

SPECIAL COUNCIL MEETING
 Tuesday, July 14, 2015
 4:30 p.m.

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard <i>Actions to Date</i>
4
34
15

AGENDA

1. ROLL CALL
2. RESOLUTIONS
 - A. Authorizing Agreement **with Grizzly Excavating and Construction LLC**, in the Amount of \$940,000, for the **YMCA Site Utilities Project**.
 - B. Authorizing a Contract with **Strategic Government Resources** to Assist with **Recruitment and Selection of a City Manager**, in an Amount Not to Exceed \$27,000.
3. ADJOURNMENT

2015 Goals		
Downtown	Infrastructure	Recreation
	X	X

July 2, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer 
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with Grizzly Excavating and Construction, LLC., for the Casper Family YMCA Site Utilities, Project No. 15-31

Recommendation:

That Council, by resolution, authorize an agreement with Grizzly Excavating and Construction, LLC., for the Casper Family YMCA Site Utilities, Project No. 15-31, in the amount of \$881,933.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$58,067.00, for a total project amount of \$940,000.00.

Summary:

On Thursday, July 2, 2015, two (2) bids were received for relocating and abandoning existing water lines across the site, installing a new water line to serve the facility, extending sanitary and storm sewer pipelines to serve the facility, and installing electrical conduits and vaults at the new Casper Family YMCA site. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$703,490.00
Grizzly Excavating and Construction, LLC	Casper, Wyoming	\$881,933.00

The estimate prepared by Civil Engineering Professionals, Inc., was \$660,000.00.

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc. (Hedquist), has underperformed on the last four City projects: Fairgrounds Roadway and Storm Sewer Improvements, Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements, Project 13-24; 2013 Arterial & Collector Street Reconstruction – West, Project 13-08W; and the Zone II/III Water System Improvements, Project 12-48.

All four projects resulted in the assessment of liquidated damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project, in preparation of making a claim with their bonding company. The contract was later reinstated after renewed mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

Accordingly, staff recommends award of the contract to Grizzly Excavating and Construction LLC, as the lowest qualified and responsible bidder. Work is scheduled to be completed by September 30, 2015.

Funding for this project will be from previously unallocated Optional One Cent #14 funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Grizzly Excavating and Construction, LLC., P.O. Box 51692, Casper, Wyoming 82605, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to complete the public site utilities and a new underground conduit for electrical service at the new Casper Family YMCA site; and,

WHEREAS, Grizzly Excavating and Construction, LLC., is able and willing to provide those services specified as the **City of Casper – Casper Family YMCA Site Utilities**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the **City of Casper – Casper Family YMCA Site Utilities**, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all water, sewer, and electrical work for its intended use associated with the Casper Family YMCA Site Utilities.
- 3.2 The Work including abandoning and relocating existing water lines and the buried electrical conduit and associated concrete vaults shall be substantially completed within thirty (30) days of the execution and acceptance of the Notice to Proceed, all other remaining work shall be substantially completed by **September 30, 2015** and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **October 15, 2015**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.2 for substantial completion and for each day that expires after the completion deadlines for the abandonment and relocation of water lines and installation of underground electrical conduit as identified in Paragraph 3.2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Hundred Eighty-One Thousand Nine Hundred Thirty-Three Dollars (\$881,933.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings, consisting of 12 sheets, with each sheet bearing the following general title: City of Casper – Casper Family YMCA Site Utilities
- 8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.15 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(City of Casper – Casper Family YMCA Site Utilities)

 _____

CONTRACTOR:

Grizzly Excavating and Construction, LLC.
P.O. Box 51692
Casper, Wyoming 82605

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald

Charlie Powell

Title: City Clerk

Title: Mayor

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

TOTAL BASE BID, IN NUMERALS: \$ 881,933.00

TOTAL BASE BID, IN WORDS: Eight hundred eighty one thousand Nine hundred thirty three dollars and ⁿ/₁₀₀'s DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

PO Box 511692
3441 Bural Rd
Casper, WY 82405

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.
 Submitted on July 2nd, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Joe Lasser (seal)

(Title) Owner

(Seal)

Attest: Michelle Shellcox

Business Address: PO Box 51692
3441 Burd Rd
Casper Wyoming 82605

Phone Number: 307-265-4328

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE

City of Casper Casper Family YMCA Site Utilities

Bid Date: July 2, 2015 11:00 A.M.

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items. The following is a list of abbreviations for this Bid Schedule.

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	60,000.00	60,000.00
2	Fire Hydrant Assembly	EA	4	10,244.00	40,976.00
3	4" Asphalt / 8" Grading "W" Base Course	SY	325	44.00	14,300.00
4	30" Curb & Gutter	LF	50	50.00	2,500.00
5	12" Gate Valve	EA	2	3879.00	7758.00
6	12" Fittings	EA	2	1500.00	3000.00
7	8" PVC Water Main	LF	1,425	33.00	47,025.00
8	8" Fittings	EA	5	772.00	3860.00
9	8" Valves	EA	1	2402.00	2402.00
10	30" PVC Water Main	LF	800	360.00	288,000.00
12	30" Fittings	EA	6	7000.00	42,000.00
13	Concrete Thrust Restraints	EA	3	2310.00	6930.00
14	Connect to Existing 12" Main	EA	1	5453.00	5453.00
15	Connect to Existing 30" Main	EA	2	7800.00	15,600.00
16	48" Casing Pipe for 30" Water main	LF	40	610.00	24,400.00
17	4" PVC Water Service	EA	1	6504.00	6504.00
18	6" PVC Fire Line	EA	1	7007.00	7007.00
19	8" SDR35 Sanitary Sewer Main	LF	650	40.00	26,000.00
20	48" Sanitary Sewer Manholes	EA	5	8850.00	44,250.00
21	12" PVC Storm Sewer	LF	300	65.00	19,500.00
22	Storm Inlets	EA	2	2960.00	5920.00
23	10MG Tank Air Gap Manhole	LS	1	9447.00	9447.00
24	Connection to Existing Storm Sewer Manhole	EA	2	2270.00	4540.00
25	Storm Sewer Manhole	EA	4	7170.00	28,680.00
26	Select Backfill	CY	1,500	22.00	33,000.00
27	Traffic Control	LS	1	5000.00	5000.00
28	7x12' Electrical Vault	EA	3	17,650.00	52,950.00
29	7x7' Electrical Vault	EA	3	4310.00	12,930.00
30	4" Electrical Conduit	LF	200	36.88	7376.00
31	6" Electrical Conduit	LF	875	51.00	44,625.00
32	Force Account	FA	10,000	\$ 1.00	\$ 10,000.00
TOTAL BASE BID					881,933.00

Grizzly Excavating and Construction LLC

RESOLUTION NO.15-206

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION, LLC., FOR THE CASPER FAMILY YMCA SITE UTILITIES, PROJECT NO. 15-31.

WHEREAS, the City of Casper desires to complete the site utilities and a new underground conduit for electrical service at the new Casper Family YMCA site; and,

WHEREAS, the City Council reviewed the documentation relating to Hedquist Construction, Inc. (Hedquist) failure to complete the last four City projects (Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48) in a timely manner; and,

WHEREAS, all four projects resulted in settlement agreements in order to complete the respective projects and included the assessment of liquidated damages against Hedquist for failure to complete the work within the contractual deadlines; and,

WHEREAS, the Casper Family YMCA Site Utilities Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and

WHEREAS, Grizzly Excavating and Construction, LLC., is able and willing to provide those services specified as the Casper Family YMCA Site Utilities, Project No. 15-31; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Grizzly Excavating and Construction, LLC., for those services, in the amount of Eight Hundred Eighty-One Thousand Nine Hundred Thirty-Three Dollars (\$881,933.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to Eight Hundred Eighty-One Thousand Nine Hundred Thirty-Three Dollars (\$881,933.00), and Fifty-Eight Thousand Sixty-Seven Dollars (\$58,067.00) for a construction contingency account, for a total project amount of Nine Hundred Forty Thousand Dollars (\$940,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 8, 2015

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: Executive Recruitment Firm for Hiring of New City Manager

Recommendation:

That Council, by resolution, authorize a contract between Strategic Government Resources (SRG), in an amount not to exceed \$27,000, for services related to the recruitment and selection of a City Manager.

Summary:

The City advertised requests for proposals for executive recruiting services for hiring a new City Manager May 29, 2015. Eight proposals were received and reviewed. At a work session held June 29, 2015, Human Resources was given direction to proceed with creating a contract for Council's consideration with SRG.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. Strategic Government Resources (SGR), PO Box 1642, Keller, Texas, 76244 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking the recruitment and selection of a City Manager.

B. The project requires professional services for said recruitment and selection.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

SGR shall provide all services for an executive search for the Casper City Manager’s position under the terms set forth below as these terms are defined in the Contractor’s proposal to the City, dated June 12, 2015, the terms of which are incorporated herein by this reference:

- Develop a position profile and recruitment brochure for the position. (expense item)
- Contact key opinion leaders across the nation to seek candidate recommendations.
- Place ads in appropriate professional publications as approved. (expense item)
- Identify high probability prospects and conduct follow up with those prospects.

- Receive, track and maintain all inquiries and applications.
- Conduct a “triage” level review of all resumes, and conducting initial phone/email conversations.
- Conduct recorded online interviews with up to 12 semifinalist candidates. (expense item)
- Conduct Stage 1 Media Searches on semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist city in developing a short list of 4-6 candidates recommended for interviews, and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.
- Conduct comprehensive Stage 2 media searches on up to 6 finalists. (expense item)
- Conduct psychometric assessments on up to 6 finalists. (expense item)
- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on up to 6 finalists consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis. (expense item)

The City shall:

- Reimburse finalists for travel related expenses to interview.
- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide any direct mailings desired by the city.
- Provide reproduction of hard copy brochure production, if desired.

SGR shall be compensated by the City as detailed below:

- Pricing
 - Professional Services Fee = \$18,500
 - Expenses (SGR) Not to Exceed = \$8,500
 - **Not-to-Exceed Maximum Price = \$27,000***
- Expense Items (*Included in Not-to-Exceed Price Above*) - SGR considers the following incidentals to be covered by and included in the pricing fees set forth above:

- Professional production of a high quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, to announce the position is billed at actual cost.
- Printing of documents and materials are billed at 23 cents per page per copy, plus binders/binding. Shipping/mailing documents (to one location) is included in the not-to-exceed expenses above. Shipping/postage billed at actual cost. Electronic Discs are billed at \$5 per disc reproduced. Flash drives are billed at \$10 each.
- Online Interviews. There is a cost of \$200 for each recorded online interview (up to 12 candidates included in not to exceed expenses above).
- Psychometric Assessments. There is a cost of \$150 per candidate for each psychometric analysis instrument (up to 6 candidates included in not to exceed expenses above).
- Comprehensive Media Reports – Stage 2. There is a cost of \$350 per candidate (up to 6 candidates included in not to exceed expenses above).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for our comprehensive background screening reports prepared by our licensed private investigations provider (up to 6 candidates included in not-to-exceed expenses above).
- Travel and related costs for the Project Manager incurred for the benefit of the client. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Billing
 - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

Terms and Conditions:

- This project will be personally managed by Chester Nolen.
- The City reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work

satisfactorily completed up to and through the date of termination. In addition SGR shall provide to the City all information obtained during the search process through the date of termination.

- The City acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and to SGR. Accordingly, the City acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of, SGR, regardless of whether such information has been shared with the City or not, including all decisions regarding release of information, until such time that finalists are, or a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the City and all decisions regarding public disclosure shall be determined by the City except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the City or subject to disclosure.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 2nd day of November, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed the sum of Twenty Seven Thousand Dollars (\$27,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

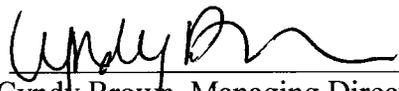
V.H. McDonald
Clerk

Charlie Powell, Mayor

WITNESS

CONTRACTOR
SGR

By: 
Printed Name: Michelle Wigginton
Title: _____

By: 
Cyndy Brown, Managing Director
Strategic Government Resources

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing SEVEN (7) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

To the extent provided in Part I of this Contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	N/A

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the

parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 15-207

A RESOLUTION AUTHORIZING A CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES (SGR) TO ASSIST WITH RECRUITMENT AND SELECTION OF A CITY MANAGER.

WHEREAS, the City Council desires to secure the professional expertise of an executive search firm to assist with the recruitment and selection of a city manager; and,

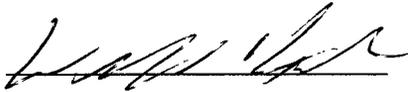
WHEREAS, Strategic Government Resources (SGR) firm has demonstrated experience in the successful recruitment of city managers, with a nationwide equal employment opportunity recruitment capability.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with SGR for the recruitment and selection of a city manager.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract, in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000).

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor