



*Special City Council Meeting
Agenda Packet*

January 24, 2018

5:30 p.m.

Special City Council Meeting Agenda

January 24, 2018 5:30 p.m.



1. Pledge of Allegiance
2. Roll Call

RESOLUTIONS

1. 2018-10 A Resolution to accept and approve a contract with Longhorn Construction, Inc. for the Reliance Transmission Line Crossing in the amount of \$435,918.20

NEW BUSINESS

1. Collective bargaining between the city of Rock Springs and the Rock Springs Fire Fighters IAFF Local 1499 to amend the Collective Labor Agreement for the term of July 1, 2016, through June 30, 2018

ADJOURNMENT



City Council Agenda

Resolutions

2018
1/22/18

RESOLUTION NO. 2018- 10

A RESOLUTION ACCEPTING AND APPROVING A FORM OF AGREEMENT (CONTRACT) BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND LONGHORN CONSTRUCTION, INC., IN THE AMOUNT OF \$435,918.20, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs advertised for bids for the Reliance Transmission Water Line Crossing Killpecker Creek project, and the bid of Longhorn Construction, Inc., in the amount of \$435,918.20 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed contract and the bids tendered and have given them careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to award said contract to the aforesaid successful bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Form of Agreement (Contract) with Longhorn Construction, Inc., for the Reliance Transmission Water Line Crossing Killpecker Creek project, in the amount of \$435,918.20, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of said City; and that the City Clerk be, and he is hereby, authorized and directed to attest said contract and to attach a certified copy of this resolution to each duplicate original of said contract.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

**FORM OF AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between City of Rock Springs, Wyoming (“Owner”) and
Longhorn 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:

A. This project, which is located near the intersection of US Highway 191 North and Reliance Road, includes the installation of approximately 360 LF of new 12” Ductile Iron water line, a water line bridge, the installation of an Air Vac vault, and associated miscellaneous work necessary to complete the project in accordance with the Plans and Specifications.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by William H. Smith & Associates, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *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.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before March 17, 2018, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before March 31, 2018.

3.03 Liquidated *Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner **\$1,500.00** for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 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 4.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. If a contracting entity determines that a general contractor in good standing on a project requires a progress payment due for work completed in a workmanlike manner in order to pay a materialman, subcontractor or laborer for their work performed to date, the entity may issue the progress payment upon verification that all materialmen, subcontractors and laborers have been paid for completed work through the date of the most recent previous progress payment. If a progress payment has been withheld by a general contractor due to a reasonable dispute between a general contractor and a materialman, subcontractor or laborer, further progress payments shall not be paid to the general contractor, but shall be retained in accordance with the guidelines addressing disputed final payments under the provisions of W.S. 16-6-117. A person submitting false information regarding a progress payment subject to this paragraph shall be subject to the provisions of W.S. 16-6-120.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the Last day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 90 percent of Work completed (with the balance being retainage). Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 0 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – INTEREST

- 6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of -0- percent per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that 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 Documents.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 0052-7, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-1, inclusive).
 - 3. Payment bond (pages 00615-1 to 00615-1, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 00700-1 to 00700-68, inclusive).
 - 6. Supplementary Conditions (pages 00800-1 to 00800-5, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 16 sheets with each sheet bearing the following general title: **RELIANCE TRANSMISSION WATER LINE CROSSING KILLPECKER CREEK PROJECT**
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 00500-1 to 00500-1, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 00550-1 to 00550-1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- 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 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

- A. 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *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.

9.05 *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 9.05:
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.

9.06 *Other Provisions*

- A. Final Payment is subject to the provisions of Wyoming Statutes 16-6-116, 16-6-117, and 27-14-206. Prior to Final Payment, the Contractor is required to provide evidence that all obligations for covered employees on the contract are paid.

9.07 Sovereign Immunity

A. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Rock Springs of its sovereign immunity under Wyoming law.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Rock Springs _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

212 "D" Street _____

Rock Springs, WY 82901 _____

(307) 352-1540 _____

CONTRACTOR

Longhorn Const. Inc. _____

By: *[Signature]* _____

Title: owner / VP _____

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

Attest: *[Signature]* _____

Title: *[Signature]* _____

Address for giving notices:

P.O. Box 1420 _____

Green River WY 82935 _____

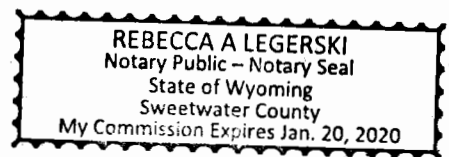
License No.: _____

(Where applicable)

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

Agent for service of process: _____

(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.)



BID FORM

RELIANCE TRANSMISSION WATER LINE CROSSING KILLPECKER CREEK PROJECT

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Clerk's Office
City of Rock Springs
212 D. Street
Rock Springs, WY 82901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

3.02 Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>Nov 3, 2017</u>
<u># 2</u>	<u>DEC 27, 2017</u>

3.03 Bidder has visited the Site 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.

3.04 Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.05 Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

3.06 Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in

the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- 3.07 Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- 3.08 Bidder 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 Bidding Documents.
- 3.09 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
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;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices.

UNIT PRICE BID SCHEDULE

Reliacne Transmission Water Line Crossing Killpecker Creek Project				
Item Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
Mobilization/Demobilization	LS	1	17,437. ⁰⁰	17,437. ⁰⁰
Force Account	FA	50000	\$1.00	\$50,000.00
Exploratory Excavation	HR	40	315. ⁰⁰	12,600. ⁰⁰
12" Class 350 TR Flexlock D.I. Water Line	LF	196	97. ⁰⁰	19,012. ⁰⁰
12" Class 350 TR Flexlock D.I. Water Line - Preinsulated	LF	162	210. ⁶⁵	34,125. ³⁰
12" D.I. Fittings	EA	10	785. ⁰⁰	7,850. ⁰⁰
12" Gate Valves	EA	4	2332. ⁰⁰	9,328. ⁰⁰
12" Double Ball Force Balanced Expansion Joint	EA	2	15,645. ⁰⁰	31,290. ⁰⁰
Connect to Existing Main	EA	2	3,050. ⁰⁰	6,100. ⁰⁰
Cut and Cap Existing Main	EA	4	2,265. ⁰⁰	9,060. ⁰⁰
New Water Bridge Crossing Complete	LS	1	133,131. ⁵⁰	133,131. ⁵⁰
Remove Existing Bridge Structure/Waterline	LS	1	5,681. ⁵⁰	5,681. ⁵⁰
Urecon Preinsulated Pipe System Complete	LS	1	22,628. ⁵⁰	22,628. ⁵⁰
Grading "W" Base Coarse (8")	SY	11.4	70. ⁰⁰	803. ⁷⁰
Concrete Reinforced Slab	SY	11.4	110. ⁵⁰	1,259. ⁷⁰
Select Backfill - Trench	LF	216	52. ⁰⁰	11,232. ⁰⁰
Pipe Bedding	LF	216	16. ⁵⁰	3,564. ⁰⁰
Foundation Material	LF	216	15. ⁵⁰	3,348. ⁰⁰
Machine Placed Riprap	CY	400	41. ⁰⁰	16,400. ⁰⁰
Carsonite Waterline Marker	EA	6	107. ⁵⁰	645. ⁰⁰
6' Chain Link Fencing	LF	160	64. ⁰⁰	10,240. ⁰⁰
6' x 6' Chain Link Gate	EA	4	591. ⁵⁰	2,366. ⁰⁰
Blue Board Insulation - R10	LF	16	10. ²⁵	164. ⁰⁰
Motor Grader	HR	40	122. ⁰⁰	4,880. ⁰⁰
Air Vac Including Vault Complete	EA	1	22,672. ⁰⁰	22,672. ⁰⁰
Total Bid Amount				

Total Bid Amount \$ 435,918.⁰⁰

Total Bid Amount (Words) \$ FOUR HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS & 20/100

- 5.02 After review of submitted bids, based on budgetary constraints, the City of Rock Springs may remove work items as shown in the bid schedule, in part or whole.
- 5.03 Award of this contract will be based on the Total Base Bid Amount.
- 5.04 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.05 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of certified check, bank check, or bid bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. If the Bidder claims to be eligible for preference as a Wyoming resident contractor, certification shall be submitted as being a Wyoming resident contractor as discussed in Article 3.01B of the instructions to Bidders;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: LONGHORN CONSTRUCTION INC (SEAL)

State of Incorporation: WYO

Type (General Business, Professional, Service, Limited Liability): GENERAL CONTRACTOR

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): DEW D HAMMON

Title: PRES.
(CORPORATE SEAL)

Attest [Signature]

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

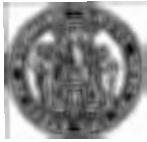
Bidder's Business Address PO Box 1420 - 1420 LINTA DR.

GREEN RIVER, WY 82935

Phone No. 307-875-2232 Fax No. 307-875-2989

E-mail PIPE@WYOMING.COM

SUBMITTED on 1/16, 2018



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0120

THIS CERTIFIES THAT: LONGHORN CONSTRUCTION, INC.

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

GRANTED THIS 2nd **DAY OF** January **TWO THOUSAND AND** 18

KELLY ROSEBERRY, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 1/1/19

**RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.**

MINUTES OF LHC DIRECTORS MEETING OF JAN. 4, 2017.

MEETING WAS HELD AT 1420 UINTA DRIVE, GREEN RIVER, WY. 82935, AT 8 AM.

ATTENDING WERE PRES DON HARMON, VP KADE HARMON AND SEC / TREAS CHRIS GIVENS.

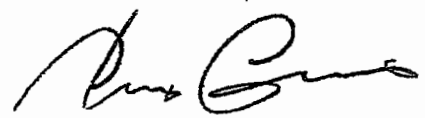
PRES HARMON CALLED THE MEETING TO ORDER. HE ALSO KEPT MINUTES OF THE MEETING.

THE PRES RECOMMENDED THAT THE DIRECTORS REAPPROVE, RATIFY AND RECONFIRM THAT THE OFFICERS IN ATTENDANCE SHALL HAVE THE AUTHORITY TO BIND THE CORPORATION AND TO EXECUTE SUCH DOCUMENTS AS NECESSARY TO BORROW MONEY, BID PROJECTS AND / OR SIGN FOR EQUIPMENT AS NEEDED. THIS WAS DISCUSSED AND APPROVED IN THE MEETING OF JAN. 4, 2016.

NO FURTHER BUSINESS. MEETING WAS ADJOURNED.


DON HARMON - PRES


KADE HARMON – VICE PRES


CHRIS GIVENS – SEC / TREAS

Longhorn Construction Inc.



**RELIANCE TRANSMISSION WATER LINE CROSSING
KILLPECKER CREEK PROJECT
SUBCONTRACTOR / SUPPLIER LIST**

SUBCONTRACTORS:

DEBERNARDI CONSTRUCTION	MICROPILES AND CONCRETE SLAB
MOUNTAIN STATES FENCING	FENCING
WYOLECTRIC	ELECTRICAL

SUPPLIERS:

ROCK SPRINGS WINNELSON	PIPE, FITTINGS & INSULATION
SUNROC / GORGE	CONCRETE, BEDDING, BACKFILL & FOUNDATION MATERIAL



City Council Agenda

New Business

**ADDENDUM TO THE 2016-2018 COLLECTIVE LABOR AGREEMENT WITH THE
FIREFIGHTERS LOCAL I.A.F.F.**

This addendum is entered into this _____ day of January, 2018, by and between the City of Rock Springs, Wyoming (hereinafter referred to as "City") and the Firefighters Local 1499, I.A.F.F. (hereinafter referred to as "Firefighters").

WHEREAS, the City and Firefighters negotiated and entered into a Collective Labor Agreement, passed and approved by the City pursuant to Resolution No. 2016-44 and dated the 19th day of April, 2016; and,

WHEREAS, pursuant to Article IV of the Agreement, the parties agreed to evaluate the cost neutrality of a proposed 24-day, 182 hour, 48/96 hour work schedule, including a trial implementation period to begin on January 1, 2017 and continuing through December 31, 2017; and,

WHEREAS, it was intended by the parties that all references to the 204 hour, 27 day work schedule contained in the language of the current Agreement were to be modified to refer to a 182 hour, 24 day work schedule during the trial period; and,

WHEREAS, the trial period has come to an end, and the City has concluded that implementation of the 48/96 hour work schedule during the trial period has been cost neutral; and,

WHEREAS, the parties agree that the 48/96 schedule should be incorporated into the 2016-2018 Collective Labor Agreement, and that said Collective Labor Agreement should be amended as more specifically set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN AS WELL AS THOSE CONTAINED IN THE ORIGINAL COLLECTIVE LABOR AGREEMENT REFERRED TO HEREINABOVE, THE CITY AND FIREFIGHTERS AGREE AS FOLLOWS:

Section 1. That the current Collective Labor Agreement, dated April 19, 2016, referred to hereinabove, shall be modified as follows:

ARTICLE III – COMPENSATION, SECTION 5. COMPENSATORY TIME

SECTION 5. COMPENSATORY TIME. Firefighters shall be eligible for compensatory time for time worked in addition to their regularly scheduled shifts. Compensatory time shall be accumulated at one and one half (1½) times regular rate (except where otherwise provided in Article III, Section 2, Holiday Pay), for additional hours worked beyond 182 hours as set forth in Article IV, Section 1., Shift Employees. Sick leave shall not be considered as hours worked. Compensatory time will be allowed to accumulate to a maximum of 240 hours with no limit of hours that can be turned in for payment. Any time over 240 hours must be used within 30 days of being earned or monetary pay in lieu of compensatory time shall be given.

ARTICLE IV – HOURS OF WORK, SECTION 1. SHIFT EMPLOYEES

SECTION 1. SHIFT EMPLOYEES. The work period established in this section is recognized as being in conformance with the Fair Labor Standards Act, and to utilize those standards allowed within Section 7(k) of the Act. The work period for employees assigned to shift duty shall be one hundred eighty-two (182) regular hours and ten (10) FLSA scheduled overtime

hours within a twenty-four (24) consecutive day period and shall be served in two consecutive twenty-four (24) hour shifts. For purposes of initiating this work schedule the following dates shall be used:

Platoon A	January 1, 2017
Platoon C	January 3, 2017
Platoon B	January 5, 2017

It is further recognized that the needs of the City will require that overtime hours be scheduled in addition to regular hours on an on-going basis.

During the transition to the new work schedule, hours worked between the end of the previous 27-day duty cycle and the beginning of the new 24-day duty cycle shall be paid at the regular rate of pay or holiday rate of pay, as applicable.

ARTICLE IV – HOURS OF WORK, SECTION 5. OFF-DUTY TRAINING

SECTION 5. OFF-DUTY TRAINING. When a firefighter is called in for mandatory training, he shall be compensated in the usual manner, receive straight time pay for every hour actually worked or spent in training during the 24 consecutive day work period, up to 182 hours. Each firefighter shall receive time and one-half (1 1/2) pay for every hour actually worked or spent in training in excess of 182 hours during the 24 consecutive day work period, except where otherwise provided in this contract. In the event any firefighter is called in for mandatory training during a 24 day work period for which he had vacation time scheduled pursuant to Article V, Section 3, the firefighter shall receive 1½ times regular pay for such training, provided that the vacation time was scheduled prior to the time when the mandatory training was scheduled.

ARTICLE IV – HOURS OF WORK, SECTION 6. TRANSFERABILITY

SECTION 6. Transferability. In the event that a vacancy exists in a day personnel position, that is forty (40) hours per week on a basis of eight (8) hours per day, then shift employees within the same rank as the vacancy, shall be given the opportunity to fill the day position. Priority shall be on the basis of seniority within the rank.

In the event that a vacancy exists in a shift employee position, that is one hundred eighty-two (182) hours within a twenty-four consecutive day period and shall be served in twenty-four (24) hour shifts, then day personnel within the same rank as the vacancy, shall be given the opportunity to fill the shift work position. Priority shall be on the basis of seniority within the rank.

ARTICLE V – VACATION AND FLOATING DAYS OFF, SECTION 3. VACATION SCHEDULING

SECTION 3. VACATION SCHEDULING. To maximize scheduling opportunities, vacations should be chosen in increments of two (2) consecutive 24 hour regularly assigned tours of duty during any six (6) day period for shift employees. However, an employee may choose to use a priority pick for less than two (2) days of that tour of duty. Example: preference would be for an employee to choose scheduled work days – January 1st and 2nd for one priority pick. Option for one priority pick would be to choose only one of those shifts. Any vacation time not used as a priority pick shall have the same preference as compensatory time and floating days, and shall be granted on a first come first granted basis. Single shift vacation time not chosen as part of the seniority selection process will have the same preference as compensatory time and floating days.

Vacation hours taken shall be deducted on an hour for hour basis from the employee's scheduled work period, without differentiation as to regular or overtime scheduled hours of work. Two Firefighters can be scheduled to take vacation at the same time; however, only one may be an officer. The Fire Chief shall have authority to "block out" days for the purpose of scheduling training and to address anticipated manpower shortages during which vacations may not be scheduled. The Fire Chief shall not "block out" days for the purpose of scheduling training until after March 15th of the calendar year.

The Union and the City will develop and mutually agree to a plan for vacation scheduling to be implemented and administered by the Fire Chief.

Vacations requested after April 1st will not have priority over floating days, compensatory time or single shift vacation days. Granting of floating days, compensatory time or vacation days will be on a first asked, first granted basis.

Cancellation. The employee shall notify their shift officer in charge at least five (5) days prior to the date of the scheduled vacation.

Exceptions. Emergencies, i.e. illness, funeral leave, etc., will be reviewed by the Fire Chief. Cancellation of a vacation later than five (5) days prior to the scheduled date shall be at the Fire Chief's discretion.

Allocation: The selection of vacation will be based upon seniority, crew by crew. The employee with the most seniority shall have preference for each choice. However, a first choice vacation by a less senior employee shall be given priority over a second choice by an employee with more seniority, etc. Vacation requests after deadlines shall not be given preference and shall be granted on a first asked, first granted basis.

Shift employees will get a priority pick according to years of service. The number of priority picks shall be calculated as: the whole number component of the employee's calendar-year total annual vacation accrual, divided by forty-eight (48).

Months of continuous service:

(1) through (60)	3 Priority Picks
(61) through (120)	4 or 5 Priority Picks
(121) through (180)	6 Priority Picks
(181) through (276)	7 or 8 Priority Picks
(277) and up	9 Priority Picks

ARTICLE VI – SICK LEAVE, SECTION 2. TIME KEEPING

SECTION 2. TIME KEEPING. Sick leave shall be charged on an hour for hour basis when granted. An employee who is absent from the job for illness or non-occupational injury shall be compensated by sick pay from the first moment of absence, but none of the hours of absence will be considered time worked for FLSA purposes. This will result in a reduction of one-half time pay for the first 10 hours of absence.

ARTICLE VI – SICK LEAVE, SECTION 8.10. SICK LEAVE TRANSFER

10. Transferred sick leave shall not exceed 182 hours per 24 day work cycle per request.

ARTICLE XXVII – ADDITIONAL LEAVE


SECTION 1. Paid Funeral Leave. A 24-hour employee of the Fire Department may be granted up to two (2) tours of duty in each such case, or an 8-hour employee of the Fire Department may be granted up to five (5) working days in each such case, to attend the funeral of immediate family as approved by the Fire Chief. Requests for funeral leave to attend the funeral of others of a close personal relationship to an employee may be approved by the Fire Chief. The Fire Chief may grant in excess of two (2) tours of duty for 24-hour employees, or five (5) working days for 8-hour employees, if in his judgment, the circumstances warrant it.

In Witness whereof, the parties hereto affix their authorized signatures.

THE CITY OF ROCK SPRINGS, WYOMING

FIREFIGHTERS LOCAL 1499 I.A.F.F.

Mayor




Local President

Attest:

Attest:

City Clerk



Local Secretary