

City Council Special Meeting Agenda

Date: 5-10-2022
Time: 5:30 p.m.
Location: City Hall Council Chambers

- | | | |
|--|--|--|
| <input type="checkbox"/> Mayor Matt Hall | <input type="checkbox"/> Heidi Rasmussen | <input type="checkbox"/> Administrative Services |
| <input type="checkbox"/> Justin Baily | <input type="checkbox"/> Emily Swett | Officer, Cindy Baker |
| <input type="checkbox"/> Diane Ballard | <input type="checkbox"/> City Administrator, Barry | <input type="checkbox"/> City Attorney, Scott |
| <input type="checkbox"/> Jerry Fritz | Cook | Kolpitcke |
| <input type="checkbox"/> Andrew Quick | | |

5:30 – Action Items:

Resolution 2022-12 Manufacture’s Off Premise Permit

Staff Reference: Cindy Baker, Administrative Services Officer

Resolution 2022-13 A Resolution Supporting the Amendment to the State Statute Regarding the Formula for Determining the Number of Bar & Grill Licenses Available.

Staff Reference: Cindy Baker, Administrative Services Officer

Resolution 2022-15 A Resolution Supporting an Amendment to the Statues Relating to the Distribution of Sales Tax

Staff Reference: Barry Cook, City Administrator

Ordinance 2022-04 – 2nd Reading

Staff Reference: Todd Stowell, City Planner

Consider Awarding Bid No 2022-03 for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project to Two Sisters Contracting, LLC in the amount of \$384,824.72 and authorize the Mayor to sign the Notice of Award, Agreement between the City of Cody and Contractor and all associated contract documents.

Staff Reference: Phillip Bowman, Public Works Director

Disclaimer: Times noted are an estimate in order to assist with keeping the agenda discussion on track and/or providing approximate time when an item will be discussed for those wanting to attend for that specific item

RESOLUTION 2022-12

**A RESOLUTION OF THE CITY OF CODY, WYOMING
ESTABLISHING A TYPE OF LICENSE AND PERMIT FEES
FOR MANUFACTURE'S OFF PREMISE PERMIT**

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming Pursuant to Wyoming Statutes title 12, the City may issue types of licenses and permits pertaining to alcoholic beverages and establish charges fees for licenses and permits, and

WHEREAS, W.S. 12-2-203(g)(ii) states that the licensing authority may charge a permit fee of not less than \$10 and not more than \$50 for a manufacturer's off-premise permit; and

WHEREAS, the Governing Body of the City of Cody, Wyoming finds that it is necessary to issue a 24-Hour Manufacture's Off Premise Permit and set a fee for said permits by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING hereby adopts the 24-Hour Manufacture's Permit and permit fee of Fifty Dollars (\$50.00) effective May 11, 2022 and will be in effect by Resolution until incorporated in Ordinance Title 3 Chapter 2, Section 14 – License Fees.

PASSED, APPROVED AND ADOPTED THIS 10th DAY OF MAY, 2022

Mayor Matt Hall

Attest:

Cindy Baker, Administrative Services Officer

RESOLUTION 2022-13

A RESOLUTION OF THE CITY OF CODY SUPPORTING THE AMENDMENT OF WYOMING STATUTE §12-4-413 REGARDING THE FORMULA FOR DETERMINING THE NUMBER OF BAR AND GRILL LICENSES AVAILABLE

WHEREAS, the Wyoming Association of Municipalities (WAM) has requested the Cities and Towns provide supportive resolution for topics and matters that they believe WAM should promote for the next legislative session; and

WHEREAS, the City of Cody is currently only eligible for 6 bar and grill licenses; and

WHEREAS, the Wyoming Statute §12-4-413(a)(b) provides:

The number of bar and grill liquor licenses for cities and towns shall be based on the following population formula:

(i) Not more than two (2) licenses in incorporated cities or towns of seven thousand five hundred (7,500) or less; and

(ii) Not more than six (6) licenses for population in incorporated cities between seven thousand five hundred one (7,501) and twenty thousand (20,000); and

(iii) Not more than ten (10) licenses for population in incorporated cities between twenty thousand one (20,001) and thirty thousand (30,000); and

(iv) Not more than one (1) additional license for each additional seven thousand five hundred (7,500) population in incorporated cities over thirty thousand (30,000).

WHEREAS, the above formula requires the City of Cody to reach 20,000 people before it gains an additional 4 licenses;

WHEREAS, the statutory formula fails to use an equitable formula for determining the number of licenses a municipality should have.

NOW THEREFORE BE IT RESOLVED By the Governing body of the City of Cody believes that the formula should allow for an additional bar and grill license by other reasonable means of distribution.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF JULY, 2021.

Wyoming Association of Municipalities

By: _____

WAM President, Matt Hall

RESOLUTION NO. 2022-15

**A RESOLUTION SUPPORTING AN AMENDMENT
TO THE STATUTES RELATING TO THE DISTRIBUTION
OF SALES TAX**

WHEREAS, Wyoming law, at W.S. 39-15-111(b) currently provides for the distribution of the sales tax revenues received by the State of Wyoming under W.S. 39-15-103 and W.S. 39-15-104; and

WHEREAS, 39-15-111(b) requires 69% of the sales tax revenues be credited to the State general fund, and that an additional 1% shall be deducted to cover administrative expenses; and

WHEREAS, the remaining balance of 30% is distributed to the counties, cities and towns in Wyoming pursuant to W.S. 39-15-111(b)(iii); and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase; and

WHEREAS, municipalities in Wyoming seek a more equitable distribution of the sales tax revenues collected by the state;

NOW, THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports legislation to request that the State of Wyoming amend W.S. 39-15-111 to provide for a distribution of sales tax revenue so that 50% is distributed to the state, and 50% is distributed to counties and municipalities.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2022.

Mayor Matt Hall

ATTEST: _____
Cynthia Baker, Clerk

ORDINANCE 2022-04

AN ORDINANCE REZONING 2302 AND 2310 MOUNTAIN VIEW DRIVE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO GENERAL BUSINESS (D-2).

WHEREAS, the City of Cody caused an advertisement to rezone 2302 and 2310 Mountain View Drive from Industrial (E) to General Business (D-2) to be published in the Cody Enterprise newspaper and mailed to neighboring properties within 140 feet;

WHEREAS, the Planning and Zoning Board held a property advertised public hearing and considered the request at their meeting on April 26, 2022; and,

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone the subject properties to General Business (D-2).

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

Section 1:

That the following described properties shall be and the same are hereby rezoned to General Business (D-2), as set forth in City of Cody Code Title 10.

That certain property identified as the “Adjusted Quin Blair Enterprises, Inc. Parcel” shown on Record of Survey for Boundary Line Adjustment recorded in Book M, Page 130, records of the Park County Wyoming Clerk and Recorder, which property is further described as follows:

LEGAL DESCRIPTION OF THE ADJUSTED QUIN BLAIR ENTERPRISES, INC. PARCEL

TRANSCRIBED FROM THE DEED RECORDED IN DOCUMENT NO 2016-706: A PARCEL BEGINNING AT THE NE CORNER OF THE SE1/4NE1/4 OF LOT 62, R.1.S., THEN W. 45', S. 179.47', W. 80', S. 58.53', E 60', S. 100', W. 60', S. 302', E. 125; & N. 640 TO P.O.B. (SEC. 6, U.S.) T. 52, R 101, PARK COUNTY, STATE OF WYOMING.

AND:

A PARCEL OF LAND IN THE SE1/4NE1/4 OF SECTION 6, TOWNSHIP 52 NORTH, RANGE 101 WEST OF THE 6TH PRINCIPAL MERIDIAN, PARK COUNTY, WYOMING, ORIGINAL GOVERNMENT, NOW BEING IN LOT 62, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4NE1/4; THENCE S89°52'44"W ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 125.00 FEET; THENCE S00°11'44"E PARALLEL WITH THE EAST LINE THEREOF A DISTANCE OF 238.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°11'44"E PARALLEL WITH THE EAST LINE THEREOF A DISTANCE OF 100.00 FEET; THENCE N89°52'44"E PARALLEL WITH THE NORTH LINE THEREOF A DISTANCE OF 60.00 FEET; THENCE N00°11'44"W PARALLEL WITH THE EAST LINE THEREOF A DISTANCE OF 100.00 FEET; THENCE S89°52'44"W PARALLEL WITH THE NORTH LINE THEREOF A DISTANCE OF 60.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND WITHIN THE SOUTHEAST ONE-QUARTER NORTHEAST ONE-QUARTER (SE1/4NE1/4) OF SECTION 6, TOWNSHIP 52 NORTH, RANGE 101 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PARK COUNTY, WYOMING, ACCORDING TO THE ORIGINAL GOVERNMENT SURVEY, NOW BEING IN LOT 62 OF SAID TOWNSHIP AND RANGE ACCORDING TO THE GOVERNMENT RESURVEY; SAID PARCEL BEING GRAPHICALLY ILLUSTRATED AS PARCEL "A" HEREON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF THE HILL SUBDIVISION; SAID SUBDIVISION AS RECORDED IN BOOK F, PAGE 122 OF THE PLAT RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER; THENCE SOUTH 00°00'37" WEST COINCIDENT WITH THE EAST LINE OF SAID SE1/4NE1/4 AND THE WEST LINE OF SAID LOT 7, A DISTANCE OF 322.61 FEET; THENCE LEAVING SAID EAST LINE, NORTH 08°52'00" WEST, A DISTANCE OF 37.03 FEET; THENCE NORTH 01°09'00" EAST, A DISTANCE OF 286.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 921 SQUARE FEET (0.02 ACRES), MORE OR LESS.

AND

A PARCEL OF LAND WITHIN LOT 7 OF THE HILL SUBDIVISION; SAID SUBDIVISION AS RECORDED IN BOOK F, PAGE 122 OF THE PLAT RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER; SAID PARCEL BEING GRAPHICALLY ILLUSTRATED AS PARCEL "B" HEREON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7 OF THE HILL SUBDIVISION; THENCE SOUTH 00°00'37" WEST COINCIDENT WITH THE WEST LINE OF SAID LOT 7, A DISTANCE OF 322.61 FEET TO THE POINT OF BEGINNING OF SAID PARCEL "B"; ALSO BEING THE MOST SOUTHERLY CORNER OF PARCEL "A" AS SHOWN HEREON; THENCE CONTINUING SOUTH 00°00'37" WEST ALONG SAID WEST LINE LOT 7, A DISTANCE OF 95.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89°27'18" EAST, A DISTANCE OF 14.93 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 OF SAID HILL SUBDIVISION; THENCE NORTH 08°52'00" WEST, A DISTANCE OF 96.74 FEET TO THE POINT OF BEGINNING, CONTAINING 710 SQUARE FEET (0.02 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL RIGHTS OF WAY AND OR EASEMENTS THAT LEGALLY EXIST SAID PARCEL "B" HEREIN DESCRIBED IS BEING CONVEYED AS A "BOUNDARY LINE ADJUSTMENT PARCEL AND IS BEING MERGED WITH THE BLAIR ENTERPRISES, INC. PARCEL AS CONVEYED IN DOCUMENT NO. 2016-766 AND IS NOT TO BE CONVEYED AS A SEPARATE PARCEL WITHOUT THE CONSENT OF THE GOVERNING AUTHORITIES OF THE CITY OF CODY.

Also,

That certain property identified in deed 2019-6825, recorded the 30th of December, 2019, in the office of the Park County Wyoming Clerk and Recorder, which property is further described as follows:

Township 52 North, Range 101 West, 6th P.M., Park County, Wyoming,
according to the records of the County Clerk and Recorder of Park
County, State of Wyoming.

That part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Lot 62, (formerly Section 6 O.S.) more
particularly described as follows:

Commencing at the northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Lot 62; thence
westerly along the north boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Lot 62 a distance
of 45 feet to the POINT OF BEGINNING; thence continuing westerly
along said north boundary a distance of 80 feet; thence S. 0°12' E. a
distance of 157.98 feet, more or less, to a point; thence N. 89°54'46"
E. 80 feet to a point; thence N. 00°12'00" W. for a distance of 157.98
feet, more or less, to the POINT OF BEGINNING.

AND

A tract of land located within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 62, Resurvey T. 52 N.,
R. 101 W., 6th P.M., Park County, Wyoming, more particularly
described as follows:

Commencing at an existing spike located at the Northeast corner of
said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 62; thence S. 89°54'46" W. a distance of 45.00
feet and S. 00°12'00" E. a distance of 157.98 feet, to the POINT OF
BEGINNING; thence S. 89°54'46" W. for a distance of 80.00 feet to
the Northwest corner of said tract; thence S. 00°12'00" E. a distance
of 21.50 feet to the Southwest corner of said tract; thence N.
89°54'46" E. a distance of 80.00 feet to the Southeast corner of said
tract; thence N. 00°12'00" W. for a distance of 21.50 feet to the POINT
OF BEGINNING.

Bearing Base = S. 00°12'00" E. along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$,
Lot 62 Resurvey T. 52 N., R. 101 W., 6th P.M., Park County, Wyoming.

Section 2:

That the official zoning map of the City of Cody is amended to show the foregoing zone
change.

Effective Date. This Ordinance shall become effective after final passage and
publication in the Cody Enterprise.

PASSED ON FIRST READING: 3/3/2022_____

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

MEETING DATE: MAY 10, 2022

DEPARTMENT: PUBLIC WORKS – STREETS

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

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



AGENDA ITEM SUMMARY REPORT

Consider Award of Bid No. 2022-03 for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project

ACTION TO BE TAKEN

Consider Award of Bid No. 2022-03 for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project to Two Sisters Contracting, LLC, in the amount of \$384,824.72, and authorize the Mayor to sign the Notice of Award, Agreement between Owner and Contractor, and all associated contract documents.

SUMMARY OF INFORMATION

The 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project was advertised for public bidding in the Cody Enterprise on April 12, 19, and 26, 2022, and bids were received by the City and publicly opened on May 4, 2022. One (1) bid was received for the project and the City's engineering consultant, Morrison-Maierle, Inc. (MM), has checked and tabulated the bid received and reviewed the documents required for submittal with all bids. As summarized in the attached Letter of Recommendation to Award, MM has determined that Two Sisters Contracting, LLC (TSC) is the responsive low bidder and is recommending that the project be awarded to TSC.

If approved, the Mayor will sign and execute the Notice of Award (NOA) for the project and the executed NOA and the Agreement between Owner and Contractor will be sent to TSC. Upon receipt of the necessary documents from TSC (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 issued to TSC around or before June 6, 2022, 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 MM and TSC, and it is anticipated that all construction will be complete around or before September 23, 2022, based on the final completion date 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, and concurrence of the Contract Award by WYDOT.

FISCAL IMPACT

The 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project is included in the approved FY 2022 Budget and is funded through the Specific Purpose Tax Fund in the total amount of \$500,000 (\$100,000 from City, \$400,000 from a WYDOT grant) for all design and construction. The bid received from TSC is anticipated to allow the project to be completed within budget.

ATTACHMENTS

1. Recommendation of Award Letter from MM
2. Bid Tabulation of bid received and Engineer's Estimate of Probable Construction Costs
3. Notice of Award to Two Sisters Contracting, LLC (for Mayor's signature)
4. Agreement between Owner and Contractor (for Mayor's signature at a later date)

AGENDA ITEM NO. _____

May 6, 2022

City of Cody
Mayor Matt Hall and City Council
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414

**RE: 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project
Bid AWARD**

Dear Mayor Hall and City Council:

On May 4, 2022 the City of Cody received bids for the **2022 Cody Sidewalk and Pedestrian Ramp Improvements Project**. A summary of the only bid received is as follows:

		Engineers Estimate	Two Sisters Contracting, LLC Cody, WY	
1.	Base Bid	\$ 357,210.00	\$ 384,824.72	Basis of Award
2.	Add Alt #1	\$ 158,379.50	\$ 157,305.00	Not Awarded
3.	Total	\$ 515,589.50	\$ 542,129.72	

Morrison-Maierle's review of the bidding documents supplied by Two Sisters Contracting, LLC, has determined that Two Sisters Contracting, LLC bid is in general conformance with the bidding requirements contained in the Contract Documents. One irregularity was discovered, the Base Bid Total amount listed on the Bid Form was \$384,824.91, the calculated amount is \$384,824.72, a discrepancy of (\$0.19) which is attributed to spreadsheet rounding error. This is an irregularity and should not disqualify the award.

The apparent low, responsive bidder is Two Sisters Contracting, LLC of Cody, WY with a Total Bid amount of \$542,129.72 Base Bid.

We create solutions that build better communities.

After a review of the information provided with the bid and the supplemental information supplied with their bid, we are recommending Award of the project to Two Sisters Contracting, LLC in the amount of \$384,824.72 (Base Bid Only) based on their unit prices, and the estimated quantities. The Additive Alternate Number 1 Unit Prices are equivalent to the Base Bid Unit Prices, so that as the project progresses the City may be able to include additional locations from the ADA ramps included in Additive Alternate No 1, to be able to fully utilize the available City funding.

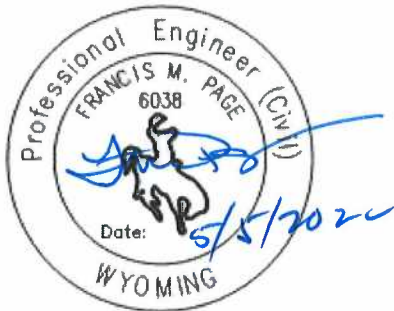
Attached to this letter are the following:

1. Notice of Award – to be executed by the Mayor
2. Final Bid Tab

The criteria for award of the project are contained in the project manual Section C-200 Instructions to Bidders, Article 19 – Evaluation of Bids and Award of Contract. The decision to Award the Project should be made by the City, in consultation with the Town's Attorney, and must be approved by the funding agencies, prior to issuing the Notice of Award.

Please feel free to contact me at 307.250.9433 should you have questions or require further information.

Sincerely,
Morrison-Maierle, Inc.



Frank Page, PE _____
Senior Civil Engineer


Attachments

Cc: WYDOT Local Government Office

BID TABULATION

Project Name: 2022 Cody Sidewalk and Pedestrian Ramp Improvements
 Owner: City of Cody, Wyoming
 Bid Opening Date: 4/27/2022
 Project No. 4463.005

				ENGINEER'S ESTIMATE			Two Sisters Contracting, LLC		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Extended Price	Category Summary	Unit Price	Extended Price	Category Summary
1	Mobilization (3% Maximum)	1	LS	\$ 30,000.00	\$ 30,000.00		\$ 15,790.00	\$ 15,790.00	
2	Taxes, Bonds, Insurance	1	LS	\$ 10,000.00	\$ 10,000.00		\$ 8,731.46	\$ 8,731.46	
3	General Requirements	1	LS	\$ 15,000.00	\$ 15,000.00		\$ 11,000.00	\$ 11,000.00	
4	Construction Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00		\$ 13,000.00	\$ 13,000.00	
5	Underground Utility & Mapping	1	LS	\$ 2,000.00	\$ 2,000.00		\$ 1,500.00	\$ 1,500.00	
6	Flowable Fill	10	CY	\$ 120.00	\$ 1,200.00		\$ 150.00	\$ 1,500.00	
7	Unsuitable Soil Excavation & Disposal	10	CY	\$ 45.00	\$ 450.00		\$ 70.00	\$ 700.00	
8	Select Gravel – Approved Pit Run Material	10	CY	\$ 55.00	\$ 550.00		\$ 65.00	\$ 650.00	
9	Granular Bedding – Type 57 Rock - Not included in Other Items	10	CY	\$ 65.00	\$ 650.00		\$ 70.00	\$ 700.00	
10	Exploratory Excavation – Small Crew	20	HR	\$ 350.00	\$ 7,000.00		\$ 260.00	\$ 5,200.00	
11	Force Account	1	LS	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	
12	Remove Concrete Curb and Gutter	1,166	LF	\$ 7.50	\$ 8,745.00		\$ 10.00	\$ 11,660.00	
13	New Concrete Curb and Gutter	1,248	LF	\$ 37.00	\$ 46,176.00		\$ 48.00	\$ 59,904.00	
14	Remove Concrete Sidewalk	2,757	SF	\$ 5.00	\$ 13,785.00		\$ 2.00	\$ 5,514.00	
15	New Concrete Sidewalk - 4" Thick	9,007	SF	\$ 8.50	\$ 76,559.50		\$ 7.50	\$ 67,552.50	
16	Remove Concrete Valley Gutter	515	SF	\$ 5.00	\$ 2,575.00		\$ 10.50	\$ 5,407.50	
17	Remove Concrete Driveway	1,061	SF	\$ 5.00	\$ 5,305.00		\$ 2.25	\$ 2,387.25	
18	New Concrete Valley Gutter and Driveway - 6" Thick	1,844	SF	\$ 12.00	\$ 22,128.00		\$ 10.50	\$ 19,362.00	
19	Asphalt Saw Cutting	1,504	LF	\$ 3.00	\$ 4,512.00		\$ 3.00	\$ 4,512.00	
20	Concrete Saw Cutting	503	LF	\$ 7.00	\$ 3,521.00		\$ 2.50	\$ 1,257.50	
21	Remove Asphalt	783	SY	\$ 7.50	\$ 5,872.50		\$ 20.00	\$ 15,660.00	
22	Grading "W" Crushed Base - 6" Thick	2,319	SY	\$ 8.00	\$ 18,552.00		\$ 8.00	\$ 18,552.00	
23	Asphalt Concrete Surfacing - 3" Thick	767	SY	\$ 35.00	\$ 26,845.00		\$ 48.00	\$ 36,816.00	
24	Valve Box Adjustment	2	EA	\$ 550.00	\$ 1,100.00		\$ 50.00	\$ 100.00	
25	Manhole Lid Adjustment	1	EA	\$ 600.00	\$ 600.00		\$ 50.00	\$ 50.00	
26	Survey Monument & Concrete Collar	2	EA	\$ 400.00	\$ 800.00		\$ 800.00	\$ 1,600.00	
27	Adjust Existing Utility Box to Grade	2	EA	\$ 500.00	\$ 1,000.00		\$ 50.00	\$ 100.00	
28	New Rectangular Rapid-Flashing Beacon (RRFB)	1	LS	\$ 20,000.00	\$ 20,000.00		\$ 19,468.80	\$ 19,468.80	
29	New Sidewalk Chase/Heavy Duty Grate 10" Wide (Sidewalk Chase)	132	LF	\$ 50.00	\$ 6,600.00		\$ 317.65	\$ 41,929.80	
30	Delineators	4	EA	\$ 60.00	\$ 240.00		\$ 200.00	\$ 800.00	
31	3/4" Landscaping Rock	37	SY	\$ 10.00	\$ 370.00		\$ 60.00	\$ 2,220.00	
32	Geotextile Fabric	37	SY	\$ 2.00	\$ 74.00		\$ 32.43	\$ 1,199.91	
						\$ 357,210.00			\$ 384,824.72
	TOTAL - BASE BID								
						\$ 357,210.00		Calculated	\$ 384,824.72
								Bid Form	\$ 384,824.91
								Difference	\$ (0.19)
									Rounding Issue

ALTERNATE -- NOT AWARDED									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Extended Price	Category Summary	Unit Price	Extended Price	Category Summary
112	Remove Concrete Curb and Gutter	708	LF	\$ 7.50	\$ 5,310.00		\$ 10.00	\$ 7,080.00	
113	New Concrete Curb and Gutter	772	LF	\$ 37.00	\$ 28,564.00		\$ 48.00	\$ 37,056.00	
114	Remove Concrete Sidewalk	3133	SF	\$ 5.00	\$ 15,665.00		\$ 2.00	\$ 6,266.00	
115	New Concrete Sidewalk - 4" Thick	3807	SF	\$ 8.50	\$ 32,359.50		\$ 7.50	\$ 28,552.50	
116	Remove Concrete Valley Gutter	368	SF	\$ 5.00	\$ 1,840.00		\$ 10.50	\$ 3,864.00	
117	Remove Concrete Driveway	1712	SF	\$ 5.00	\$ 8,560.00		\$ 2.25	\$ 3,852.00	
118	New Concrete Valley Gutter and Driveway - 6" Thick	2163	SF	\$ 12.00	\$ 25,956.00		\$ 10.50	\$ 22,711.50	
119	Asphalt Saw Cutting	1077	LF	\$ 3.00	\$ 3,231.00		\$ 3.00	\$ 3,231.00	
120	Concrete Saw Cutting	520	LF	\$ 7.00	\$ 3,640.00		\$ 2.50	\$ 1,300.00	
121	Remove Asphalt	476	SY	\$ 7.50	\$ 3,570.00		\$ 20.00	\$ 9,520.00	
122	Grading "W" Crushed Base - 6" Thick	1353	SY	\$ 8.00	\$ 10,824.00		\$ 8.00	\$ 10,824.00	
123	Asphalt Concrete Surfacing - 3" Thick	476	SY	\$ 35.00	\$ 16,660.00		\$ 48.00	\$ 22,848.00	
124	Valve Box Adjustment	4	EA	\$ 550.00	\$ 2,200.00		\$ 50.00	\$ 200.00	
		SUBTOTAL				\$ 158,379.50			\$ 157,305.00
					GRAND TOTAL	\$ 515,589.50			\$ 542,129.72
TO BE INCLUDED WITH THE BID PACKAGE									
1	BID FORM - SIGNED						YES		
2	BID BOND						YES		
3	RECEIPT OF ADDENDUM NO. 1 - Acknowledged						YES		
	RECEIPT OF ADDENDUM NO. 2 - Acknowledged						YES		
4	LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS						YES		
5	CONTRACTORS QUALIFICATION STATEMENT						YES		
6	SECTION C-820 SRF SPECIAL CONDITIONS DOCUMENTS								
	DBE PARTICIPATION FORM - PAGES 20-21 OF 54						YES		
	WY SECRETARY OF STATE - PROOF OF REGISTRATION						YES		
	SAM.GOV - PROOF OF REGISTRATION						YES		
	CERTIFICATION OF SUSPENSION OR DEBARMENT						YES		
	BIDDERS CERTIFICATION - PAGE 52 OF 54						YES		
7	TITLE VI ASSURANCES/NON-DISCRIMINATION PROVISIONS - 8 PAGES						YES		
<p>This Bid Tabulation represents a true representation of the Bids received on MAY 4, 2022</p> 									

NOTICE OF AWARD

Date of Issuance: May 10th, 2022

Owner: **City of Cody, Wyoming**

Engineer: **Morrison-Maierle**

Engineer's Project No.: 4463.005

Project: **2022 Cody Sidewalk and Pedestrian Ramp Improvements**

Bidder: Two Sisters Contracting, LLC

Bidder's Address: 1108 14th St. Suite 133 Cody, WY 82414

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 4th, 2022 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

2022 Cody Sidewalk and Pedestrian Ramp Improvements- Base Bid

The Contract Price of the awarded Contract is: \$ 384,824.72 - Base Bid subject to unit prices.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

None

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 ten days after you comply with the above conditions, Owner will return to you one fully executed 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: _____

Authorized Signature

Matt Hall

Title: Mayor

Copy: WYDOT Local Government Office
Morrison-Maierle

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

THIS AGREEMENT is by and between City of Cody, WY (“Owner”) and Two Sisters Contracting (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as sidewalk and pedestrian ramp improvements.

ARTICLE 2 – THE PROJECT

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

2022 CODY SIDEWALK AND PEDESTRIAN RAMP IMPROVEMENTS

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Morrison Maierle, Inc. (“Engineer”). The Owner has retained Morrison Maierle (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Days*

- A. The Work will be substantially completed by August 21, 2022 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 by September 23, 2022.

B. Milestones –

1. **REVISED.** Cody HS – Beck Avenue and 9th Street – all work in and around the intersection of Beck Avenue and 9th Street shall be complete no later than Wednesday, June 22, 2022 at 5:00 pm, due to a special event.

2. **REVISED.** Cody HS –All ramps and locations labeled #1,2,3,4,5,6, and 7 as shown on Sheet C-3 shall be secured and made safe, and work shall be suspended during the period from Wednesday June 22, 2022 at 12:00 pm (noon) to Wednesday July 6, 2022, at 8:00 am due to a special event, and the July 4th special event.
3. **NEW.** All ramps and locations labeled #1,2,3,4,5,6,7,12,30 (including Cougar Ave sidewalk, 31 (including sidewalk),32 (including sidewalk) and 33 shall be secured and made safe for pedestrian use by August 21, 2022, prior to the start of school at Cody HS, Cody MS and Eastside Elementary.
4. **NEW.** All other locations not specifically referenced above, shall be complete and ready for final acceptance no later than September 23, 2022
5. **REVISED.** All other ramps and locations shall be secured and made safe, and work shall be suspended during the period from Friday 12:00 pm (noon) July 1, 2022 through Wednesday July 6, 2022 at 8:00 am.
6. **REVISED.** City of Cody (OWNER) will not supply any support services from the period between the period from Thursday June 30, 2022 at 5:00 PM through Monday 8:00 am July 11, 2022.

4.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner \$1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. **Milestones:** Contractor shall pay Owner \$1,500.00 for each day that expires after the milestone dates listed time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for failure to meet Milestones.
3. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750.00 for each day that expires after such time until the Work is completed and ready for final payment.
4. **Liquidated damages for failing to timely attain Substantial Completion, Milestones and Final Completion** are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of Three Hundred Eighty-four Thousand, Eight Hundred twenty-four dollars and 72/100 dollars (\$384,824.72) based on the Base Bid on the prices stipulated in the Bid Form and subject to adjustment as provided in the Contract Documents.

- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. Contractor agrees that lump sum amount(s) constitute full payment for the work and that these lump sum amount(s) represent a true measure of the labor and materials required to perform the work as provided in Paragraph 13.01 of the General Conditions.
- C. Contractor agrees that estimated unit price quantities used for bidding purposes are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 13.03 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.
- D. For all Work, at the prices stated in Contractors Bid, attached hereto as an Exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.1 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price, in accordance with Wyoming State Law, W.S. 16-6-702.a, on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.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 Work completed (with the balance being retainage); and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. PROMPT PAYMENT Contractor agrees to pay subcontractors within thirty (30) days of payment from the Owner for all satisfactory work performed, and 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.
- 6.3 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 4 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if *any*, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site- related reports and drawings identified in the Contract Documents, with respect

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to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds.
 - a. None.
 - 5. General Conditions (pages 1 to 74, inclusive).
 - 6. Supplementary Conditions (pages 1 to 10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 31 sheets with each sheet bearing the following general title:

**CITY OF CODY
2022 CODY SIDEWALK AND PEDESTRIAN RAMP IMPROVEMENTS**

- 9. Addenda
 - a. Addendum No. 1 (numbers 1 to 2, inclusive).
 - b. Addendum No. 2 (numbers 1 to 8, inclusive).

- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 81, inclusive).

- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

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

ARTICLE 10 – MISCELLANEOUS

10.1 *Terms*

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

10.2 *Assignment of Contract*

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

10.3 *Successors and Assigns*

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

10.4 *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

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Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

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:

CONTRACTOR:

City of Cody, Wyoming

Two Sisters Contracting, LLC

By: _____

By: _____

Title: Mayor

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

Attest: _____

Attest: _____

Title: Clerk

Title: _____

Address for giving notices:

PO Box 2200

1338 Rumsey Avenue

Cody, WY 82414

Address for giving notices:

1108 14th St.

Suite 133

Cody, WY 82414

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