



# CITY OF LANDER - REGULAR CITY COUNCIL MEETING

Tuesday, May 23, 2023 at 6:00 PM  
City Council Chambers, 240 Lincoln Street

## AGENDA

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Join Zoom Meeting

<https://us06web.zoom.us/j/83761773378?pwd=Z3JXQjdbEE5SWNyVDFJeHRPZ2tndz09>

Meeting ID: 837 6177 3378

Passcode: 104716

### 1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

### 2. APPROVAL OF AGENDA

### 3. COMMUNICATION FROM THE FLOOR

Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.

- A. Public Comment

### 4. PROCLAMATION

- A. Mayoral Proclamation Gilbert Rau Day

### 5. MAYOR AND COUNCIL UPDATES

### 6. STAFF REPORTS

### 7. NEW BUSINESS (ACTION ITEMS)

- A. Authorize the Mayor to Sign the Lander Municipal Airport Hanger Lease between the City of Lander and David D. Griffiths
- B. Authorize the Mayor to sign Change Order No 9 for Groathouse Construction Inc and the Maven Outdoor Equipment Headquarters project increasing the contract price in the amount of \$57,896.00
- C. Authorize the Mayor to sign Amendment to Owner-Engineer Agreement Amendment No. 2 for additional services performed by the Engineer increasing the agreement amount in the sum of \$236,000.00
- D. Authorize the Mayor to sign Agreement Between Owner and Contractor High Country Construction Inc for Construction Contract for the Lander High Pressure Water Systems Upgrades-Phase III

- E. Authorize the Mayor to sign Notice to Proceed for High Country Construction, Inc. for the Lander High-Pressure Water System Upgrades- Phase III

**8. ADJOURNMENT**

**Upcoming Council Meetings:**

**Regular Meetings:**

**Tuesday, June 13, 2023, 6:00 PM City Hall 240 Lincoln Street**

**Tuesday, June 27, 2023, 6:00 PM City Hall 240 Lincoln Street**

**Tuesday, July 11, 2023, 6:00 PM City Hall 240 Lincoln Street**

**Work Sessions:**

**Tuesday, June 27, 2023, following Regular Council Meeting City Hall 240 Lincoln Street**

**Tuesday, August 22, 2023, following Regular Council Meeting City Hall 240 Lincoln Street**

**All meetings are subject to cancellation or change.**

**CITY OF LANDER MISSION STATEMENT**

To provide a safe, stable, and responsive environment that promotes and supports a traditional yet progressive community resulting in a high quality of life.

**VISION**

Preserving the past, while embracing the future.

The City of Lander is an equal opportunity employer and does not discriminate. Qualified applicants are considered for positions without regard to race, religion, military status, sex, age, national origin, disability, dexual orientation, or other characteristics protected by law.



## CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

# MAYORAL PROCLAMATION

**WHEREAS**, thousands of citizens answered the call to serve our nation in the Armed Forces of the United States; and

**WHEREAS**, these men and women returned from the Armed Forces as experienced veterans and overcame many challenges to take their rightful place among the ranks of all Wyomingites; and

**WHEREAS**, veterans contribute to our nation not only by military service but by continuing to serve their fellow veterans and citizens from all walks of life; and

**WHEREAS**, these veterans bring to us now a sense of duty, patriotism, discipline and willingness to serve others that remind us of our obligations to our country and the price that is paid for our freedom; and

**WHEREAS**, it is our duty to honor the men and women who served in the military and who nobly defended the freedom of the people throughout the world and of our nation; and

**WHEREAS**, Sergeant Gilbert Rau served his country in the United States Army as a wireman and communication specialist during the Vietnam era; and

**WHEREAS**, Gilbert Rau served this community through his devotion to his church and its various programs and as a volunteer on various boards and committees including the Lander Food Bank and Special Olympics; and

**WHEREAS**, Gilbert Rau continued to serve this community with the phone company and through his commitment to Veterans Service Organizations; and

**WHEREAS**, Gilbert Rau represents the epitome of service to our community and nation, a debt of gratitude we can never repay.

**NOW, THEREFORE, I, Monte Richardson, Mayor of Lander, Wyoming, do hereby recognize 29 May, 2023 as**

## GILBERT RAU DAY

in the City of Lander and urge all Lander residents to give heartfelt thanks in honor of the service he so selflessly gave. On this 23rd day of May, 2023;



\_\_\_\_\_  
Monte Richardson  
Mayor Lander, Wyoming

**LANDER MUNICIPAL AIRPORT  
HANGAR SPACE LAND LEASE AGREEMENT**

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 1st day of May 20, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Lessor", and David D Griffiths, whose address is 501 Heritage Road, Lander, Wyoming 82520, hereinafter referred to as "Lessee".

**RECITALS:**

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property known as Hunt Field Airport, hereinafter "Airport", located in the City of Lander, Fremont County, Wyoming; and

WHEREAS, the City of Lander has determined that it is in the City's best interest to enter into this Lease; and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of Airport property for the purpose of parking privately owned aircraft and for hangar space upon the terms and conditions hereinafter set forth; and

**TERMS AND CONDITIONS:**

NOW, THEREFORE, in consideration of the following mutually agreed upon terms, covenants and agreements to be kept and performed by Lessee and Lessor, the parties hereto do mutually agree and covenant as follows:

1. RECITALS. The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. PREMISES. Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 201 a hangar 50 feet by 51 feet consisting of approximately 2,756 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to its condition or fitness for a particular purpose.
3. PRIMARY PURPOSE. This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. TERM. Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the 1st day of May, 2023, and terminating on the 31st day of December, 2038 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. RENTAL FEE. Lessee shall pay to Lessor \$413.40 for the first (1<sup>st</sup>) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10<sup>th</sup> day of January each year.

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The annual rental for the first year of this Lease shall be \$0.150 (2023 rate) per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1<sup>st</sup>, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15<sup>th</sup> of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. \_\_\_\_

Plane Number: \_\_\_\_\_ N228EE \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Cirrus \_\_\_\_\_  
Year/Make/Model: \_\_ 2019/Cirrus SR22T \_\_\_\_\_  
Registered Owner(s): \_\_ Blackhawk Leasing \_\_\_\_\_  
Address of Lessee: \_\_ 501 Heritage Road Lander Wyoming 82520 \_\_\_\_\_  
Business Phone of Lessee: \_\_ 801 394 9963 \_\_\_\_\_  
Cell Phone 801 791 6409

Lessee shall notify Lessor in writing of any changes in aircraft(s) ownership or other information listed above within twenty (20) days of the change.

7. **ACCESS CODES.** Airport access codes are not to be given out to the general public by either party.

8. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.

9. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the Airport Board, and necessary aircraft parts, paraphernalia and accessories.

Routine owner aircraft maintenance and care are allowed.

Temporarily, a vehicle may be parked in a hangar while the aircraft is away from the airport, but the vehicle must be removed upon return of the aircraft.

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or on other airport property, except when the aircraft is being used, maintained or repaired.

Lessee is entitled to store an ATV in the hangar for use in the movement of the aircraft and snow removal.

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Lessee shall not cause, maintain or permit any storage of vehicles, equipment or other personal items of Lessee on or about the leased premises, except entirely within Lessee's hangar.

At least one (1) airworthy aircraft must be housed or based in Lessee's hangar.

Lessee agrees that all personal property described above that is stored in the leased premises is stored at the sole risk of Lessee, and Lessor shall not be responsible for any damage or injury to said personal property of Lessee.

In the event that a hangar sits empty for a period over 90 days, the lessee must show reasonable proof of seeking aviation use (i.e., lease or sale) as determined by the Airport Board.

10. **PROHIBITED USES.** Lessee expressly agrees:

- A. No residential use of any kind shall be permitted in any hangar or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be property handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time

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requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

Hangars will be constructed of materials conducive to extended life and having characteristics of low maintenance and attractive appearance. Painted exterior colors shall be approved by the Airport Board. All hangars shall be completely enclosed, and all doors shall remain closed during periods of inactivity.

12. **ALTERATIONS OF EXISTING HANGARS.** The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alternations.

13. **INSURANCE AND INDEMNIFICATION.** Lessee shall always obtain and maintain continuously in effect during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above. The liability insurance policy or policies required under the terms of this Agreement shall name Lessor as additional insured.

14. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

15. **SNOW REMOVAL.** The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.



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- 16. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.
  
- 17. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
  
- 18. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER  
240 Lincoln Street  
Lander, WY 82520

All notices to the Lessee shall be sent to:  
Name: David D Griffiths

Address: 501 Heritage Road Lander, Wyoming  
82520

Email: Griff5310@gmail.com Phone 801 791 6409

- 19. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
  
- 20. **ENVIRONMENTAL.** Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
  
- 21. **TAXES.** Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.

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22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
  - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
  - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee’s rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee’s address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

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- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
  - D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
  - E. This Agreement may also be terminated upon mutual written agreement by the parties.
  - F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. **LOSS OR DESTRUCTION.** In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired with one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. **ATTORNEY'S FEES.** In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. **ADDITIONAL COVENANTS.**
- A. **COMPLIANCE WITH LAWS.** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
  - B. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.

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C. **NONWAIVER.** Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

D. **NON-DISCRIMINATION.**

(1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.

(3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. **REQUIREMENTS OF THE UNITED STATES.**

(1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.

(2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee’s hangar. The relocation of Lessee’s hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee’s hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee’s hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.

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- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.

F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.

G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.

H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.

I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

SIGNATURES ON FOLLOWING PAGE

**LANDER MUNICIPAL AIRPORT  
HANGAR SPACE LAND LEASE AGREEMENT**

LESSOR:

LESSEE(S):

THE CITY OF LANDER

David D Griffiths

BY:

\_\_\_\_\_  
Mayor Monte Richardson

  
\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
City Clerk Rachelle Fontane

\_\_\_\_\_  
Signature

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF FREMONT    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Monte Richardson, the Mayor, and Rachelle Fontane, City Clerk of Lessor to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.  
(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

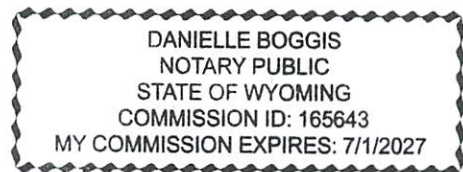
STATE OF WYOMING     )  
  ) ss.  
COUNTY OF FREMONT    )

On this 8 day of April, 2023, before me personally appeared David D Griffiths, Company name, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.  
(SEAL)

  
\_\_\_\_\_  
Notary Public

My commission expires: 7/1/2027



**DECLARATIONS**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Coverage afforded by this policy is provided by:

**STATE FARM FIRE AND CASUALTY COMPANY**  
PO Box 853907  
Richardson TX 75085-3907

50-BJ-U529-0 Policy Number

A Stock Company with Home Offices in Bloomington, Illinois.

**Named Insured and Mailing Address**

GRIFFITHS, DAVE & KAREN  
501 HERITAGE RD  
LANDER, WY 82520-8920

The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises.

05/12/2023 Effective Date  
12months-Policy Period  
05/12/2024 Expiration of Policy Period

**Automatic Renewal** - If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Limit of Liability - Section 1**  
\$ 1,252,000 Dwelling (Coverage A)

**Policy Type**  
Homeowners Policy  
Dwell Repl Cost - Similar Construction  
Increase Dwlg Up to \$250,400 - Option ID

**Deductibles - Section 1** 0.5%/\$6260  
ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.

**Location of Premises**  
501 HERITAGE RD  
LANDER WY 82520-8920

**Policy Premium** \$2,461.00

**Forms, Options, & Endorsements**

HW-2150	HOMEOWNERS POL	LSP A1	SMLR CONST-A
LSP B1	LMT RPLC COST-B	OPT ID	COV A-INCR DWLG
OPT OL	BLD ORD/LAW-10%	HO-2352.1	AMENDATORY END
HO-2444.2	BACK-UP S/D-5%		

**Additional Insured**

CITY OF LANDER  
240 LINCOLN ST  
LANDER, WY 82520-2897

**Agent Name & Address**

Justus Jacobs Ins Agency  
990 Main St  
Lander, WY  
82520-3040 (307) 332-2530

Loan Number:

Prepared: April 24, 2023

559-916.5

1185  
Agent's Code  
**MORTGAGEE COPY**



### CHANGE ORDER

**PROJECT:** Maven Outdoor Equipment Company  
Headquarters  
1042 Pronghorn Drive  
Lander, Wyoming

**CHANGE ORDER NO.** 9

**DATE:** April 18, 2023

**CONTRACTOR:** Groathouse Construction Inc.  
3630 Big Horn Avenue  
Cody, Wyoming 82414

**CONTRACT DATE:** January 5, 2022

**THE CONTRACT IS CHANGED AS FOLLOWS:**

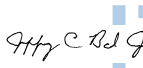
In accordance with CCD 02, the Contractor’s actual costs for the 49 days of extended contract time are as follows:

- COP 34 – general requirements for the month of January, \$36,662
- COP 35 – general requirements for the month of February up to the substantial completion date, \$15,212
- COP 36 – snow removal from the site in February, \$6,022

The Original Contract Sum was	\$6,038,592.00
Net change by previously authorized Change Orders	\$126,427.00
The Contract Sum prior to this Change Order was	\$6,165,019.00
The Contract Sum will be increased by this Change Order in the amount of	\$57,896.00
The new Contract Sum including this Change Order	\$6,222,915.00
The Contract Time will be increased by	0 days
The Date of Substantial Completion as of the date of this Change Order is	February 18, 2023

*NOTE: This Change Order does not reflect changes in the Contract Time or Contract Sum which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**Not valid until signed by the Owner, Architect and Contractor.**

Digitally signed by  
  
 Jeff Bond  
 Date: 2023.04.18  
 09:05:06-06'00'

Digitally signed by: Wayne  
 Kitchen  
 DN: CN = Wayne Kitchen email =  
 wkitchen@groathouse.com C =  
 US O = Groathouse Construction  
 Date: 2023.05.10 14:14:12 -06'00'

Digitally signed by Cade Maestas  
 DN: cn=Cade Maestas,gm=Cade  
 Maestas,ou=US,United States,=US  
 United States,ou=Maven  
 cn=cade@maestorill.com  
 Reason: I have reviewed this document  
 Location:  
 Date: 2023-05-05 10:05-06:00

Hein|Bond Architects

Groathouse Construction Inc.

Maven

City of Lander

Jeff Bond  
BY

Wayne Kitchen  
BY

Cade Maestas  
BY

Monte Richardson  
BY

Date

Date

Date

Date

end of document





**CHANGE ORDER PROPOSAL  
BREAKDOWN OF COSTS**

PROJECT: **2106 - Maven Headquarters**

Date: 06-Feb-23

Change Order Proposal NO: 34

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 34 - General Requirements for January 2023 from CCD 02

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
GC	BP00	Project Administration	1	ls				36,165		36,165	
<b>SUBTOTALS:</b>								36,165		36,165	

NOTES: This COP is the result of General Requirement Overages Associated with CCD 02.

ADD SUBTOTAL	\$	36,165
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	36,165
INSURANCE/BOND (1.375%)	\$	497
OH/PROFIT (10%)	\$	-
<b>TOTAL COST</b>	<b>\$</b>	<b>36,662</b>

ACCEPTED:

Groathouse Construction, Inc.:

Wayne  
Kitchen

Digitally signed by Wayne Kitchen  
DN: CN = Wayne Kitchen email =  
wkitchen@groathouse.com C = US  
O = Groathouse Construction  
Date: 2023.05.10 08:21:58 -06'00'

DATE: \_\_\_\_\_

Owner:

Cade  
Maestas

Digitally signed by Cade Maestas  
DN: cn=Cade Maestas, gro@Cade Maestas  
ou=Maven, email=Cade.Maestas@kll.com  
c=US, emailState=US, serial=3285  
Reason: I have reviewed this document  
Location:  
Date: 2023.05.06 10:05:06.00

DATE: \_\_\_\_\_

Architect/Engineer :

*Jeff C. Red*

Digitally signed by Jeff  
Bond  
Date: 2023.04.18  
09:04:55-06'00'

DATE: \_\_\_\_\_

Dates: 1/1/2023  
 To: Cost Types: LXBFMSOTPCRWA  
 Cost Codes: 2106.01.1111

Categories with Activity  
 Labor Detail

Section 7, Item B.

**Contract Billing Report**  
 Groathouse Construction, Inc.  
 2/2/2023

Page 1  
 2/2/23 16:43  
 LO 22.2.6.230127

**Job: 2106**      **Maven Headquarters**  
 1042 Proghorn Drive  
 Lander, WY 82520

**Contract:** 6,038,592.00  
**Change Orders:** 0.00  
**Revised:** 6,038,592.00  
**Prev. Billed:** 0.00  
**Open:** 6,038,592.00

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing			Cost	
					Hours	Rate	Total	Budget	Rate
<b>Phase: 01 - General Requirements</b>									
1111	Project Management						172,157.00		
L	1/2/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/3/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/4/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/5/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/6/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/9/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/10/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/11/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/12/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/13/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/16/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/17/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/18/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/19/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/20/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/23/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/24/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/25/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/26/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/27/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
B				Burden					833.52
F				Fringes					3,357.36
<b>Category 1111 Totals</b>					160.00	0.00	172,157.00		11,950.88
Class: 1					160.00	0.00	172,157.00		7,760.00
<b>Phase 01 Totals</b>		6,038,592.00		0.00	160.00	0.00	172,157.00		11,950.88
Class: 1					160.00	0.00			7,760.00
<b>Job 2106 Totals</b>					160.00	0.00	172,157.00		11,950.88
Labor					160.00	0.00	172,157.00		7,760.00
Burden					0.00	0.00	0.00		833.52
Fringes					0.00	0.00	0.00		3,357.36
Class: 1					160.00	0.00			7,760.00

**Job Detail Report**  
**Groathouse Construction, Inc.**  
**2/6/2023**

Section 7, Item B. 1  
 19:12  
 LO 22.2.6.230127

**Job: 2106** **Maven Headquarters** **Contract: 6,038,592.00**  
**1042 Proghorn Drive** **Change Orders: 0.00**  
**Lander, WY 82520** **Revised: 6,038,592.00**  
**Prev. Billed: 0.00**  
**Open: 6,038,592.00**

Cat.	Description	Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost			Hours		
							Actual	Budget	Overrun	Actual	Budget	Over
<b>Phase: 01 - General Requirements</b>												
1370	Weather Protection						38,135.00				0.00	
	X	1/1/2023	2800		Justin T Peterson	90.00				3.00		
	B	1/1/2023	2800		FICA, FUTA, SUTA, Wo	9.86						
	X	1/2/2023	2800		Justin T Peterson	105.00				3.50		
	B	1/2/2023	2800		FICA, FUTA, SUTA, Wo	11.50						
	L	1/3/2023	2800		Justin T Peterson	200.00				10.00		
	B	1/3/2023	2800		FICA, FUTA, SUTA, Wo	21.90						
	O	1/4/2023	221225		Justin T Peterson	-28.48						
	L	1/4/2023	2800		2106: December Disco							
	B	1/4/2023	2800		Valley Lumber & Supp	100.00				5.00		
	L	1/6/2023	2800		FICA, FUTA, SUTA, Wo	10.95						
	B	1/6/2023	2800		Justin T Peterson	60.00				3.00		
	M	1/10/2023	66857		FICA, FUTA, SUTA, Wo	6.57						
	M	1/10/2023	66858		Justin T Peterson	508.00						
	L	1/10/2023	2800		2106: 200Gal Propane	495.30						
	B	1/10/2023	2800		Pirate Propane, Inc.	40.00				2.00		
	L	1/11/2023	2800		FICA, FUTA, SUTA, Wo	4.38						
	B	1/11/2023	2800		Justin T Peterson	100.00				5.00		
	L	1/12/2023	2800		FICA, FUTA, SUTA, Wo	10.95						
	B	1/12/2023	2800		Justin T Peterson	80.00				4.00		
	L	1/16/2023	2800		FICA, FUTA, SUTA, Wo	8.76						
	B	1/16/2023	2800		Justin T Peterson	20.00				1.00		
	L	1/17/2023	291339		FICA, FUTA, SUTA, Wo	2.19						
	B	1/17/2023	291394		Justin T Peterson	335.00						
	M	1/17/2023	291394		2106:40'x100' Reinf	47.97						
	M	1/18/2023	73866290		Valley Lumber & Supp	399.99						
	L	1/23/2023	2800		2106: Tyvek Tape							
	B	1/23/2023	2800		Valley Lumber & Supp	100.00				5.00		
	M	1/24/2023	67212		Bomgaars	10.95						
	O	1/24/2023	11322		Justin T Peterson	396.00						
	L	1/24/2023	2800		2106:150Gal Propane	175.00						
	B	1/24/2023	2800		Pirate Propane, Inc.	80.00				4.00		
	O	1/31/2023	462		FICA, FUTA, SUTA, Wo	8.76						
	M	1/31/2023	67243		Justin T Peterson	17,300.00						
	F				2106: Snow Rmvl/WthrP	256.23				0.00		
					Brothers Constructio	274.00						
					Pirate Propane, Inc.							
					Fringes	0.00				0.00		
					Category 1370 Totals	21,240.78		38,135.00	-16,894.22	45.50	0.00	45.50
					Labor	780.00		6,731.00	-5,951.00	39.00		39.00
					Overtime Labor	195.00			195.00	6.50		6.50
					Burden	106.77			106.77			
					Fringes	256.23			256.23			
					Material	2,456.26		26,337.00	-23,880.74			
					Other	17,446.52		5,067.00	12,379.52			
					Phase 01 Totals	6,038,592.00	0.00	21,240.78	38,135.00	-16,894.22	45.50	0.00

Section 7, Item B.

Job Detail Report w/Vouchers  
 Groathouse Construction, Inc.  
 2/2/2023

4/24/23 15:46  
 LO 22.2.6.230127

Job: 2106 Maven Headquarters Contract: 6,038,592.00  
 1042 Proghorn Drive Change Orders: 0.00  
 Lander, WY 82520 Revised: 6,038,592.00  
 Prev. Billed: 0.00  
 Open: 6,038,592.00

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1510	Temporary Utilities															
	O	1/31/2023	2021	142720	2106:ELEC 7244 Dec5-Jan5 Wyoming Outdoor Corp.		685.92	11,190.00							1/31/2023	
	O	1/31/2023	F30322463	142779	Fuel Charges 1/1-1/31 Comdata		134.00								2/2/2023	
	Category 1510 Totals					0.00	819.92	11,190.00	-10,370.08	0.00	0.00	0.00				
	Other						819.92	11,190.00	-10,370.08							
	Phase 01 Totals					6,038,592.00	819.92	11,190.00	-10,370.08	0.00	0.00	0.00				
	Other						819.92	11,190.00	-10,370.08							
	Job 2106 Totals					6,038,592.00	819.92	11,190.00	-10,370.08	0.00	0.00	0.00				
	Other						819.92	11,190.00	-10,370.08							

244.63

**Job Detail Report w/Vouchers**  
**Groathouse Construction, Inc.**  
 2/2/2023

Section 7, Item B.

1  
 2/2/2023 10:49  
 LO 22.2.6.230127

**Job: 2106**  
**Maven Headquarters**  
 1042 Proghorn Drive  
 Lander, WY 82520

**Contract:** 6,038,592.00  
**Change Orders:** 0.00  
**Revised:** 6,038,592.00  
**Prev. Billed:** 0.00  
**Open:** 6,038,592.00

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1516	Cellular/OfficePhone/Internet							2,500.00				0.00				
	O	1/4/2023	438154	142320	2106: Internet 1/1-1/31		108.25								1/4/2023	
	O	1/18/2023	9924316893	142543	Visionary Communications, Inc. Wayne Kitchen Cell Phone Charges 1/2-2/1 Verizon Wireless		40.29								1/18/2023	
	Category 1516 Totals					0.00	148.54	2,500.00	-2,351.46	0.00	0.00	0.00				
	Other						148.54	2,500.00	-2,351.46							
	Phase 01 Totals				6,038,592.00	0.00	148.54	2,500.00	-2,351.46	0.00	0.00	0.00				
	Other						148.54	2,500.00	-2,351.46							
	Job 2106 Totals				6,038,592.00	0.00	148.54	2,500.00	-2,351.46	0.00	0.00	0.00				
	Other						148.54	2,500.00	-2,351.46							

Dates: 12/26/2022  
To:

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1520

Print Landscape if possible: Yes  
Show Inventory: Description

Show Cost Type Totals: All  
Labor Detail

Job Detail Report w/Vouchers  
Groathouse Construction, Inc.  
2/2/2023

Section 7, Item B.

2/2/23 16:51  
LO 22.2.6.230127

Job: 2106  
Maven Headquarters  
1042 Proghorn Drive  
Lander, WY 82520

Contract: 6,038,592.00  
Change Orders: 0.00  
Revised: 6,038,592.00  
Prev. Billed: 0.00  
Open: 6,038,592.00

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
1520	Office Trailer															
	<b>Phase: 01 - General Requirements</b>															
	R	12/26/2022	0051831	142155	2106:OfficeTrlrRnt12/12-1/8 Geo R. Pierce, Inc.	27 days	650.00	9,450.00				0.00			12/26/2022	
	R	1/17/2023	0052431	142534	2106:Office Trlr Rnt 1/9-2/5 Geo R. Pierce, Inc.		650.00	24.07 x 8 = 192.59						1/17/2023		
	Category 1520 Totals					0.00	1,300.00	9,450.00	-8,150.00	0.00	0.00	0.00				
	Other Rent						0.00	2,950.00	-2,950.00							
	Phase 01 Totals				6,038,592.00	0.00	1,300.00	9,450.00	-8,150.00	0.00	0.00	0.00				
	Other Rent						0.00	2,950.00	-2,950.00							
	Job 2106 Totals				6,038,592.00	0.00	1,300.00	9,450.00	-8,150.00	0.00	0.00	0.00				
	Other Rent						0.00	2,950.00	-2,950.00							
							1,300.00	6,500.00	-5,200.00							

842.59

Section 7, Item B.

Job Detail Report w/Vouchers  
Groathouse Construction, Inc.  
2/2/2023

2/2/23 16:54  
LO 22.2.6.230127

Job: 2106  
Maven Headquarters  
1042 Proghorn Drive  
Lander, WY 82520

Contract: 6,038,592.00  
Change Orders: 0.00  
Revised: 6,038,592.00  
Prev. Billed: 0.00  
Open: 6,038,592.00

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1525	Temporary Fence															
	R	12/15/2022	1046	142026	2106: Temp Fence 11/7-1/6		2,250.00	13,500.00				0.00				12/15/2022
					M&A Construction Fencing, LLC											
	Category 1525 Totals						2,250.00	13,500.00	-11,250.00	0.00	0.00	0.00				
	Rent						2,250.00	13,500.00	-11,250.00							
	Phase 01 Totals					6,038,592.00	0.00	2,250.00	13,500.00	-11,250.00	0.00	0.00	0.00			
	Rent						2,250.00	13,500.00	-11,250.00							
	Job 2106 Totals					6,038,592.00	0.00	2,250.00	13,500.00	-11,250.00	0.00	0.00	0.00			
	Rent						2,250.00	13,500.00	-11,250.00							

39.75 x 6 = 238.50

Section 7, Item B.

Job Detail Report w/Vouchers  
Groathouse Construction, Inc.  
2/2/2023

LO 22.2.6.230127

Job: 2106 Maven Headquarters  
1042 Proghorn Drive  
Lander, WY 82520

Contract: 6,038,592.00  
Change Orders: 0.00  
Revised: 6,038,592.00  
Prev. Billed: 0.00  
Open: 6,038,592.00

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1530	Office Supplies / Equipment							7,500.00				0.00				
	R	1/5/2023	599X01732906	142351	2106: Cooler Rnt 1/1-1/31		15.00								1/5/2023	
	O	1/5/2023	599C01732807	142352	2106: No Delivery Charge		2.00								1/5/2023	
	R	1/5/2023	225754	142354	2106:Copier Rnt 1/11-2/10		228.00								1/10/2023	
	M	1/5/2023	225754	142354	2106:Copier Rnt 1/11-2/10		50.00		1.67 x 10			16.70			1/10/2023	
	R	1/10/2023	222985	142443	2106:Copier Rnt 12/11-1/10		228.00		1.60 x 10			9.60			1/10/2023	
	M	1/10/2023	222985	142443	2106:Copier Rnt 12/11-1/10		50.00								1/10/2023	
					2106:Copier Rnt 12/11-1/10											
					The Office Shop, Inc.											
					The Office Shop, Inc.											
					Category 1530 Totals	0.00	573.00	7,500.00	-6,927.00	0.00	0.00	0.00				
					Material		100.00	3,000.00	-2,900.00							
					Other		2.00		2.00							
					Rent		471.00	4,500.00	-4,029.00							
					Phase 01 Totals	6,038,592.00	573.00	7,500.00	-6,927.00	0.00	0.00	0.00				
					Material		100.00	3,000.00	-2,900.00							
					Other		2.00		2.00							
					Rent		471.00	4,500.00	-4,029.00							
					Job 2106 Totals	6,038,592.00	573.00	7,500.00	-6,927.00	0.00	0.00	0.00				
					Material		100.00	3,000.00	-2,900.00							
					Other		2.00		2.00							
					Rent		471.00	4,500.00	-4,029.00							

337.10



**Job Detail Report w/Vouchers**  
**Groathouse Construction, Inc.**  
 2/2/2023

Section 7, Item B.

LO 22.2.6.230127

**Job: 2106**      **Maven Headquarters**      **Contract: 6,038,592.00**  
 1042 Proghorn Drive      **Change Orders: 0.00**  
 Lander, WY 82520      **Revised: 6,038,592.00**  
                                  **Prev. Billed: 0.00**  
                                  **Open: 6,038,592.00**

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1550	Project Management Fuel	O 1/31/2023	F30322463	142779	Wayne Kitchen Fuel Charges 1/1-1/31 Comdata		261.01	5,700.00				0.00				2/2/2023
	Category 1550 Totals					0.00	261.01	5,700.00	-5,438.99	0.00	0.00	0.00				
	Other						261.01	5,700.00	-5,438.99							
	Phase 01 Totals				6,038,592.00	0.00	261.01	5,700.00	-5,438.99	0.00	0.00	0.00				
	Other						261.01	5,700.00	-5,438.99							
	Job 2106 Totals				6,038,592.00	0.00	261.01	5,700.00	-5,438.99	0.00	0.00	0.00				
	Other						261.01	5,700.00	-5,438.99							

**Job Detail Report w/Vouchers**  
**Groathouse Construction, Inc.**  
 2/3/2023

Section 7, Item B.

4/3/23 08:44  
 LO 22.2.6.230127

**Job: 2106**      **Maven Headquarters**      **Contract: 6,038,592.00**  
 1042 Proghorn Drive      **Change Orders: 0.00**  
 Lander, WY 82520      **Revised: 6,038,592.00**  
    **Prev. Billed: 0.00**  
    **Open: 6,038,592.00**

Cat.	Description	Date	Invoice	Voucher #	Contract Amount	Billings To Date	Cost			Hours			Quantity	Bill @	Date Posted	Billing Cycle
							Actual	Budget	Overrun	Actual	Budget	Over				
<b>Phase: 01 - General Requirements</b>																
1600	Project Management Vehicle	0	1/31/2023		2106: Jan'23 Charges		900.00	9,000.00			0.00				1/31/2023	
	Category 1600 Totals				Project Management Vehicle	0.00	900.00	9,000.00	-8,100.00	0.00	0.00	0.00				
	Other						900.00	9,000.00	-8,100.00							
	Phase 01 Totals			6,038,592.00		0.00	900.00	9,000.00	-8,100.00	0.00	0.00	0.00				
	Other						900.00	9,000.00	-8,100.00							
	Job 2106 Totals			6,038,592.00		0.00	900.00	9,000.00	-8,100.00	0.00	0.00	0.00				
	Other						900.00	9,000.00	-8,100.00							



**CHANGE ORDER PROPOSAL  
BREAKDOWN OF COSTS**

PROJECT: **2106 - Maven Headquarters**

Date: 21-Mar-23

Change Order Proposal NO: 35

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 35 - General Requirements for February 2023 from CCD 02

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
GC	BP00	Project Administration	1	ls				15,006		15,006	
<b>SUBTOTALS:</b>								15,006		15,006	

NOTES: This COP is the result of General Requirement Overages Associated with CCD 02.

ADD SUBTOTAL	\$	15,006
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	15,006
INSURANCE/BOND (1.375%)	\$	206
OH/PROFIT (10%)	\$	-
<b>TOTAL COST</b>	<b>\$</b>	<b>15,212</b>

ACCEPTED:

Groathouse Construction, Inc.:

**Wayne  
Kitchen**

Digitally signed by: Wayne Kitchen  
DN: CN = Wayne Kitchen email =  
wkitchen@groathouse.com C =  
US O = Groathouse Construction  
Date: 2023.05.10 08:21:13 -06'00'

DATE: \_\_\_\_\_

Architect/Engineer :

*Jeff C. Bond*

Digitally signed by Jeff Bond  
Date: 2023.04.18  
09:04:38-06'00'

DATE: \_\_\_\_\_

**Cade  
Maestas**

Digitally signed by  
Cade Maestas  
Date: 2023.05.05  
10:07:09 -06'00'

Owner:

DATE: \_\_\_\_\_

Dates: 1/30/2023  
To: 2/17/2023

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1111

Categories with Activity  
Labor Detail

**Contract Billing Report**  
Groathouse Construction, Inc.  
3/20/2023

Section 7, Item B. 1  
:15  
LO 22.2.9.230223

**Job: 2106**      **Maven Headquarters**  
1042 Pronghorn Drive  
Lander, WY 82520

**Contract: 6,038,592.00**  
**Change Orders: 0.00**  
**Revised: 6,038,592.00**  
**Prev. Billed: 0.00**  
**Open: 6,038,592.00**

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing		Budget	Cost	
					Hours	Rate		Total	Rate
<b>Phase: 01 - General Requirements</b>									
1111	Project Management						172,157.00		
L	1/30/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	1/31/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
CL	1/31/2023		05	Change Order #05			11,951.00		
L	2/1/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/2/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/3/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/6/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/7/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/8/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/9/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/10/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/13/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/14/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/15/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/16/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
L	2/17/2023	1		Wayne M. Kitchen	8.00			48.50	388.00
B				Burden					602.37
F				Fringes					2,518.02
Category 1111 Totals					120.00	0.00	184,108.00		8,940.39
		Class: 1			120.00	0.00			5,820.00
Phase 01 Totals		6,038,592.00		0.00	120.00	0.00	184,108.00		8,940.39
		Class: 1			120.00	0.00			5,820.00
Job 2106 Totals		6,038,592.00		0.00	120.00	0.00	184,108.00		8,940.39
Labor					120.00	0.00	184,108.00		5,820.00
Burden					0.00	0.00	0.00		602.37
Fringes					0.00	0.00	0.00		2,518.02
		Class: 1			120.00	0.00			5,820.00

Dates: 2/1/2023  
To: 2/17/2023

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1370

Categories with Activity  
Labor Detail

**Contract Billing Report**  
Groathouse Construction, Inc.  
3/20/2023

Section 7, Item B. 1  
:18

LO 22.2.9.230223

**Job: 2106**      **Maven Headquarters**  
1042 Pronghorn Drive  
Lander, WY 82520

**Contract: 6,038,592.00**  
**Change Orders: 0.00**  
**Revised: 6,038,592.00**  
**Prev. Billed: 0.00**  
**Open: 6,038,592.00**

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing		Budget	Cost	
					Hours	Rate		Rate	Total
<b>Phase: 01 - General Requirements</b>									
1370	Weather Protection						59,376.00		
O	2/8/2023	09861		2106: T&M Plastic wrap panels Matco Acoustics, Inc.		920.00			920.00
R	2/9/2023	46369		2106:TractorRnt 1/3-1/4 Berg Enterprises, Inc. dba		480.00			480.00
Category 1370 Totals				0.00	0.00	1,400.00	59,376.00		1,400.00
Phase 01 Totals			6,038,592.00	0.00	0.00	1,400.00	59,376.00		1,400.00
Job 2106 Totals			6,038,592.00	0.00	0.00	1,400.00	59,376.00		1,400.00
Other					0.00	920.00	22,513.00		920.00
Rent					0.00	480.00	0.00		480.00

Dates: 2/1/2023  
To: 2/17/2023

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1516

Categories with Activity  
Labor Detail

**Contract Billing Report**  
Groathouse Construction, Inc.  
3/20/2023

Section 7, Item B. 1  
:23

LO 22.2.9.230223

**Job: 2106**      **Maven Headquarters**  
1042 Pronghorn Drive  
Lander, WY 82520

**Contract:** 6,038,592.00  
**Change Orders:** 0.00  
**Revised:** 6,038,592.00  
**Prev. Billed:** 0.00  
**Open:** 6,038,592.00

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing			Budget	Cost	
					Hours	Rate	Total		Rate	Total
<b>Phase: 01 - General Requirements</b>										
1516	Cellular/OfficePhone/Internet							2,649.00		
O	2/7/2023	462760		2106: Internet 2/1-2/28	26.84		44.20			44.20
				Visionary Communications, Inc.	54					
O	2/9/2023	9926691522		Wayne Kitchen	20		41.08			41.08
				Cell Phone Charges 2/2-3/1						
				Verizon Wireless						
	Category 1516 Totals				0.00		85.28	2,649.00		85.28
	Phase 01 Totals		6,038,592.00		0.00		85.28	2,649.00		85.28
	Job 2106 Totals		6,038,592.00		0.00		85.28	2,649.00		85.28
	Other				0.00		85.28	2,649.00		85.28

47,388

Dates: 2/1/2023  
To:

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1518

Categories with Activity  
Labor Detail

**Contract Billing Report**  
Groathouse Construction, Inc.  
3/20/2023

Section 7, Item B. **1**  
:25

LO 22.2.9.230223

**Job: 2106**      **Maven Headquarters**  
1042 Pronghorn Drive  
Lander, WY 82520

**Contract: 6,038,592.00**  
**Change Orders: 0.00**  
**Revised: 6,038,592.00**  
**Prev. Billed: 0.00**  
**Open: 6,038,592.00**

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing		Budget	Cost	
					Hours	Rate		Rate	Total
<b>Phase: 01 - General Requirements</b>									
1518	Sanitary Facilities						7,200.00		
O	2/14/2023	189597		2106: Portables Rnt Jan'23 Huff Sanitation, Inc.	558	558.00			558.00
O	3/16/2023	18973		2106:2 Portables Feb'23 Huff Sanitation, Inc.	306	504.00			504.00
Category 1518 Totals				0.00	0.00	1,062.00	7,200.00		1,062.00
Phase 01 Totals			6,038,592.00	0.00	0.00	1,062.00	7,200.00		1,062.00
Job 2106 Totals			6,038,592.00	0.00	0.00	1,062.00	7,200.00		1,062.00
Other					0.00	1,062.00	7,200.00		1,062.00

*264.1*

Dates: 2/1/2023  
To: 2/17/2023

Cost Types: LXBFMSOTPCRWA  
Cost Codes: 2106.01.1530

Categories with Activity  
Labor Detail

Section 7, Item B.

**Contract Billing Report**  
Grothouse Construction, Inc.  
3/20/2023

1  
LO 22.2.9.230223

Job: 2106      Maven Headquarters  
1042 Pronghorn Drive  
Lander, WY 82520

Contract: 6,038,592.00  
Change Orders: 0.00  
Revised: 6,038,592.00  
Prev. Billed: 0.00  
Open: 6,038,592.00

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing			Budget	Cost	
					Hours	Rate	Total		Rate	Total
<b>Phase: 01 - General Requirements</b>										
1530	Office Supplies / Equipment							7,838.00		
R	2/7/2023	228851		2106:FNLCopierRntThru 2/3 The Office Shop, Inc.			225.00			225.00
R	2/7/2023	599X01785805		2106: Cooler Rnt 2/1-2/28 Big Horn Water, LLC	9.10		15.00			15.00
O	2/7/2023	599X01785706		2106:Delivery Surcharge 1/5 Big Horn Water, LLC			2.00			2.00
Category 1530 Totals					0.00		242.00	7,838.00		242.00
Phase 01 Totals					0.00		242.00	7,838.00		242.00
Job 2106 Totals					0.00		242.00	7,838.00		242.00
Other					0.00		2.00	338.00		2.00
Rent					0.00		240.00	4,500.00		240.00

23.41



**Contract Billing Report**  
 Groathouse Construction, Inc.  
 3/20/2023

Section 7, Item B. 1

LO 22.2.9.230223

<b>Job: 2106</b>	<b>Maven Headquarters</b>	<b>Contract: 6,038,592.00</b>
	<b>1042 Pronghorn Drive</b>	<b>Change Orders: 0.00</b>
	<b>Lander, WY 82520</b>	<b>Revised: 6,038,592.00</b>
		<b>Prev. Billed: 0.00</b>
		<b>Open: 6,038,592.00</b>

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing		Budget	Cost	
					Hours	Rate		Total	Rate
<b>Phase: 01 - General Requirements</b>									
1514	Building Temporary Heater Fuel						10,000.00		
O	1/27/2023	230119		2106: Gas #BHE619616 12/16-1/18 Black Hills Energy	1/2	2,697.52			2,697.52
O	2/13/2023	230127		2106: Install Gas Meter 1/26 Black Hills Energy		926.72			926.72
O	3/2/2023	230223		2106: Gas 1/18-2/17 Black Hills Energy		1,665.43			1,665.43
Category 1514 Totals				0.00	0.00	5,289.67	10,000.00		5,289.67
Phase 01 Totals		6,038,592.00	0.00	0.00		5,289.67	10,000.00		5,289.67
Job 2106 Totals		6,038,592.00	0.00	0.00		5,289.67	10,000.00		5,289.67
Other					0.00	5,289.67	10,000.00		5,289.67

1348.76  
 1665.43  
3014.19

Dates: 2/1/2023  
 To: Cost Types: LXBFMSOTPCRWA  
 Cost Codes: 2106.01.1550

Categories with Activity  
 Labor Detail

**Contract Billing Report**  
 Groathouse Construction, Inc.  
 3/20/2023

Section 7, Item B.

1  
 1.46  
 LO 22.2.9.230223

**Job: 2106**      **Maven Headquarters**  
 1042 Pronghorn Drive  
 Lander, WY 82520

**Contract: 6,038,592.00**  
**Change Orders: 0.00**  
**Revised: 6,038,592.00**  
**Prev. Billed: 0.00**  
**Open: 6,038,592.00**

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing		Budget	Cost	
					Hours	Rate		Total	Rate
<b>Phase: 01 - General Requirements</b>									
1550	Project Management Fuel						5,961.00		
O	2/28/2023	F30604351		Wayne Kitchen Fuel Charges 2/1-2/28 Comdata	207.-	341.00			341.00
O	2/28/2023	F30604351		Tony Kilian Fuel Charges 2/1-2/28 Comdata		<del>165.01</del>			165.01
Category 1550 Totals				0.00		506.01	5,961.00		506.01
Phase 01 Totals			6,038,592.00	0.00		506.01	5,961.00		506.01
Job 2106 Totals			6,038,592.00	0.00		506.01	5,961.00		506.01
Other						0.00	5,961.00		506.01

Dates: 2/1/2023  
To:

Cost Types: LXBFSOTPCRWA  
Cost Codes: 2106.01.1600

Categories with Activity  
Labor Detail

**Contract Billing Report**  
Groathouse Construction, Inc.  
3/20/2023

Section 7, Item B. 1

9/20/23 11:49  
LO 22.2.9.230223

Job: 2106      Maven Headquarters  
1042 Pronghorn Drive  
Lander, WY 82520

Contract: 6,038,592.00  
Change Orders: 0.00  
Revised: 6,038,592.00  
Prev. Billed: 0.00  
Open: 6,038,592.00

Cat.	Description	Invoice	Contract Amount	Billings To Date	Billing			Budget	Cost	
					Hours	Rate	Total		Rate	Total
<b>Phase: 01 - General Requirements</b>										
1600	Project Management Vehicle						9,900.00			
O	3/1/2023			2106: 2/1-2/17		510.00			510.00	
				Project Management Vehicle						
	Category 1600 Totals			0.00	0.00	510.00	9,900.00		510.00	
	Phase 01 Totals		6,038,592.00	0.00	0.00	510.00	9,900.00		510.00	
	Job 2106 Totals		6,038,592.00	0.00	0.00	510.00	9,900.00		510.00	
	Other				0.00	510.00	9,900.00		510.00	



**CHANGE ORDER PROPOSAL  
BREAKDOWN OF COSTS**

PROJECT: **2106 - Maven Headquarters**

Date: 31-Mar-23

Change Order Proposal NO: 36

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 36 - General Requirements for February 2023 from CCD 02 (Snow Removal)

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
GC	BP00	Project Administration	1	ls				5,940		5,940	
<b>SUBTOTALS:</b>								5,940		5,940	

NOTES: This COP is the result of General Requirments Associated with CCD 02 (Snow Removal).

ADD SUBTOTAL	\$	5,940
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	5,940
INSURANCE/BOND (1.375%)	\$	82
OH/PROFIT (10%)	\$	-
<b>TOTAL COST</b>	<b>\$</b>	<b>6,022</b>

ACCEPTED:

Wayne Kitchen

Digitally signed by: Wayne Kitchen  
DN: CN = Wayne Kitchen email =  
wkitchen@groathouse.com C = US O  
= Groathouse Construction  
Date: 2023.05.10 08:20:37 -0600

Groathouse Construction, Inc.:

DATE: \_\_\_\_\_

Architect/Engineer :

Jeff Bond

Digitally signed by Jeff Bond  
Date: 2023.04.18  
09:04:18 -0600

DATE: \_\_\_\_\_

Owner: **Cade  
Maestas**

Digitally signed by  
Cade Maestas  
Date: 2023.05.05  
10:07:23 -0600

DATE: \_\_\_\_\_

ALEXANDER EXCAVATION, INC

1290 North 2nd St.  
LANDER, WY 82520

Section 7, Item B.

Date	Invoice #
3/16/2023	11373

Bill To
Groathouse Construction 3630 Big Horn Avenue Cody, WY 82414

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	February 2, 2023 Snow removal at Maven Headquarters. Moved piles of snow / plowed and hauled snow off entire site		
9	Loader 621	150.00	1,350.00
9	Loader 721	160.00	1,440.00
9	Track Skid Loader	110.00	990.00
9	Labor	55.00	495.00
9	Labor	55.00	495.00
9	Labor	55.00	495.00
4	Dump Truck 18 CY	125.00	500.00
	February 15, 2023 Snow removal at Maven Headquarters.		
1	Snow removal per time parking lot	175.00	175.00

2106-1370  
J

4/6 J



part of ccs

Thank you for your business.	<b>Total</b>	\$5,940.00
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AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: 5/19/2023.

Background Data

Effective Date of Owner-Engineer Agreement: 9/10/2019

Owner: CITY OF LANDER

Engineer: HDR ENGINEERING, INC.

Project: LANDER HIGH PRESSURE WATER SYSTEM UPGRADES – PHASE III (TANK AND PUMP STATION)

Nature of Amendment:

X Additional Services performed by Engineer

Description of Modifications:

See Attachment A

Agreement Summary:

Table with 2 columns: Description and Amount. Rows include Original agreement amount (\$321,600.00), Net change for prior amendments (\$469,065.00), This amendment amount (\$236,000.00), and Adjusted agreement amount (\$1,026,665.00).

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement. Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

CITY OF LANDER

HDR ENGINEERING, INC.

By: Print name:

By: [Signature] Print name: Jason Kjenstad

Title:

Title: Sr Vice President

Date Signed:

Date Signed: 5-17-2023



## EXHIBIT A

May 17, 2023

Mr. Lance Hopkin, PE  
City Engineer/Public Works Director  
City of Lander, Wyoming  
240 Lincoln Street  
Lander, WY 82520

**Re: City of Lander High Pressure Water System Upgrades – Phase III  
Tank and Pump Station Project – Amendment 2**

Dear Mr. Hopkin,

Thank you for the continued opportunity to work with you on this project.

The design and bidding phases are complete. We are now entering the construction phase and understand that you would like to amend our contract to provide the following: submittal review, construction staking, construction meetings, construction administration, part-time inspection, as-built drawings, and project completion/closeout. Our scope of services follows:

### SCOPE OF SERVICES

The project amendment consists of one task:

#### Task 012 - Construction Services

This task provides on-site inspection and administrative management services during the construction. HDR will plan on full time inspection during the construction of the pipelines and any other underground installations. We anticipate part time inspection services during the majority of the project. The onsite Inspector will coordinate soil testing services.

- Project Management – HDR will provide invoices monthly, manage resources, staff, workload, budgets.
- Shop Drawings - HDR will review shop drawings and take appropriate actions on submittals and distribute reviewed submittals to the Contractor and City of Lander.
- Construction Survey – HDR will provide horizontal and vertical control and provide reference points for the installation of the Ellis Tank and Vault, PRV and ACV Vaults, Pump Station, and all water line installations.

- Construction Meetings - HDR will conduct a preconstruction conference and construction meetings as needed at the Lander HDR office or City of Lander office (TBD).
- Make daily logs and summarize in weekly construction reports.
- Contractor's Progress Estimates - HDR will review the Contractor's pay requests, work with the Contractor to resolve discrepancies and make recommendations to City of Lander for payment.
- HDR will address Contractor questions for interpretation of the documents and any requests for substitution of materials or methods.
- HDR will initiate a Change Proposal Request for any proposed changes. Approved CPRs will be incorporated into a Change Order by HDR for submittal to City of Lander for execution.
- Field personnel will collect location and field determined data and record drawings will be provided to the City of Lander at the completion of the Project.

**Assumptions:**

- It is assumed that the entire administrative period for the remainder of the project will be 88 weeks.
- It is assumed the total construction season will be roughly 70 weeks
- It is assumed that Project Management will require 0.5 hours/week for Project Manager, Project Accountant, Administrative Assistant each for the entire administrative period.
- It is assumed that shop drawings will take no more than 3 full days each for Process, Electrical, Controls, Structural, Mechanical and two full weeks of Staff Engineer time for coordination, filing
- It is assumed part time inspection will be required for 70 weeks at 10 hours/week for a Staff Engineer
- It is assumed that a Project Engineer and/or Project Manager and/or Surveyor will spend an average of 10 hours/week for 70 weeks.
- If there is significant delay in any project components, more hours may be required for construction services.

**ESTIMATED FEE**

We estimate the total extra fee needed to complete construction with part time inspection is \$286,000, as shown in the attached fee sheet. However, we have approximately \$50,000 in fee remaining. Therefore, we are requesting **\$236,000** in additional fee to get through the rest of the project.

Sincerely,  
**HDR Engineering, Inc.**



Uriel M Shelby, PE  
Project Manager



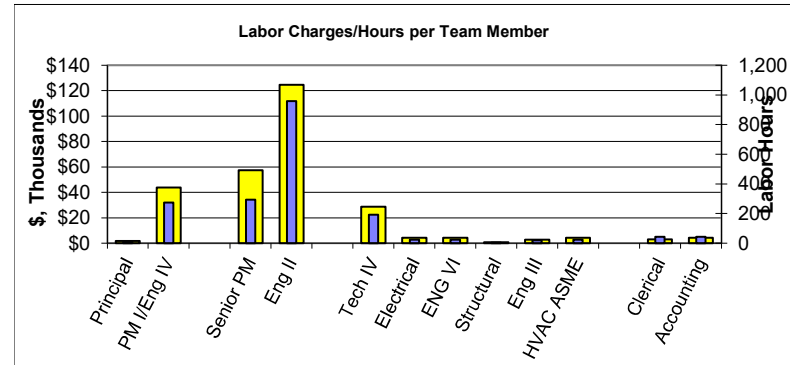
Jason Kjenstad, PE  
Vice President



**Level of Effort and Fee Estimate**  
**City of Lander**  
**High Pressure Water System Upgrades - Phase III (Tank and Pump Station) - Amendment 2**



Work Task	Principal Turbiville, H.	PM I/Eng IV Shelby, U.	Senior PM Krall, M.	Eng II Anderson, P.	Tech IV Wilder, G.	Electrical Zavadil, J.	ENG VI Maras, C.	Structural Borchard, T.	Eng III Rogers, L.	HVAC ASME TBD	Clerical Heer, C	Accounting Morrison, R	HDR Labor Total	Subconsultant			
Contract Billing Rate	\$ 225.00	\$ 160.00	\$ 195.00	\$ 130.00	\$ 150.00	\$ 180.00	\$ 180.00	\$ 195.00	\$ 145.00	\$ 180.00	\$ 70.00	\$ 95.00					
Task 012 - Construction Services													\$0				
Project Management @ 0.5 hours/week for PM, PA, Admin for 80 weeks	8	44									44	44	\$16,100				
Submittal Review: Assume 3 days for each specialty, 2 weeks EIT		8	24	80		24	24	4	20	24			\$33,000				
Construction Survey		8											\$1,280				
Provide Surfaces (office)					12								\$1,800				
Tank (4 office, 28 field)					32								\$4,800				
Pump Station (4 office, 16 field)					20								\$3,000				
Rodeo (2 office, 6 field)					8								\$1,200				
Mager (4 office, 24 field)					28								\$4,200				
Mager Services (4 office, 4 field)					8								\$1,200				
Construction Meetings: assume 7 meetings @ 2 hours/meeting + 2 hours minutes		14		28	4								\$6,480				
Construction Admin/inspection Support @ 10 hours/week: 70 Weeks		200	270	150	80								\$116,150				
Part Time Site Inspection @ 10 hour/ week: 70 weeks				700									\$91,000				
													\$0	\$0			
<b>Total Labor Hours per Team Member</b>	<b>8</b>	<b>274</b>	<b>0</b>	<b>294</b>	<b>958</b>	<b>0</b>	<b>192</b>	<b>24</b>	<b>24</b>	<b>4</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>44</b>	<b>44</b>	<b>\$ 280,210</b>	<b>\$ -</b>
<b>Total Labor Charges per Team Member</b>	<b>\$ 1,800</b>	<b>\$ 43,840</b>	<b>\$ -</b>	<b>\$ 57,330</b>	<b>\$ 124,540</b>	<b>\$ -</b>	<b>\$ 28,800</b>	<b>\$ 4,320</b>	<b>\$ 4,320</b>	<b>\$ 780</b>	<b>\$ 2,900</b>	<b>\$ 4,320</b>	<b>\$ -</b>	<b>\$ 3,080</b>	<b>\$ 4,180</b>		



Direct Costs / Expenses					
Technology Charge	hours	x	\$ -	\$/hr	No Charge
Mileage	0 miles	x	\$ 0.655	\$/mile	\$ -
Lodging	0 nights	x	\$ 75.00	\$/night	\$ -
Meals	0 meals	x	\$ 10.00	\$/meal	\$ -
Copies/Photocopies					\$ 1,000
Postage / Public Notices					\$ 77
Misc					\$ -
Mileage: HDR Vehicle	1750 miles	x	\$ 0.75	\$/mile	\$ 1,313
GPS/Robotic Survey Equipme	68 hours	x	\$ 50.00	\$/hour	\$ 3,400.00
<i>Expenses Subtotal</i>					\$ 5,790
<b>Subconsultant Fees</b>					\$ -
<b>TOTAL FEE</b>					<b>\$ 286,000</b>

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**  
Lander High Pressure Water System Upgrades – Phase III Projects

Prepared by



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AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lander ("Owner") and  
High Country Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lander High Pressure Water System Upgrades – Phase III Projects

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by HDR Engineering Inc.
- 3.02 The Owner has retained HDR Engineering, Inc. ("Engineer") 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 the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
  - A. The Work will be substantially completed within **Four hundred (400) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **Thirty (30) calendar days** after the date when the project is considered to be substantially completed.

Substantial completion will require that all work with the exception of final cleanup, fencing and seeding be completed and all installed transmission mains are tested and back in service.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties 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 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):
  - 1. Substantial Completion: Contractor shall pay Owner \$ 1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

---

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 6.01.A. and 6.01.B. below:
  - B. As provided in Paragraph 13.03.B. of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03.B. of the General Conditions.
  - C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 *Submittal and Processing of Payments*
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment as recommended by the Engineer, during performance of the Work as provided in Paragraph 6.02.A.1. and 6.02.A.2. below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    - 1. CONTRACTOR shall submit invoices to ENGINEER for approval on a monthly basis (by 25<sup>th</sup> of the month). The pay request shall be accompanied by supporting billing documentation.
 

**Note:** Any and all invoicing shall include an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. The Owner shall pay Contractor’s fee within a reasonable time after receiving the invoice.

Contractor shall be responsible for all expenses incurred while performing services under this Agreement including but not limited to: license fees, memberships and dues; auto and other travel expenses; meals and entertainment; insurance premiums; all salary, expenses and other

compensation paid to employees or contract personnel Contractor hires to complete the work under this Agreement

- 2. If the ENGINEER approves the invoice it will be submitted to the OWNER and the Funding Agency/Agencies with the recommendation for payment. Within 10 days of receipt of payment from the Funding Agency/Agencies, the Owner will pay the Contractor an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon issuance of a Substantial Completion certificate, the 41 Day Advertisement Period will begin in accordance with W.S. 16-6-116 indicating that the OWNER has accepted the substantially complete work and that the CONTRACTOR is entitled to any payment retained as outlined in section 6.02.A. above, together with any other amount due under the contract, less any amount withheld for the portion of the public work that is incomplete or not completed in accordance with the contract and associated documents upon the 41st day after the first day the 41 Day Advertisement was published.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
- B. Final payment cannot be made until after the 41<sup>st</sup> day of advertising for acceptance of final completion and final payment in accordance with W.S. 16-6-116, 16-6-117, and 15-1-113.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due, as provided in Article 15 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the project.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

**9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 11, inclusive).
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Reimbursement Agreement Provisions.
  - 5. Insurance Certificates, Worker's Compensation Certification, Unemployment Insurance Certification.
  - 6. General Conditions (pages 1 to 65, inclusive).
  - 7. Supplementary Conditions (pages 1 to 37, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. The Construction Drawings attached under a separate cover with a sheet index listed on the cover sheet with the following title: *LANDER HIGH PRESSURE WATER SYSTEM UPGRADES – PHASE III PROJECTS*.
  - 10. Addenda (numbers 1 to 2, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 39, inclusive).
  - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Contractor's Application for Payment.
    - c. Work Change Directives.
    - d. Change Orders.
    - e. Field Orders.
    - f. Certificate of Final Completion
    - g. Release and Waiver of Liens
    - h. Affidavit on Behalf of Contractor
    - i. Warranty Statement

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

**10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

**10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EICDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on: May 23, 2023 (which is the Effective Date of the Contract).

OWNER:

City of Lander

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:

240 Lincoln Street

Lander, WY 82520

\_\_\_\_\_

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CONTRACTOR:

High Country Construction, Inc.

By: [Signature]

Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: [Signature]

Title: Corporate Secretary

Address for giving notices:

PO Box 930

Lander, WY 82520

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*



*[Handwritten signature]*



# PERFORMANCE BOND

CONTRACTOR (name and address):  
High Country Construction, Inc.  
P.O. Box 930  
Lander, WY 82520

SURETY (name and address of principal place of business):  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

OWNER (name and address):  
City of Lander  
240 Lincoln Street  
Lander, WY 82520

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: May 23, 2023  
Amount: \$9,484,375.50 Nine Million Four Hundred Eighty Four Thousand Three Hundred Seventy Five Dollars and 50/100  
Description (name and location): Lander High Pressure Water System Upgrades – Phase III Projects – Tank and Pump Station

### BOND

Bond Number: 107782348  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 23, 2023  
Amount: \$9,484,375.50 Nine Million Four Hundred Eighty Four Thousand Three Hundred Seventy Five Dollars and 50/100  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

High Country Construction, Inc. (seal)  
Contractor's Name and Corporate Seal

By: [Signature]  
Signature

Kelly C. Connell  
Print Name

President  
Title

Attest: [Signature]  
Signature

Corp Seal  
Title

### SURETY

Travelers Casualty and Surety Company of America (seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Janece Wilhelm  
Print Name

Attorney-in-fact  
Title

Attest: [Signature]  
Signature

Account Manager  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for

performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or

set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:





# PAYMENT BOND

CONTRACTOR (name and address):  
High Country Construction, Inc.  
P.O. Box 930  
Lander, WY 82520

SURETY (name and address of principal place of business):  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

OWNER (name and address):  
City of Lander  
240 Lincoln Street  
Lander, WY 82520

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: May 23, 2023  
Amount: \$9,484,375.50 Nine Million Four Hundred Eighty Four Thousand Three Hundred Seventy Five Dollars and 50/100  
Description (name and location): Lander High Pressure Water Systems Upgrades – Phase III Projects – Tank and Pump Station

### BOND

Bond Number: 107782348  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 23, 2023  
Amount: \$9,484,375.50 Nine Million Four Hundred Eighty Four Thousand Three Hundred Seventy Five Dollars and 50/100  
Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**  
High Country Construction, Inc. (seal)  
Contractor's Name and Corporate Seal

**SURETY**  
Travelers Casualty and Surety Company of America (seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature

By: [Signature]  
Signature (attach power of attorney)

Kelly C. Connell  
Print Name

Janece Wilhelm  
Print Name

President  
Title

Attorney-in-fact  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Cery Seal  
Title

Account Manager  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the

performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

- 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished

by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

- 1. The name of the Claimant;
- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully

asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company  
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Janece Wilhelm of Casper, WY, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107782348 Principal: High Country Construction, Inc.  
OR Obligee: City of Lander  
Project Description: Lander High Pressure Water System Upgrades - Phase III Projects

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut  
City of Hartford ss.

By: [Signature]  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature]  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

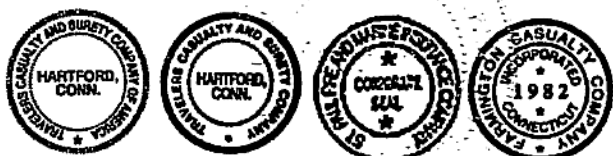
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of May, 2023



[Signature]  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**Mark Gordon**  
Governor

# State of Wyoming Department of Workforce Services

5221 Yellowstone Rd  
Cheyenne, WY 82002  
307.777.6763 - Fax:307.777.5298  
<https://dws.wyo.gov>



**Robin Sessions Cooley, J.D.**  
Director  
**Elizabeth Gagen, J.D.**  
Deputy Director

Section 7, Item D.

Recipient:

Employer:

CITY OF LANDER  
Attn: LANCE HOPKIN  
240 LINCOLN  
LANDER, WY 82520

HIGH COUNTRY CONSTRUCTION INC  
PO BOX 930  
LANDER, WY  
82520-0930

### WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 5/15/2023  
EXPIRATION DATE: 5/15/2024  
Job Reference: Lander High Pressure Water System

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist  
Division of Workers' Compensation



HIGHCOU-81

Section 7, Item D.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024 HUB International Mountain States Limited 1620 E Pershing Blvd, Suite 100 Cheyenne, WY 82001	CONTACT NAME: Wendy Elmer	
	PHONE (A/C, No, Ext): (307) 233-8329 FAX (A/C, No): (307) 265-3092 E-MAIL ADDRESS: wendy.elmer@hubinternational.com	
INSURED High Country Construction Inc High Country Oilfield Svcs Inc P.O. Box 930 Lander, WY 82520	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Depositors Insurance Company	42587
	INSURER B: AMCO Insurance Company	19100
	INSURER C: Colony Insurance Company	39993
	INSURER D:	
	INSURER E:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ACPLD03077525538	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>WY STOP GAP EMP</b> \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACBPAPC3077525538	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACPCAA3077525538	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			CSP305375	6/18/2021	6/18/2023	Pollution 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

HDR Engineering, Inc.  
(Lander High Pressure Water System Upgrades - Phase)  
325 Main Street  
Lander, WY 82520

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Handwritten signature*



HIGHCOU-81

Section 7, ItemD.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER License # 6024</b> <b>HUB International Mountain States Limited</b> 1620 E Pershing Blvd, Suite 100 Cheyenne, WY 82001	<b>CONTACT NAME:</b> Wendy Elmer <b>PHONE (A/C, No, Ext):</b> (307) 233-8329 <b>FAX (A/C, No):</b> (307) 265-3092 <b>E-MAIL ADDRESS:</b> wendy.elmer@hubinternational.com													
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<b>INSURED</b>  <b>High Country Construction Inc</b> P.O Box 930 Lander, WY 82520														

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
LTR		INSR	WVD				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ACPLD03077525538	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>WY STOP GAP EMP</b> \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAPC3077525538	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACPCAA3077525538	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			CSP305375	6/18/2021	6/18/2023	Pollution 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER CANCELLATION**

<b>City of Lander</b> (Lander High Pressure Water System Upgrades - Phase) 240 Lincoln Lander, WY 82520	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 04 44 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WYOMING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	\$	1,000,000	Each Accident
Bodily Injury By Disease	\$	1,000,000	Aggregate Limit
Bodily Injury By Disease	\$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to **Section I – Coverages:**

#### COVERAGE – STOP GAP – EMPLOYERS LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Wyoming Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Wyoming; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or



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- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
  - (1) For:
    - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
    - (b) Care and loss of services; and
    - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";  
provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
  - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- d. Damages include prejudgment interest awarded against the insured.

**2. Exclusions**

This insurance does not apply to:

- a. **Intentional Injury**  
"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.
- b. **Fines Or Penalties**  
Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

**c. Statutory Obligations**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**d. Contractual Liability**

Liability assumed by you under any contract or agreement.

**e. Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

**f. Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

**g. Failure To Comply With "Workers Compensation Law"**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;  
because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

**h. Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

**i. Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);

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- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

**j. Punitive Damages**

Multiple, exemplary or punitive damages.

**k. Crew Members**

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

**B. The Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages A and B.**

**C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:**

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. For the purposes of this endorsement, Section III – Limits Of Insurance, is replaced by the following:**

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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**E.** For the purposes of this endorsement, Condition **2. – Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions **Section IV** is deleted and replaced by the following:

**2. Duties In The Event Of Injury, Claim Or Suit**

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**F.** For the purposes of this endorsement, Paragraph **4.** of the **Definitions Section** is replaced by the following:

**4.** "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

**G.** The following are added to the **Definitions Section**:

- 1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Wyoming. This does not include provisions of any law providing non-occupational disability benefits.
- 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
- 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

**H.** For the purposes of this endorsement, the definition of "bodily injury" does not apply.

**All terms and conditions of this policy apply unless modified by this endorsement.**



Mark Gordon  
Governor

# State of Wyoming Department of Workforce Services

Unemployment Tax  
P.O. Box 2760  
Casper, WY 82602 2760  
Phone 307-235-3217  
Fax 307-235-3278

Section 7, Item D.



Robin Sessions Cooley, J.D.  
Director  
Elizabeth Gagen, J.D.  
Deputy Director

CITY OF LANDER  
LANCE HOPKIN  
240 LINCOLN  
LANDER, WY 82520

## UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

### CERTIFICATE

<b>NUMBER:</b>	161659
<b>ONLY VALID AS ISSUED TO:</b>	CITY OF LANDER
<b>EFFECTIVE DATE:</b>	5/15/2023
<b>EXPIRATION DATE:</b>	5/15/2024

**PROJECT:** Lander High Pressure Water System

A review of the Division files indicates that HIGH COUNTRY CONSTRUCTION INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use HIGH COUNTRY CONSTRUCTION INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

HIGH COUNTRY CONSTRUCTION INC  
PO BOX 930  
LANDER, WY 82520-0930

### NOTICE TO PROCEED

Owner:	City of Lander	Owner's Contract No.:	
Contractor:	High Country Construction, Inc.	Contractor's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10193520
Project:	Lander High Pressure Water System Upgrades – Phase III Projects	Contract Name:	Lander High Pressure Water System Upgrades – Phase III Projects
		Effective Date of Contract:	5/23/23

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 23<sup>rd</sup>, 2023. *see Paragraph 4.01 of the General Conditions*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. Contract times are provided in 'Article 4 – Contract Times' in section 00520 – Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

*Submit a preliminary Progress Schedule, preliminary Schedule of Submittals, preliminary Schedule of Values, and preliminary list of construction equipment. Prior to submittals, verify existing 36" RCP casing and pipeline elevations at both ends of casing so appropriately sized casing spacers may be ordered. Reference Plan Sheet 01C008.*

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Owner: City of Lander

Authorized Signature:

By:

Title:

Date Issued:

Copy: Engineer