

City of Cody City Council

AGENDA

Tuesday, August 17, 2021 – 7:00 p.m. (Pre-Meeting to begin at 6:50 p.m. in Conference Room)

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Minutes from August 3, 2021 and Special Work Session from August 10, 2021
- b. Approve Vouchers and payroll in the amount of \$2,026,284.66.
- c. Approve the award of Bid 2021-07 to Spradley Barr Motors for three (3) Ford Explorer Police Interceptor Utility Vehicles for a total amount of \$105,552.00.
- d. Approve the uncollectible account write offs in the amount of \$63,853.18.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing.

4. Conduct of Business

a. Resolution 2021-12

A Resolution Encumbering Funds from the American Rescue Plan Act for the HVAC System Upgrade Project at the City Hall and Nichol Mall Public Buildings.

Staff Reference: Leslie Brumage, Finance Officer

b. Resolution 2021-13

A Resolution Encumbering Funds from the American Rescue Plan Act for the Purchase of Mable Data Terminals, Related Software and Training for the Police Department.

Staff Reference: Leslie Brumage, Finance Officer

c. Resolution 2021-14

A Resolution Encumbering Funds from the American Rescue Plan Act to Contract with a Consulting Firm to Perform a Salary Study.

Staff Reference: Leslie Brumage, Finance Officer

d. Resolution 2021-15 – Budget Amendment

A Resolution Amending the FY21-2 Budget.

Staff Reference: Leslie Brumage, Finance Officer

e. Consider awarding Bid # 2021-05 for the YRA Treated Waterline Replacement Project to Harris Trucking and Construction in the amount of \$164,152.50 and authorize the Mayor to sign the Notice of Award, Agreement between the Owner (City of Cody) and Contractor (Harris Trucking) and all associated contract documents.

Staff Reference: Phillip Bowman, Public Works Director

f. Consider approving Amendment No. 4 to the Professional Services Agreement with T-O Engineers for the Beacon Hill Water Tank and Water Main Extension Project.

Staff reference: Phillip Bowman, Public Works Director

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

Sept 7, 2021 – Tuesday – Regular Council Meeting – 7:00 p.m.

Sept 14, 2021 – Tuesday– Work Session – 5:30 p.m.

Sept 21, 2021 – Tuesday – Regular Council Meeting – 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, August 3, 2021

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 3, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Jerry Fritz, Justin Baily and Emily Swett, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: Council Members Diane Ballard and Heidi Rasmussen.

Mayor Hall called the meeting to order at 7:00 p.m.

Council Member Swett made a motion seconded by Council Member Baily to approve the consent calendar as presented including approval of Minutes –Regular Minutes from July 20, 2021 and Special Work Session from July 27, 2021, approve Vouchers and payroll in the amount of \$1,187,077.88, authorize the Mayor to enter into a three year operating agreement with the Shoshone Recreation District, approve the request from the Cody PD to enter into and authorize the Mayor to sign the 2021-2022 Tobacco and Alcohol Compliance Inspections Contracts, approve a request from the Irma Hotel for a closure of 12th Street from Sheridan Avenue to the Alley on August 14th starting at 5:00 p.m. and reopening shortly after 10 :00 p.m. for a Street Dance. Additionally, the Irma Hotel is requesting an open container permit for said date from 6:00 p.m. to 10:00 p.m. Event coordinators would setup/tear down barricades and would provide liability insurance for said event, and approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 20, 2010 for the Homecoming Bon Fire, to close Sheridan Avenue from 9th to 14th Street, Rumsey Ave 13th to 15th Street d 14th Street from Sheridan to Salsbury Ave. for the Homecoming Parade on Friday, September 24, 2021 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and proof of current liability insurance. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Quick to Authorize an encroachment license for installation of a private waterline in the north 10 feet of the west 50 feet of the Bob Moore Parking Lot property. Vote was unanimous.

Council Member Baily made a motion seconded by Council Member Swett to Consider approving the Agreement to cost-share on Public Utility Improvements for the Shadow Mountain No. 2 subdivision, and authorize the Mayor to sign and execute all associated documents. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Baily to Consider approving the Short Form of Agreement between owner (City of Cody) and Engineer for Professional Services for the 29th Street Pathway Project. Vote was unanimous.

Resolution 2021-11

A Resolution Designating the Gravel Parking Lot area North of New Cody Reservoir as a Location for a Pilot Program for Mobile Vendor Use outside of Special Events. Council Member Fritz made a motion seconded by Council Member Baily to approve Resolution 2021-11 to include changing the operating period from August 31, 2021 to October 31, 2021. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:28 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Off

City of Cody
Council Proceedings
Tuesday, August 10, 2021

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, August 10, 2021 at 12:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Emily Swett (via phone), Andrew Quick, Jerry Fritz, Justin Baily and Heidi Rasmussen, City Administrator, Barry Cook and Administrative Service Officer, Cindy Baker.

Absent: None

Council President Ballard called the meeting to order at 5:00 p.m.

City Administrator, Barry Cook, discussed with the Governing Body the final report relating to Revitalization Roadmap. No action was taken at this time, further discussion will occur at a future work session.

Mayor Hall arrived and presided over the remaining of the meeting at 5:12 p.m.

Phillip Bowman, Public Works Director, provided background information relating to septage receiving at the City of Cody WWTF and partnering with Park County for funding of improvements.

City Administrator, Barry Cook and Finance Officer, Leslie Brumage provided draft resolutions for discussion relating to three projects to utilize ARPA Funds. Staff was directed to present the resolutions at the August 17th meeting.

Adjourned 5:55 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 08/10/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ALTITUDE RECYCLING EQUIPMENT (131480)				
	A4488	BAILING WIRE	06/07/2021	2,600.00
Total :				2,600.00
Total ALTITUDE RECYCLING EQUIPMENT (131480):				2,600.00
AMERICAN FAMILY LIFE ASSUR (550)				
	520243	AFLAC PREMIUM	08/05/2021	2,486.05
Total :				2,486.05
Total AMERICAN FAMILY LIFE ASSUR (550):				2,486.05
AMERICAN WELDING & GAS, INC. (128592)				
	7962569	OXYGEN/ACETYLENE/CYLINDER RENTAL	07/31/2021	74.94
	7962570	CARBON DIOXIDE/CYLINDER RENTAL	07/31/2021	35.88
Total :				110.82
Total AMERICAN WELDING & GAS, INC. (128592):				110.82
BAILEY ENTERPRISES INCORPORATED (130546)				
	5357788	Fuel	08/06/2021	85.91
	5357788	Fuel	08/06/2021	971.58
	5357788	Fuel	08/06/2021	230.92
	5357788	Fuel	08/06/2021	76.97
	5357788	Fuel	08/06/2021	3,194.34
	5357788	Fuel	08/06/2021	230.92
	5357788	Fuel	08/06/2021	115.46
	5357788	Fuel	08/06/2021	62.56
	5357788	Fuel	08/06/2021	855.55
	5357788	Fuel	08/06/2021	514.38
	5357788	Fuel	08/06/2021	244.91
	5357788	Fuel	08/06/2021	110.61
	5357788	Fuel	08/06/2021	189.04
	5357788	Fuel	08/06/2021	39.16
	5357788	Fuel	08/06/2021	124.94
	5357788	Fuel	08/06/2021	23.88
	5357788	Fuel	08/06/2021	217.90
	5357788	Fuel	08/06/2021	47.77
	5357788	Fuel	08/06/2021	1,095.87
	5357788	Fuel	08/06/2021	139.53
	5357788	Fuel	08/06/2021	1,117.28
	5357788	Fuel	08/06/2021	423.37
	5357788	Fuel	08/06/2021	14.68
	5357788	Fuel	08/06/2021	14.68
	5357788	Fuel	08/06/2021	30.84
	5357788	Fuel	08/06/2021	8.93
	5357788	Fuel	08/06/2021	8.08
	5357788	Fuel	08/06/2021	12.12
	5357788	Fuel	08/06/2021	21.88
	5357788	Fuel	08/06/2021	4,328.96
	5357788	Fuel	08/06/2021	1,393.56

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5357788	Fuel	08/06/2021	903.90
	5357788	Fuel	08/06/2021	157.09
	5357788	Fuel	08/06/2021	61.44
	5357788	Fuel	08/06/2021	21.88
	5357788	Fuel	08/06/2021	496.00
	5357788	Fuel	08/06/2021	369.89
	5357788	Fuel	08/06/2021	21.88
	5357788	Fuel	08/06/2021	637.94
	5357788	Fuel	08/06/2021	166.64
	5357788	Fuel	08/06/2021	552.23
	5357788	Fuel	08/06/2021	25.32
	5357788	Fuel	08/06/2021	1,251.78
Total :				20,612.57
Total BAILEY ENTERPRISES INCORPORATED (130546):				20,612.57
BOBCAT OF BIG HORN BASIN, INC. (128623)				
	38891	BOBCAT TILT TACH	07/30/2021	2,350.00
Total :				2,350.00
Total BOBCAT OF BIG HORN BASIN, INC. (128623):				2,350.00
BORDER STATES INDUSTRIES, INC (1420)				
	922490443	4/0 OKONITE CABLE	07/22/2021	14,190.00
	922490443	4/0 OKONITE CABLE	07/22/2021	8,515.30
Total :				22,705.30
Total BORDER STATES INDUSTRIES, INC (1420):				22,705.30
CARQUEST AUTO PARTS (10200)				
	2874-ID-429342	coupling C06	07/06/2021	2.59
	2874-ID-429853	element D10	07/12/2021	88.89
	2874-ID-431252	radiator A04	07/27/2021	182.74
Total :				274.22
Total CARQUEST AUTO PARTS (10200):				274.22
CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509)				
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	156.76
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	104.90
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	156.78
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	79.26
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	1,732.94
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	1,732.94
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	68.46
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	9.55
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	139.23
BLACK HILLS ENERGY	08062021	UTILITIES - BLACK HILLS ENERGY	08/06/2021	31.41
Total :				4,212.23
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				4,212.23

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CODY ELECTRIC CONTRACTOR LLC (132765)				
	3625	ELECTRIC WORK FOR BERTS OLD OFFICE	07/20/2021	250.37
	3625	ELECTRIC WORK FOR BERTS OLD OFFICE	07/20/2021	250.36
	3625	ELECTRIC WORK FOR BERTS OLD OFFICE	07/20/2021	250.36
Total :				751.09
Total CODY ELECTRIC CONTRACTOR LLC (132765):				751.09
COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)				
	41818	Legal Services	08/01/2021	3,384.88
	41818	Legal Services	08/01/2021	345.40
	41818	Legal Services	08/01/2021	759.87
	41818	Legal Services	08/01/2021	759.87
	41818	Legal Services	08/01/2021	828.95
	41818	Legal Services	08/01/2021	828.95
Total :				6,907.92
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,907.92
COVERT, TANYA (132779)				
	30795074	REC CENTER REFUND	07/26/2021	25.00
Total :				25.00
Total COVERT, TANYA (132779):				25.00
COWGILL PROPERTIES (132777)				
	14.9930.27	REFUND UTILITY DEPOSIT	08/02/2021	463.64
Total :				463.64
Total COWGILL PROPERTIES (132777):				463.64
DAWSON, GOLDY (132767)				
	30823394	REC CENTER REFUND	07/27/2021	144.00
	31174000	REC CENTER REFUND	08/03/2021	138.00
Total :				282.00
Total DAWSON, GOLDY (132767):				282.00
DEAL, JASMINE (132778)				
	15.1600.43	REFUND UTILITY DEPOSIT	08/02/2021	85.03
Total :				85.03
Total DEAL, JASMINE (132778):				85.03
DENNY MENHOLT CHEVROLET (131108)				
	1271150	BID BOND 2021-07 RETURN	08/17/2021	6,422.00
Total :				6,422.00
Total DENNY MENHOLT CHEVROLET (131108):				6,422.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	409240	COLIFORM TESTING	07/22/2021	110.00
DEPARTMENT 6250	409663	MONITOR WELLS	07/26/2021	360.00
Total :				470.00
Total ENERGY LABORATORIES, INC (4120):				470.00
ENGINEERING ASSOCIATES (4140)				
	4107094	PROJECT 14111-04 WWTF PHASE 2	07/22/2021	627.42
	4107094	PROJECT 14111-04 WWTF PHASE 2	07/22/2021	191.71
	4107094	PROJECT 14111-04 WWTF PHASE 2	07/22/2021	52.28
	4107094	PROJECT 14111-04 WWTF PHASE 2	07/22/2021	871.41
	4107095	DUGGLEBY DR WATERLINE REPLACEMENT - SURVEY AND DESIGN	07/22/2021	3,823.42
	4107096	WEST AVENUE RAW WATER LINE - SURVEY AND DESIGN PHASE	07/22/2021	3,600.84
Total :				9,167.08
Total ENGINEERING ASSOCIATES (4140):				9,167.08
FRANDSON SAFETY, INC. (130638)				
	89473	CHLORINE MONITOR CALIBRATION	07/15/2021	70.00
Total :				70.00
Total FRANDSON SAFETY, INC. (130638):				70.00
FREDERICK, LAUREL (131382)				
	080421	RESTITUTION FROM DEBRA HODSON MC-1706-037	08/04/2021	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
FREMONT MOTOR CODY, INC (4370)				
	081721	BID BOND RETURN 2021-07	08/17/2021	1,807.31
	081721	BID BOND RETURN 2021-07	08/17/2021	1,807.31
	081721	BID BOND RETURN 2021-07	08/17/2021	1,807.31
Total :				5,421.93
Total FREMONT MOTOR CODY, INC (4370):				5,421.93
GARCIA, CELINA (132774)				
	10.1160.31	REFUND CREDIT BALANCE	08/02/2021	8.22
Total :				8.22
Total GARCIA, CELINA (132774):				8.22
GOODYEAR, ROBERT W (125939)				
GOODYEAR PRINTING	14859	DETENTION REMAND REPORT FORMS	06/23/2021	312.00
Total :				312.00
Total GOODYEAR, ROBERT W (125939):				312.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
H B I INSURANCE (12306)				
	3315	ASO BOND	07/27/2021	100.00
Total :				100.00
Total H B I INSURANCE (12306):				100.00
HARRIS TRUCKING AND CONSTRUCTION CO (7730)				
PARK COUNTY READY MIX	115252	SAND SLURRY	07/25/2021	734.50
Total :				734.50
Total HARRIS TRUCKING AND CONSTRUCTION CO (7730):				734.50
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	136098	ASPHALT FOR HIGH SCHOOL TIE	07/18/2021	10,287.00
	136128	ASPHALT PATCHING CHIP SEAL AREA	07/25/2021	1,364.18
	BHWT PAY APP 13	BHWT PAY APP 13	07/30/2021	120,097.76
	BHWT PAY APP 13	BHWT PAY APP 13	07/30/2021	59,152.63
	BHWT RET 13	BHWT RET 13	07/30/2021	13,344.20
	BHWT RET 13	BHWT RET 13	07/30/2021	6,572.51
	WWTF PAY APP 18	WWTF PHASE 2 PAY APP 18	07/30/2021	12,754.45
	WWTF PAY APP 18	WWTF PHASE 2 PAY APP 18	07/30/2021	3,897.19
	WWTF PAY APP 18	WWTF PHASE 2 PAY APP 18	07/30/2021	1,062.87
	WWTF PAY APP 18	WWTF PHASE 2 PAY APP 18	07/30/2021	17,714.50
	WWTF RET 18	WWTF RET 18	07/30/2021	1,417.16
	WWTF RET 18	WWTF RET 18	07/30/2021	433.02
	WWTF RET 18	WWTF RET 18	07/30/2021	118.10
	WWTF RET 18	WWTF RET 18	07/30/2021	1,968.28
Total :				250,183.85
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				250,183.85
HUNTER, TRICIA (132772)				
	16.9203.10	REFUND CREDIT FROM ACCOUNT ADJUSTMENT	08/05/2021	685.86
Total :				685.86
Total HUNTER, TRICIA (132772):				685.86
JACKSON, LAURA (132766)				
	30889975	REC CENTER REFUND	07/28/2021	90.00
Total :				90.00
Total JACKSON, LAURA (132766):				90.00
JIRDON (5560)				
	5718	GRASS SEED	07/27/2021	552.00
	5718	GRASS SEED	07/27/2021	450.00
Total :				1,002.00
Total JIRDON (5560):				1,002.00
KITCHEN, SCOTT (129803)				
	73121	MILEAGE REIMBURSEMENT	07/31/2021	32.54

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				32.54
Total KITCHEN, SCOTT (129803):				32.54
LARNER, DAKOTA (132775)				
	3.0472.37	REFUND CREDIT BALANCE	08/02/2021	42.99
Total :				42.99
Total LARNER, DAKOTA (132775):				42.99
LEADSONLINE (131897)				
	320032	INVESTIGATION SOFTWARE - ANNUAL FEE	07/29/2021	2,463.00
Total :				2,463.00
Total LEADSONLINE (131897):				2,463.00
LEISURE IN MONTANA INC (131545)				
	SAL17609-1	POOL CHEMICALS & REAGENT	06/21/2021	628.55
	SAL17609-1	POOL CHEMICALS & REAGENT	06/21/2021	628.55
Total :				1,257.10
Total LEISURE IN MONTANA INC (131545):				1,257.10
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	13576	CLAIM AGAINST CITY	07/22/2021	584.49
Total :				584.49
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				584.49
MCVEY CONSTRUCTION LLC (132768)				
OR MCVEY, DENNY	17.2395.10	REFUND UTILITY DEPOSIT	07/22/2021	282.08
Total :				282.08
Total MCVEY CONSTRUCTION LLC (132768):				282.08
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	8521	PREMIUM	08/05/2021	416.00
Total :				416.00
Total NCPERS GROUP LIFE INS (125412):				416.00
NORCO, INC. (128948)				
	32705053	GAS CYLINDER RENTAL	07/31/2021	25.42
Total :				25.42
Total NORCO, INC. (128948):				25.42
NORTHWEST PIPE (7400)				
	7565687	COPPER PIPE	07/26/2021	559.20
	7565691	VALVE BOXES	07/26/2021	430.92

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				990.12
Total NORTHWEST PIPE (7400):				990.12
ONE-CALL OF WYOMING (127665)				
	60312	ONE - CALL FEES	08/05/2021	9.19
	60312	ONE - CALL FEES	08/05/2021	9.19
	60312	ONE - CALL FEES	08/05/2021	9.19
	60312	ONE - CALL FEES	08/05/2021	9.18
Total :				36.75
Total ONE-CALL OF WYOMING (127665):				36.75
PARK COUNTY (7670)				
	7021	LEC CONTRACT - DISPATCH	07/01/2021	223.57
	7021	LEC CONTRACT - DISPATCH	07/01/2021	3,800.53
	7021	LEC CONTRACT - DISPATCH	07/01/2021	670.68
	7021	LEC CONTRACT - DISPATCH	07/01/2021	17,661.27
	7021	LEC CONTRACT - CAPITOL EQUIPMENT	07/01/2021	4,520.00
	7021	LEC CONTRACT - MAINTENANCE	07/01/2021	1,807.46
	7021	LEC CONTRACT - CONSOLE	07/01/2021	39.15
	7021	LEC CONTRACT - CONSOLE	07/01/2021	665.61
	7021	LEC CONTRACT - CONSOLE	07/01/2021	117.46
	7021	LEC CONTRACT - CONSOLE	07/01/2021	3,093.14
	7021	LEC CONTRACT - UTILITIES	07/01/2021	1,043.68
	7021	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	07/01/2021	204.52-
	7021	ANTI VIRUS CLIENT CREDIT	07/01/2021	34.79-
	7049	LEC CONTRACT - DISPATCH	08/01/2021	223.57
	7049	LEC CONTRACT - DISPATCH	08/01/2021	3,800.53
	7049	LEC CONTRACT - DISPATCH	08/01/2021	670.68
	7049	LEC CONTRACT - DISPATCH	08/01/2021	17,661.27
	7049	LEC CONTRACT - CAPITOL EQUIPMENT	08/01/2021	4,520.00
	7049	LEC CONTRACT - MAINTENANCE	08/01/2021	1,807.46
	7049	LEC CONTRACT - CONSOLE	08/01/2021	39.15
	7049	LEC CONTRACT - CONSOLE	08/01/2021	665.61
	7049	LEC CONTRACT - CONSOLE	08/01/2021	117.46
	7049	LEC CONTRACT - CONSOLE	08/01/2021	3,093.14
	7049	LEC CONTRACT - UTILITIES	08/01/2021	1,068.37
	7049	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	08/01/2021	204.52-
	7049	ANTI VIRUS CLIENT CREDIT	08/01/2021	34.79-
Total :				66,831.17
Total PARK COUNTY (7670):				66,831.17
PARK COUNTY ANIMAL SHELTER (5120)				
	80121	ANIMAL SERVICE CONTRACT - AUGUST 2021	08/01/2021	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
PARK COUNTY LANDFILL (129053)				
	073121	LIP LANDFILL CHARGES - JULY 2021	07/31/2021	171.68
	073121	LANDFILL CHARGES - JULY 2021	07/31/2021	81,673.54

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				81,845.22
Total PARK COUNTY LANDFILL (129053):				81,845.22
PARK DISTRICT COURT (132610)				
	8521	GARNISHMENT Civil #29877	08/05/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PILGRIM, WILLIAM (132771)				
OR PILGRIM, JULIE	3.119123	REFUND TEMP ELECTRIC METER FEE	12/02/2019	105.00
Total :				105.00
Total PILGRIM, WILLIAM (132771):				105.00
PRICE, DON (132769)				
	9.2055.15	REFUND CREDIT BALANCE	07/27/2021	1,105.60
	9.2060.13	REFUND CREDIT BALANCE	07/24/2021	54.25
	9.2080.11	REFUND CREDIT BALANCE	07/27/2021	193.74
	9.5020.10	REFUND OVERPAYMENT	07/27/2021	61.88
Total :				1,415.47
Total PRICE, DON (132769):				1,415.47
PROFFIT, DOUGLAS J (128647)				
PROFFITS ENTERPRISES LLC	12861	MOWING GREYBULL HILL/REC CENTER HILL	07/31/2021	1,930.00
Total :				1,930.00
Total PROFFIT, DOUGLAS J (128647):				1,930.00
PROVIDENT LIFE & ACCIDENT INS (128033)				
	8521	PREMIUMS	08/05/2021	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
QUALITY ASPHALT PAVING, INC (125010)				
	2204	NEWTON AVE 24TH TO 23RD	07/27/2021	5,955.00
Total :				5,955.00
Total QUALITY ASPHALT PAVING, INC (125010):				5,955.00
RAPID FIRE PROTECTION, INC (129543)				
	29105	BACKFLOW INSPECTIONS	07/27/2021	1,430.00
Total :				1,430.00
Total RAPID FIRE PROTECTION, INC (129543):				1,430.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
REID, WILEY (132776)				
	10.0040.51	REFUND UTILITY DEPOSIT	08/02/2021	43.36
Total :				43.36
Total REID, WILEY (132776):				43.36
SABER PEST CONTROLL LLC (131183)				
	E141	PEST CONTROL - ELECTRIC	08/02/2021	80.00
	P153	PEST CONTROL - PUBLIC WORKS SHOP	08/02/2021	50.00
	P153	PEST CONTROL - PUBLIC WORKS SHOP	08/02/2021	25.00
	P153	PEST CONTROL - PUBLIC WORKS SHOP	08/02/2021	25.00
Total :				180.00
Total SABER PEST CONTROLL LLC (131183):				180.00
SAFARILAND LLC (132770)				
	121-104191	LESS LETHAL MUNITIONS	07/29/2021	2,536.95
Total :				2,536.95
Total SAFARILAND LLC (132770):				2,536.95
SAUNDERS, ALEC (132611)				
	73121	MILEAGE REIMBURSEMENT	08/02/2021	35.11
Total :				35.11
Total SAUNDERS, ALEC (132611):				35.11
SHOSHONE MUNICIPAL PIPELINE (9130)				
	8121	SMP WATER PURCHASE - JULY 2021	08/01/2021	187,479.00
Total :				187,479.00
Total SHOSHONE MUNICIPAL PIPELINE (9130):				187,479.00
SMITH, MATT (132175)				
	30941796	REC CENTER REFUND	07/29/2021	100.00
Total :				100.00
Total SMITH, MATT (132175):				100.00
SPRINGLINE CONSTRUCTION (132773)				
	53.1008.10	REFUND HYDRANT METER DEPOSIT	07/30/2021	386.29
Total :				386.29
Total SPRINGLINE CONSTRUCTION (132773):				386.29
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15554	OUTSOURCE BILLS	07/28/2021	16.06
ADVANCED INFO SYSTEMS	15554	OUTSOURCE BILLS	07/28/2021	99.24
ADVANCED INFO SYSTEMS	15554	OUTSOURCE BILLS	07/28/2021	90.87
ADVANCED INFO SYSTEMS	15554	OUTSOURCE BILLS	07/28/2021	90.26
ADVANCED INFO SYSTEMS	15554	OUTSOURCE BILLS	07/28/2021	112.15

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				408.58
Total SYSTEMS GRAPHICS INC (129162):				408.58
THE OFFICE SHOP INC (7440)				
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.74
	175934	Copier Contract	07/29/2021	85.76
	175935	COPIER CONTRACT - SHOP	07/29/2021	14.66
	175935	COPIER CONTRACT - SHOP	07/29/2021	14.68
	175935	COPIER CONTRACT - SHOP	07/29/2021	12.95
	175935	COPIER CONTRACT - SHOP	07/29/2021	14.68
	175935	COPIER CONTRACT - SHOP	07/29/2021	14.68
	175935	COPIER CONTRACT - SHOP	07/29/2021	14.68
	175936	COPIER AGREEMENT - AQUATIC/REC CENTER	07/29/2021	360.64
	175936	COPIER AGREEMENT - AQUATIC/REC CENTER	07/29/2021	360.64
Total :				1,665.03
Total THE OFFICE SHOP INC (7440):				1,665.03
T-O ENGINEERS INC (131708)				
	171133-14062	BEACON HILL WATER TANK	08/05/2021	8,967.68
	171133-14062	BEACON HILL WATER TANK	08/05/2021	4,416.92
Total :				13,384.60
Total T-O ENGINEERS INC (131708):				13,384.60
UNUM LIFE INSURANCE - LIFE (127935)				
	8521	PREMIUM	08/05/2021	685.57
Total :				685.57
Total UNUM LIFE INSURANCE - LIFE (127935):				685.57
WESTERN EMULSIONS INC (128433)				
	10-474347	TACK OIL	07/26/2021	1,263.00
Total :				1,263.00
Total WESTERN EMULSIONS INC (128433):				1,263.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6039447	SECONDARY PEDESTAL	07/22/2021	667.08
	6039447	SECONDARY PEDESTAL	07/22/2021	1,944.12
	6039448	SECONDARY PEDESTAL	07/22/2021	2,393.60
	6039448	SECONDARY PEDESTAL	07/22/2021	1,088.00
	6039448	SECONDARY PEDESTAL	07/22/2021	3,481.60
	6039448	SECONDARY PEDESTAL	07/22/2021	870.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				10,444.80
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				10,444.80
WILCOXSON'S (130566)				
	905756	ICE CREAM SOCIAL	07/29/2021	312.50
Total :				312.50
Total WILCOXSON'S (130566):				312.50
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	8521	CONTRIBUTIONS	08/05/2021	10,062.76
WORKERS COMPENSATION DIV	8521	PD VOLUNTEERS	08/05/2021	11.61
WORKERS COMPENSATION DIV	8521	REC VOLUNTEERS	08/05/2021	23.22
Total :				10,097.59
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				10,097.59
WYOMING MUNICIPAL POWER AGENCY (10920)				
	082521	POWER PURCHASE - JULY 2021	07/31/2021	410,890.45
	082521	POWER PURCHASE - JULY 2021	07/31/2021	512,855.49
Total :				923,745.94
Total WYOMING MUNICIPAL POWER AGENCY (10920):				923,745.94
WYOMING RETIREMENT SYSTEM (10950)				
	212276	CONTRIBUTIONS -	08/05/2021	23,244.37
	212277	CONTRIBUTIONS -	08/05/2021	29,555.48
	212278	CONTRIBUTIONS -	08/05/2021	34,251.37
Total :				87,051.22
Total WYOMING RETIREMENT SYSTEM (10950):				87,051.22
Grand Totals:				1,748,432.24

Report GL Period Summary

GL Period	Amount
08/21	1,748,432.24
Grand Totals:	1,748,432.24

Vendor number hash: 6806737
Vendor number hash - split: 15736535
Total number of invoices: 88
Total number of transactions: 219

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,748,432.24	.00	1,748,432.24
Grand Totals:	1,748,432.24	.00	1,748,432.24
		Payroll 08/04/21	277,852.42
			2,026,284.66

Report Criteria:
Invoice.Detail.Input date = 08/10/2021
Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: 8/17/2021

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Bid 2021-07 (3) New 2022 AWD Police Utility Vehicles

ACTION TO BE TAKEN:

Approve the award of Bid 2021-07 to Spradley Barr Motors, for (3) 2022 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$105,552.00.

SUMMARY OF INFORMATION:

A request was made in FY 2021/2022 for the purchase of three new patrol vehicles. The vehicles being replaced will be sold via Public Surplus auction. Bid packets were sent to Fremont Motor Casper, Spradley Barr Motors, Denny Menholt, Fremont Motor Companies, Jackson Hole Ford and Ken Garff Chrysler-Jeep-Dodge-Ram.

Three bidders submitted three bids. These bids were opened at City Hall on 8/3/2021.

Fremont Motors Cody, submitted one bid for (3) 2022 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$108,439.14.

Spradley Barr Motors, of Cheyenne, submitted one bid for (3) 2022 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$105,552.00.

Denny Menholt, of Cody, submitted one bid for (3) 2022 Chevrolet 4WD Tahoe Special Service units in the amount of \$128,427.00.

Fremont Motor Casper, submitted a letter of no bid.

FISCAL IMPACT

Funding, in the amount of \$181,716.00, was budgeted and approved in the Fiscal Year 2021/2022 budget. Included in this amount is the funding to upfit the vehicles for service. The cost for upfitting is approximately \$22,500.00 per vehicle.

ALTERNATIVES

Approve or deny the award of Bid 2021-07 to Spradley Barr Motors, for (3) 2022 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$105,552.00.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Spradley Barr Submitted Bid

AGENDA & SUMMARY REPORT TO:

1. S. Mike Alano, Fremont Motors Cody; malano@fremontmotors.com
2. David Sutherland, Spradley Barr Motors, Inc.; dsutherland@sbwyo.com
3. Brett Osborne, Fremont Casper; bosborne@fremontmotors.com
4. Bert Miller, Denny Menholt; b.miller1962@hotmail.com

Bid Proposal Form
Bid No. 2021-07 (3) New 2022 AWD Police Utility Vehicles
City of Cody, Wyoming

Governing Body
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



The undersigned Bidder agrees to provide **(3) New 2022 AWD Police Utility Vehicles**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include drop shipping the vehicle to Premier Vehicle Installations, 3038 S Specialty Cir Ste C, South Salt Lake, UT 84115 for up fitting, and then shipping the vehicle to the City of Cody, 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	(3)	2022 Ford PIU.	\$ 105,552
Less trade if any:			\$(N/A)
Net Total Bid			\$ 105,552

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. *All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected.* The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date 7-26-21

Signature

David Sutherland

Typed or Printed Name

Spradley Barr Motors, Inc.

Company

2200 Westland Rd.

Mailing Address

Cheyenne, WY 82001

City, State and Zip

dsutherland@sbwyo.com

E-mail Address

City of Cody

Specifications (3) New 2022 AWD Drive Police Utility Vehicles

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. GENERAL

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 1. 4 door, AWD with factory police package. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheel base: Minimum of 119 inches. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Exterior color: Bright Silver, submit paint before ordering. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Interior color. Charcoal or black | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

B. ENGINE AND POWER TRAIN

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Engine: V-6 3.3 gas liter min. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Engine block heater. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Transmission: 10 speed automatic w/overdrive. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Speedometer: Certified cluster with driver information center. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. 3.73 axle ratio. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C. SUSPENSION & RUNNING GEAR

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Suspension: Heavy duty police. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Brakes: Heavy duty Four Wheel Anti-Lock Power Disc Brakes. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Wheels & Tires: (5) full size wheels & All-Season tires speed rated (w). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Wheel covers: Factory supplied. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. ELECTRICAL SYSTEM

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Battery: Maintenance free Heavy-duty with a min of ^{850CCA} 900 CCA . With battery rundown protection. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Alternator: (12) volts, 170 amp minimum. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Interior lighting: Inoperative when doors are opened, controlled by light dimmer switch or lighting control module. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

ELECTRICAL SYSTEM continued

	YES	NO
4. Engine Idle Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Auxiliary Dome Light: Located between visors with switch at base of lamp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Hatch Release Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Spotlight: (1) 6" pillar mounted Led spotlight, factory installed on driver's side.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Dark Car Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & CAB

1. Floor Covering: Heavy duty rubber mat front and rear.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Dual heated outside rear view mirrors, remote controlled right and left.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Windows: Power windows w/tinted glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Rear window defroster: Electric.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Heater and air conditioner: Factory installed, high output, manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Windshield wipers: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Radio: AM/FM, MP3 w/clock.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Door locks: Power door locks, single key locking system w/(3) sets of keys and keyless entry.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Door handles: Rear inside door handles and windows to be inoperative except from the outside or the driver's position.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Front seats: Heavy duty cloth bucket seats, with power adjust driver's seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Rear seat: Vinyl rear seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Electric hatch opener: Factory installed. - power locking. manual opening.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Steering Wheel: Comfort tilt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cruise Control: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Rear on demand backup camera.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Reverse sensing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Cargo storage vault.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

F. MISCELLANEOUS

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 1. Full manufacturer's standard warranty. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dealer order form showing all equipment being bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

These police package vehicles shall be to the manufacturer's standard unless specified otherwise. They shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

D - 1. 850 CCA/92-AMP AGM BATTERY

E - 12. POWER LOCKING, MANUAL REAR LIFTGATE.

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

CNGP530

VEHICLE ORDER CONFIRMATION

07/26/21 14:49:36

==>

Dealer: F56422

2022
2021 EXPLORER 4-DOOR

Page: 1 of 2

Order No: D700 Priority: K1 Ord FIN: QS044 Order Type: 5B Price Level: 145
Ord Code: 500A Cust/Flt Name: CODY PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$40845	\$39620.00	43D COURTESY DISABL	\$25	\$24.00
.119" WHEELBASE			47A ENGINE IDLE	260	244.00
JS ICONIC SILVER			51R DRV LED SPT LMP	395	371.00
9 CLTH BKTS/VNL R			549 PWR MIRR HTD	60	56.00
6 EBONY			55F KEYLESS - 4 FOB	340	320.00
500A EQUIP GRP			63V CARGO VAULT	245	230.00
.AM/FM STEREO			68G RR DR/LK INOP	75	71.00
99B 3.3L V6 TI-VCT	(3530)	(3319.00)	76R REVERSE SENSING	275	259.00
44U 10SPD AUTO TRAN	NC	NC			
JOB #3 ORDER			TOTAL BASE AND OPTIONS	40665	36612.38
FLEET SPCL ADJ	NC	(440.00)	TOTAL	40665	36612.38
19K H8 AGM BATTERY	110	103.00	*THIS IS NOT AN INVOICE*		
19V R CAM ON DEMAND	230	217.00			
41H ENG BLK HEATER	90	85.00	* MORE ORDER INFO NEXT PAGE *		
425 50 STATE EMISS	NC	NC	F8=Next		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC03104

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

CNGP530

VEHICLE ORDER CONFIRMATION

07/26/21 14:49:49

==>

2022

Dealer: F56422

2021 EXPLORER 4-DOOR

Page: 2 of 2

Order No: D700 Priority: K1 Ord FIN: QS044 Order Type: 5B Price Level: 145
Ord Code: 500A Cust/Flt Name: CODY PO Number:

RETAIL DLR INV

RETAIL DLR INV

FLEX-FUEL

153	FRT LICENSE BKT	NC	NC
	SP DLR ACCT ADJ		(1403.00)
	SP FLT ACCT CR		(1084.00)
	FUEL CHARGE		6.38
B4A	NET INV FLT OPT	NC	7.00
	DEST AND DELIV	1245	1245.00

TOTAL BASE AND OPTIONS 40665 36612.38
TOTAL 40665 36612.38

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC03104

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 1167

THIS CERTIFIES THAT: SPRADLEY BARR MOTORS, 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** September **TWO THOUSAND AND** 20

JASON WOLFE, WORKFORCE STANDARDS ADMINISTRATOR

EXPIRATION DATE: 9/1/21

**RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 5221 YELLOWSTONE ROAD, CHEYENNE, WY 82002**

AGENDA ITEM SUMMARY REPORT

Uncollectible Account Write Offs

ACTION TO BE TAKEN:

Approve the uncollectible account write offs in the amount of \$63,853.18

SUMMARY OF INFORMATION:

Annually during the budget process, Staff identifies accounts that are considered uncollectible and includes the account balances in the budget as part of the bad debt expense line items in the appropriate funds. Accounts are typically determined to be uncollectible under the following circumstances: bankruptcy discharges, deceased customers with no estate to file a claim against, accounts past the statute of limitations (7-10 years old), and accounts on which the collection agency has exhausted all legal actions and have ceased effort.

FISCAL IMPACT

For Fiscal Year 2021-2022 the City budgeted the following for uncollectible account write offs:

<i>Fund</i>	<i>Accounts Receivable</i>	<i>Utility Billing</i>	<i>Municipal Court</i>	<i>Total</i>
General Fund	\$97.49	\$3,539.83	\$38,506.86	\$42,144.18
Solid Waste Fund		\$4,226.85		\$4,226.85
Water Fund		\$4,472.41		\$4,472.41
Wastewater Fund		\$1,690.46		\$1,690.46
Electric Fund		\$11,319.28		\$11,319.28
Total	\$97.49	\$25,248.83	\$38,506.86	\$63,853.18

These write offs are non-cash expenses and will have no direct effect on cash balances however they will reduce the accounts receivable balances in the affected funds meaning that there will be no future cash collections on these accounts.

ATTACHMENTS

1. Financial Management Policy write-off criteria
2. Uncollectible account write-off history

AGENDA & SUMMARY REPORT TO:

None

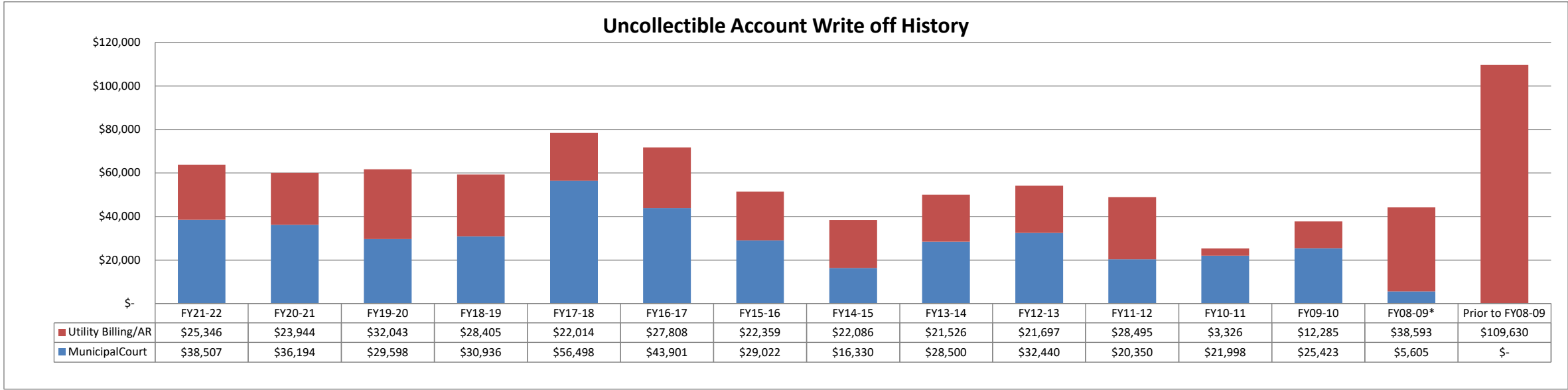
AGENDA ITEM NO. _____

FINANCIAL MANAGEMENT POLICY SECTION 6 – UNCOLLECTIBLE ACCOUNTS

Customer accounts may be deemed uncollectible under any of the following circumstances:

- The City has received a notice that the account has been discharged in a bankruptcy proceeding.
- A deceased customer's estate that has no liquid assets to cover the outstanding amount or there is no estate on which to file a claim.
- The account has been in collections status for a minimum of 10 years with no payments within the most recent 12-month period.
- The account has reached the legal statute of limitations for filing legal action.
- All reasonable notifications and cost-effective legal avenues have been exhausted.
- The cost to recover the debt does not warrant further action.
- The debtor is untraceable or cannot be identified.
- A court has ruled that the debt is not recoverable.

		<u>FY21-22</u>		<u>FY20-21</u>		<u>FY19-20</u>		<u>FY18-19</u>		<u>FY17-18</u>		<u>FY16-17</u>		<u>FY15-16</u>		<u>FY14-15</u>		<u>FY13-14</u>		<u>FY12-13</u>		<u>FY11-12</u>		<u>FY10-11</u>		<u>FY09-10</u>		<u>FY08-09*</u>		<u>Prior to FY08-09</u>		<u>Total</u>
MunicipalCourt	\$	38,507	\$	36,194	\$	29,598	\$	30,936	\$	56,498	\$	43,901	\$	29,022	\$	16,330	\$	28,500	\$	32,440	\$	20,350	\$	21,998	\$	25,423	\$	5,605	\$	-	\$	415,302
Utility Billing/AR	\$	25,346	\$	23,944	\$	32,043	\$	28,405	\$	22,014	\$	27,808	\$	22,359	\$	22,086	\$	21,526	\$	21,697	\$	28,495	\$	3,326	\$	12,285	\$	38,593	\$	109,630	\$	439,557
Total	\$	63,853	\$	60,138	\$	61,641	\$	59,341	\$	78,512	\$	71,709	\$	51,381	\$	38,416	\$	50,026	\$	54,136	\$	48,845	\$	25,323	\$	37,709	\$	44,198	\$	109,630	\$	854,860



AGENDA ITEM SUMMARY REPORT

American Rescue Plan Act Encumbrance of Funds

ACTION TO BE TAKEN:

Approve Resolutions 2021-12, 2021-13, and 2021-14 to encumber funds from the American Rescue Plan Act.

SUMMARY OF INFORMATION:

On March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic. The City of Cody has received the first tranche in the amount of \$848,807 on June 25, 2021 and expects to receive the second tranche of \$848,807 in June 2022.

In July 2021 Council held a work session to review information regarding ARPA and staff provided a list of potential eligible uses for the funds. At this time, staff proposes moving forward with the following projects:

Resolution 2021-12 Upgrade the HVAC system that services City Hall and the Nichol Mall

The purpose of this project is to improve the operating efficiency of this system and providing quality ventilation for City employees and the public to mitigate the spread of viruses such as COVID-19. Staff proposes to seek bids from qualified heating-ventilation-air conditioning contractors to provide a full evaluation and inspection of the existing system and provide a proposal for the design, upgrade, and/or replacement of the HVAC system that services City Hall and the Nichol Mall public buildings. The Centers for Disease Control guidance regarding ventilation in buildings states that ventilation mitigation strategies can help reduce viral particle concentration and increase the delivery of clean air.

Resolution 2021-13 Police Mobile Data Terminals

The provision of police, fire, and other public safety services are all allowable uses in the American Rescue Plan Act. By using MDTs with Mobile RIMS software, law enforcement personnel can work remotely in the field while being linked directly into the RIMS CAD and RMS, giving them complete access to information. Integrated with Mobile RIMS and RIMS, Officer Field Reporting (OFR), and E-Citation will allow officers to complete case reports, incident notes, accident reports and citations from start to finish — all from the officer's mobile computer without the need to work in a shared squad room with shared computer equipment, thereby reducing the opportunity for transmission of the COVID-19 virus. Staff proposes to contract with a qualified provider of MDTs to procure 19 units as well as the necessary software, training, and annual support.

Resolution 2021-14 Salary Study

Under the Interim Final Rule, municipalities can spend revenue replacement funds on a variety of government services. The last salary study was completed in late 2017-early 2018 with implementation in July 2018. It is recommended that salary studies be completed every five years. With the revenue uncertainty over the last year a salary study was not proposed in the FY21-22 budget. Staff proposes to contract with a consultant to perform a new salary study in January 2022 with implementation of the approved recommendations in July 2023.

AGENDA ITEM NO. _____

FISCAL IMPACT

The estimated cost for these projects is:

HVAC system	\$250,000
Mobile Data Terminals	\$201,830
Salary Study	<u>\$ 27,500</u>
	\$479,330

The estimated remaining amount from the first tranche if these projects are approved is \$369,477

These cost estimates may change once bids are received for the HVAC system and mobile data terminals. Contracts for these items would be presented to Council for approval prior to beginning any work.

ATTACHMENTS

1. Resolution 2021-12
2. Resolution 2021-13
3. Resolution 2021-14

RESOLUTION 2021-12

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT FOR THE HVAC SYSTEM UPGRADE PROJECT AT THE CITY HALL AND NICHOL MALL PUBLIC BUILDINGS

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

WHEREAS, such funds are to be used in accordance with the guidelines of the Act, and

WHEREAS, the City of Cody has received the first tranche in the amount of \$848,807.14 on June 25, 2021, and

WHEREAS, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

WHEREAS, the purpose of this project is to improve the operating efficiency of this system and to provide quality ventilation for City employees and the public to mitigate the spread of viruses such as COVID-19. Staff proposes to seek bids from qualified heating-ventilation-air conditioning contractors to provide a full evaluation and inspection of the existing system and provide a proposal for the design, upgrade, and/or replacement of the HVAC system that services City Hall and the Nichol Mall public buildings, and

WHEREAS, The Centers for Disease Control guidance regarding ventilation in buildings states that ventilation mitigation strategies can help reduce viral particle concentration and increase the delivery of clean air, which qualifies as an eligible expense under ARPA guidance for Public Health – Prevention in Congregate Settings.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby encumbers ARPA funds for the HVAC system upgrade project for the City Hall and Nichol Mall public buildings in an estimated amount of \$250,000. Upon solicitation of bids, the amount may require adjustment and final approval through a budget amendment Resolution.

PASSED, APPROVED AND ADOPTED ON THIS 17th DAY OF AUGUST, 2021.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

RESOLUTION 2021-13

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF MOBILE DATA TERMINALS, RELATED SOFTWARE, AND TRAINING FOR THE POLICE DEPARTMENT

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

WHEREAS, such funds are to be used in accordance with the guidelines of the Act, and

WHEREAS, the City of Cody has received the first tranche in the amount of \$848,807.14 on June 25, 2021, and

WHEREAS, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

WHEREAS, by using MDTs with Mobile RIMS software, law enforcement personnel can work remotely in the field while being linked directly into the RIMS CAD and RMS, giving them complete access to information. Integrated with Mobile RIMS and RIMS, Officer Field Reporting (OFR), and E-Citation will allow officers to complete case reports, incident notes, accident reports and citations from start to finish — all from the officer's mobile computer without the need to work in a shared squad room with shared computer equipment, thereby reducing the opportunity for transmission of the COVID-19 virus. Staff shall solicit bids to contract with a qualified provider of MDTs to procure 19 units as well as the necessary software, training, and annual support., and

WHEREAS, the provision of police, fire, and other safety services are eligible expenses under ARPA guidance for Public Health.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby encumbers ARPA funds for the purchase of mobile data terminals, related software, licensing, and training for the police department in an estimated amount of \$201,830. Upon solicitation of bids, the amount may require adjustment and final approval through a budget amendment Resolution.

PASSED, APPROVED AND ADOPTED ON THIS 17th DAY OF AUGUST, 2021.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

RESOLUTION 2021-14

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT TO CONTRACT WITH A CONSULTING FIRM TO PERFORM A SALARY STUDY

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

WHEREAS, such funds are to be used in accordance with the guidelines of the Act, and

WHEREAS, the City of Cody has received the first tranche in the amount of \$848,807.14 on June 25, 2021, and

WHEREAS, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

WHEREAS, the last salary study was completed in late 2017-early 2018 with implementation in July 2018. It is recommended that salary studies be completed every five years. With the revenue uncertainty over the last year a salary study was not proposed in the FY21-22 budget. Staff shall contract with a consultant to perform a new salary study in January 2022 with implementation of the approved recommendations in July 2023, and

WHEREAS, under the Interim Final Rule, municipalities can spend revenue replacement funds on a variety of government services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby encumbers ARPA funds for the contracting with a consultant to perform a salary study in an estimated amount of \$27,500. Upon solicitation of bids, the amount may require adjustment and final approval through a budget amendment Resolution.

PASSED, APPROVED AND ADOPTED ON THIS 17th DAY OF AUGUST, 2021.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

MEETING DATE: AUGUST 17, 2021

DEPARTMENT: FINANCE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Resolution 2021-15 Budget Amendment

ACTION TO BE TAKEN:

Approve the Resolution amending the FY21-22 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY21-22 on June 16, 2021. Per State Statute, budgets may be amended through Resolution by the City Council. This budget amendment request includes carry overs of unexpended previously appropriated funds and adjustments to budgeted revenue and expenses for FY21-22.

Near the end of each fiscal year budget to actuals are reviewed to determine if a final budget amendment is needed. Often, there are projects that were developed mid-year that were not included in the original budget, project and equipment bids may be higher than budgeted, and other operational changes occur that will affect the budget. The following is a summary of the amendments by Fund/Department. A detailed list of amendments is attached.

Fund/Department	Expenses	Revenue
General Fund	\$ 293,349	\$ 142,438
Aquatics	\$ 472	
City Facilities	\$ 1,887	
Community Development	\$ 3,538	
General Government	\$ 12,770	
Police	\$ 118,262	\$ 85,592
Public Works	\$ 148,159	\$ 50,000
Recreation	\$ 8,261	\$ 6,846
Specific Purpose Tax Fund	\$ 780,998	\$ 2,222
Public Works	\$ 373,022	\$ 2,222
Wastewater	\$ 407,976	
Solid Waste Fund	\$ 129,483	
Water Fund	\$ 973,463	\$ 610,472
Wastewater Fund	\$ 454,309	\$ 383,497
Electric Fund	\$ 117,788	
Grand Total	\$ 2,749,390	\$ 1,138,629

FISCAL IMPACT

General Fund – decrease to cash \$150,911

Specific Purpose Tax Fund – decrease to cash \$778,776

Solid Waste Fund – decrease to cash \$129,483

Water Fund – decrease to cash \$362,991

Wastewater Fund – 70,812

Electric Fund – decrease to cash \$117,788

ATTACHMENTS

1. Resolution 2021-15
2. Amendment Details

AGENDA ITEM NO. _____

RESOLUTION 2021-15

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2021-2022

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2021-2022 was duly adopted by the City of Cody with Ordinance No 2021-03 on June 16, 2021 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, Amendment Number 1 is authorized by the City of Cody Council:

	Original Budget	Amendment 1 08/21	Amended Budget
REVENUES			
General Fund	\$9,339,025	\$142,438	\$9,481,463
Vehicle Replacement Fund	\$977,046		\$977,046
Cody Public Arts Fund	\$0		\$0
Specific Purpose Tax Fund	\$180,000	\$2,222	\$182,222
Solid Waste Fund	\$2,413,260		\$2,413,260
Water Fund	\$3,436,074	\$610,472	\$4,046,546
Wastewater Fund	\$1,266,852	\$383,497	\$1,650,349
Electric Fund	\$12,590,231		\$12,590,231
TOTAL REVENUE	\$30,202,488	\$1,138,629	\$31,341,117
EXPENSES			
General Fund	\$10,182,554	\$293,349	\$10,475,903
Vehicle Replacement Fund	\$548,672		\$548,672
Cody Public Arts Fund	\$150		\$150
Specific Purpose Tax Fund	\$334,240	\$780,998	\$1,115,238
Solid Waste Fund	\$2,911,186	\$129,483	\$3,040,669
Water Fund	\$3,954,606	\$973,463	\$4,928,069
Wastewater Fund	\$1,925,684	\$454,309	\$2,379,993
Electric Fund	\$12,616,605	\$117,788	\$12,734,393
TOTAL EXPENSES	\$32,473,697	\$2,749,390	\$35,223,087

PASSED, APPROVED AND ADOPTED THE 17th DAY OF AUGUST 2021

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Budget Carry Overs and Amendments
Amendment 1 2021.08

GL Account	Fund	Dept	Type	DR	CR	Comments
10-62-001-530-009	10	Aquatics	Expense	\$ 472		Add budget for lease accounting software upgrade
10-42-001-530-009	10	City Facilities	Expense	\$ 1,887		Add budget for lease accounting software upgrade
10-51-001-530-009	10	Community Development	Expense	\$ 3,538		Add budget for lease accounting software upgrade
55-74-007-530-009	55	Electric	Expense	\$ 193		Add budget for Manager Plus software that was missed during the budgt process
55-74-066-552-028	55	Electric	Expense	\$ 18,143		Add budget for new project - YRA GA hanger development project
55-74-066-552-029	55	Electric	Expense	\$ 6,294		Add budget for new project - Frost Construction building on Beacon Hill Rd
55-74-066-552-030	55	Electric	Expense	\$ 8,486		Add budget for new project - Hordichok Subdivision
55-74-066-552-005	55	Electric	Expense	\$ 4,012		Carry over unspent budget for materials on order but not received by fiscal year end
55-74-700-594-091	55	Electric	Expense	\$ 13,395		Carry over budget for tilt trailer that must be re-bid to the withdrawal of the previous high bidder
55-74-066-551-011	55	Electric	Expense	\$ 4,040		Carry over unspent budget for materials on order but not received by fiscal year end
55-74-066-551-010	55	Electric	Expense	\$ 37,935		Carry over unspent budget for materials on order but not received by fiscal year end
55-74-066-552-021	55	Electric	Expense	\$ 18,639		Carry over unspent budget for the Conifer Lane electric line project not completed in FY20-21
55-74-066-530-025	55	Electric	Expense	\$ 5,000		Carry over unspent budget for tree trimming that could not be completed in FY20-21
55-74-001-530-006	55	Electric	Expense	\$ 1,651		Add budget for lease accounting software upgrade
10-21-003-530-009	10	General Government	Expense	\$ 12,298		Add budget for final year of Granicus contract that could not be cancelled.
10-21-001-530-009	10	General Government	Expense	\$ 472		Add budget for lease accounting software upgrade
10-31-002-513-004	10	Police	Expense	\$ 1,250		Add budget for police department awards and recognition line item that was missed during the budget process

Budget Carry Overs and Amendments
Amendment 1 2021.08

GL Account	Fund	Dept	Type	DR	CR	Comments
10-31-018-550-021	10	Police	Expense	\$ 1,165		Carry over budget amount for uniforms and duty gear on back order
10-31-018-550-005	10	Police	Expense	\$ 503		Carry over budget for less lethal ammunition that arrived after the FY end
10-31-018-550-020	10	Police	Expense	\$ 3,685		Carry over unspent budget for less lethal ammunition that arrived after the FY end
10-31-019-550-005	10	Police	Expense	\$ 524		Carry over unspent budget for pepperball launchers not purchased in FY20-21
10-31-018-550-021	10	Police	Expense	\$ 2,000		Carry over unspent budget for replacement duty gear not purchased in FY20-21
10-31-018-513-002	10	Police	Expense	\$ 5,000		Carry over unspent budget for cancelled and rescheduled trainings
10-31-020-550-006	10	Police	Expense	\$ 18,543		Carry over unspent budget for the evidence room remodel that was not completed in FY20-21
10-31-700-594-051	10	Police	Expense	\$ 85,592		Carry over remaining grant project expense for the Homeland Security bomb unit
10-30-700-494-051	10	Police	Revenue		\$ 85,592	Carry over remaining grant project revenue for the Homeland Security bomb unit
10-52-007-530-009	10	Public Works	Expense	\$ 211		Add budget for Manager Plus software that was missed during the budgt process
10-52-047-520-009	10	Public Works	Expense	\$ 41,734		Carry over unspent budget for curb, gutter, and sidewalk repairs not completed in FY20-21
10-52-047-520-010	10	Public Works	Expense	\$ 28,261		Carry over unspent budget for paving and patching work not completed in FY20-21
10-52-048-520-018	10	Public Works	Expense	\$ 1,170		Carry over unspent budget for sign replacements that were not completed in FY20-21
10-52-047-530-014	10	Public Works	Expense	\$ 11,104		Carry over unspent budget for street inspections not completed in FY20-21
10-52-007-551-001	10	Public Works	Expense	\$ 2,000		Carry over unspent budget for vehicle maintenance laptop that was not purchased in FY20-21

Budget Carry Overs and Amendments
Amendment 1 2021.08

GL Account	Fund	Dept	Type	DR	CR	Comments
39-52-700-596-208	39	Public Works	Expense	\$ 109,160		Carry over unspent budget for chip sealing that was not completed in FY20-21
39-52-700-596-215	39	Public Works	Expense	\$ 11,450		Carry over unspent budget for LEC parking lot chip seal that will be completed in Aug/Sept 2021
39-52-700-596-200	39	Public Works	Expense	\$ 227,778		Carry over unspent budget for 2020 sidewalk/ada ramp grant project not completed in FY20-21
39-50-700-496-200	39	Public Works	Revenue		\$ 2,222	Carry over additional expected grant reimbursement for the 2020 sidewalk/ada ramp project
39-52-700-596-210	39	Public Works	Expense	\$ 24,634		Carry over unspent budget for Demaris St overlay project not completed in FY20-21
10-52-001-530-009	10	Public Works	Expense	\$ 1,179		Add budget for lease accounting software upgrade
New	10	Public Works	Expense	\$ 62,500		Award of the WYDOT Big Horn Ave Study grant
New	10	Public Works	Revenue		\$ 50,000	Award of the WYDOT Big Horn Ave Study grant
10-61-001-530-009	10	Recreation	Expense	\$ 1,415		Add budget for lease accounting software upgrade
10-60-068-470-006	10	Recreation	Revenue		\$ 4,346	Award of the Wyoming Arts Council grant for Concerts in the Park
10-60-068-470-014	10	Recreation	Revenue		\$ 2,500	Award of the Wyoming Cultural Trust grant for Concerts in the Park
10-61-068-570-006	10	Recreation	Expense	\$ 4,346		Award of the Wyoming Arts Council grant for Concerts in the Park
10-61-068-570-014	10	Recreation	Expense	\$ 2,500		Award of the Wyoming Cultural Trust grant for Concerts in the Park
52-71-051-551-012	52	Solid Waste	Expense	\$ 5,000		Carry over unspent budget for sanitation yard grading not completed in FY20-21
52-71-052-551-012	52	Solid Waste	Expense	\$ 12,325		Carry over unspent budget for solid waste yard paving not completed in FY20-21
52-71-700-594-094	52	Solid Waste	Expense	\$ 34,158		Carry over unspent budget for roll out replacements not purchased in FY20-21
54-73-700-596-190	54	Wastewater	Expense	\$ 293,742		Carry over remaining unspent loan budget for WWTF phase 2 project
54-73-700-596-189	54	Wastewater	Expense	\$ 89,755		Carry over remaining unspent grant budget for WWTF phase 2 project
54-73-700-596-191	54	Wastewater	Expense	\$ 24,479		Carry over remaining unspent WWTF project budget
39-73-700-596-191	39	Wastewater	Expense	\$ 407,976		Carry over remaining unspent WWTF project budget
54-73-062-520-013	54	Wastewater	Expense	\$ 34,204		Carry over unspent budget for wastewater repairs not completed in FY20-21

Budget Carry Overs and Amendments
Amendment 1 2021.08

GL Account	Fund	Dept	Type	DR	CR	Comments
54-73-700-596-207	54	Wastewater	Expense	\$ 11,657		Carry over unspent budget for the Belfry Hwy sewer line extension not completed in FY20-21
54-73-001-530-006	54	Wastewater	Expense	\$ 472		Add budget for lease accounting software upgrade
54-70-700-496-190	54	Wastewater	Revenue		\$ 293,742	Add budget for remaining loan proceeds expected for the WWTF phase 2 project
54-70-700-496-189	54	Wastewater	Revenue		\$ 89,755	Add budget for remaining grant proceeds expected for the WWTF phase 2 project
53-72-059-520-012	53	Water	Expense	\$ 3,312		Carry over unspent budget for treated water repairs not completed in FY20-21
53-72-060-520-012	53	Water	Expense	\$ 28,277		Carry over unspent budget for raw water repairs not completed in FY20-21
53-72-700-596-206	53	Water	Expense	\$ 29,307		Carry over unspent budget for the 17th St RW crossing not completed in FY20-21
53-72-700-596-177	53	Water	Expense	\$ 610,472		Carry over unspent budget for the grant funded portion of the water tank project not completed in FY20-21
53-72-700-596-176	53	Water	Expense	\$ 300,680		Carry over unspent budget for the match portion of the water tank project not completed in FY20-21
53-72-001-530-009	53	Water	Expense	\$ 1,415		Add budget for lease accounting software upgrade
53-70-700-496-177	53	Water	Revenue		\$ 610,472	Add budget for remaining grant proceeds expected for the Beacon Hill water tank project
New	52	Public Works	Expense	\$ 51,000		Add budget for 29th Street pathway project. Funding: \$24,000 open space reserve, \$27,000 subdivision development fees
New	52	Public Works	Expense	\$ 27,000		Add budget for Pintail Ave - C St gravel street paving. Funding: \$3,000 open space reserve, \$24,000 subdivision development fees
				\$ 2,749,390	\$ 1,138,629	

MEETING DATE: AUGUST 17, 2021

DEPARTMENT: PUBLIC WORKS – WATER

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

PREPARED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Award of Bid No. 2021-08 for the YRA Treated Waterline Replacement Project

ACTION TO BE TAKEN

Consider Award of Bid No. 2021-08 for the YRA Treated Waterline Replacement Project to Harris Trucking and Construction Company in the amount of \$164,162.50, and authorize the Mayor to sign the Notice of Award, Agreement between Owner and Contractor, and all associated contract documents.

SUMMARY OF INFORMATION

The YRA Treated Waterline Replacement Project was advertised for public bidding in the Cody Enterprise on July 15, July 22, and July 29, 2021, and bids were received by the City and publicly opened on August 5, 2021. One (1) bid was received for the project and the City's engineering consultant, Engineering Associates (EA), has checked and tabulated the bid received and reviewed the documents required for submittal with all bids. As summarized in the attached email, EA has determined that Harris Trucking and Construction Company (HTC) is the responsive low bidder and is recommending that the project be awarded to HTC.

It is requested that the Mayor sign and execute the Notice of Award (NOA) for the project, and the executed NOA and the blank Agreement between Owner and Contractor will then be sent to HTC. Upon receipt of the necessary documents from HTC (performance bond, insurance documents, and Agreement signed by the contractor), the Mayor will then sign and execute the Agreement between Owner and Contractor. It is anticipated that the Notice to Proceed will be provided to HTC around or before September 20, 2021, and that work on the project will begin shortly after that. The specific details of the construction schedule will be determined through meetings and discussion with EA and HTC, and it is anticipated that all construction will be complete around or before October 29, 2021, based on the number of working days defined in the Agreement.

City Council approval and signature(s) by the Mayor will be subject to final approval of all associated contract documents by the City Attorney.

FISCAL IMPACT

This YRA Treated Waterline Replacement Project is included in the FY 2022 Budget and is funded through the Water Enterprise Fund in the total amount of \$225,722 for all design and construction. The bid received from HTC is anticipated to allow the project to be completed within budget.

ATTACHMENTS

1. Email of Recommendation from Engineering Associates
2. Bid Tabulation of bid received and Engineer's Estimate of Probable Construction Costs
3. Notice of Award to Harris Trucking and Construction Company (for Mayor's signature)
4. Agreement between Owner and Contractor (for Mayor's signature at a later date)

AGENDA ITEM NO. _____

City of Cody - YRA Treated Waterline Replacement - 2021

Phillip Bowman <pbowman@cityofcody.com>
Draft

Wed, Aug 11, 2021 at 6:13 PM

From: **Ian Sporkin-Morrison** <lanSM@eaengineers.com>
Date: Thu, Aug 5, 2021 at 4:06 PM
Subject: City of Cody - YRA Treated Waterline Replacement - 2021
To: Phillip Bowman (pbowman@cityofcody.com) <pbowman@cityofcody.com>
Cc: Rob Overfield <RobertOv@eaengineers.com>

Phillip,

It is our recommendation to award the contract to Harris Trucking & Construction. Attached is the signed bid tabulation and the notice of award to be executed as requested.

Thanks,
Ian

Ian K. Sporkin-Morrison, PE (WY)
902 13th Street | P.O. Box 1900 | Cody, WY 82414
Office: 307-587-4911 | Direct: 307-213-1675 | Fax: 307-587-2596
lanSM@EAengineers.com<mailto:lanSM@EAengineers.com> | <http://www.EAengineers.com/><http://www.eaengineers.com/>
[cid:image001.jpg@01D78A13.94BFF9E0]
[facebook 25]<<https://www.facebook.com/Engineering-Associates-156250114415096/timeline>>
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5 attachments

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12K



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 bid schedule_SIGNED.pdf
1819K

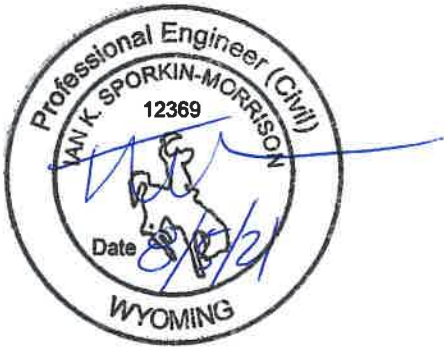
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OWNER: CITY OF CODY, WYOMING
PROJECT: YRA TREATED WATERLINE REPLACEMENT - 2021
JOB NO. 21014
BID DATE: August 5, 2021

*20% CONTINGENCY ADDED TO ENGINEER'S UNIT PRICES
FOR COVID IMPACTS TO SUPPLY CHAIN*

BID TABULATION - REV. 08/10/2021

ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	ENGINEER'S ESTIMATED		HARRIS TRUCKING	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$10,800.00	\$10,800.00	\$15,565.00	\$15,565.00
2	TRAFFIC CONTROL	LS	1	\$2,400.00	\$2,400.00	\$8,675.00	\$8,675.00
3	MAP BURIED UTILITY	EA	39	\$240.00	\$9,360.00	\$103.00	\$4,017.00
4	GENERAL STORM WATER PERMIT - CONSTRUCTION	LS	1	\$1,200.00	\$1,200.00	\$5,875.00	\$5,875.00
5	WHEEL OR SAW CUT ASPHALT	LF	274	\$1.80	\$493.20	\$2.00	\$548.00
6	ASPHALT REMOVAL	SY	304	\$3.00	\$912.00	\$3.00	\$912.00
7	CLEAR & GRUB	AC	0.5	\$4,800.00	\$2,400.00	\$770.00	\$385.00
8	TRENCH EXCAVATION & BACKFILL (4-10 FT)	LF	849	\$12.60	\$10,697.40	\$32.50	\$27,592.50
9	COMPACTED BACKFILL TYPE 2 (4-10 FT)	LF	849	\$7.20	\$6,112.80	\$2.50	\$2,122.50
10	PERMANENT SURFACING ASPHALT PAVEMENT - 3 INCH DEPTH	SY	193	\$43.80	\$8,453.40	\$36.00	\$6,948.00
11	CEMENT-TREATED BACKFILL TYPE 2	CY	20	\$72.00	\$1,440.00	\$98.00	\$1,960.00
12	CROSS UNDER BURIED UTILITY	EA	36	\$360.00	\$12,960.00	\$240.00	\$8,640.00
13	PIT RUN, 3-INCH MINUS	CY	200	\$24.00	\$4,800.00	\$28.00	\$5,600.00
14	CRUSHED BASE, GRADE W	CY	105	\$26.40	\$2,772.00	\$42.00	\$4,410.00
15	ASPHALT MILLINGS	CY	11	\$36.00	\$396.00	\$35.00	\$385.00
16	8"X8"x8" MJ DI TEE	EA	1	\$570.00	\$570.00	\$860.00	\$860.00
17	8" MJ DI 11.250 ELBOW	EA	3	\$366.00	\$1,098.00	\$350.00	\$1,050.00
18	8" MJ DI 22.50 ELBOW	EA	2	\$366.00	\$732.00	\$360.00	\$720.00
19	8" MJ DI 450 ELBOW	EA	2	\$366.00	\$732.00	\$270.00	\$540.00
20	8" PVC C900 CLASS 235 DR18 WATER PIPE	LF	674	\$31.20	\$21,028.80	\$22.00	\$14,828.00
21	8" MJ GATE VALVE	EA	4	\$1,980.00	\$7,920.00	\$2,014.00	\$8,056.00
22	8" MJ JOINT RESTRAINT	EA	35	\$162.00	\$5,670.00	\$165.00	\$5,775.00
23	8"X4"x8" MJ DI TEE	EA	1	\$570.00	\$570.00	\$462.00	\$462.00
24	8"X6"x8" MJ DI TEE	EA	1	\$570.00	\$570.00	\$495.00	\$495.00
25	4" MJ JOINT RESTRAINT	EA	1	\$132.00	\$132.00	\$150.00	\$150.00
26	4" PVC C900 CLASS 235 DR18 WATER PIPE	LF	38	\$24.00	\$912.00	\$20.00	\$760.00
27	6" FIRE HYDRANT ASSEMBLY	EA	1	\$6,600.00	\$6,600.00	\$5,775.00	\$5,775.00
28	ANCHOR BLOCK, 8" VALVES	EA	4	\$198.00	\$792.00	\$100.00	\$400.00
29	GATE VALVE SURFACE PAD; 4" & 8" VALVES	EA	5	\$174.00	\$870.00	\$197.00	\$985.00



OWNER: CITY OF CODY, WYOMING
PROJECT: YRA TREATED WATERLINE REPLACEMENT - 2021
JOB NO. 21014
BID DATE: August 5, 2021

*20% CONTINGENCY ADDED TO ENGINEER'S UNIT PRICES
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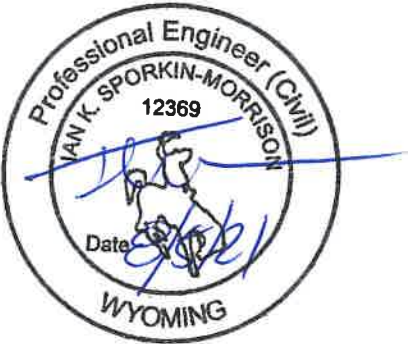
BID TABULATION - REV. 08/10/2021

ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	ENGINEER'S ESTIMATED		HARRIS TRUCKING	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
30	1" SERVICE LINE RECONNECTION	EA	9	\$876.00	\$7,884.00	\$565.00	\$5,085.00
31	1" CORPORATION STOP	EA	9	\$84.00	\$756.00	\$171.00	\$1,539.00
32	1" CURB STOP AND BOX W/ SURFACE PAD	EA	7	\$648.00	\$4,536.00	\$1,060.00	\$7,420.00
33	1" SERVICE SADDLE FOR 8-INCH WATER LINE	EA	9	\$168.00	\$1,512.00	\$276.00	\$2,484.00
34	1" WATER SERVICE LINE	LF	248	\$24.00	\$5,952.00	\$11.00	\$2,728.00
35	DISINFECT 8" DIAMETER PIPE - WATER LINE	LF	674	\$2.10	\$1,415.40	\$2.75	\$1,853.50
BASE BID:				SUBTOTAL =		\$145,449.00	
						\$155,600.50	

BID ALTERNATE A:

A-1	WHEEL OR SAW CUT ASPHALT	LF	100	\$1.80	\$180.00	\$2.00	\$200.00
A-2	ASPHALT REMOVAL	SY	111	\$3.00	\$333.00	\$3.00	\$333.00
A-3	TRENCH EXCAVATION & BACKFILL (4-10 FT)	LF	55	\$12.60	\$693.00	\$33.00	\$1,815.00
A-4	COMPACTED BACKFILL TYPE 2 (4-10 FT)	LF	55	\$7.20	\$396.00	\$2.50	\$137.50
A-5	PERMANENT SURFACING ASPHALT PAVEMENT - 4 INCH DEPTH	SY	111	\$60.00	\$6,660.00	\$37.50	\$4,162.50
A-6	57 ROCK	CY	16	\$24.00	\$384.00	\$19.00	\$304.00
A-8	PIT RUN, 3-INCH MINUS	CY	34	\$24.00	\$816.00	\$35.00	\$1,190.00
A-7	CRUSHED BASE, GRADE W	CY	10	\$26.40	\$264.00	\$42.00	\$420.00
BID ALTERNATE A:				SUBTOTAL =		\$9,726.00	
BASE BID + BID ALTERNATE A:						\$8,562.00	
						\$155,175.00	
						\$164,162.50	

B-1	JACKED/BORED 16" DIA CASING FOR 8" DIA PVC WATER PIPE	LF	55	\$612.00	\$33,660.00	\$987.00	\$54,285.00
BID ALTERNATE B:				SUBTOTAL =		\$33,660.00	
BASE BID + BID ALTERNATE B:						\$54,285.00	
						\$179,109.00	
						\$209,885.50	



NOTICE OF AWARD

Date of Issuance: August 18, 2021

Owner: City of Cody, Wyoming

Owner's Project No.: 2021-08

Engineer: Engineering Associates

Engineer's Project No.: 21014.00

Project: YRA Treated Waterline Replacement - 2021

Contract Name:

Bidder: Harris Trucking & Construction Co

Bidder's Address: PO Box 296, Cody, WY 82414

You are notified that Owner has accepted your Bid dated August 5, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Installation of 674 LF of 8-inch treated waterline to replace existing 6-inch DIP, with appurtenances.

The Contract Price of the awarded Contract is \$164,162.50. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement (C-520), Payment and Performance Bonds (C-610 and C-615), and covers of the Project Manual and Drawings accompany this Notice of Award. A copy of the Contract Documents has been made available to Bidder electronically as well.

Three (3) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 days of the date of receipt of this Notice of Award, that is by September 17th, 2021:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement, three (3) copies of the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Certificates of Insurance
 - b. Statement from Wyoming Employment Security Commission
 - c. Statement from Wyoming Division of Worker's Safety and Compensation

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Cody, Wyoming**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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

This Agreement is by and between City of Cody, Wyoming ("Owner") and Harris Trucking & Construction Co. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—THE PROJECT

2.01 The Project Name, of which the Work under the Contract Documents is a part, is as follows:

YRA Treated Waterline Replacement - 2021

ARTICLE 2—ENGINEER

2.01 The Owner has retained ENGINEERING ASSOCIATES ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.02 The part of the Project that pertains to the Work has been designed by ENGINEERING ASSOCIATES of 902 13th Street, Cody, WY 82414. (307-587-4911)

ARTICLE 3—CONTRACT TIMES

3.01 *Time is 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 *Contract Times: Days*

A. The Work will be substantially complete within 25 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 working days after the date when the Contract Times commence to run.

3.03 ~~Milestones~~

A. ~~Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

3.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$700.00 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each working day that expires after such time until the Work is completed and ready for final payment.
 3. ~~*Milestones:* Contractor shall pay Owner \$[number] for each [working] [calendar] day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

3.05 *Special Damages*

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

ARTICLE 4—CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. 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 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 6 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement (pages 00520-1 to 00520-8, inclusive).
 2. Bonds:
 - a. Performance bond (together with power of attorney) (pages 00610-1 to 00610-4, inclusive).
 - b. Payment bond (together with power of attorney) (pages 00615-1 to 00615-4, inclusive).
 3. General Conditions (pages 00700-1 to 00700-71, inclusive).
 4. Supplementary Conditions (pages 00800-1 to 00800-15, inclusive).
 5. Specifications as listed in the table of contents of the project manual.
 6. See Drawings listed in Project Manual on Page 00850-1 to 00850-6, inclusive.
 7. Addenda (numbers 00990-1 to 00990-XX, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Exhibit A (pages 00410-1 to 00410-10, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 4, inclusive).
 - c. Documentation submitted by Contractor after Notice of Award – Exhibit B – i) Letter of Good Standing from the Wyoming Department of Employment and ii) Letter of Good Standing from the Wyoming Workers Compensation Department **and iii) Proof of Extraterritorial Coverage** and iii) Certificates of Insurance.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed (pages 00550-1, inclusive).
 - b. Work Change Directives (pages 00940-01 to 00940-XX, inclusive).
 - c. Change Orders (pages 0041-1 to 0941-XX, inclusive).
 - d. Field Orders (pages 00942-1 to 00942-XXx, inclusive).
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 6.01.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 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. 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.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

7.02 *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 8.02:
 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.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

7.04 *Assignment of Contract*

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

7.05 *Successors and Assigns*

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

7.06 *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.

7.06 *Wyoming Laborers*

- A. Contractor, by signing this Agreement, acknowledges the requirements of Wyoming Statute 16-6-203 to hire only Wyoming Laborers on this project. If Wyoming Laborers are not available, or not qualified, to perform the work involved, other laborers may be used. Contractor shall provide certification from the nearest Wyoming Workforce Center to substantiate unavailability. A Contractor's Affidavit of Project Payroll Reporting will be required before Final Payment will be made.

MEETING DATE: AUGUST 17, 2021

DEPARTMENT: PUBLIC WORKS - WATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Approval of Amendment No. 4 to the Professional Services Agreement with T-O Engineers for the Beacon Hill Water Tank and Water Main Extension Project

ACTION TO BE TAKEN

Consider Approval of Amendment No. 4 to the Professional Services Agreement with T-O Engineers, and authorize the Mayor to sign all associated documents.

SUMMARY OF INFORMATION

The City of Cody has an existing Professional Services Agreement in place with T-O Engineers for the planning, design, and construction administration of the Beacon Hill Water Tank and Water Main Extension Project in the original amount of \$374,000. During the course of design and construction on the project, the City has approved Amendments No. 1 through 3 to bring the Agreement value to the current amount of \$411,940. Change Orders with the project's general contractor, Harris Trucking and Construction Company (HTC) have also been approved to allow additional work time on the project due to changes in site conditions, and material availability delays caused by the pandemic in 2020 and early 2021. The project currently has a scheduled substantial completion date of August 23, 2021, and a final completion date of September 6, 2021. Based on City Staff and T-O Engineers understanding of the remaining work yet to be completed it is anticipated that the project will finish later than the contract dates.

Amendment No. 4 to the Professional Services Agreement provides additional budget for T-O Engineers to perform continued Construction Administration, Construction Inspection, and Surveying for the project given the later completion dates. T-O Engineers was able to perform these tasks up to this point through careful management of their original Agreement amounts even though the construction time period has more than doubled. The time and cost for these activities has been estimated based on an assumed completion date in late October 2021, and if the project is completed earlier the approved Amendment amount will not be fully billed. The total amount of Amendment No. 4 is \$37,630, and is broken down into \$12,330 for Construction Administration, \$24,120 for Construction Inspection, and \$1,180 for Surveying. Approval of Amendment No. 4 will increase the total Agreement amount to \$449,570.

City Council approval of Amendment No. 4 will be subject to final approval of all associated documents by the City Attorney prior to signature by the Mayor.

AGENDA ITEM NO. _____

FISCAL IMPACT

The Professional Services Agreement with T-O Engineers is currently approved for an amount of \$411,940. Amendment No. 4 will increase the Construction Administration, Construction Inspection, and Surveying task budgets by a total of \$37,630, bringing the updated Agreement amount to \$449,570. The overall project budget has been previously approved with the FY 2022 Budget, and the additional cost of Amendment No. 4 will be paid for by the Water Enterprise Fund. The current project budget is considered adequate to fund the updated Agreement amount, but a Budget Amendment may be necessary at a later date utilizing Water Enterprise Fund reserves.

ATTACHMENTS

1. Cover Letter from T-O Engineers
2. Amendment No. 4 to Standard Form Agreement Between Owner and Engineer for Professional Services (with Exhibit 1 and Exhibit C)

AGENDA & SUMMARY REPORT TO:

None.

AGENDA ITEM NO. _____

DATE: 07/27/2021

Phillip Bowman, P.E.
City of Cody Public Works Director
PO Box 2200
Cody, WY 82414

RE: Beacon Hill Water Tank and Water Main Extension Project-Amendment #4

Dear Phillip,

As previously discussed, T-O Engineers have determined that we have insufficient budget left to complete the construction phases for the City of Cody Beacon Hill Water Tank and Water Main Extension Project. This is due to an overall increase in working days in the construction schedule and unforeseen conflicts or issues during various parts of the construction.

We ask that you please review and consider the attached Contract Amendment #4 for the Cody Water Tank Beacon Hill Water Tank and Water Main Extension Project. In this amendment, we request additional budget to complete the construction administration, construction inspection, and construction staking portion of the project. We calculated the estimated budget needed referencing the most current construction schedule provided by the contractor and by the assumptions as identified on the last page of Attached Exhibit 1 of Amendment No. 4. We also estimated the possibly costs for liquidated damages based on the same schedule and assumptions on the same page. We want to request the total amount estimated in this amendment, with the understanding that we will only charge for what we end up using. We understand that we will keep liquidated damages cost separate from our contract. We only provided liquidated damages estimates for budgetary and information purposes only for the City of Cody. Please let us know if you have any questions or comments with the attached Amendment #4. We appreciate working with the City of Cody and their consideration of the attached Contract Amendment.

Sincerely,
T-O Engineers



Quentin Johler, P.E., Project Manager

Attachments:

Beacon Hill Water Tank-Amendment No.4-Signed

AMENDMENT NO. 4

To Standard Form of Agreement Between Owner and Engineer
for Professional Services

This Amendment No. 4 is made as of _____, _____ by and between the City of Cody ("OWNER"), and T-O Engineers ("ENGINEER") and forms a part of that certain Standard Form of Agreement between OWNER and ENGINEER with respect to engineering services dated as of July 21, 2017 (the "AGREEMENT").

WHEREAS, the AGREEMENT is intended for the Design and Construction services for the Beacon Hill Water Storage Tank, SMP Connection, and Water Main Extension Project.

WHEREAS, this Amendment No. 4 is intended to adjust the scope of services to account for changes in the extended construction schedule for the Beacon Hill Water Storage Tank, SMP Connection, and Water Main Extension Project is needed and

WHEREAS, OWNER and ENGINEER wish to amend the Agreement to accommodate the above conditions and to incorporate other mutually acceptable changes,

NOW, THEREFORE, OWNER and ENGINEER hereby agree that the Agreement is hereby amended as follows:

- A. Exhibit A, "ENGINEER's Services," – See attached Exhibit 1 to Amendment No. 4
Appendix 1 to Exhibit A, – Not used
- B. Exhibit B, "OWNER's Responsibilities," – No change from AGREEMENT
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," – Consisting of 4 pages
Appendix 1 to Exhibit C, – No change from AGREEMENT
Appendix 2 to Exhibit C, – No change from AGREEMENT
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," – No change from AGREEMENT
- E. Exhibit E, "Notice of Acceptability of Work," – Not used
- F. Exhibit F, "Construction Cost Limit," – Not used
- G. Exhibit G, "Insurance," – No Change from Amendment No. 1
- H. Exhibit H, "Dispute Resolution" – No change from AGREEMENT
- I. Exhibit I, "Allocation of Risk" – Not used
- J. Exhibit J, "Special Provisions," – No change from AGREEMENT

All provisions of the AGREEMENT except those which are explicitly changed above by this Amendment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 to be effective as of the date first above written.

OWNER: City of Cody, Wyoming

By: _____

Title: _____

Attest: _____

Title: _____

ENGINEER: T-O Engineers

By:  _____

Title: Cody Office Mgr / COO

Attest: _____

Title: Project Manager

City of Cody
Beacon Hill Water Storage Tank, SMP
Connection, & Water Main Extension Project



EXHIBIT 1 to Amendment No. 4

Background: Based on the last Change Order and Contract Amendment, it was decided to move the tank 40 ft. more into the hillside, then due to conflicts in the construction and schedule, it was determined to have a winter shutdown and complete the work in the spring, and currently due to difficulties it is expected that the construction will not meet the substantial and final completion deadlines as outlined in the previous Change Order #4.

This Amendment No. 4 accounts for efforts needed to complete the project with the schedule being extended past previous expectations and for the additional unforeseen effort with the construction. This amendment also includes coordination with the City and Contractor, addressing construction issues. Lastly, this change order includes additional time and effort for construction services, including construction administration, construction observation, and surveying.

Exhibit A is modified as follows:

Add Section 6.8 – This task includes providing the necessary construction administration described in sections 6.1 thru 6.6 as necessary for the expected remaining duration of the project. This assumes that the project will be substantially complete by 9/15/2021 and have final completion by 10/15/2021. This information was based on the most recent schedule provided by the contractor.

Add Section 7.6- This task includes providing the necessary construction inspection services described in sections 7.1 thru 7.5 as necessary for the expected remaining duration of the project. This assumes that the project will be substantially complete by 9/15/2021 and have final completion by 10/15/2021. This information was based on the most recent schedule provided by the contractor.

Add Section 8.1.2-This task is to include two additional trips for construction staking if required for the project.

Exhibit C is modified as follows:

Remove Exhibit C (Amendment No. 3) in its entirety and replace it with the attached Exhibit C (Amendment No. 4).

Note: The revisions to Exhibit C include:

1. Section C2.01.A.1 – Compensation for Basic Services
Change amount from \$411,940 to \$449,570. The increase is services set forth in Exhibit A, Sections 6.8, 7.6 and 8.1.1

2. C2.06A – Total Compensation

Revised table to include \$12,330.00 in Section 6.0, \$24,120.00 in Section 7.0, and \$1,180.00 in section 8.0.

Exhibit 1 to Amendment No. 4

Additional Cost Calculations

Construction Administration

Task	Hours	Billing Rate	Cost	Notes
Weekly PM coordination and Site Visits to Substantial Completion	66	\$ 130.00	\$ 8,580.00	assume 11 week @ 6 hours per week
Weekly PM coordination and Site Visits from Sub. to Final Completion	15	\$ 130.00	\$ 1,950.00	assume 3 weeks @ 5 hours per week
Office Manager Coordination	8	\$ 225.00	\$ 1,800.00	assume 14 weeks @ 0.6 hours per week
Staff Engineer Office Work and Field Observation to Substantial Completion	242	\$ 90.00	\$ 21,780.00	assume 11 weeks @ 22 hours per week
Staff Engineer Office Work and Field Observation to Final Completion	26	\$ 90.00	\$ 2,340.00	assume 3 weeks @ 12 hours per week

Sub-Total: \$ 36,450.00

Construction Survey

Task	Hours	Billing Rate	Cost	Notes
2 trips (4 hrs. each)	8	\$ 80.00	\$ 640.00	one man crew; 2 trips @ 4 hrs. per trip (misc. staking)
office calcs/review	4	\$ 135.00	\$ 540.00	1 hour upload and 1 hour review per trip @ 2 trips

Sub-Total: \$ 1,180.00

TOTAL Estimate to Completion: \$ 37,630.00

Remaining Budget \$ 2,369.00

Requested Total Amount \$ 35,261.00

Estimated Costs for LDs \$ 25,500.00 (Used LD rates as specified in section 00500-2 of the contract)

Estimated Overall Costs to the City \$ 9,761.00

Liquidated Damages Calculation

Task	Days	Billing Rate	Cost	Notes
Estimated Liquidated Damages for Substantial Completion	15	\$ 700.00	\$ 10,500.00	3 Weeks assuming 5 working days a week @ \$700 per day
Estimated Liquidated Damages for Final Completion	15	\$ 1,000.00	\$ 15,000.00	3 Weeks assuming 5 working days a week @ \$1000 per day

Sub-Total: \$ 25,500.00

Notes and Assumptions

Starting Date for Addendum	7/1/2021
Remaining CA Budget after June Invoice	\$ 2,369.00
Estimated Substantial Completion Date	9/13/2021
Estimated Final Completion Date	10/4/2021
Weeks to Estimated Sub. Comp. Date	10.5714286
Weeks to Estimated Final Comp. Date	13.5714286
Contract Substantial Completion Date-C.O. #4	8/23/2021
Contract Final Completion Date-C.O. #4	9/6/2021
Possible LD days for Substantial Completion	21
Possible LD days for Final Completion	28

Assume substantial completion will be 3 weeks behind schedule
and final completion will be 3 weeks after the estimated substantial completion.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2017.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Standard Hourly Rates Method of Payment

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Paragraphs 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0 of Part 1 of Exhibit A by Standard Hourly Rates Method as follows:
1. An estimated amount of \$449,570.00.
 2. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 3. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 4. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
 7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.
 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier

charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment – Not used.*

C2.05 *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner.

C2.06 Summary of Consultant's Compensation

A. Total Compensation

Description of Service		Original Contract Amount	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No.4	Revised Contract Amount	Basis of Compensation
1.0	Preliminary Design Phase	\$25,000.00					\$25,000.00	Hourly Rates
2.0	Conceptual Design Phase	\$80,000.00					\$80,000.00	Hourly Rates
3.0	Community Involvement Phase	\$7,500.00					\$7,500.00	Hourly Rates
4.0	Final Design Phase	\$90,000.00	\$5,400.00	\$19,250.00			\$114,650.00	Hourly Rates
5.0	Bidding Phase	\$7,500.00		\$750.00			\$8,250.00	Hourly Rates
6.0	Construction Administration	\$45,000.00			\$4,360.00	\$12,330.00	\$61,690.00	Hourly Rates
7.0	Construction Inspection	\$75,000.00			\$7,320.00	\$24,120.00	\$106,440.00	Hourly Rates
8.0	Construction Surveying	\$15,000.00			\$860.00	\$1,180.00	\$17,040.00	Hourly Rates
9.0	Project Closeout	\$10,000.00					\$10,000.00	Hourly Rates
10.0	Land Acquisition Support	\$19,000.00					\$19,000.00	Hourly Rates
TOTAL COMPENSATION		\$374,000.00	\$5,400.00	\$20,000.00	\$12,540.00	\$37,630.00	\$449,570.00	

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

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

Owner:

City of Cody, Wyoming

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Matt Hall

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

PO Box 2200

Cody, Wyoming 82414

Designated Representative:

Name: Phillip M. Bowman, PE

(typed or printed)

Title: Public Works Director

(typed or printed)

Address:

PO Box 2200

Cody, Wyoming 82414

Phone: 307-527-7511

Email: pbowman@cityofcody.com

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

Contractor:

Harris Trucking & Construction Co.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

PO Box 296

Cody, WY 82414

Designated Representative:

Name: Sterling Christler

(typed or printed)

Title: General Manager

(typed or printed)

Address:

PO Box 296

Cody, WY 82414

Phone: 307-587-4511

Email: Schristler1@gmail.com

License No.: 80-054411

(where applicable)

State: Wyoming