

## **CITY OF LANDER**

### **AGENDA**

**August 23, 2022**

**6:00 p.m.**

### **REGULAR COUNCIL MEETING CITY COUNCIL CHAMBERS**

- I. Pledge of Allegiance
- II. Call to Order
- III. Approval of Regular Agenda
- IV. New Business
  - (a) Authorize Mayor to sign Change Order with Hein Bond Architects for Maven Project.
  - (b) Authorize Mayor to sign Change Order No. 3 with Patrick Construction Inc. for the Bank Restoration and Utility Crossings of the Middle Fork of the Popo Agie.
  - (c) Authorize Council to sign Agreement between City of Lander and Tecia Lynn Waller for Lander Community Center.
  - (d) Approve removal of the retiring City Clerk, Tami E. Hitsheew from all City of Lander financial accounts and adding the new City Clerk Rachelle Fontane to all City of Lander financial accounts. Approve granting of all City of Lander banking privileges to the new Deputy Treasurer/Clerk to Kevin Kulow.
  - (e) Approve S 22.08 J I Pattens Subdivision Block 31, lots 14-17 replat.
- V. Adjourn Meeting

### **WORK SESSION**

**August 23, 2022**

**Immediately following regular meeting**

- I. Staff & Council Updates

Join Zoom Meeting

<https://us06web.zoom.us/j/89511249706?pwd=a29naVpSeEI3RHpkaCtQeGNTZ0dZdz09> Meeting ID:

895 1124 9706 Passcode: 810004



## CHANGE ORDER

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

**CHANGE ORDER NO.** 03

**DATE:** July 28, 2022

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

**CONTRACT DATE:** January 5, 2022

### THE CONTRACT IS CHANGED AS FOLLOWS:

Add Washer/Dryer connections requested by Maven: add \$6,648.00  
Add doors in Rooms O213 and O215 requested by Maven: add \$6,893.00  
Change the finish flooring in Room O119 requested by Maven: Add \$1,337.00

Exhibits / Attachments: PR06 (7/11/2022, Hein|Bond), PR07 (7/11/2022, Hein|Bond), PR08 (7/11/2022, Hein|Bond),  
COP06 (7/22/2022, Groathouse), COP07 (7/22/2022, Groathouse), COP08 (7/22/2022, Groathouse)

|   |                   |
|---|-------------------|
| The Original Contract Sum was   | \$6,038,592.00    |
| Net change by previously authorized Change Orders                         | \$55,335.00       |
| The Contract Sum prior to this Change Order was                           | \$6,093,927.00    |
| The Contract Sum will be increased by this Change Order in the amount of  | \$14,878.00       |
| The new Contract Sum including this Change Order                          | \$6,108,805.00    |
| The Contract Time will be increased by                                    | 0 days            |
| The Date of Substantial Completion as of the date of this Change Order is | December 31, 2022 |

*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: 2022.07.28  
09:22:40-06'00'  
Hein|Bond Architects

Wayne Kitchen  
Digitally signed by: Wayne Kitchen  
DN: CN = Wayne Kitchen email =  
wkitchen@groathouse.com C =  
US O = Groathouse Construction  
Date: 2022.07.28 09:42:04 -06'00'  
Groathouse Construction Inc.

Cade Maestas  
Digitally signed by Cade Maestas  
DN: cn=Cade Maestas g=Cade  
Maestas o=US United States l=US  
United States ou=Maven  
email=ecade@mavenbuilt.com  
Reason: I have reviewed this document  
Location:  
Date: 2022-08-01 11:25:06:00  
Maven

City of Lander

Jeff Bond  
BY

Wayne Kitchen  
BY

Cade Maestas  
BY

Monte Richardson  
BY

Date

Date

Date

Date



# CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 22-Jul-22

Change Order Proposal NO: 06

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 06 - Add Washer and Dryer Hookups

| RESP              | BP     | DESCRIPTION   | QUANTITY | UNIT | UNIT COST | LABOR | MATERIAL | SUBCONTRACT | OTHER | ADD   | DEDUCT |
|-------------------|--------|---|----------|------|-----------|-------|----------|-------------|-------|-------|--------|
| M55               | BP 19A | Pricing per attached breakdown from Modern Electric | 1        | ls   |           |       |          | 2,417       |       | 2,417 |        |
| C395              | BP 18A | Pricing per attached break down from City Plumbing  | 1        | ls   |           |       |          | 3,352       |       | 3,352 |        |
| GC                | BP00   | Project Administration                              | 2        | hr   | 100       |       |          |             | 200   | 200   |        |
| <b>SUBTOTALS:</b> |        |   |          |      |           |       |          | 5,769       | 200   | 5,969 |        |

NOTES: This COP is the result of changes illustrated in PR 06 Add Washer and Dryer Hookups.

|                         |    |              |
|-------------------------|----|--------------|
| ADD SUBTOTAL            | \$ | 5,969        |
| DEDUCT SUBTOTAL         | \$ | -            |
| SUBTOTAL                | \$ | 5,969        |
| INSURANCE/BOND (1.375%) | \$ | 82           |
| OH/PROFIT (10%)         | \$ | 597          |
| TOTAL COST              | \$ | <b>6,648</b> |

ACCEPTED:

Groathouse Construction, Inc.: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Architect/Engineer: \_\_\_\_\_ DATE: \_\_\_\_\_



## Proposal Request

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**PROJECT:** Maven Headquarters

**DATE:** 07/11/22

**CONTRACTOR:** Groathouse Constructions Inc.

**CONTRACT DATE:** 01/05/22

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Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

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**DESCRIPTION:** The Owner would like to add a washer-dryer connection in the receiving area (W101).

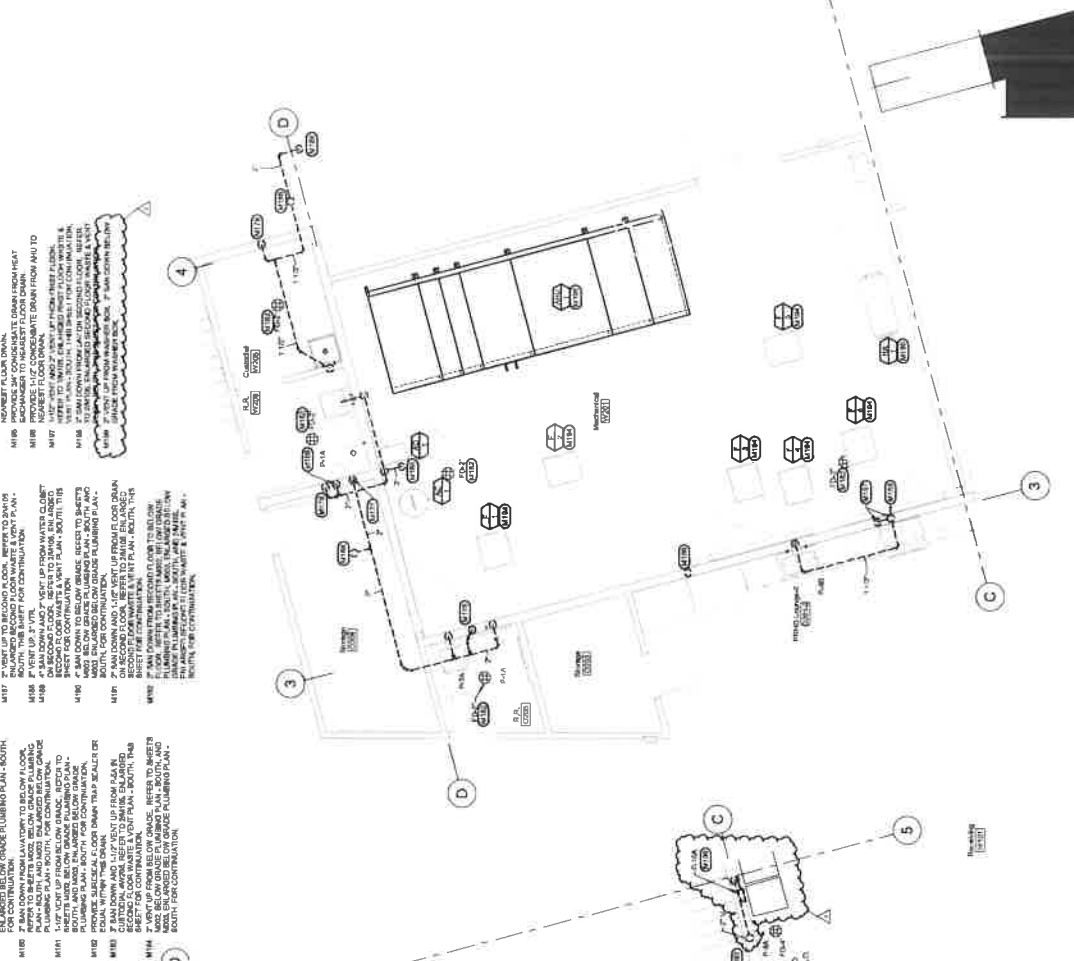
- Add connections (electrical, mechanical, plumbing) as shown on the attached drawings.

**ATTACHMENTS:** E211, M003, M105, M205, M302, M402

**REQUESTED BY:** Owner (Maven)





[illegible]

2 ENLARGED SECOND FLOOR WASTE & VENT PLAN - SOUTH







- 1 PROVIDE 12V MOTORIZED INTAKE DAMPER
- 2 PROVIDE 3" PLEATED SPHALST AIR FILTER AND PRIMARY AIR FILTER
- 3 PROVIDE SINGLE POINT POWER CONNECTION

1. SELECTED AT 1000 FT ELEVATION
2. PROVIDE 7 DAY PROGRAMMABLE THERMOSTAT. PROVIDE SIGNAL FROM DA DAMPER ACTUATOR TO INITIATE EFA TO OPERATE.
3. PROVIDE HIGH ALTITUDE KIT FOR BURNER AS REQUIRED FOR THIS ELEVATION.
4. PROVIDE WITH VFD FOR BALANCING

|          |   |
|----------|---|
| COMMENTS |   |
| 1        | UNIT WITH FLOW OF INDICATOR WIRE SHALL UTILIZE RETURN AND BENT FOR RETURN WIRE AS REQUIRED BY MANUFACTURER. |
| 2        | PROVIDE 2" ELATED FILTER WITH ANGLE FRAME IN RETURN AIR DUCTWORK.   |
| 3        | POWER MATCHING COOLING COIL   |
| 4        | ELECTRONICALLY CONTROLLED MOTOR   |
| 5        | PROVIDE HIGH ALTITUDE KIT.  |
| 6        | REFRIG. LEAK PROGRAMMABLE THERMISTOR  |

- 1 PROVIDE IF THICK CONCRETE PAD MINIMUM OF 8" LARGER THAN UNIT IN ALL DIRECTIONS.
- 2 WHAIL GUARD
- 3 PROVIDE A 6" RADIUS ON THE CORNERS OF THE CURB.
- 4 PROVIDE A 6" RADIUS ON THE CORNERS OF THE CURB.
- 5 PROVIDE A 6" RADIUS ON THE CORNERS OF THE CURB.

**Comments:**

1. THURON AT 22 DEC 1962.

2. DISCOVERED IN LAKE TAYMATH.

3. CLONED AND REARED WITH THE HATCHLING IN LAKE TAYMATH.





## Proposed Change Order

**Casper**

246 W 1st Street  
Casper, Wyoming 82601  
307-266-1711

Client Address:

**Groathouse Const.**

1050 N. 3rd Street, Suite A  
Laramie, Wyoming 82072

**Contract Name:** Maven

**Contract #:** 03/23/2022

**Project Name:** Maven VE

**Project #:** 12-22-21 #3

**Client PCO #:**

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**Work Description**

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This price is good for acceptance within 30 days from the date of receipt.  
We request a time extension of 0 days.

We will supply and install all materials, labor, and equipment as per your instructions on PR#6  
received on 7/11/22

# Proposed Change Order

## Casper

246 W 1st Street  
Casper, Wyoming 82601

Client Address:

## Groathouse Const.

1050 N. 3rd Street, Suite A  
Laramie, Wyoming 82072

Contract Name: **Maven**

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

## Itemized Description

| Description  | Qty            | Total Mat. \$ | Total Hours   |
|--|----------------|---------------|---------------|
| <b>3/4"Conduit - EMT 10' Lengths</b>   | <b>70.000</b>  | <b>87.91</b>  | <b>4.340</b>  |
| 3/4"Coupling - EMT Set Screw Steel   | 5.000          | 6.97          | 0.300         |
| <b>3/4"Connector - EMT Set Screw Steel</b>   | <b>2.000</b>   | <b>1.61</b>   | <b>0.240</b>  |
| 3/4"Connector - EMT Set Screw Steel  | 2.000          | 2.33          | 0.240         |
| <b>2-1/8" D4" Square Box 1/2 &amp; 3/4" KO</b>   | <b>3.000</b>   | <b>8.26</b>   | <b>1.050</b>  |
| 1-Gang x 3/4" D4" Square Plaster Ring - Steel  | 1.000          | 1.43          | 0.200         |
| <b>2-Gang x 3/4" D4" Square Plaster Ring - Steel</b>   | <b>1.000</b>   | <b>2.54</b>   | <b>0.200</b>  |
| 4" Square Box Cover Flat Blank - Steel   | 1.000          | 0.82          | 0.090         |
| <b>#12 BlackWire THHN / T90 - Copper</b>   | <b>60.000</b>  | <b>12.85</b>  | <b>0.450</b>  |
| #12 WhiteWire THHN / T90 - Copper  | 60.000         | 12.48         | 0.450         |
| <b>#10 BlackWire THHN / T90 - Copper</b>   | <b>110.000</b> | <b>34.79</b>  | <b>0.963</b>  |
| #10 GreenWire THHN / T90 - Copper  | 55.000         | 17.46         | 0.481         |
| <b>#12 to #6Wire Connector Live Spring Twist-On - 600V</b>                                       | <b>3.000</b>   | <b>1.68</b>   | <b>0.300</b>  |
| 3/4"1-Hole Strap - EMT Steel   | 2.000          | 0.70          | 0.100         |
| <b>3/4"Conduit Clip Screw-On to Metal Stud 1/2" to 1" B-Line</b>                                 | <b>2.000</b>   | <b>1.77</b>   | <b>0.180</b>  |
| 3/4" x 1/4"Conduit Clip Snap Close Flange Hanger Bottom Mount                                    | 5.435          | 14.33         | 0.340         |
| <b>#12 x 1/2"Self-Tapping Screw Pan Head Phillips- Plated Steel</b>                              | <b>10.000</b>  | <b>0.47</b>   | <b>0.394</b>  |
| #8 x 1/2"Self-Tapping Screw Wafer Head Phillips up to 12 Gauge                                   | 2.000          | 0.16          | 0.078         |
| <b>3/4" x 1/4"Conduit Clip Snap Close w/ Box Support Flange Hanger Bottom Mount (helicopter)</b> | <b>1.000</b>   | <b>8.38</b>   | <b>0.063</b>  |
| 15A 125V 3W WhiteGFCI Duplex Receptacle - Self Test Commercial Grade                             | 1.000          | 19.49         | 0.375         |
| <b>1-Gang Satin StandardDecorator Wallplate - S/S 302</b>  | <b>1.000</b>   | <b>2.08</b>   | <b>0.125</b>  |
| Orbit BMCS- Conduit Support Flange   | 2.000          | 4.08          | 0.500         |
| <b>Orbit FB3 Fixed 3 Position Bracket</b>  | <b>2.000</b>   | <b>9.74</b>   | <b>0.340</b>  |
| 220v 30 dryer receptacle and cover   | 1.000          | 21.00         | 1.000         |
| <b>220v breaker</b>  | <b>1.000</b>   | <b>216.00</b> | <b>1.500</b>  |
| Stub through floor   | 1.000          | 20.00         | 1.500         |
| <b>Totals</b>  | <b>404.435</b> | <b>509.33</b> | <b>15.799</b> |

# Proposed Change Order

**Casper**

246 W 1st Street  
Casper, Wyoming 82601

Client Address:

**Growthhouse Const.**

1050 N. 3rd Street, Suite A  
Laramie, Wyoming 82072

**Contract Name: Maven**

**Contract #:** 03/23/2022

**Project Name:** 12-22-21 #3

**Project #:** Maven VE

**Client PCO #:**

## Summary

| Extension Materials           |        |          |           | %     | Total    |       |          |
|-------------------------------|--------|----------|-----------|-------|----------|-------|----------|
| Database Material             |        |          |           |       | 509.33   |       |          |
| Total Extension Material Cost |        |          |           |       | 509.33   |       |          |
| Material Tax                  |        |          |           | 6.00  | 30.56    |       |          |
| Material Overhead             |        |          |           | 10.00 | 53.99    |       |          |
| Material Markup               |        |          |           | 5.00  | 29.69    |       |          |
| Total Extension Material      |        |          |           |       | 623.57   |       |          |
| Labor                         | Hours  | Rate     | Sub Total | %     | Total    |       |          |
| Field Labor                   |        |          |           |       |          |       |          |
| Journeyman                    | 15.799 | 72.00    | 1,137.53  |       |          |       |          |
| Warranty                      | 0.474  | 72.00    | 34.13     |       |          |       |          |
| Project Manager               | 1.264  | 75.00    | 94.79     |       |          |       |          |
| Safety                        | 0.553  | 72.00    | 39.81     |       |          |       |          |
| Cleanup                       | 0.632  | 72.00    | 45.50     |       |          |       |          |
| Total Field Labor             |        |          |           |       | 1,351.76 |       |          |
| Total Labor Cost              |        |          |           |       | 1,351.78 |       |          |
| Total Labor                   |        |          |           |       | 1,351.78 |       |          |
| General Expenses              | Qty    | Duration | Cost/Unit | Tax % | OH %     | MU %  | Total    |
| Expenses - Mileage            | 18.72  | 1.000    | 2.00      |       | 10.000   | 5.000 | 43.24    |
| Expenses - Per Diem           | 18.72  | 1.000    | 12.00     |       | 10.000   | 5.000 | 259.48   |
| Total General Expenses        |        |          |           |       |          |       | 302.73   |
| Equipment                     | Qty    | Duration | Cost/Unit | Tax % | OH %     | MU %  | Total    |
| Aerial Lift - Scissor         | 1.000  | 1.000    | 120.00    |       | 10.000   | 5.000 | 138.60   |
| Total Equipment               |        |          |           |       |          |       | 138.60   |
| Sub Total 1                   |        |          |           |       |          |       | 2,416.68 |
| Sub Total 2                   |        |          |           |       |          |       | 2,416.68 |
| Final Adj                     |        |          |           |       | 0.013    |       | 0.32     |
| Total Adjustments             |        |          |           |       |          |       | 0.32     |
| Total                         |        |          |           |       |          |       | 2,417.00 |

## Contractor Certification

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

I hereby certify that this quotation is complete and accurate based on the information provided

# Proposed Change Order

**Casper**

246 W 1st Street  
Casper, Wyoming 82601

Client Address:

**Groathouse Const.**

1050 N. 3rd Street, Suite A  
Laramie, Wyoming 82072

**Contract Name: Maven**

**Contract #:** 03/23/2022

**Project Name:** 12-22-21 #3

**Project #:** Maven VE

**Client PCO #:**

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**Client Acceptance**

**PCO #:** 3

**Final Amount:** \$ 2,417.00

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Change Order #:** \_\_\_\_\_

I hereby accept this quotation and authorize the contractor to complete the above described work



## CITY PLUMBING & HEATING, INC.

340 Main Street Lander, WY 82520

307-332-5816 FAX 307-332-9391

cityplumbinglanderwyo@gmail.com

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### Change Order #1

Date: 7/12/2022

TO: Wayne Kitchen  
Groathouse Construction  
RE: Change Order on washer-dryer hook up

We propose to supply materials and labor as per plans to add hookups to washer and dryer for the price of **\$3,352.40**

Included in this bid is as follows:

- Dryer Vent
- Washer box and all associated plumbing
- Insulation

Not included in this bid is as follows:

- Concrete installation which will be done by others
- Installation of appliances (to be done by others)
- Roof Sealing around penetration (to be done by roofing contractor)

If you have any questions on this change order, please call.

Thank you for the opportunity.

Sincerely,  
Cory Clouser  
307-349-6054  
307-332-5816

*Serving Our Community Since 1933*



## CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 22-Jul-22

Change Order Proposal NO: 07

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 07 - Add Doors O213 and O215

| RESP              | BP    | DESCRIPTION                              | QUANTITY | UNIT | UNIT COST | LABOR | MATERIAL | SUBCONTRACT | OTHER | ADD   | DEDUCT |
|-------------------|-------|--|----------|------|-----------|-------|----------|-------------|-------|-------|--------|
| GC                | BP01  | Install Dorr Frames                      | 1        | ls   |           | 140   |          |             |       | 140   |        |
| GC                | BP01  | Install Doors and Hardware               | 1        | ls   |           | 1,710 |          |             |       | 1,710 |        |
| A675              | BP 09 | Pricing per attached break down from ADH | 1        | ls   |           |       | 3,905    |             |       | 3,905 |        |
| GC                | BP00  | Tax                                      |          |      | 0         |       |          |             | 234   | 234   |        |
| GC                | BP00  | Project Administration                   | 2        | hr   | 100       |       |          |             | 200   | 200   |        |
| <b>SUBTOTALS:</b> |       |  |          |      |           | 1,850 | 3,905    |             | 434   | 6,189 |        |

NOTES: This COP is the result of changes illustrated in PR 07 Additional Doors O213 and O215.

|                         |    |              |
|-------------------------|----|--------------|
| ADD SUBTOTAL            | \$ | 6,189        |
| DEDUCT SUBTOTAL         | \$ |              |
| SUBTOTAL                | \$ | 6,189        |
| INSURANCE/BOND (1.375%) | \$ | 85           |
| OH/PROFIT (10%)         | \$ | 619          |
| TOTAL COST              | \$ | <b>6,893</b> |

ACCEPTED:

Groathouse Construction, Inc. : \_\_\_\_\_ DATE: \_\_\_\_\_

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

Architect/Engineer : \_\_\_\_\_ DATE: \_\_\_\_\_





## Proposal Request

**PROJECT:** Maven Headquarters

**CONTRACTOR:** Groathouse Construction Inc.

**DATE:** 07/11/22

**CONTRACT DATE:** 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

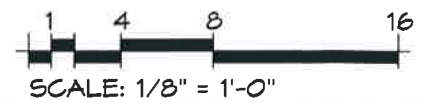
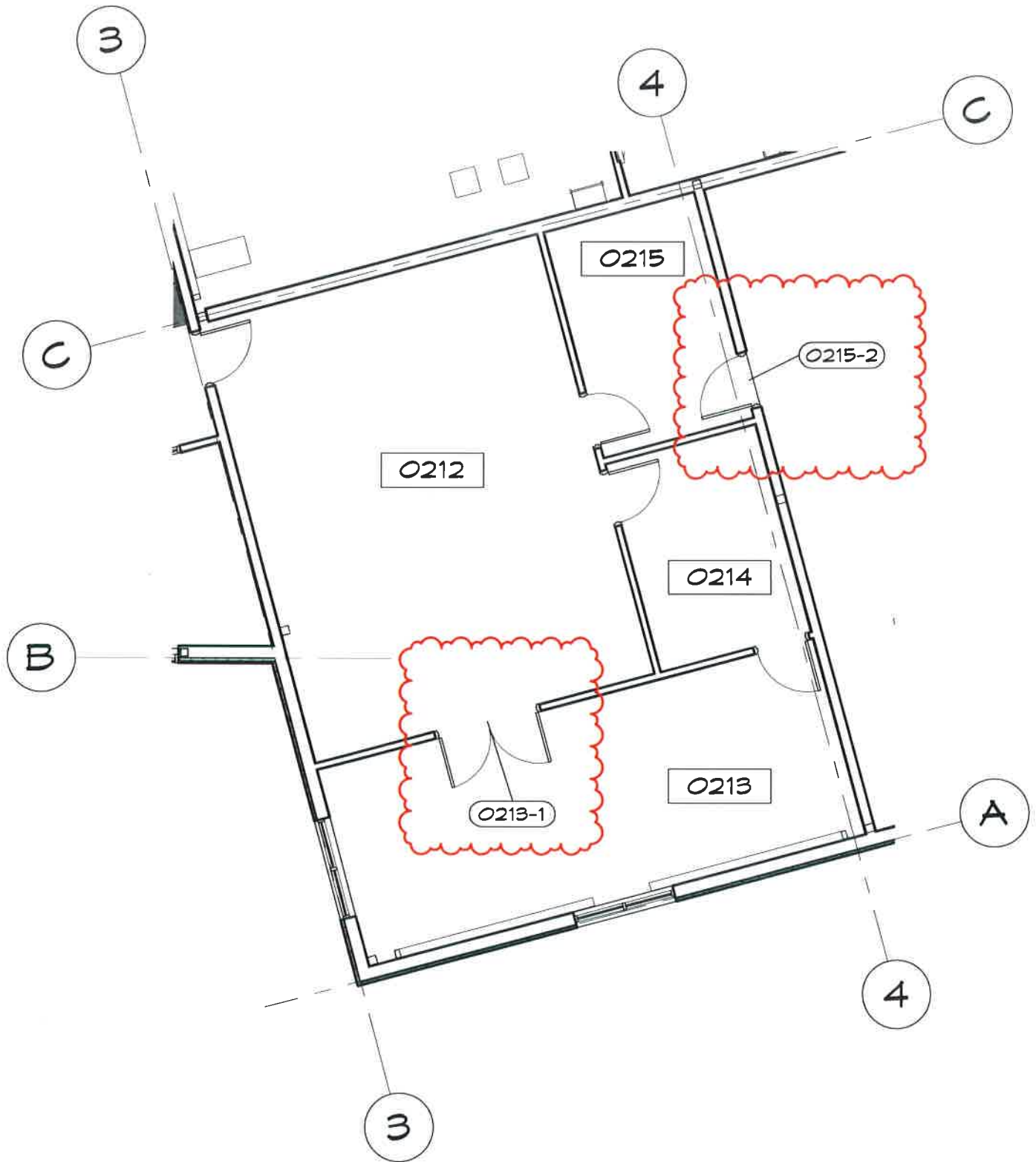
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

**DESCRIPTION:** The Owner would like to add some additional doors.

- O213 office: Add a double door, 6'-0"W x 7'-0" H
  - Wood doors, full lite (glass)
  - HM Frame
  - Hardware Set (07) for active leaf,
  - Flush bolts, hinges, wall bumper, and silencer for inactive leaf.
- O215 storage room: add a single door, 3'-0"W x 7'-0"H on the East wall. This door will open to the receiving area on the second floor to be used to lift equipment or other items that cannot be moved up the stairs.
  - HM flush door.
  - HM frame
  - Hardware Set (12.1)

**ATTACHMENTS:** PR7.1

**REQUESTED BY:** Owner (Maven)



|  |   |   |
|--|---|---|
| <p>City of Lander / Lander Economic Development Association (LEDA)</p> <p><b>Maven Outdoor Equipment Company Headquarters</b></p> <p>1042 Pronghorn Drive, Lander, Wyoming</p> | <p><b>Hein   Bond</b></p> <p>235 S. David, Ste. D      307.234.3601<br/>Casper, Wyoming      www.heinbond.com</p> | <p>Date: 7/11/2022</p> <p>Drawn By: JCB</p> |
|  | <p>ADDITIONAL DOORS</p>   | <p><b>PR7.1</b></p>                         |

7/11/2022 9:32:54 AM

**Date:**



## CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 22-Jul-22

Change Order Proposal NO: 08

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 08 - Change Flooring in O119

| RESP              | BP     | DESCRIPTION   | QUANTITY | UNIT | UNIT COST | LABOR | MATERIAL | SUBCONTRACT  | OTHER      | ADD          | DEDUCT       |
|-------------------|--------|---|----------|------|-----------|-------|----------|--------------|------------|--------------|--------------|
| G19               | BP 13A | Pricing per attached breakdown from Modern Electric | 1        | ls   |           |       |          | (500)        |            |              | (500)        |
| C659              | BP 13F | Pricing per attached break down from ADH            | 1        | ls   |           |       |          | 1,500        |            | 1,500        |              |
| GC                | BP00   | Project Administration                              | 2        | hr   | 100       |       |          |              | 200        | 200          |              |
| <b>SUBTOTALS:</b> |        |   |          |      |           |       |          | <b>1,000</b> | <b>200</b> | <b>1,700</b> | <b>(500)</b> |

NOTES: This COP is the result of changes illustrated in PR 08 Change Flooring in O119

|                         |    |              |
|-------------------------|----|--------------|
| ADD SUBTOTAL            | \$ | 1,700        |
| DEDUCT SUBTOTAL         | \$ | (500)        |
| SUBTOTAL                | \$ | 1,200        |
| INSURANCE/BOND (1.375%) | \$ | 17           |
| OH/PROFIT (10%)         | \$ | 120          |
| TOTAL COST              | \$ | <b>1,337</b> |

ACCEPTED:

Grothouse Construction, Inc. \_\_\_\_\_ DATE: \_\_\_\_\_

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

Architect/Engineer \_\_\_\_\_ DATE: \_\_\_\_\_



## Proposal Request

---

**PROJECT:** Maven Headquarters

**DATE:** 07/11/22

**CONTRACTOR:** Groathouse Construction Inc.

**CONTRACT DATE:** 01/05/22

---

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

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**DESCRIPTION:** Change the floor finish in Office O119 from carpet tile to polished concrete.

**ATTACHMENTS:** None

**REQUESTED BY:** Owner (Maven)

**wkitchen@groathouse.com**

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**From:** Gales C1 <galescarpetone@gmail.com>  
**Sent:** Friday, July 22, 2022 9:02 AM  
**To:** wkitchen@groathouse.com  
**Subject:** PR08

Deduct \$500.00

--  
Nathan Branson  
Gales Carpet One Floor and Home  
The "**ONE**" Store For Your *Perfect* Floor  
307-856-8697

## Change Request Form

# CONSURCO

Concrete Surface Technologies

621 E King Street - Ste 150 - Meridian - ID - 83642

208.375.4352

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

License:

ID RCE-7257

UT 7528305-5501

**Project Name:****Maven Outdoor Equipment Company Headquarters****Change Request: #1****Project Manager: Ron Denning****Change Requested by: GC/OWNER****Project Superintendent:****Date Requested: 7/12/2022****Description of Change:**

Add the same stained/polished concrete process in room 0119.

**Conditions required:**

Area is to be free and clear of all other trades and equipment for the duration of the work.

Process is to be done in conjunction with the other stained/polished concrete scope of work.

**Impacts:**

Cost delta for added labor, material, and overhead.

**Costs:**

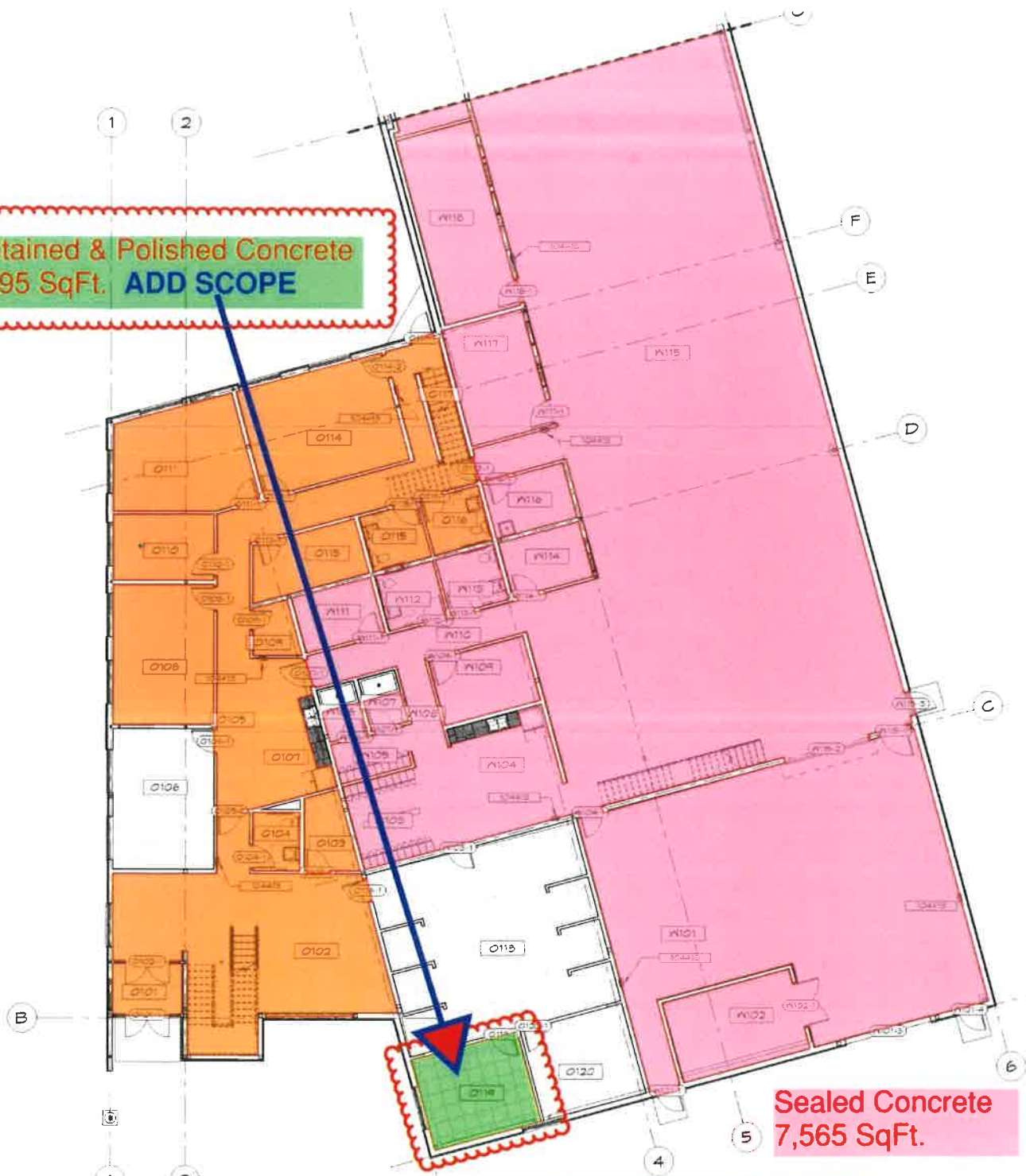
- Add \$1,500.00.

**General Contractor Approvals:**

| Signature | Title | Date |
|-----------|-------|------|
|           |       |      |



Stained & Polished Concrete  
195 SqFt. **ADD SCOPE**



Sealed Concrete  
7,565 SqFt.

Stained & Polished Concrete  
2,815 SqFt.

1 FIRST FLOOR FINISH PLAN - SOUTH  
1/8" = 1'-0"

**SECTION 00 63 63  
CHANGE ORDER**

**Change Order No.** 3

|  |                                  |
|--|----------------------------------|
| <b>Date of Issuance:</b>   | <b>Effective Date:</b>           |
| <b>Owner:</b> City of Lander   | <b>Owner's Contract No.:</b>     |
| <b>Contractor:</b> Patrick Construction Inc.   | <b>Contractor's Project No.:</b> |
| <b>Engineer:</b> Strike Consulting Group   | <b>Engineer's Project No.:</b>   |
| <b>Project:</b> Bank Restoration and Utility Crossings of the Middle Fork of the Popo Agie River | <b>Contract Name:</b>            |

The Contract is modified as follows upon execution of this Change Order:

Description: This change order incorporates the work outlined in Work Change Directive 3. Work Change Directive 3 included the extension of the 6" and 4" sanitary sewer service lines at the Wyoming Boulevard site (FEMA 9263). The service line replacement length actually installed from Work Change Directive 3 was twice the length estimated in Change Order 2. Therefore, bid item A316-Replace Sanitary Sewer Service quantity increased from 1.4 to 2.8.

Additional demolition on the left bank of the Wyoming site (FEMA 9263) was also necessary to excavate to riprap subgrade. Very large masses of concrete, cobble, and wire were buried in the bank and required approximately one additional day of excavation, jackhammering, and hauling based on the time and materials breakdown provided by PCI. The additional work results in a quantity increase of 0.858 for bid item A200-Remove Existing Obstructions.

Attachments: Work Change Directive 3, PCI Daily Report and Cost

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>   |
|---|---|
| Original Contract Price:<br><br>\$ <u>1,624,415.75</u>  | Original Contract Times:<br>Substantial Completion: <u>150</u><br>Ready for Final Payment: <u>150</u><br>days or dates  |
| Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :<br><br>\$ <u>67,491.14</u> | Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br>Substantial Completion: <u>240</u><br>Ready for Final Payment: <u>240</u><br>days |
| Contract Price prior to this Change Order:<br><br>\$ <u>1,691,906.89</u>                                  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>390</u><br>Ready for Final Payment: <u>390</u><br>days or dates                            |
| Increase of this Change Order:<br><br>\$ <u>16,813.00</u>   | Increase of this Change Order:<br>Substantial Completion: <u>47</u><br>Ready for Final Payment: <u>47</u><br>days or dates  |
| Contract Price incorporating this Change Order:<br><br>\$ <u>1,708,719.89</u>                             | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>437</u><br>Ready for Final Payment: <u>437</u><br>days or dates                       |

|   |                              |                                   |                        |
|---|------------------------------|-----------------------------------|------------------------|
| <b>RECOMMENDED:</b>   |                              | <b>ACCEPTED:</b>                  |                        |
| By: <u>Byron Roberts</u>  | By: <u>[Signature]</u>       | By: <u>[Signature]</u>            | By: <u>[Signature]</u> |
| Engineer (if required)  | Owner (Authorized Signature) | Contractor (Authorized Signature) |                        |
| Title: <u>Project Manager</u>   | Title: _____                 | Title: <u>SECRETARY/TREASURER</u> |                        |
| (City of Lander)  | 00 63 63-1                   |                                   |                        |
| (Bank Restoration and Utility Crossings of the Middle Fork Popo Agie River) |                              |                                   |                        |

Date: 8-18-2022 Date \_\_\_\_\_ Date August 18, 2022

Approved by Funding Agency (if applicable)

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

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

SECTION 00 63 49  
WORK CHANGE DIRECTIVE

**Work Change Directive No. 3**

Date of Issuance: 7-13-22                      Effective Date: 7-21-22  
Owner: City of Lander                      Owner's Contract No.:  
Contractor: Patrick Construction Inc.                      Contractor's Project No.:  
Engineer: Strike Consulting Group                      Engineer's Project No.:  
Project: Bank Restoration and Utility Crossings of the                      Contract Name:  
Middle Fork of the Popo Agie River

Contractor is directed to proceed promptly with the following change(s):

**Description:**

At Wyoming Boulevard site (FEMA 9263), connect to the existing 6" service line at the cleanout manhole south of the planned connection shown on sheet 18 and realign to be as far from the top of bank as practically possible. This will require an additional 88 lineal feet of 6" service line. Install an additional 35 lineal feet of 4" service line to accommodate the new alignment of the 6" service line. Bid item A316-Replace Sanitary Sewer Service quantity shall increase by 1.4 for a new quantity of 2.8.

Attachments: N/A – Contractor field fit due to necessity to proceed with the schedule

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price    \$    9,520                      increase.  
Contract Time        days                      [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum                      ☐ Unit Price  
☐ Cost of the Work                      ☐ Other

**RECOMMENDED:**

By: *Byron Roberts*  
Engineer (Authorized Signature)

Title: *Project Manager*  
Date: *7-21-22*

**AUTHORIZED BY:**

By: *Ramona Stephens*  
Owner (Authorized Signature)

Title: *Public Works Director*  
Date: *8-1-22*

**RECEIVED:**

By: *[Signature]*  
Contractor (Authorized Signature)

Title: *SECRETARY / TREASURER*  
Date: *7/21/2022*

Approved by Funding Agency (if applicable)

By:    Date:  
Title:

Project: Bank Restoration and Utility Crossings of the Middle Fork of the Popo Agie River  
 Engineer: SGO  
 PCI Job #: 20214  
 Time and Matl. Record #: 1  
 Date: 7/15/2022  
 Nature of Work: Demolition and Removal of excess concrete poured into the North river bank of Wyoming Blvd.

#### LABOR

| Payroll Name  | Labor Classification | Rate \$/hr | Reg. Hours | OT Hours | Cost \$   | Notes |
|---------------|----------------------|------------|------------|----------|-----------|-------|
| Jeff Patrick  | Superintendent       | \$ 95.00   | 9          |          | \$ 855.00 |       |
| Scott Patrick | Operator             | \$ 48.00   | 9          |          | \$ 432.00 |       |
| Doug Wilson   | Operator             | \$ 48.00   | 9          |          | \$ 432.00 |       |
| Dan Jordan    | Driver               | \$ 45.00   | 9          |          | \$ 405.00 |       |
| Brent Jessop  | Laborer              | \$ 42.00   | 9          |          | \$ 378.00 |       |
|               |                      |            |            |          |           |       |
|               |                      |            |            |          |           |       |
|               |                      |            |            |          |           |       |
|               |                      |            |            |          |           |       |

#### EQUIPMENT

| Unit | Type                           | Rate \$/hr | Reg. Hours | OT Hours | Cost \$     | Notes |
|------|--------------------------------|------------|------------|----------|-------------|-------|
| 216  | 1 Ton truck w/ Tools and Accs. | \$ 65.00   | 9          |          | \$ 585.00   |       |
| 706  | Bobcat E55 Excavator           | \$ 67.00   | 9          |          | \$ 603.00   |       |
| 1504 | Hydraulic Breaker              | \$ 55.00   | 9          |          | \$ 495.00   |       |
| 704  | Cat 330 DL Excavator           | \$ 167.00  | 9          |          | \$ 1,503.00 |       |
| 709  | Cat 345 DL Excavator           | \$ 217.00  | 3          |          | \$ 651.00   |       |
| 307  | Kenworth semi tractor          | \$ 50.00   | 9          |          | \$ 450.00   |       |
| 408  | Side Dump trailer              | \$ 35.00   | 9          |          | \$ 315.00   |       |
| 416  | Bumper Hitch trailer           | \$ 20.00   | 1          |          | \$ 20.00    |       |
| 308  | Kenworth semi tractor          | \$ 50.00   | 2          |          | \$ 100.00   |       |
| 401  | Lowboy Trailer                 | \$ 35.00   | 2          |          | \$ 70.00    |       |
|      |                                |            |            |          |             |       |
|      |                                |            |            |          |             |       |

#### MATERIALS

| Item | Quantity | Cost/Item \$ | Cost \$ | Cost +10% \$ | Notes |
|------|----------|--------------|---------|--------------|-------|
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |
|      |          |              |         | \$ -         |       |

#### UNIT PRICE ITEMS

| Item No. | Work Description | Units | Unit Cost | Cost \$     | Notes |
|----------|------------------|-------|-----------|-------------|-------|
|          |                  |       |           |             |       |
|          |                  |       |           |             |       |
|          |                  |       |           |             |       |
|          |                  |       |           |             |       |
| TOTAL    |                  |       |           | \$ 7,294.00 |       |

# PATRICK CONSTRUCTION INC.

P.O. Box 926 • Lander, WY 82520  
Phone 307-332-6939 • Fax 307-332-4608

## DAILY REPORT

Date 7/14/2022

Job # 20214

Weather Clear, 60° - 90° +

Job Name middle fork Job Location 3rd st wy st

Company Rep. On Site

Owner Rep. On Site

Visitors to Site

Jeff Patrick Boyer Roberts

Scott Patrick Lance Hopkins

Daily Activity UnLoad 320 at per yard, Trench Box & pipe - culvert,  
Dump 710 from wy st to per yard -  
excavate river channel rock & haul off to #105 Properties  
for stock pile - Traffic control on 3rd for truck haul -  
Breaker w/ needs - start concrete, wire removal on north  
Bank, due to wire in concrete, using Breaker w/ ESS -  
to Break up to haul w/ trucks -

| Crew       | Equipment        |
|------------|------------------|
| JEFF       | 217              |
| SCOTT 11   | 308 415, 308 401 |
| Doug 10.5  | 704              |
| Dan 10.5   | 307 408          |
| Brent 10.5 | 216              |

308 415 - 2 Loads excess w/ 07 4 Loads river rock 2 Loads concrete  
307 408 - 2 loads " " 4 Loads " 2 Loads concrete

concrete Removal -

704 4 Hrs 706 w/ 1504 Breaker - 3 hrs

308 415 4 hrs

307 408 4 hrs

[Signature] 7/14/22

For Company

Date

For Owner

Date



# PATRICK CONSTRUCTION INC.

P.O. Box 926 • Lander, WY 82520  
Phone 307-332-6939 • Fax 307-332-4608

## DAILY REPORT

Date 7/15/2022

Job # 20214

Weather Clear 60's 90's +

Job Name middle Rock Job Location 3rd St -

Company Rep. On Site

Owner Rep. On Site

Visitors to Site

JEFF PASKWICK Roland H.

SCOTT PASKWICK D. Stewie

Daily Activity Concrete Removal - Large Volume of Concrete & wire  
at MH 3 removal - remove MH 3 - & Break cc w/ Breaker -  
existing SS lines forecasted in concrete removed since 15th -  
mob - 709 extension from per yard to work w/ 704 to remove  
area of concrete - to get out of river to break up, could not  
move mass - have to break up in place - de mob 708 back  
to A1 yard -

Equipment

308 401, 708 mob-Dumb - 2.5 hrs

708 3 hrs

308 401 Dumb 704 - 1 hr

307 408 - 10 hrs - 3 Loads Concrete

704 - 10 hrs

706 - w/1504 Breaker - 10 hrs -

Repair Bent Track 400300 -

- SCOTT & DOUG - 1 hr -

CREW

JEFF 9 Dan 11

SCOTT 12 Bent 11

DOUG 11.5

JEFF - 217 706/1504

SCOTT 218, 308 401, 708, 706

DOUG 704

Dan 307 408

Bent 216 902

(Trucking concrete)

[Signature] 7/15/22

For Company

Date

For Owner

Date

# **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and TECIA LYNN WALLER, whose address is 948 Washington Street, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

## **RECITALS**

WHEREAS, the City owns and operates the Lander Community and Convention Center (hereinafter “LCCC”), located at 950 Buena Vista Drive, Lander, Wyoming; and,

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to maintain and care for the LCCC at such times and in such a manner as is required for the upkeep of the facility; and,

WHEREAS, the Contractor agrees to perform the services required for the maintenance and care for the LCCC upon the terms and conditions set forth in this Agreement.

## **TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Contractor shall provide management, supervision, labor, supplies, materials, equipment, and tools required to effectively, efficiently, and satisfactorily perform concierge service, general maintenance and janitorial services at LCCC. The work shall comply with codes and standards applicable to each type of work and as listed herein.
3. **LOCATION OF WORK.** The Lander Community & Convention Center (“LCCC”), 950 Buena Vista Drive, Lander Wyoming. The LCCC is comprised of a large multipurpose space that is 9, 387 sq. /ft., three breakout rooms that are approximately 500 sq. /ft. each; a reception /lobby/gallery area that is 1,826 sq. /ft., a bar area that is 769 sq. /ft., two outdoor patios, two 10 person restrooms, two single use restrooms, and a large storage room. This facility has a total of 19,278 square feet.
4. **COMPENSATION.** In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the sum of Three thousand, five hundred dollars (\$3,500.00), payable to Contractor at the beginning of each month of employment.
5. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
6. **LIABILITY.** The work to be performed under this Agreement will be performed entirely at Contractor’s risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.



7. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City’s reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
8. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. DURATION. This Agreement shall commence on the 1st day of September, 2022. This Agreement shall continue in full force and effect until the 31<sup>st</sup> day of August, 2024. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. WORK SCHEDULE REQUIREMENTS. Cleaning shall be completed within a **12 hour period** of the end of an event held at the Community Center. Events with multiple days require daily maintenance, including cleaning and restocking of restrooms. There will be a post event inspection at the conclusion of any event, prior to cleaning taking place. The City shall be notified in writing of any damage including any unlocked doors, missing kitchen items, or electronic supplies rented out during event by noon that day or by noon Monday if the event falls over the weekend.
11. SCHEDULING OF OPERATIONS. The Contractor shall schedule all cleaning operations so as not to interfere with the scheduled bookings. Contractor shall maintain with the City a complete and detailed Quality Control Plan, which shall include but not be limited to the following: Self-inspections, a 12-month schedule of all services showing, by date, when those services will be performed, and how many employees shall be working at the facility at a time.
12. GOVERNMENT FURNISHED EQUIPMENT AND SUPPLIES. The City will provide and maintain the following items: lawn mower, trimmer, vacuum cleaner, carpet steamer, floor scrubber, toiletries, snow blower, snow shovel, housekeeping supplies and building maintenance supplies. There will be, at minimum, a month’s worth of supplies at the LCCC at all times. The Contractor shall notify the City immediately when supplies are below the amounts stated herein. The Contractor shall inform the City, in writing, of housekeeping or building maintenance supplies that need to be ordered.
13. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. The Contractor shall be required to furnish any and all labor, supplies, tools, and equipment to complete the work described in this contract. Contractor shall not be required to provide any supplies, tools, or equipment as described in Section 12 of this Agreement.
14. HAZARDOUS MATERIALS. Safety Data Sheets (SDS) shall be posted by the stored cleaning supplies. Contractor shall be familiar with the chemicals used to perform the services and shall notify the City of any incidents or safety hazards involving chemicals and solutions listed in the SDS.
15. KEYS. Keys and/or lock combinations to access the facilities will be provided by the City. The Contractor shall sign a receipt for keys issued, and be responsible for their return at the end of the contract. The Contractor shall notify the City immediately if any key(s) are lost or stolen. The City may, at the City’s option, hold the Contractor liable for all costs associated with replacing lost keys. Contractor

shall notify the City immediately if they believe the lock combination has been compromised so a new combination can be issued.

16. PURCHASING CARD. The contractor shall utilize a City provided purchase card and will be required to follow City policy and procedures.
17. STORAGE AREAS AND JANITORAL CLOSETS. The Contractor shall share existing storage areas and janitor closets with building occupants. All Contractor stored materials, supplies, and equipment shall be conspicuously identified with the Contractor's markings to indicate ownership and shall be stored in containers appropriate for the substance being stored. Storage of supplies shall conform to applicable OSHA regulations. Incompatible supplies shall not be stored together. The City will not be responsible in any way for damage or theft of Contractor stored supplies and equipment, or the Contractor's employees' belongings brought into the buildings.
18. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage of events, and required to complete the workload of this contract. A list of employee names shall be provided to the City. At any time there is a change in employment, Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
19. CONTRACTOR LIASON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the City at a minimum of once a month to discuss the conduct of the work and alleviate any misunderstandings that may arise during the performance of the work, and be available to take immediate action to have deficiencies corrected, if required, that may be called to their attention.
20. SUPERVISION. The Contractor is required to have a responsible Project Supervisor. The Supervisor can be the Contractor or their designees. The Supervisor shall be on duty during any and all operations under this Agreement. The Project Supervisor will be responsible for the work of this Agreement. The Contractor shall give the City the name and telephone number of the Project Supervisor, and provide the City with updated names and contact information for any and all Supervisors as they are changed or modified.
21. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present at the LCCC or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
22. FIRE PROTECTION AND PREVENTION. The Contractor shall be acquainted at all times with the location of the fire protection equipment. The Contractor shall take necessary action to assure that all flammable materials, including but not limited to cloths and waste, which could constitute a fire hazard, are placed in metal containers and removed from the buildings at the end of each day. No flammables shall be stored in the building, unless stored in appropriate flammable cabinet.
23. BUILDING SECURITY. The Contractor shall be responsible for checking and securing the building doors after cleaning and maintenance of the facility. The Contractor shall check and lock all exterior doors, including overhead doors, and turn off all lights when leaving the building. The Contractor shall email the City if any doors are found to be unlocked.
24. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.

25. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or need of repair shall be reported in writing to the City.
26. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
27. TERMS OF WORK.
- A. Definitions:
- i. Clean: Clean, cleaning, or cleanup, as used in this contract, is the removal of any foreign material or matter, including but not limited to: food, water, dirt, mud, dust, scuff marks, oil or grease spots, pencil, pen, or crayon marks in order to leave the surface free from dirt or impurities, unsoiled and unstained.
- B. Conduct of Work: All persons employed by the Contractor shall either be experienced in this type of work or shall work with an experienced person. Separate cleaning cloths shall be used for bathrooms. Conduct of work shall indicate deliberate effort to produce quality results. Excellent customer service for our facility renters is required. Hasty or careless work is not acceptable. Three written notices of failure to perform within six month shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
- i. Examples of unacceptable work: Food particles and grease in kitchen sinks and back splash, dirt in corners and on the floor, dirt, grease, mop splashes on baseboards and walls, dust build-up on surfaces, wax build-up on floor perimeter, dirt, debris, etc. under waste baskets, garbage cans; accumulated filth in cracks, joints, door jams, etc.; failure to remove trash such as cups, paper clips, staples from floor, failure to clean mop sinks after use, mop strings on floor, mopping or sweeping tracks on floors, failure to lock doors and turn off lights when leaving the buildings, failure to concentrate on high use areas, and other manifestations of lack of concern or capability of producing quality work.
- C. City Evaluation Process:
- i. Number of Inspections: During the first two months of this agreement, the City will complete weekly inspections. Thereafter, in the event the Contractor has no un-satisfactory performances on the quality assurance plan (Attachment A), there will be two inspections per month. The minimum level of inspections (one inspection per month) may be used if the quality of work is satisfactory for two consecutive months.
- ii. Sampling Procedures: All work completed by the Contractor shall visually inspected to insure compliance with the quality standards.
- iii. Evaluation Procedures: The Facility will be inspected and a Quality Assurance Plan Worksheet will be completed for each inspection at the time of the inspection and returned to the City and the Contractor for review.
28. QUARTERLY DEEP CLEANING. The Contractor shall complete a deep cleaning of the facility once each quarter that will include cleaning all windows and doors, edges and corners, kitchen stoves, ovens, sinks, the bar area, and all floor surfaces including waxing buffing, and carpet cleaning.
29. EXTRA CLEANING. The Contractor shall provide the custodial services described herein within a 12 hour period after an event, with the following exceptions:

- A. Carpeted Floors and Mats – General: The carpeted floors and carpet like, rubber or polyester entrance mats shall be free of litter, soil, stains, and embedded foreign matter and grit. Entrance mats shall be lifted to remove soil and moisture underneath. Vacuum all carpeted floors including under furniture.
- B. Carpeted Floors – Steam Cleaning: Quarterly each year- All carpeted floors shall be cleaned using City provided carpet steam cleaning machine. All moveable objects, such as chairs, tables, garbage cans, etc. shall be moved to ensure broad spectrum cleaning. A thoroughly clean floor shall be free of litter, soil, stains, embedded foreign matter and grit and have a like new appearance.
- C. Carpeted Floors – Spot Clean: Spots and stains on carpet shall be removed daily.
- D. Non-Carpeted Floors: Non-carpeted floors shall be free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Concrete floors shall be swept with treated dust mop to remove all surface dirt, and mopped, the Contractor shall only use approved chemicals provided by the City.
- E. Storage Room: The storage room floor, walls, doors, and fixtures shall be clean and kept free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.
- F. Furniture and Fixtures: Chairs, tables, display cases, partitions, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability. If chairs and tables are found to be damaged the Contractor shall put them aside and contact the City for replacement.
- G. Convectors: Convectors, including ventilation registers and bathroom fans, shall be cleaned quarterly and kept free of dirt, dust, cobwebs, spots, encrustations, and lint.
- H. Light Fixtures: Twice a year – light fixtures and exit signs shall be cleaned so that they are free of all dirt, dust, insects, and smears.
- I. Windows: Interior glass panes shall be cleaned so that they are free of any streaks, lint or otherwise unwashed areas, monthly. Exterior windows will be contracted out to someone else by the City, yearly.
- J. Main Entry Glass Doors and Windows: The interior glass surfaces of the entrances and windows shall be cleaned so that they are free of any streaks, encrustations and lint at the beginning of each booking.
- K. Trash Removal: The facility shall be free of obvious garbage and shall be free of dirt, spots, debris, and other encrustations. Plastic liners shall be unsoiled and free from holes and secured to waste baskets. All boxes, cans, papers, etc., placed near a wastebasket or garbage can and marked “TRASH” shall be removed. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation. Contractor shall notify the City in writing if an additional trash pickup is required. Dumpster will be provided at the cost of the City.

- L. Restrooms: The Contractor shall restock and clean restrooms on a daily basis for multi-day events. No chemicals, materials, or combination of chemicals or materials shall be used that will damage walls, floors, or fixtures in the process of cleaning. A new or unused cloth or any other linen material or paper towels used for cleaning purposes shall not be disposed of by flushing down the toilet. The additional terms shall apply:
    - A. De-scale Toilet Bowls and Urinals: Toilet bowls and urinals shall be disinfected and free of scale, scum, mineral deposits, rust stains, streaks, other stains, and all foreign matter.
    - B. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustations or excess moisture.
    - C. Floors and Doors: Floors and Doors shall be free of soil, debris, scum, mold, or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. Door handles and light switches shall be disinfected.
    - D. Walls & Ceilings: Walls and ceilings shall be free of dust, cobwebs, spots, stains and encrustations and cleaned quarterly.
    - E. Trash Removal: The facility shall be free of obvious garbage. Wastebaskets and sanitary napkin receptacles shall be disinfected; free of dirt, spots, debris, and other encrustations, and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste basket. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
    - F. Servicing: Each dispenser for toilet paper, soap and similar items shall be filled with Government furnished supplies. Dispensers shall have sufficient supplies to last through the events planned. Partial rolls may be left by the nearest fixture.
30. KITCHEN, BAR, AND FOUNTAINS: This section applies to all similar features (countertops, tables, drinking fountains, etc.) throughout the facility, regardless of location. The following shall apply:
- A. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, light switches, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no grease, food particles, dust, spots, stains, rust, mold, encrustations or excess moisture.
  - B. Dishwasher: Dishwasher shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations. The drain strainer located inside the dishwasher shall be cleaned after each event to ensure the dishwasher is draining correctly and that silverware is not stuck in the strainer.
  - C. Soap Dispensers: Soap dispensers shall be checked after each event to ensure they are full.
  - D. Cleaning Cloths: Extra cleaning cloths for facility renters shall be easily available in the storage closet in the kitchen and in the bar area.
  - E. Dispensers/Drinking Area: The soda and beer dispensers and all fixtures in the bar shall be cleaned after each event to ensure mold growth does not occur. The drink mixing area in the bar shall be clean and free of sticky residue from beverages served during events. The Contractor shall contact the City if the CO2 dispenser is low for reorder. Ice machines shall be clean and all bottles shall have cleaning solution.
31. STOVES: All stoves, ovens, and cooktops shall be disinfected and be clean and bright; there shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations.

32. COUNTERTOPS AND CABINETS: Countertops and cabinets shall be free of grease, food particles, streaks, stains, spots, smudges, and other encrustations.
33. DISHES: All dishes shall be clean, dry and placed in appropriate storage areas.
34. FLOORS: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
35. TRASH REMOVAL: The facility shall be free of obvious garbage and the wastebaskets shall be free of dirt, spots, debris, and other encrustations. Additionally, food service area garbage cans shall be disinfected and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste baskets. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
36. DRINKING FOUNTAINS: The drinking fountains throughout the entire LCCC shall be disinfected and free from streaks, stains, spots, smudges, or scale.
37. CLEANING MATERIALS: All cleaning materials and equipment shall be stored properly upon completion of work in order to prevent hazards.
38. LOBBY, GALLERY, BREAKOUT ROOMS, AND MAIN ROOM: The following shall apply:
  - A. Floors: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
  - B. Windows: Monthly, interior glass panes shall be cleaned so that they are free of any streaks, lint, or otherwise unwashed areas of glass. Glass panes in doors shall be cleaned after each event rental. The cleaning solution shall not be spilled, splattered or otherwise dripped in the surrounding area.
  - C. Furniture & Fixtures: Furniture and display cases, partitions, chairs, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The accessible portions of locked areas shall be cleaned to the same standards. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability.
39. HVAC and Cooling: HVAC motors shall be greased quarterly; all HVAC filters shall be changed as needed; and cooling unit fins shall be cleaned as needed.
40. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to City Hall in writing.
  - A. Lawn Maintenance: All grass areas including the main lawn next to the building and the areas between the street and parking lots will be mowed on a weekly basis, during the Months of May through September.

- B. Pruning: Quarterly all shrubs and trees will be pruned and trimmed to maintain the natural growth habit, to eliminate diseased or damaged growth, and to maintain visual appeal. Suckers and small branches will be removed from trees quarterly or as needed. At the discretion of the City after consulting with Contractor, the City may employ a certified arborist to implement a more thorough maintenance program as the trees mature; the Contractor shall comply with said maintenance program. Contractor will report any serious disease and/or pest problems related to trees to the City of Lander for further treatment.
- C. Disease, Pest & Weed Control: All plants will be observed for disease and/or pests, and treated accordingly. All landscaped areas will be kept free of weeds and either removed manually or treated with an appropriate herbicide, monthly. If a plant needs to be replaced then the Contractor shall notify the City in writing.
- D. Leaf and Debris Removal: The Contractor shall remove all the leaves in the fall from all grass areas.
- E. Other Maintenance: The Contractor shall routinely inspect all plants and lawn for proper watering. If a problem is detected with the irrigation system, the Contractor shall contact the City. Contractor is not responsible for death of plants due to malfunction of irrigation system.

The following Ground Maintenance program will be performed once a week and as needed throughout the **Fall seasons**:

- A. Perennial flowers and grasses: Plants will be trimmed back to the ground at the end of the growing season. Flower beds shall be kept free of all trash and debris. In addition, occasional plant loss is common in our climate, and Contractor shall report any concerns about such loss to the City. Contractor shall fulfill any other duties necessary to keep the grounds of the facility in a neat and orderly state.

The following Ground Maintenance program will be performed once a week and as needed throughout the **winter season**:

- A. Snow Removal: All sidewalk areas surrounding the facility will be cleared of snow once 2 inches accumulates or if the facility is rented. If the facility is not rented during a storm, snow can be removed after the storm has passed. The Contractor shall not allow ice to buildup on the sidewalks. If ice begins to form the Contractor shall spread ice melt on the walkways. If ice becomes a safety concern Contractor shall contact the City for assistance on removal.

41. CONCIERGE AND CUSTOMER SERVICE REQUIREMENTS: The Contractor shall complete the following:

- A. The Contractor shall conduct a pre-inspection of the facility to ensure everything is clean and in working order prior to events. The Contractor will conduct the facility preparation and clean up for events— check all ovens, dishwasher etc. to make sure they are in working order, and will keep toilet paper, paper towels and garbage bags stocked before the event to ensure a successful event.
- B. The Contractor shall provide concierge services to renters of the facility, which includes providing excellent customer services that includes but is not limited to:
  - i. Meeting with potential renters to show them around the facility and answer questions.

- ii. Ordering Linens as requested by renters.
  - iii. Contacting the renters by phone 3 days in advance of their event to schedule a meeting to review all aspects of the facility.
  - iv. Contractor shall meet with renters to review all aspects of facility including but not limited to: showing renter where to find extra paper towels, trash bags, toilet paper, showing renter how to use the light switches, sound system, kitchen facility, etc.
  - v. Contractor shall be available during events to assist with facility.
  - vi. Contractor shall set up and take down sound system if ordered for an event.
  - vii. Contractor shall set up and take down stage if ordered for an event.
  - viii. Contractor shall set up and stock concierge cart with water, tea, and coffee for meeting rooms if ordered. Contractor shall also be responsible for the clean-up of the dishes after these meetings.
  - ix. Contractor shall have access to Community Center Books and Reservation system to assist renters.
  - x. Contractor shall have access to HVAC software to troubleshoot system concerns.
  - xi. Contractor shall learn and be able to operate facility equipment and electronics as necessary, including but not limited to, projectors, internet, sound equipment, cameras, and external electrical signs.
- C. The Contractor shall conduct a post-event inspection checklist shall be completed the day following the event, and provided to the City by noon that day or by noon Monday if the event falls over the weekend. Checklist will make note of any damage including any missing kitchen items or electronic supplies rented out during event.
42. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
43. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
44. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

***[SIGNATURES ON FOLLOWING PAGE]***



IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

THE CITY OF LANDER,  
a municipal corporation:

BY: \_\_\_\_\_  
MISSY WHITE,  
Lander City Council President

ATTEST:

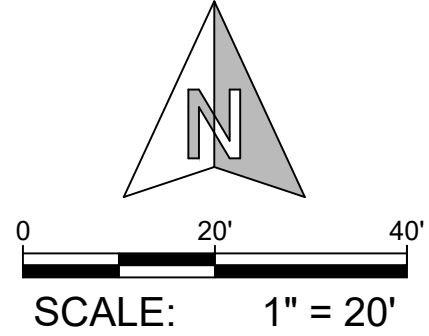
\_\_\_\_\_  
RACHELLE FONTAINE, City Clerk

TECIA LYNN WALLER:

BY: \_\_\_\_\_  
TECIA LYNN WALLER

J.I. PATTEN'S ADDITION & ORIGINAL  
TOWNSITE OF LANDER  
BLOCK 31, LOTS 14, 15, 16, & 17  
RE-SUBDIVISION

SECTION 18, T33N, R100W, 6th PM  
CITY OF LANDER, WY  
FINAL PLAT



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:

TREVOR TAYLOR and SARAH TAYLOR, being the owners of lands described in Document 2018-1401716, recorded April 2, 2018, more particularly described as follows:

Lots 14, 15, 16 and 17, Block 31, J.I. Patten's Addition and the Original City of Lander, Fremont County, Wyoming, LESS AND EXCEPTING THEREFROM: The South 111 feet of Lot 14 and the West 3 feet of Lot 15, extending 111 feet North from the South boundary line of Lot 15, and parallel to the west boundary line of Lot 15, all of said Block 31 as contained in Plat recorded October 13, 1885 in Drawer A, Page 8 and recorded October 03, 1884 in Drawer A, Page 7.

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be re-subdivided into lots as shown and designated the same to be henceforth known as J.I. PATTEN'S ADDITION, AND THE ORIGINAL TOWNSITE OF LANDER, BLOCK 31, LOTS 14, 15, 16, & 17 RE-SUBDIVISION, CITY OF LANDER, FREMONT COUNTY, STATE OF WYOMING, more particularly described as follows:

Commencing at the southeast corner of Lot 17, Block 31, J.I. Patten's Addition to the Townsite of Lander, Fremont County, Wyoming, thence proceed N74°00'00"W, a distance of 147.00 feet to a point;  
Thence N16°00'00"E, a distance of 111.00 feet to a point;  
Thence N74°00'00"W, a distance of 53.00 feet to a point;  
Thence N16°00'00"E, a distance of 39.00 feet to a point;  
Thence S74°00'00"E, a distance of 200.00 feet to a point;  
Thence S16°00'00"W, a distance of 150.00 feet to the point of beginning of this description.

and do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now and hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2022

TREVOR TAYLOR SARAH TAYLOR

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS.

The foregoing dedication was acknowledged before me by TREVOR TAYLOR & SARAH TAYLOR, this

\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Witness my hand and official seal

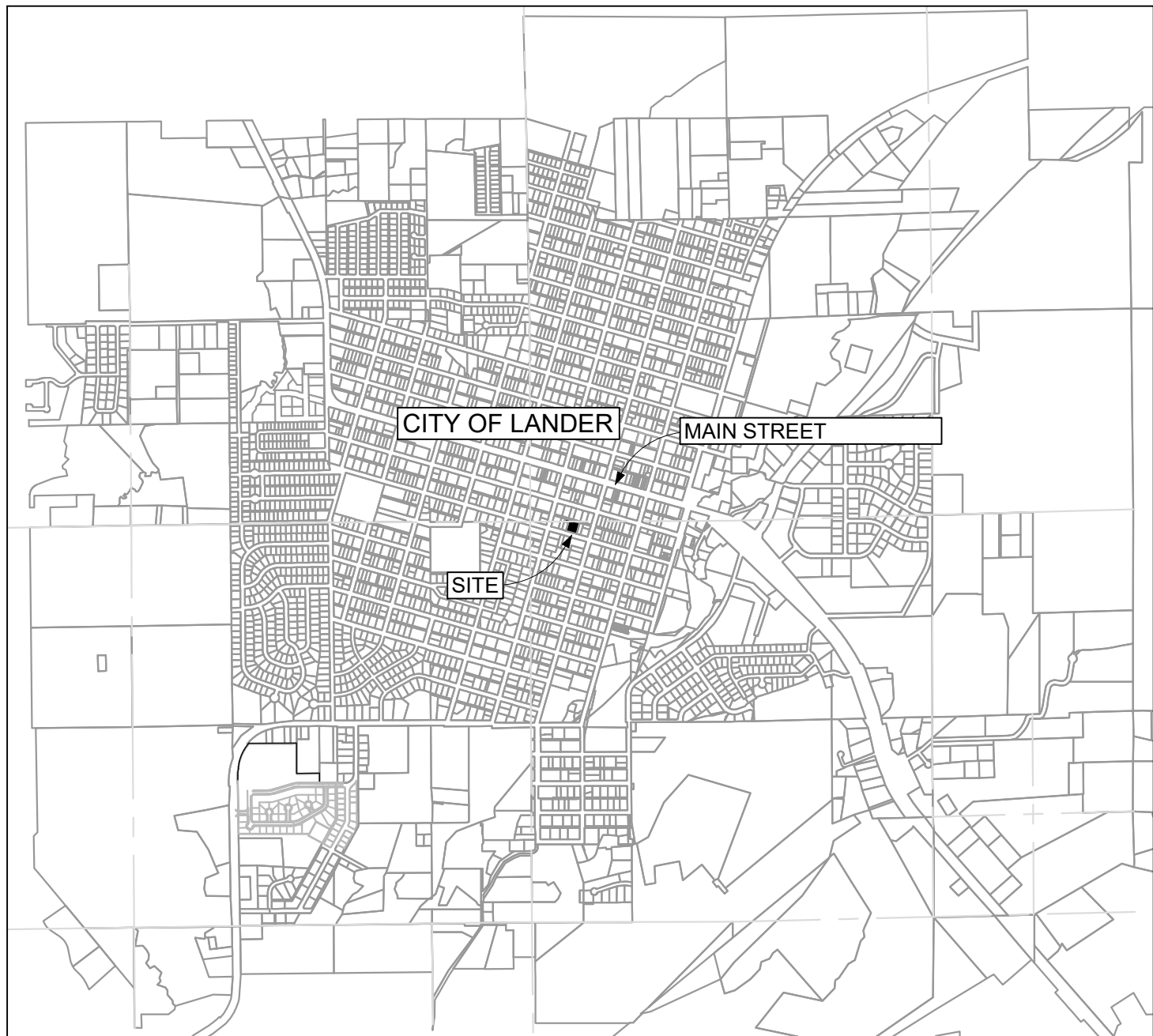
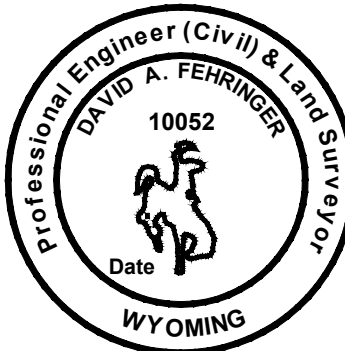
My commission expires \_\_\_\_\_

NOTES:

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- Bearings and distances shown on this plat as measured are designated as (M). Record bearings and distance are designated with (R)

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the J.I. PATTEN'S ADDITION, AND THE ORIGINAL TOWNSITE OF LANDER, BLOCK 31, LOT 14, 15, 16, & 17 RE-SUBDIVISION, CITY OF LANDER, FREMONT COUNTY, STATE OF WYOMING; that this survey had referenced the Goodrich Addition, to the Town of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



VICINITY MAP  
SCALE: 1" = 2000'

LEGEND:

- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24" rebar marked PELS 10052
- Found 1-1/2" Aluminum Cap PELS 5011
- Legal Description Corner Designation
- Subdivision Boundary
- Utility Easements
- Setback Lines
- Concrete walks, driveways, structures
- Fence lines
- Water lines
- Sewer lines

REPLAT INFORMATION:

2 LOTS - 24,117 SF (0.55 AC.)  
ZONE R5

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this \_\_\_\_ day of 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at \_\_\_\_ o'clock \_\_\_, on the \_\_\_\_ day of \_\_\_, 2022 and is duly recorded in Plat Cabinet \_\_\_, Page \_\_\_, No \_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
Chairman

CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
City Engineer

