500,000).

iv. Business Automobile Liability

1. Applicant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000) per occurrence.

The RFP is to be signed by an official authorized to bind the offer and is to contain a statement to the effect that the RFP is a firm offer for a ninety (90) day period from opening. The RFP is also to provide the following information: name, title, address, email address, and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of RFP evaluation to clarify submittal information.

Section Six
Selection Procedures and Schedule

Communication and Questions

All communication regarding this RFP must be directed to Clara Chaffin at cchaffin@cityofdouglas.org. Written questions are due by **3:00PM MT, October 31, 2024**, and responses will be sent to those who submit questions or request to receive updates. Answers will also be posted on the City of Douglas Bid page.

No other contact with City staff, Council members, agents, or consultants is allowed during the RFP process. Failure to adhere to this requirement may result in disqualification.

RFP Submission Instructions

RFP responses must be submitted via email to cchaffin@cityofdouglas.org with the subject line "RESPONSE TO RFP: Structural and Construction Design Services for Site Preparation at 112 N. 2nd St" by **4:00 PM MT, November 20, 2024**.

Evaluation Criteria

Submitted proposals will be evaluated by the selection committee based on the following criteria:

1. Specialized Experience: Technical expertise of the firm and personnel in connection with the scope of services and project complexity.
2. Certifications: Wyoming-based engineer certifications relevant to the project.
3. Past Performance: Record of performance on previous contracts, including the quality of work, timeliness, and cost control.

4. Capacity: Ability to complete the work within the time limitations, considering the firm's current and planned workload.
5. Project Familiarity: Understanding of the type of project and the specific challenges associated with the scope of services.
6. Cost: Proposed hourly rates and overall cost of services.

Anticipated Timeline (subject to change)

- **RFP Re-Issued**: October 21, 2024.
- **Questions Due**: 3:00 PM MT October 31, 2024.
- **Q&A Posted**: 4:00 PM MT, November 1, 2024
- **RFP Submission Due**: 4:00 PM MST, November 20, 2024.
- **Tentative Virtual Interview**: December 2-3, 2024.
- **City Council Approval**: December 9, 2024.
- **Contract Execution**: December 10-20, 2024.
- **Consultant Start Date:** December 23, 2024.

Appendices:

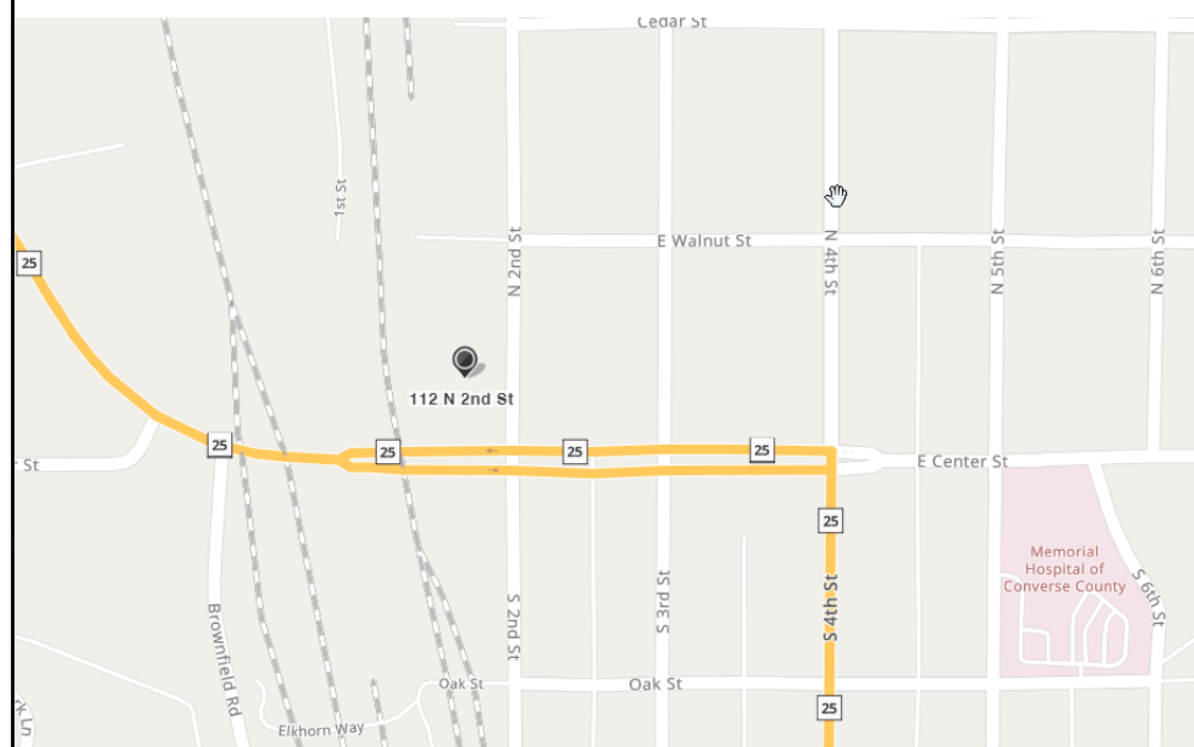
- 2022 Structural Plans – Martin and Martin
- 2022 Douglas Building Official Memo – City of Douglas
- 2024 Structural Observations – Martin and Martin
- 2020 Concept Plans – Ayres Associates

We look forward to working with you!

PROJECT SCOPE

THIS PROJECT INCLUDES IN-FILL OF AN EXISTING BASEMENT AT 112 NORTH 2ND STREET IN DOUGLAS, WYOMING. SITE WAS ORGINALLY A BUILDING WHICH AS BEEN DEMOLISHED. THE EXISTING BASEMENT HAS BEEN PARTIALLY FILLED IN WITH SOIL. DUE TO CONCERNS OF INCREASING HORIZONTAL SOIL PRESSURE ON THE BASEMENT WALLS OF THE ADJACENT BUILDINGS IN-FILLING WITH SOIL IS NOT RECOMMENDED. THESE DRAWINGS INCLUDE REMOVAL OF THE PARTIALLY IN-FILLED SOIL, FILLING IN THE BASEMENT WITH CONTROLLED LOW STRENGTH FILL AND TOPPING THE SITE WITH A CONCRETE SLAB.

PROJECT LOCATION



NORTH

DESIGN CRITERIA

1) CODES AND STANDARDS:
1A) GENERAL DESIGN
- IBC 2018

1B) LOADS
- ASCE/SEI 7-10 "MINIMUM DESIGN LOAD FOR BUILDINGS AND OTHER STRUCTURES" WHERE INDICATED ON DRAWINGS INDIVIDUAL UNFACTORED LOAD COMPONENTS (D, Di, L, Lr, R, S, H, F, Fa, E, W, Wi, T) ARE AS DEFINED AND DETERMINED BY THE BUILDING CODES AND STANDARDS INDICATED. LOAD COMPONENTS SHALL BE COMBINED USING THE LOAD COMBINATIONS OF THE BUILDING CODE FOR SPECIALTY DESIGN BY OTHERS.

1C) CONCRETE
- ACI 301-10 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS"
- ACI 318-11 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"

SHEET LIST

SHEET NUMBER	SHEET NAME
S-100	ABBREVIATIONS, SYMBOLS & GENERAL NOTES
S-200	IN-FILL PLAN
S-250	ELEVATIONS

SALVAGE MATERIALS

1) SALVAGE MATERIALS:
1A) SAVE ALL HISTORIC MATERIALS (MOST MATERIALS ON THE FACADE QUALITY AS HISTORIC) FOR USE IN THE REDEVELOPMENT OF THE STRUCTURE.

1B) MATERIAL TO BE SAVED, SALVAGED SHALL BE REMOVED PRIOR TO PRIMARY DEMOLITION. MATERIAL TO BE SALVAGED SHALL BE REMOVED WITH CARE AND WITHOUT DAMAGE. CONTRACTOR SHALL ACCOUNT FOR ADDITIONAL TIME REQUIRED TO REMOVE MATERIAL TO BE SALVAGED.

1C) SALVAGED MATERIAL SHALL BE STORED IN SUCH A WAY AS TO PROTECT MATERIAL FROM DAMAGE. SALVAGED MATERIAL SHALL BE STORED IN A SECURE AND WEATHER PROTECTED ENVIROMENTMENT UNTIL SUCH TIME AS IT IS DELIVERED TO THE CITY OF DOUGLAS.

1D) CONTRACTOR SHALL NOTIFY THE CITY OF DOUGLAS TWO WEEKS PRIOR TO DELIVERING SALVAGED MATERIAL. SALVAGED MATERIAL SHALL BE DELIVERED AND UNLOADED AT A LOCATION TO BE COORDINATED WITH THE CITY OF DOUGLAS.

GENERAL NOTES

1) GENERAL:
1A) ENGINEER: REFERENCES ON THE STRUCTURAL DRAWINGS TO 'ENGINEER' MEAN THE STRUCTURAL ENGINEER OF RECORD. OTHER ENTITIES ARE SPECIFICALLY NOTED AS "CONTRACTOR'S ENGINEER", "MECHANICAL ENGINEER", ETC.

1B) UNDERGROUND UTILITIES: LOCATE EXISTING UTILITIES AND NOTIFY ENGINEER OF EXISTING UTILITIES OR SUBGRADE CONDITIONS WHICH INTERFERE WITH WORK.

2) USE OF DRAWINGS:
2A) DO NOT SCALE DRAWINGS.

2B) DETAILS ON DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.

2C) DETAILS NOTED TYPICAL APPLY TO ALL SIMILAR CONDITIONS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ELSEWHERE ON THE PROJECT.

2D) WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES AND SPECIFICATIONS:
- CONTACT THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION
- THE MORE STRINGENT REQUIREMENTS SHALL GOVERN FOR BIDDING / PRICING

3) EXISTING STRUCTURES:
3A) CONTRACT DOCUMENTS HAVE BEEN PREPARED USING AVAILABLE DRAWINGS AND SITE OBSERVATION AS PERMITTED BY ACCESS RESTRICTIONS DURING DESIGN.

3B) DURING CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING CONDITIONS WHICH ARE NOT KNOWN OR ARE AT VARIANCE WITH PROJECT DOCUMENTATION. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL CONDITIONS NOT PER THE CONTRACT DOCUMENTS. EXAMPLES INCLUDE:
- SIZES OR DIMENSIONS OTHER THAN THOSE SHOWN
- DAMAGE OR DETERIORATION TO MATERIALS AND COMPONENTS
- CONDITIONS OF INSTABILITY OR LACK OF SUPPORT
- ITEMS NOTED AS EXISTING ON THE DRAWINGS BUT NOT FOUND IN THE FIELD

3C) PREPARE DIMENSIONAL DRAWINGS OF ALL DISCOVERED ITEMS.

3D) CONTRACTOR SHALL FIELD VERIFY ALL EXISTING STRUCTURAL CONDITIONS PRIOR TO SUBMITTING SHOP DRAWINGS. CONTRACT IS RESPONSIBLE FOR FIELD VERIFING ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. DIMENSIONS OF EXISTING ELEMENTS MAY VARY FROM APPROXMIATE DIMENSIONS SHOWN ON PLAN.

3E) CONTRACTOR SHALL MAKE ALLOWANCE FOR THE RESOLUTION OF SUCH DISCOVERIES IN THE CONSTRUCTION SCHEDULE.

4) SUBMITTALS AND SUBSTITUTIONS:
4A) SUBMITTALS:
- IF THE CONTRACTOR REQUESTS A CHANGE FROM THE STRUCTURAL DRAWINGS, IT SHALL BE APPROVED BY THE MARTIN/MARTIN WYOMING, INC. PRIOR TO SUBMITTING SHOP DRAWINGS. VARIATION SHALL BE INDICATED ON THE SHOP DRAWINGS.
- CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR USE IN SUBMITTALS
- ALL SHOP DRAWINGS SHALL REFERENCE THE STRUCTURAL DRAWING NUMBER AND DETAIL USED TO PREPARE THE SUBMITTAL

4B) SUBSTITUTIONS: ENGINEER'S APPROVAL SHALL BE SECURED FOR ALL SUBSTITUTIONS

4C) NONCONFORMANCE: NOTIFY ARCHITECT OF CONDITIONS NOT CONSTRUCTED PER THE CONTRACT DOCUMENTS PRIOR TO PROCEEDING WITH CORRECTIVE WORK. SUBMIT PROPOSED REPAIR TO THE ARCHITECT FOR ACCEPTANCE. CONTRACTOR SHALL COMPENSATE MARTIN/MARTIN, INC. FOR DESIGNING THE REPAIR.

5) TEMPORARY CONDITIONS, CONSTRUCTION ENGINEERING, AND OSHA STANDARDS:
5A) THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION AND ONLY FOR LOADS ANTICIPATED DURING THE STRUCTURE'S SERVICE LIFE.

5B) THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. CONTRACTOR SHALL PROVIDE ALL REQUIRED ENGINEERING AND OTHER MEASURES TO ACHIEVE THE MEANS, METHODS, AND SEQUENCES OF WORK WHICH MAY INCLUDE, BUT IS NOT LIMITED TO:
- LAYOUT
- DESIGN FOR FORMWORK AND SHORING
- DESIGN OF CONCRETE MIXES
- DESIGN OF TEMPORARY BRACING OF WALLS FOR WIND, SEISMIC, OR SOIL LOADS
- SURVEYING TO VERIFY CONSTRUCTION TOLERANCES
- EVALUATION OF TEMPORARY CONSTRUCTION LOADS ON STRUCTURE DUE TO EQUIPMENT AND MATERIALS
- STRUCTURAL ENGINEERING TO RESIST ANY OTHER LOADS NOT IDENTIFIED ON DESIGN DRAWINGS

5C) NOTHING SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE CONSTRUED AS ELIMINATING THE NEED FOR THE CONTRACTOR TO COMPLY WITH ALL OSHA REQUIREMENTS. WHERE THE STRUCTURAL DRAWINGS APPEAR TO CONFLICT WITH OSHA REQUIREMENTS, THE STRUCTURAL DRAWINGS REPRESENT FINAL CONDITIONS ONLY.

CONCRETE NOTES

1) GENERAL:
1A) ALL WORK SHALL CONFORM WITH ACI 301-10, UNLESS NOTED OTHERWISE IN DRAWINGS OR PROJECT SPECIFICATIONS.

2) STRUCTURAL CONCRETE MIX REQUIREMENTS:

CONCRETE MIX TABLE - SMALL

CONC MIX TYPE	INTENDED USE	MIN 28 DAY STRENGTH f'c (KSI)	CONC WEIGHT	MAX W/C RATIO, INCLUDING FLY ASH	MAX AGGREGATE SIZE, IN (ASTM C33)	TOTAL AIR CONTENT (%), NOTE a	OTHER REQTS, NOTE b
1	EXTERIOR SLAB ON GRADE	5	NWC	0.40	3/4 (#67)	6	FRC

CONCRETE MIX TABLE NOTES:

PROPORTIONS OF MATERIALS IN CONCRETE MIX SHALL BE ESTABLISHED TO:

- PROVIDE THE MINIMUM COMPRESSIVE STRENGTH AS INDICATED IN THE MIX TABLE. DO NOT EXCEED THE MAXIMUM WATER-CEMENT RATIO NOTED.

- PROVIDE WORKABILITY AND CONSISTENCY TO PERMIT CONCRETE TO BE WORKED READILY INTO FORMS AND AROUND REINFORCEMENT UNDER CONDITIONS OF PLACEMENT TO BE EMPLOYED, WITHOUT SEGREGATION OR EXCESSIVE BLEEDING. CONTRACTOR SHALL SELECT APPROPRIATE SLUMP. USE ADMIXTURES AS REQUIRED TO OBTAIN DESIRED RESULTS.

USE TYPE I / II PORTLAND CEMENT UNLESS NOTED OTHERWISE. FOR CONCRETE MIXES USED ON FLOORS MINIMUM CEMENTITIOUS CONTENT SHALL BE 540 POUNDS PER CUBIC YARD

FOR CONCRETE PLACED BY PUMPING PROVIDE CONCRETE MIX FLOWABILITY TO FACILITATE PUMPING. ENTRAINED AIR MAY BE USED TO FACILITATE PUMPING SUBJECT TO THE PROVISIONS OF NOTE b BELOW.

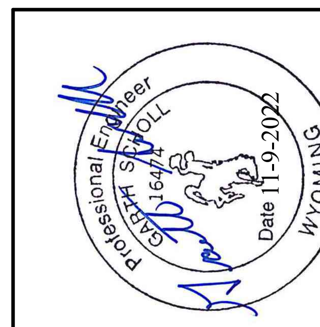
a. WHERE AIR CONTENT IS INDICATED IN THE MIX TABLE, PROVIDE AIR ENTRAINING ADMIXTURE. TOTAL AIR CONTENT LIMITS INCLUDE BOTH ENTRAINED AND ENTRAPPED AIR +/- 1.5%.
b. ABBREVIATIONS FOR OTHER REQUIREMENTS AS FOLLOWS:
FRC = SYNTHETIC MACROFIBER REINFORCED CONCRETE. 3 LB/YD

3) CONSTRUCTION/CONTROL JOINTS:
3A) SUBMIT DRAWINGS SHOWING CONSTRUCTION AND CONTROL JOINT LOCATIONS ALONG WITH THE SEQUENCE OF POURS. CONSTRUCTION JOINT LOCATIONS AND CASTING SEQUENCE SHALL BE ARRANGED TO MINIMIZE THE EFFECTS OF ELASTIC AND LONG-TERM SHORTENING/SHRINKAGE.

3B) CONSTRUCTION JOINTS IN SLABS-ON-GRADE SHALL BE LOCATED TO ACCOMMODATE THE MAXIMUM LENGTH AND AREA THE CONTRACTOR CAN REASONABLY POUR, FINISH, AND JOINT IN THE SAME DAY.

3C) CONCRETE CONSTRUCTION JOINT SURFACE SHALL BE CLEANED AND ALL LAITANCE AND LOOSE MATERIAL REMOVED PRIOR TO SECOND CONCRETE PLACEMENT.

MARTIN/MARTIN WYOMING
6523 Yellowstone Road, Suite 200
Cheyenne, Wyoming 82009
307.637.8422
mmwyo.com



EXISTING BASEMENT IN-FILL

112 North Second Street, Douglas WY, 82633

REVISIONS

NO.	ISSUE	DATE
1	CITY COMMENTS	09-27-22
2	CD	11-09-22

PROJECT NO: 22.009
DATE: 08/11/2022

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SHEET TITLE:
ABBREVIATIONS, SYMBOLS & GENERAL NOTES
SHEET NUMBER:
S-100

MM JOB #: 22.009
PRINCIPAL: JRS
EOR: GFS
PROJECT MANAGER: GFS
DESIGNERS: GFS
LEAD REVIT TECH: EL
DATE PRINTED: 11/9/2022 1:13:18 PM
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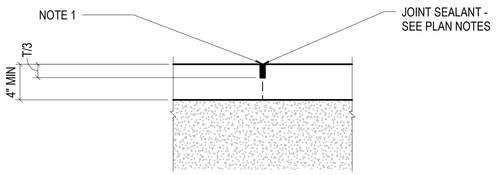
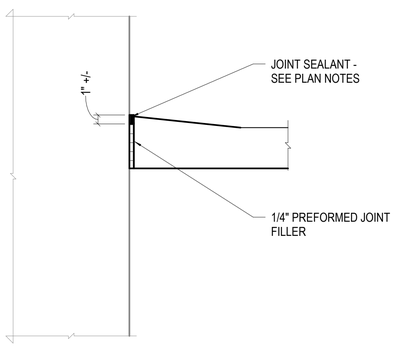


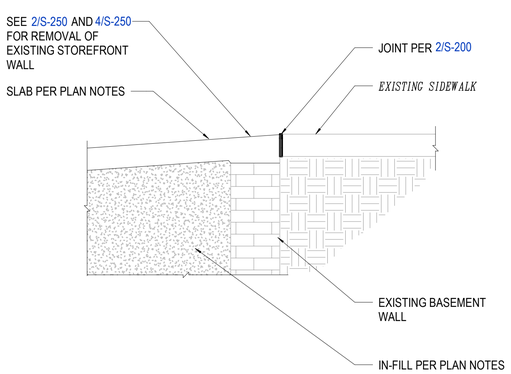
NOTES:

1. PROVIDE TOOLED JOINT OR SAW CUT AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PERMIT CUTTING WITHOUT CHIPPING, SPALLING, OR TEARING (BUT NOT MORE THAN 12 HOURS AFTER CASTING)

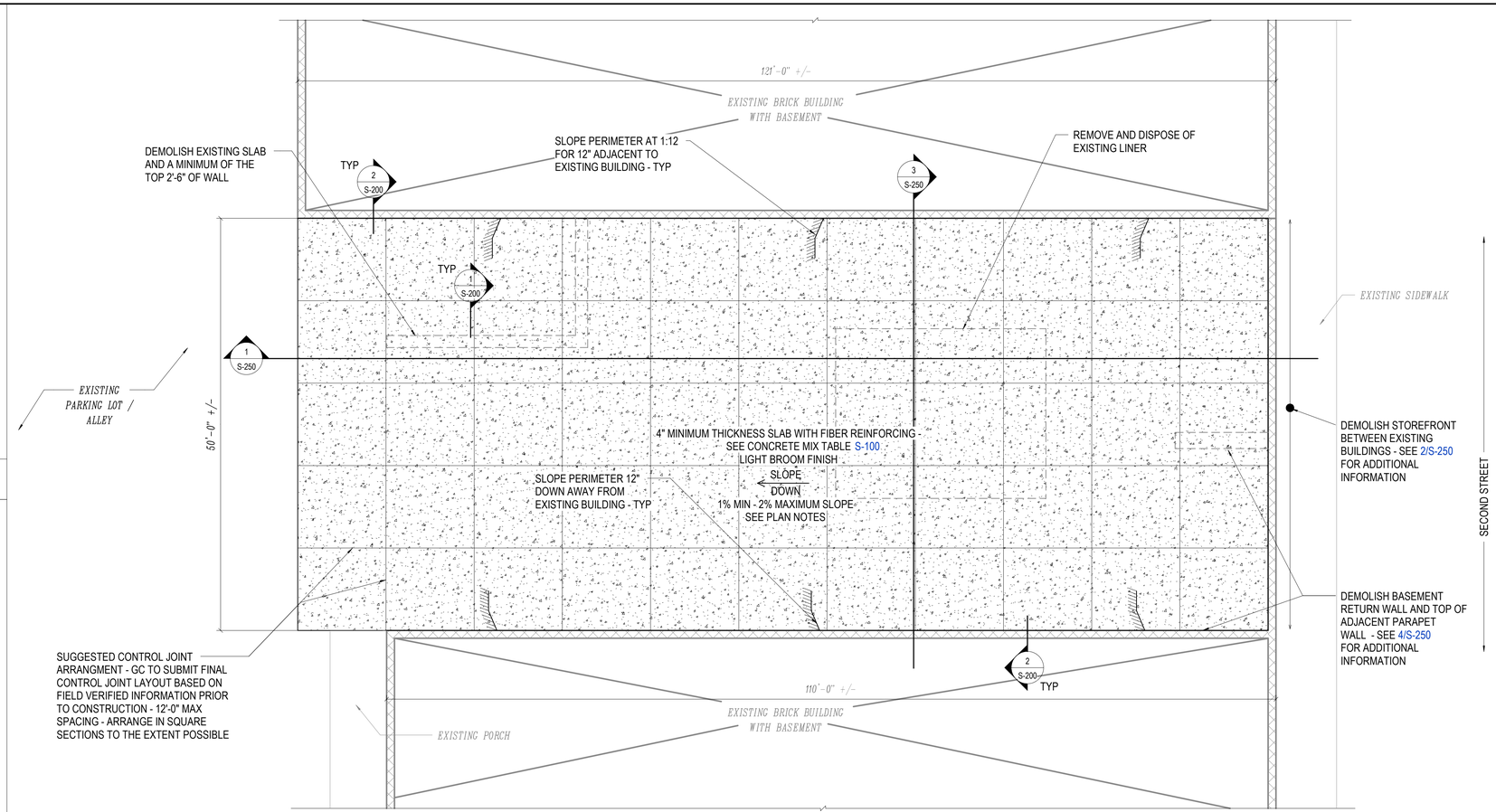
1 NO SCALE SLAB-ON-GRADE CONTROL JOINT



2 NO SCALE TYP SOG ISOLATION JOINT



3 3/4" = 1'-0" EDGE OF BASEMENT/SIDEWALK



BASEMENT IN-FILL PLAN

NO SCALE

NORTH

1. **GENERAL:**
   A. SEE S-100 SERIES SHEETS FOR GENERAL NOTES.
2. **IN-FILL : CONTROLLED LOW STRENGTH FILL:**
   A. CONTROLLED LOW STRENGTH FILL MATERIAL: BASIS OF DESIGN FOAMED FLASHFILL BY FLASHFILL SERVICES, LLC.
      a. LEAN CONCRETE IS AN ACCEPTABLE CONTROLLED LOW STRENGTH FILL ALTERNATE.
   B. CONTROLLED LOW STRENGTH FILL TO BE PLACED IN LIFTS OR AT A RATE OF PLACEMENT SUCH THAT A MAXIMUM OF 12" OF EQUIVALENT FLUID PRESSURE IS IMPOSED ON ADJACENT BUILDING WALLS. CONTRACTOR SHALL SUBMIT PLACEMENT PROCEDURE FOR REVIEW BY ENGINEER, PROCEDURE SHALL INCLUDE VERIFICATION THAT ADDITIONAL FLUID PRESSURE IS NOT PLACED ON ADJACENT WALLS. SUBMIT PRODUCT DATA INCLUDING HISTORICAL COMPRESSIVE STRENGTH TEST RESULTS, MIX DESIGN AND PLACEMENT PROCEDURE A MINIMUM OF THREE WEEKS PRIOR TO PLACEMENT.
   C. FILL REQUIREMENTS:
      a. COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE BETWEEN 100 PSI AND 250 PSI WHEN TESTED ACCORDANCE WITH ASTM D4832.
      b. UNIT DENSITY BETWEEN 50 PCF AND 145 PCF.
      c. MATERIAL SHALL BE SELF CONSOLIDATING.
      d. MAXIMUM AIR CONTENT SHALL NOT EXCEED 8%.
      e. MATERIAL SHALL NOT BE PLACED IN CONTACT WITH PVC.
   D. TEST REQUIREMENTS:
      a. TEST CONTROLLED LOW STRENGTH FILL PER ASTM D4832.
      b. TEST (4) 4x8 CYLINDERS EVERY 150 CUBIC YARDS. TESTING SCHEDULE (3) CYLINDERS AT 28 DAYS, (1) CYLINDER AT 56 DAYS.
   E. IN-FILL SETTLEMENT: CONTRACTOR TO ALLOW IN-FILL AND SUBGRADE 28 DAYS FOR SUBGRADE SETTLEMENT TO OCCUR PRIOR TO PLACING CONCRETE SLAB.
3. **SLAB-ON-GRADE:**
   A. SEE DETAIL 1/S-200 FOR TYPICAL SLAB-ON-GRADE CONTROL JOINT DETAIL.
   B. SEE PLAN FOR SLAB SLOPES.
   C. CONTROL JOINT AND EDGE OF SLAB SEALANT: ONE PART SILICONE BASED SEALANT FORMULATED SPECIFICALLY FOR SEALING CONCRETE JOINTS IN ACCORDANCE WITH ASTM D5893.
      a. SEALANT TO BE APPLIED PER MANUFACTURERS REQUIREMENTS.
      b. USE TYPE SELF-LEVELING WITH TOP OF SEALANT AT TOP OF SLAB ELEVATION.
      c. ULTIMATE ELONGATION: 600% MINIMUM
      d. MINIMUM OF 5000 HOURS PRIOR TO CHALKING, CRACKING OR LOSS OF BOND ACCORDING TO ASTM C793.
      e. TACK FREE TIME: 180 MINUTES ACCORDING TO ASTM C679.
      f. WARRANTY: 20 YEARS.
4. **SITE GRADE AND SLAB SLOP:**
   A. A SITE SURVEY HAS NOT BEEN PERFOMED, THE SLOPE RANGE SHOWN ON PLAN IS THE DESIRED AND ANTICIPATED SLOPE. GC SHALL VERIFY SITE ELEVATIONS AND PROVIDE SLAB SLOPE FOR REVIEW A MINIMUM OF TWO WEEKS PRIOR TO THE PLACEMENT OF CONTROLLED FILL.
   B. CONTRACTOR SHALL ACCOUNT FOR AND ANTICIPATE COORDINATE OF SITE ELEVATION IN COST AND SCHEDULE.
5. **MISCELLANEOUS NOTES:**
   A. CONTRACTOR TO FIELD LOCATE ALL UTILITIES BELOW GRADE. CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER BY DIMENSIONED DRAWING OF LOCATIONS WHERE UTILITIES ARE BELOW FILL AREA. CONTRACTOR SHALL MAKE ALLOWANCE FOR THE RESOLUTION OF SUCH DISCOVERIES PRIOR TO PROCEEDING WITH EFFECTED FOUNDATIONS.
   B. CONTRACTOR SHALL CAP EXISTING UTILITIES ENTERING FILL AREA FROM ADJACENT BUILDINGS, COORDINATE WORK WITH ADJACENT BUILDING OWNER.

MARTIN/MARTIN WYOMING
6523 Yellowstone Road, Suite 200 Cheyenne, Wyoming 82009
307.637.8422 mmwyo.com

EXISTING BASEMENT IN-FILL

112 North Second Street, Douglas WY, 82633

REVISIONS

NO.	ISSUE	DATE
1	CITY COMMENTS	09-27-22
2	CD	11-09-22

PROJECT NO: 22.009

DATE: 08/11/2022

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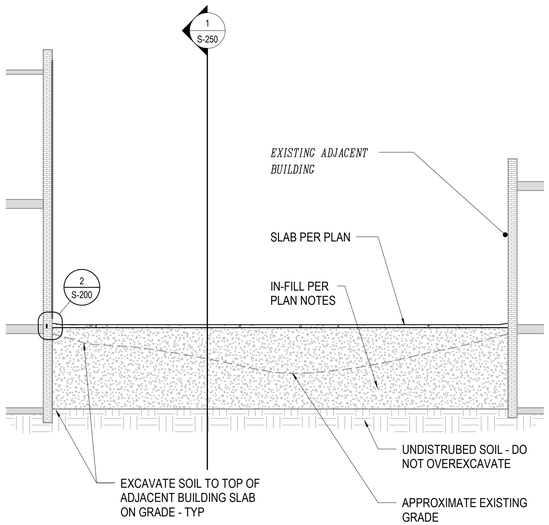
SHEET TITLE:
IN-FILL PLAN

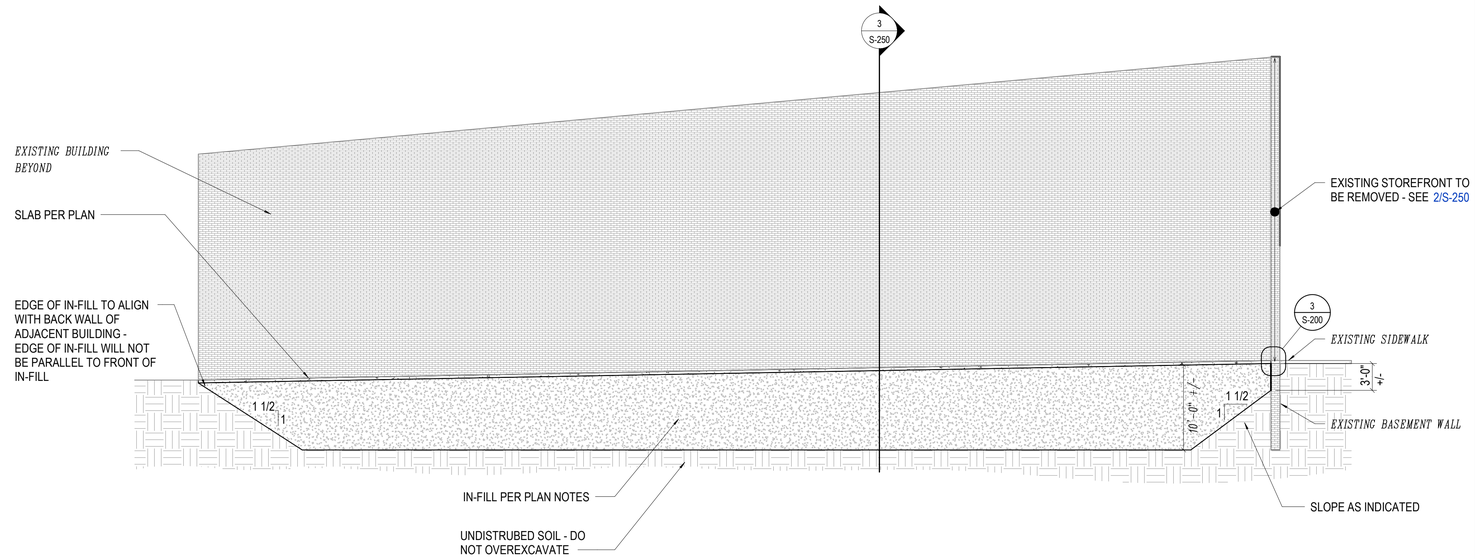
SHEET NUMBER:
S-200

DESIGNERS: GFS
LEAD REVIT TECH: EL
DATE PRINTED: 11/9/2022 1:13:19 PM
FILE PATH: I:\2022\22.009 112 North Second St Douglas WY\3 Documents\Drawings\Structural\Current\22.009-112 N Second St Douglas WY-S22\.rvt

MM JOB #: 22.009
PRINCIPAL: JRS
EOR: GFS
PROJECT MANAGER: GFS



3 NO SCALE Cross Section N/S



1 NO SCALE Cross Section E/W

4 NO SCALE BACK VIEW

2 3/4" = 1'-0" FRONT VIEW

MARTIN/MARTIN WYOMING
6523 Yellowstone Road, Suite 200 Cheyenne, Wyoming 82009
307.637.8422 mmwyo.com

Professional Engineer Gustave F. Seifert Jr. Date 11-9-2022 WYOMING

EXISTING BASEMENT IN-FILL

112 North Second Street, Douglas WY, 82633

REVISIONS

NO.	ISSUE	DATE
1	CITY COMMENTS	09-27-22
2	CD	11-09-22

PROJECT NO: 22.009
DATE: 08/11/2022

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SHEET TITLE: ELEVATIONS

SHEET NUMBER: S-250

DESIGNERS: GFS
LEAD REVIT TECH: EL
DATE PRINTED: 11/9/2022 1:13:19 PM
FILE PATH: I:\2022\22-009 112 North Second St Douglas WY\3-Documents\Drawings\Structural\Current\22-009-112 N Second St Douglas WY-S220.rvt

MM JOB #: 22.009
PRINCIPAL: JRS
EOR: GFS
PROJECT MANAGER: GFS

City of Douglas Wy
HOME OF THE JACKALOPE

MEMORANDUM

TO: Clara Chaffin, Community Development Director
SUBJECT: 112 North 2nd Street – Demo Drawings
DATE: 9/20/22
FROM: Steve McBride, Douglas Building Official

The following are questions/concerns/additional ideas for the wall removal and capping the site.

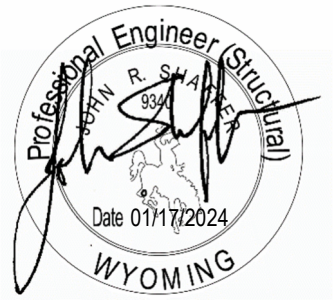
1. The north end of the demo wall must be saw cut from the top of the storefront beam to the top of the parapet in order to separate the two buildings. Note that the joints in the terra cotta do not align with the top of the parapet and corner of the north adjacent building. The corner of the north adjacent building will need to be repaired to make it look right and be watertight. Suggest using salvaged brick to infill gaps in the existing wythes of brick and repoint mortar joints to make the remaining corner of the adjacent building look acceptable. The south end of the demo wall has the corner recessed back approximately 4 inches by 8 inches wide which extends up to the top of the parapet. It appears the parapet of the demo building was built on top of the wall of the adjacent building to the south. This will require careful work to take the corner down to the original parapet height of the south adjacent building. Use salvaged brick to infill gaps in the existing wythes of brick and repoint mortar joints to make the remaining corner of the adjacent building look acceptable. It may be necessary to paint the remaining corner of the building to match the rest of the south adjacent building.
2. The drawings do not indicate any salvage. Recommend salvaging all the terra cotta pieces and possibly the decorative "flower" washers and bolts on the storefront beams, including those concealed on the south half of the demo wall. Salvage the Douglas historic plaque on the east side of building. Will the contractor be responsible for hauling salvaged materials to a site designated by the city? Do we want to save any brick? If so, would we want the mortar removed? This would be labor intensive and expensive.
3. Remove existing concrete slab at northwest corner of site. The "L" shaped foundation wall in this area needs to be chipped down as required for clearance from the new slab. Contractor shall submit as-built dimensions locating all the foundation walls. Remove the pond liner (do we want to salvage this?) Lower and cap sanitary sewer line near center of south wall (see Item 3 above). Contractor shall submit as-built dimensions locating the sanitary sewer. Remove louver near center of north wall and fill opening to maintain 2-hour fire-rated wall.
4. Recommend extending and squaring-off the west edge of the cap slab to the edge of the existing alley asphalt to avoid a section of mud, erosion and weeds. The drawing shows sloping the cap slab away from the two adjacent buildings at 1 inch for the first foot of distance. The next nine feet should slope away at a minimum ¼ inch per foot to comply with the building code requirements. The grade change between the street sidewalk on the east and the asphalt surface in the alley appears to be nearly level. Does the City have

topo information from their recent work in the alley and street to confirm this? There needs to be 15-16 inches of fall to drain the cap slab from east to west, or area drains could be installed. Is there a storm sewer in the street or the alley that we could tap a new line from an area drain? Could we drain into the existing sanitary sewer on the site? Is this line separate from the building to the south? If we slope the cap slab down to the existing grades in the alley, the majority of the cap slab will be above the finish floor elevations of both adjacent buildings. This will probably require installing waterproofing on at least a portion of the existing walls. There would also be a significant step up from the existing sidewalk along the street. The drawings show a sealant between the cap slab and the existing walls. This will need to be inspected and maintained each year. Any future repairs must be done with the same material.

5. Should waterproofing be installed on the below grade portions of the north and south remaining walls? Should expansion joints be installed in the field of the cap slab?
6. On the drawings: Sheet S-100, change several references from architect to engineer. Sheet S-200, change "slop" to slope in note 4. Sheet S-250, at left photo revise top note, "Demolish top of existing south side wall to create a stepped parapet similar to west end of south adjacent building. Confirm work with adjacent building owner prior to any demolition. Install new sheet metal parapet cap and repair any damaged flashing on adjacent roof."

MARTIN/MARTIN WYOMING

January 17, 2024



JD Cox
City of Douglas
101 N 4th St.
Douglas, WY 82633

Re: 112 North 2nd Street East Façade Observation

Mr. Cox:

As requested, we have completed our structural observation of the east façade located at 112 N. 2nd Street in Douglas, WY. The observation was completed on Wednesday, January 10th, 2024, in an effort to visually assess the condition of the existing facade along the East side of the property and the temporary stabilization support system constructed in 2015. This observation and report are only intended to identify discernable signs of distress, movement, and deterioration compared to our office's last visual observation report dated November 12, 2020.

OBSERVATIONS

The North and South existing walls on each side of the property do not show evidence of movement since the previous observation. Both appear to be stable at this time. There is substantial plant growth and plant debris in the former basement area since the previous inspection, however the overall backfill slopes and drainage appear to be in similar condition to previous observations. The backfill slopes down to a center area covered with a tarp material to retain water. (See photos 1 and 2)

The exposed faces of the North and South walls have been painted since the last site observation performed by Martin/Martin Wyoming. Both walls appeared to be in similar condition as previously observed. We have noted a crack at the base of the North wall located approximately 20 feet from the East elevation that appears from grade level up several courses into the masonry and grouted pocket above. We are unable to determine where the crack originated or when it may have formed. (See photo 3)

The OSB sheathed walls of the stabilization system bracing the East façade appear to be in relatively poor condition due to prolonged exposure. Checking, delamination, and warping of various members of the floor was evident at the time of observation and continues to undergo corrosion. (See photos 4 and 5).

Several of the diagonal wood cross members at the roof level have either partially or fully detached from the horizontal girt and sheathed walls of the stabilization system since the previous inspection. This includes both cross members in the middle portion as well as one member in the south portion. The bracing of the

East façade is considered compromised and no longer adequate based on our understanding of the initial design of the stabilization system. (See photos 4 and 5).

The wood header framing was missing at one of the window openings, thus exposing the interior brick header. This lack of support is considered a hazard which can result in the bricks detaching and falling over time. (See photo 6).

The wall sheathing of the two sheathing walls at the foundation level are showing increased signs of deterioration beneath the weather barrier at the base where they were not painted with the water-resistant paint (See photo 7). The original design capacity of the walls is reduced by this deterioration and their capacity to adequately brace the walls is questionable.

Previous visual building assessments by Pillar Engineering indicated slight bowing at the top of the wall deflecting towards the street. Increased movement or deflection of the wall was not evident at the time of this observation. The wall appeared stable at the time of the site visit. (See photo 8).

RECOMMENDATIONS

As noted above and in previous reports to your office, the stabilization system for the east façade was provided as a temporary system and continues to undergo extensive decay and loss of integrity due to exposure beyond its intended use. Therefore, while stable at the time of the observation, continued use of the structure in its condition is a risk for failure and possible collapse if repair and/or a more suitable, permanent fix is not provided. It is not possible to quantify the capacity of the remaining structure due to its compromised condition. Therefore, we would like to reiterate the importance of either removing the remaining structure and stabilization system and/or replacing it with a more permanent system as soon as possible.

LIMITATIONS

Previous structural assessments and repair recommendations by Pillar Structural Engineering were provided prior to the observation. These documents and drawings were used by our office to acquire a comprehensive understanding of the existing structure, repairs, recommendations, and assessments. These documents were not analyzed by Martin/Martin Wyoming and, therefore, we do not take responsibility for the adequacy of the design, construction, or recommendations previously provided as they were not under the direct supervision of our office.

Our investigation was limited solely to exterior observations of the property on 112 North 2nd Street and is based on conditions that were readily observable at the time of our site visit. Existing drawings were not provided for review and no invasive testing was performed. Neither the investigation nor this report is intended to cover mechanical, electrical, architectural, or other features beyond those described above. Martin/Martin Wyoming, Inc. does not accept responsibility for deficiencies not evident during an observation of this type.

We appreciate this opportunity to be of service. Please contact us if you have any questions regarding this report or if you require further assistance.

Sincerely,

John Shaffer, PE
Principal

PHOTOS

Photo 1 – Overview of Property Looking East

Photo 2 – Overview of Property Looking West

Photo 3 – Crack at Base of North Wall

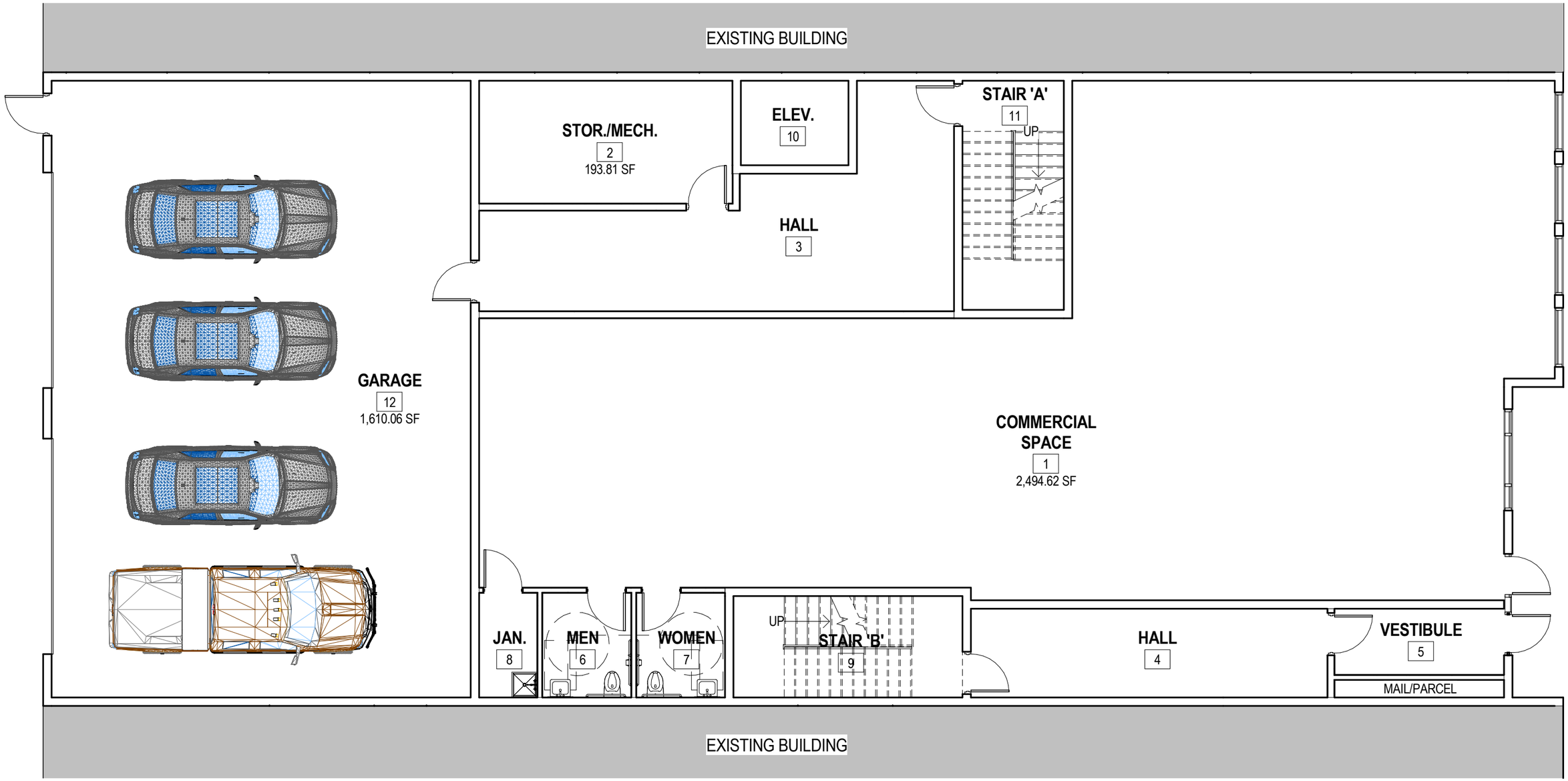
Photo 4 – Middle Portion of Stabilization System, Missing Cross Bracing, and Deteriorating Platform

Photo 5 – South Portion of Stabilization System, Missing Cross Bracing, and Deteriorating Platform

Photo 6 – Brick Support at Header Missing

Photo 7 – Deteriorated Sheathing at Base of South Stabilization Wall

Photo 8 – East Façade from Street



1
1

FIRST FLOOR

SCALE: 1/8" = 1'-0"

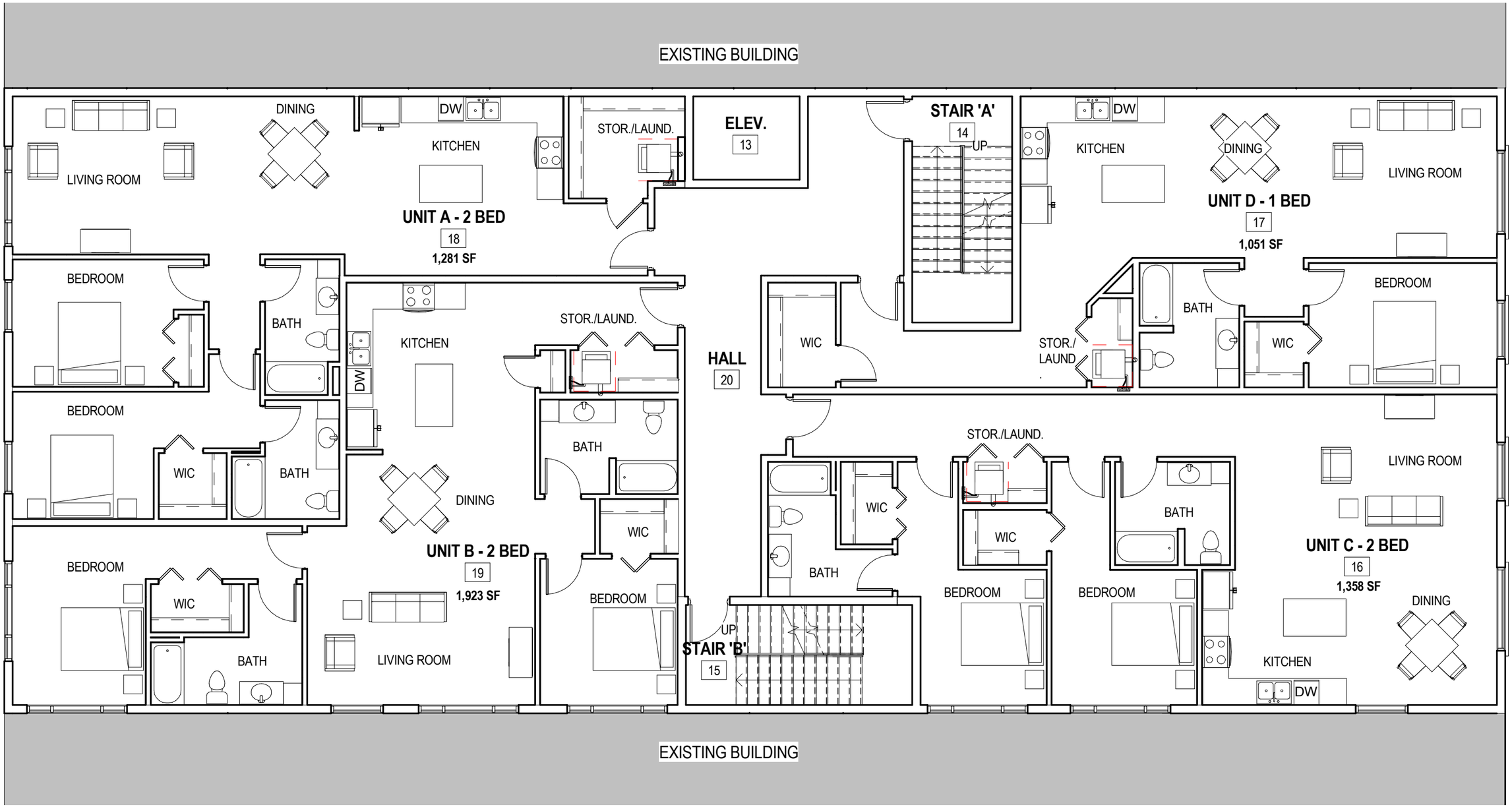
1 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale 1/8" = 1'-0"

1/15/2021 2:30:41 PM

AYRES



1
2

SECOND FLOOR

SCALE: 1/8" = 1'-0"

2 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale 1/8" = 1'-0"

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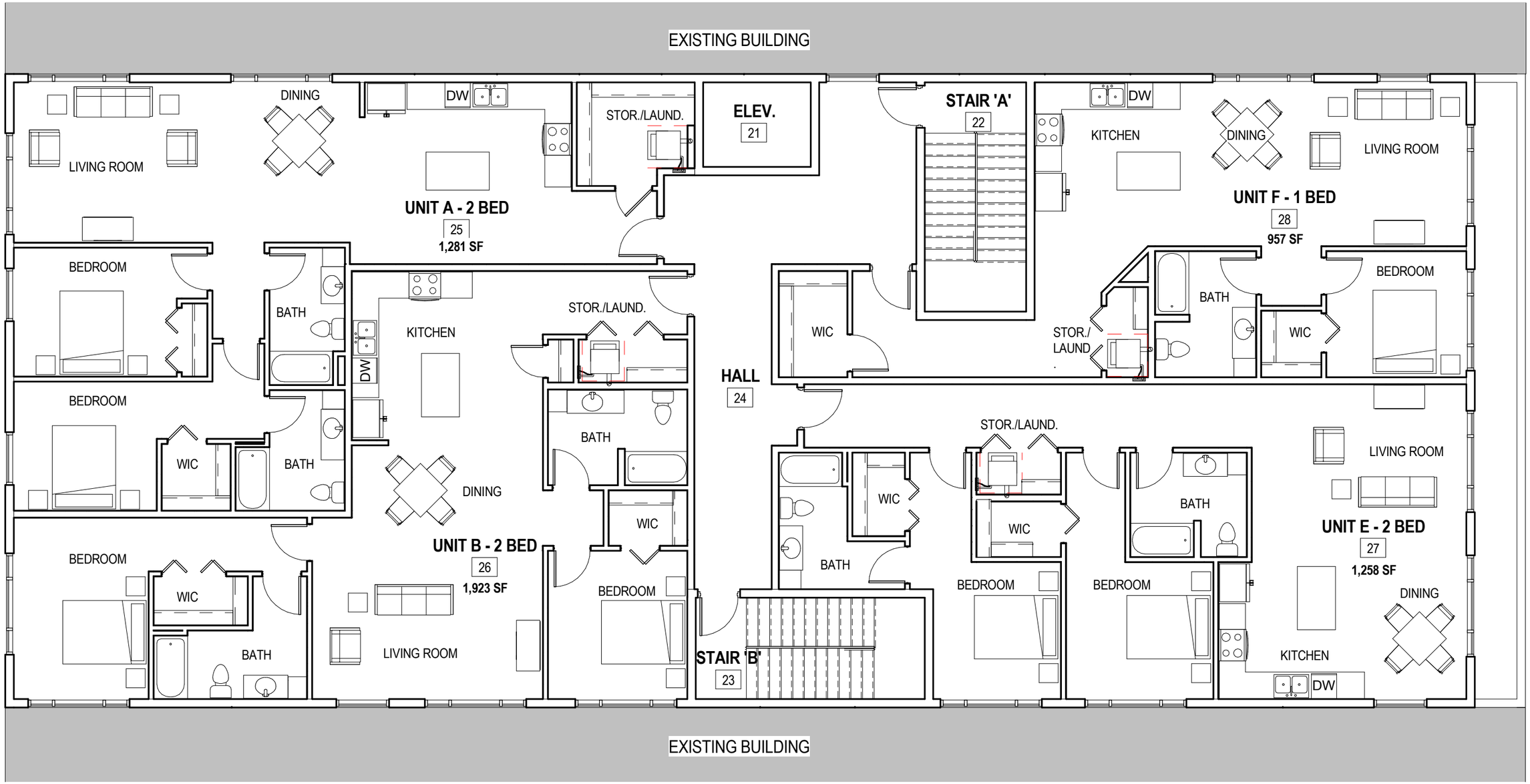

1
3

THIRD FLOOR

SCALE: 1/8" = 1'-0"

3 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale 1/8" = 1'-0"

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AYRES

1
4
SOUTHEAST CORNER
SCALE:

4 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale

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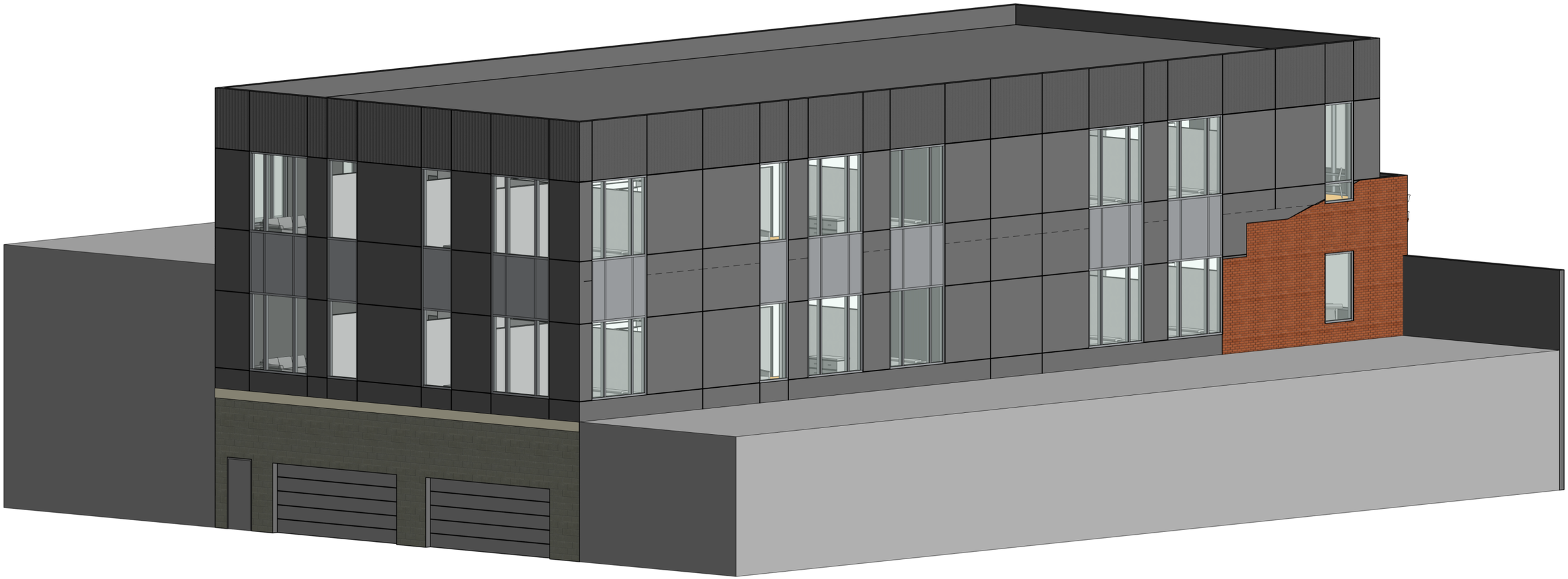

1
5
SOUTHWEST CORNER
SCALE:

5 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale

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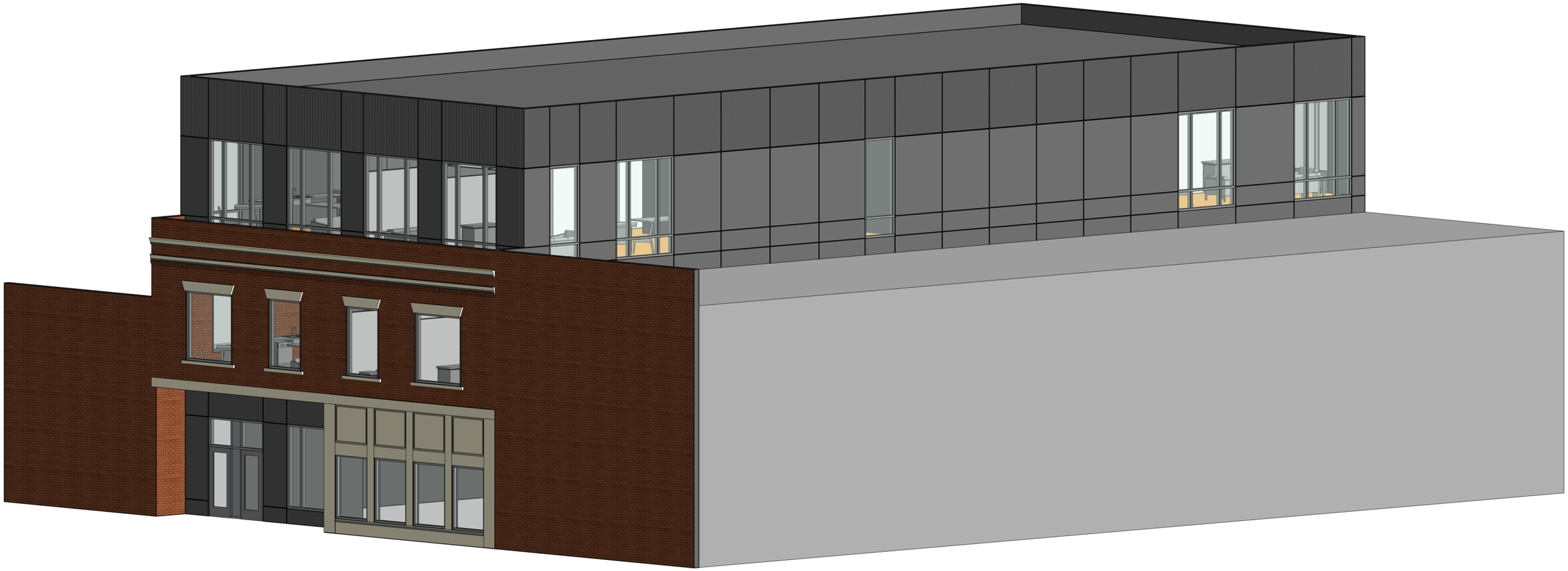
AYRES



1
6
NORTHEAST CORNER
SCALE:

6 MURPHY'S WALL

DOUGLAS, WY REDEVELOPMENT

Scale

1/15/2021 2:31:18 PM

AYRES

Agenda Item Report
City Council – December 12, 2024

Item
Community Service Funding Agreement: Fire Suppression Authority

Responsible Staff Contact

Recommendation

Executive Summary

Background

Alignment to Strategic Doing (SD) and/or Other Plans
SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact
Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Attachments
1. Fire Suppression Authority Agreement

Funding Agreement between
City of Douglas, Wyoming
&
Converse County Fire Suppression Authority

1. Parties. This Funding Agreement (hereinafter referred to as "Agreement") is made and entered into on this 3 day of December, 2024, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as "City") whose address is P.O. Box 1030, Douglas, Wyoming, and the **Converse County Fire Suppression Authority (hereinafter referred to as "FSA")**, providing services in Douglas, Wyoming, whose address is 230 N. 2nd Street, Douglas, Wyoming, 82633.

Whereas, The City is authorized by the Wyoming Joint Powers Act, Sections 16-1-101 to 16-1-110, Wyoming Statutes, to form a joint powers board to exercise certain express powers. The City has joined with the Town of Glenrock and Converse County to form the Converse County Municipal and County Joint Powers Board, State of Wyoming ("Joint Powers Board"), who has formed the Converse County Fire Suppression Authority, whose purpose is to provide fire suppression services throughout Converse County, Wyoming.

Whereas, the FSA provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, Agreement and mutual covenants made herein, it is agreed by and between the City and the FSA as follows:

2. Purpose. The purpose of this Agreement is to provide FSA funding **in the amount of One Million Sixty-Three Thousand Thirty-Five Dollars and 50/100 ($1,063,035.50) with Five Hundred Twelve Thousand One Hundred Three Dollars and 67/100 ($512,103.67) utilized for the training facility** to be utilized by the FSA in accordance with the terms outlined in the Agreement herein .

3. Term. This Agreement will commence on July 1, 2024 and continue in force for a period of one year until June 30, 2025.

4. Payment.

4.1. City shall pay FSA via monthly disbursement of funds, with the last disbursement to be requested on or before the third Monday in July 2025. At that time, there is no continuing obligation on the part of the City to provide additional funding to FSA.

4.2. FSA shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the performance measures under this Agreement have been achieved. Payment will not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. FSA has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. In the event of a Default of this Agreement as outlined in Section 7.17, City may withhold or suspend any payment, in whole or part, to FSA.

4.4. Repayment of Funding: FSA must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the FSA to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. **Responsibilities of FSA.**

5.1. FSA shall provide all of the following basic services:

5.1.01. Fire suppression services to the City of Douglas during Fiscal year 2024-2025.

5.2. Use of Funding. FSA must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for described services. FSA shall expend all funds received under this Agreement solely for program activities as identified in its application in accordance with eligible program costs identified below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. FSA shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the FSA's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. **Special Provisions.**

6.01. Records. FSA shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. FSA shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit FSA's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. FSA agrees to permit the City or its agents, access to any of FSA's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation

and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, FSA at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. **General Provisions.**

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. FSA represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to FSA's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. FSA warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

7.06. Confidentiality. FSA shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. FSA shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. FSA is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, FSA is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by FSA shall be under FSA's exclusive direction, supervision, and control. FSA shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. FSA shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing FSA or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of FSA's agents and/or employees as a result of this Agreement.

7.08. Indemnification. FSA shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and

expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with FSA's activities in relation to this Agreement.

7.09. Assignment. FSA shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it as sovereigns pursuant to WY §1-39-104(a) and all other state law.

7.11. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. FSA shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, FSA shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. FSA certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. FSA's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Rick Andrews, Chairman, whose address is 230 North 2nd Street, Douglas, WY 82633; email: randrews@aeiwy.com; telephone number: (307) 358-2334/(307) 359-1756; and facsimile (307) 358-2474.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet or reasonable basis by City to believe that a prescribed assurances and/or commitments outlined in this Agreement may not be met;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the FSA a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to FSA and FSA shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach, as defined in Section 8.15 herein. Further, the Agreement will terminate upon FSA's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of FSA to carry a policy of commercial general liability insurance, with liability limits in an amount not less than two hundred fifty thousand dollars ($250,000.00) per person and five hundred thousand dollars ($500,000.00) per occurrence for claims subject to Wyoming Governmental Claims Act, W.S. 39-101 et seq.; and one million five hundred dollars ($1,500,000.00) per occurrence on other claims. FSA shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the FSA. FSA shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to FSA in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the Mayor of the City of Douglas and the FSA has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

By: _____
Kim Pexton, Mayor

CONVERSE COUNTY FIRE SUPPRESSION AUTHORITY

By: _____

Its: Chairman

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared Kim Pexton, as Mayor of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same for the purposes therein expressed this _____ day of _____, 2024.

Witness my hand and official seal.

_____
Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** Rick Andrews, **as** Chairman **of Converse County Fire Suppression Authority**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this 3 day of December, 2024.

Witness my hand and official seal.

Sonya Ortega
Notary Public

SONYA ORTEGA
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 162686
MY COMMISSION EXPIRES APRIL 25, 2029

Agenda Item Report
City Council – December 12, 2024

Item
Warrant Register: November 2024: K&R Construction

Responsible Staff Contact

Recommendation

Executive Summary

Background

Alignment to Strategic Doing (SD) and/or Other Plans
SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact
Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion
I move to approve the November 2024 warrant register for K&R Construction as presented.

Attachments
1. Warrant Register November 2024 K R

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
K&R CONSTRUCTION, LLC				
CHF-4	CITY HALL FACADE	11/25/24	88,500.00	57-5570-6542
CHF-4	RETAINAGE-CITY HALL FACADE	11/25/24	4,425.00-	57-20000210
SSB-8	SAND SALT BUILDING	11/25/24	4,000.00	57-5570-6544
SSB-8	RETAINAGE-SALT SAND BUILDING	11/25/24	200.00-	57-20000210
Total K&R CONSTRUCTION, LLC:			87,875.00	
Grand Totals:			87,875.00	

Approved By _____
City Manager

Date _____

CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Rasmussen (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Josh Butts (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: October 15, 2024

Attendance Sheet:

Board Members	**Guests**
Jane Garber	Courtny Conkle State Fair
Candace Benedetta	Kota Provence, State Fair
J.D. Cox	Jarred Robles, State Fair
Jenn Rasmussen	Jen Womack, Sagebrush Marketing (email report)
Kris Mitchell	Johnna Shepherd, Laramie Peak Humane Society
Josh Butts	Jennifer Clowers, Laramie Peak Humane Society
Laurie Boner	Mathew Ammons, Laramie Peak Humane Society
Victor LeGloahec	Shea Burke, Laramie Peak Humane Society

Call to order: Jane Garber called the meeting to order @ 5:02 p.m. and noted that a quorum was present.
Location: Memorial Hospital of Converse County Administration Office, Douglas

Grants:

- **Laramie Peak Humane Society** is requesting ~~**$6,370.40**~~ for **2024 Paws & Pearls** fund raising event.

Discussion of items on the grant request that is not an advertising expense. A motion was made to approve the grant for **$4,000,** removing the non-advertising expenses from the submitted request.

Motion: Josh Butts Seconded: J.D. Cox Motion: Carried

- **Paws and Claws Pictures with Santa** is requesting **$460** for the annual pet photos with Santa to be held in conjunction with the annual Paws and Claws fundraiser.

Motion: J.D. Cox Seconded: Victor LeGloahec Motion: Carried

State *Fair Report:*

- Courtny Conkle, WSF discussed the Joint Appropriations Committee meeting that took place with the WSF staff. WSF received positive feedback for the encloser of the Silver Arena project.
- Kota Provence, WSF discussed the upcoming fair convention season and the contest categories that the WSF will enter and the CCTPB/WSF collaborations that will also be entered.
- Jarred Robles, WSF discussed the Partner Appreciation event that took place October 4, 2024.

Sagebrush Marketing Report:

- Jen Womack reported via email:
- COWBOY STATE DAILY: We received approval to spend the grant money with Cowboy State Daily and got that campaign up and running, albeit about a week later than I had hoped. I recently sent each of you a proof of that series. We'll stay in touch with data as it rolls in. We included as many fall events as we possibly could.
- EVERY DOOR DIRECT MAIL: Converse County residents, later this week, will be receiving the Every Door Direct Mailing featuring fall events and activities. These mailings help ensure the local population has the event info, hopefully building a strong base for event attendance.
- GRANT: We cleared the grant process with the state and I hope those funds are transferred to you soon.
- FILM: We've been working with Kelly Eastes on an advertising buy to ensure Converse County is entirely in front of the film industry. We finalized that buy earlier this week, and you'll soon see the proof of the materials. Given his knowledge in this circle, I leaned on Kelly during that process.
- FALL CONFERENCE: I'm Laramie bound for the fall tourism conference tomorrow. I hope to learn more about the state's data program and co-op advertising opportunities. If there is other information to pass along, I'll drop you all a line.

Previous Month's Minutes: Minutes from September 2024 presented. Motion to approve
Motion: Candace Benedetta Seconded: Laurie Boner Motion: Carried

Financial Report: Invoices paid in the amount of $**47.709.63**. Motion to approve.
Motion: J.D. Cox Seconded: Josh Butts Motion: Carried

Old Business:

- Insurance for Jack and Hare-ette statues: annual premium $1,025.00, has been purchased.
- Review draft MOU CCTPB/WSF statues. Possible need for gazebo for protection. The MOU draft with the WSF council and will be brought to the CCTPB when finalized. Discussion of the need for protection will be revisited when WSF receives the preliminary gate 3 design plans.
- Update on Administrative Position: CCTPB needs to advertise the position until October 31, 2024, at that time submitted bids will be reviewed. Jen Womack reviewed the contract duties and approves.
- Discussion on Rudloff Solutions Training bid/offer. A motion was made and seconded to table moving forward with the Training bid/offer until a later date.
  Motion: Laurie Boner Seconded: Victor LeGloahec Motion: Carried

New Business:

- Joint Powers meeting report given by Jane Garber.
- Date and time for CCTPB meetings that works for board members. Meetings going forward will move to the 4th Tuesday of the month to better accommodate board members schedules.
- Grant revision committee: Candace Benedetta, Jenn Rasmussen, Laurie Boner, Jane Garber
- By-Laws revision committee: Victor LeGloahec, J.D. Cox, Candace Benedetta, Jane Garber

Public Comments: None

Adjournment: There being no further business, the meeting was adjourned @ 7:09 pm.

Next Meeting:
November 26th at the Wyoming State Fairgrounds boardroom in Douglas at 5pm

Submitted to file by: Kris Mitchell, Secretary.

EVENTS

- Cookies With Santa
  December 12th 6-7:30PM
  Rolling Hills Town Hall

- EWC Community Choir Christmas Concert
  December 15th 3-4PM
  Douglas Congregational Church

- Christmas Extravaganza
  December 17th 5-9PM
  Douglas Community Club

- Polar Express City Lights Bus Tour
  December 17th 5-9PM
  Glenrock Library

- Polar Express City Lights Bus Tour
  December 18th 5-9PM
  Douglas Library

- Veteran & First Responder Meetup
  December 20th 7-9PM
  Blend

- Line Dancing
  January 2nd 7-9PM
  Douglas Senior Center

- Pets & Vets Bingo
  January 8th 6-9PM
  American Legion

All Events Are Subject To Change

More information available at:
https://www.seewhatconversecando.com/calendar/
https://douglas.brightrtravel.com/events