



CITY OF LANDER
REGULAR CITY COUNCIL MEETING

Tuesday, July 09, 2024 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/85077142015?pwd=yUi1OUTdf1TKYxgCEGeUQKwr1OaQa3.1>

Meeting ID: 850 7714 2015

Passcode: 718255

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

- A. Approve Minutes from June 11, 2024 Regular City Council Meeting
- B. Approve Minutes from June 25, 2024 Work Session City Council Meeting
- C. Approve Bills and Claims

7. NEW BUSINESS (ACTION ITEMS)

- A. Appoint Anne Ruble, Brian Russell, Don Reynolds, Erin Harvey, Sara Felix, Pete Springer, and Dave Morneau to the Lander Tree Board.
- B. Approve donation of malt beverages and alcohol to the International Climber's Festival pursuant to W.S. 12-5-402(a) and as Class A industry representatives

- C. Consideration and authorization of a Notice of Bid Award #E0524 for a Combination Sewer Cleaner Unit to low bidder Joe Johnson Equipment in the amount of \$503,846.00.
- D. Consideration and authorization of a Notice of Bid Award #E0624 for the Lincoln Street Improvement Project to low bidder High Country Construction in the amount of \$7,296,256.80.
- E. Approve and authorize the Mayor to sign the Juvenile Justice Services of Fremont County Agreement for the 2024 2025 FY in the amount of \$35,000.00.
- F. Approve and authorize payment for the Temporary Construction Easement dated June 4, 2024 and Sidewalk Easement dated June 4, 2024 between Eugene E. Pugh, Jr. and Margaret E. Pugh Pugh and the City of Lander in the amount of \$14,405.00.

8. ADJOURNMENT

Upcoming Council Meetings:

6:00 PM Tuesday, August 13, 2024, City Council Chambers

6:00 PM Tuesday, September 10, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, July 23, 2024, City Council Chambers

6:00 PM Tuesday, August 27, 2024, City Council Chambers

Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.


CITY OF LANDER MISSION STATEMENT

To provide a safe, stable, and responsive environment that promotes and supports a traditional yet progressive community resulting in a high quality of life.

VISION

Preserving the past, while embracing the future.

The City of Lander is an equal opportunity employer and does not discriminate. Qualified applicants are considered for positions without regard to race, religion, military status, sex, age, national origin, disability, dexual orientation, or other characteristics protected by law.

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, June 25, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call
 COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Chief Peters Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

Councilmember Stuble requested Juvenile Justice Services of Fremont County/Youth Services discussion be added to the agenda as a representative was present to answer any questions concerning the proposed contract for the upcoming fiscal year.

1. MAYOR AND COUNCIL UPDATES

Councilmember Larsen reported that the landfill was supposed to do a trial run on the two scale houses. LOTRA is doing last minute preparations for the 4th of July rodeo and the Lander Community Foundation race looks good.

Councilmember White reported that the Lander Senior Center Prime Rib fundraiser and Raffle went well. She congratulated Johnny Kulow on his amazing efforts at the Olympic Trials. The Planning Commission did not have a quorum. They will meet on July 2nd. The WYO GRAVEL ½ cent economic award for advertising resulted in double last year's attendance. The Central Wyoming Air Service enplanements continue to be strong with the twice-daily flights.

Councilmember D Hahn would like to see Lander Cemetery Fees on the agenda and see if we can work on them.

Council President Cox echoed the congratulations on Johnny Kulow's performance. FCSD#1 is doing a lot of hiring and lack of housing is an issue. She knows Councilmember White has been working hard for years on this issue. She would like attainable housing to be an agenda topic and discuss how the Council could support attainable housing. LEDA will meet tomorrow. LEDA has new board members and LIFT is recruiting one board member.

Councilmember Stuble inquired about the Pig Roast balloon release solutions or an option not to release them and just walk with them. She also had questions and observations about the soccer field lease, wondering which entity is responsible for which responsibilities. Assistant Mayor RaJean Fossen Strube explained the lease will be on the school board agenda in July. The school is responsible for trash pickup and depending on the maintenance. The City is responsible for the maintenance of the two small fields in the back, as well as the bike park.

Mayor Richardson congratulated Councilmember D Hahn on his retirement. He reported that the City was presented with a community partner award from Wind River Job Corps. Good job. The Pig Roast balloons are made from biodegradable wax.

2. STAFF REPORTS

Chief of Police Scott Peters reported that the 4th of July is lined out and ready to go.

Assistant Mayor RaJean Strube Fossen reported that Tree Board Member advertisements are out and there has been a lot of response. There are conflicting ordinances and resolutions concerning the Tree Board. When the Board is formed, they can lead and clean it up then. The DEQ will provide a free assessment of the old Depot building as a potential Brownfield economic redevelopment project. There is a free hazardous waste disposal event on July 20th in Riverton. Ayers will be in town in July for master planning and getting public comments.

City Clerk Rachelle Fontaine reported that the City is in the process of advertising for the Parks and Recreation Director position. The priority review date is August 1. The City has a robust summer staff this

year. Mandatory staff Drug and Alcohol Training will be in July. Tomorrow is the annual employee appreciation lunch at the North Park Kiwanis shelter.

3. NEW BUSINESS (NON-ACTION ITEMS)

- A. Resolution 1388 Discussion Creating a Semiquincentennial Committee and Converting the Tricentennial Grant Funds For the Semiquincentennial Committee Use

Discussion concerning the project, the origins, amount in the fund (\$1,417.00). The Council expressed a general reluctance to repurpose the funds and would like to provide additional funding for the Semiquincentennial celebration and preserve this money for the original purpose. The Council is willing to entertain a new committee. Councilmember Stuble commented that the proposed Resolution should be amended to add specific guidelines and committee members diversification including representation from the Shoshone and Arapahoe tribes.

- B. Discussion concerning proposed Ordinance 2024-7 penalty changes for violations of park rules

Discussion ensued concerning the current Ordinance and code which allows for the incarceration for violations of park rules. The proposed ordinance would remove incarceration as a penalty and detail where park rules can be located.

- C. Juvenile Justice Services of Fremont County Executive Director Cassie Murray Services addressed the Council and answered questions about the FY 2024 2025 Juvenile Justice Services of Fremont County Agreement. Discussion ensued concerning regular reporting on services provided, more standardized and equitable fund distribution, and the City of Riverton’s funding amount.

4. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 7:02PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Anne Ruble Date: 9 June 2024

Street Address: 719 Sweetwater St

Mailing Address (if different): _____

Business Phone: _____ Home Phone: 307-349-8616

Email Address: anneslovisky@gmail.com

Years as a Resident of Lander : 35

Occupation: Residential and Commercial Cleaner Employer: Self

What board/committee are you applying for? Lander Tree Board

Please list any current/previous civic or professional organizations and in what capacity:
Former member of the Lander Tree Board from 2015-2020

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

I believe in the importance of urban forests for community health and benefit. I want to uphold the legacy of the Lander Lady Boosters, the group who started City Park and planted our beloved cottonwoods in 1908. Lander is a special place, in part, because of our trees and it's important to me that we continue to maintain and improve our town's greenspaces through educated planning, planting and maintenance decisions. I would like to be a resource for our community.
What special skills, training, or experience do you have that would be pertinent to this board position?
I have a BS in Forest Resource Management from the University of Montana and worked on silviculture crews for several seasons for the US Forest Service.
I have attended the Northern Rockies Tree School three times while serving on the Lander Tree Board. The NRTS is professional development from pruning practices, planting and care strategies, to species development and urban planning.
Please return the form to: 240 Lincoln St, Lander, WY 82520

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature: 



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Brian Russell Date: June 20, 2024

Street Address: 425 Bellvue Avenue. Lander, WY 82520

Mailing Address (if different): _____

Business Phone: _____ Home Phone: 307-714-1977

Email Address: bwr.wyo@gmail.com

Years as a Resident of Lander : 16

Occupation: Forester Employer: NWTF

What board/committee are you applying for? Tree Board

Please list any current/previous civic or professional organizations and in what capacity:

Society of American Foresters - Chapter Chair 2008 - 2011. Continuing Education Chair 2012- 2013. Wind River Fire Prevention Council: Chair 2011-2023. Popo Agie Weed Management Association (Pawma). Lander Urban Forest Council.

Please list any City boards/committees (if any) that you currently serve on:

N/A

Why would you like to serve? (Please discuss specific interest.)

I would like to serve on the Lander Tree Board as a way to for me to be involved with the city. I view this a civic duty that I can contribute my knowledge and skills as a forester to enhance and improve the cities community forests.

What special skills, training, or experience do you have that would be pertinent to this board position?

Please see attached.

Please return the form to: **240 Lincoln St, Lander, WY 82520**

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Signature:

Brian U. Russell



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Don Reynolds Date: 06/06/24

Street Address: 809 Vance Drive

Mailing Address (if different):

Business Phone: Home Phone: 307 330 7342

Email Address: reynoland@hotmail.com

Years as a Resident of Lander : 35 years

Occupation: Retired Employer:

What board/committee are you applying for? LanNatder Tree Board

Please list any current/previous civic or professional organizations and in what capacity:
Fremont County Recreation Board, member. Lander Rural Fire Department, retired.
Rotary Club, past president, past member. Wyoming Recreation & Parks Association, past president, member. National Recreation & Parks Association, retired member. Wyoming Groundskeepers & Growers Association, past member.

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

To maintain and improve Lander's urban forest.

What special skills, training, or experience do you have that would be pertinent to this board position?

Past Director of Parks & Recreation, Past member of Lander Tree Board. During employment with Parks & Recreation attended many trainings on urban forest management. Very familiar with Lander's Urban Fores.

Please return the form to: 240 Lincoln St, Lander, WY 82520

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Signature:



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Erin Harvey Date: 06/06/2024

Street Address: 964 S 5th Street Lander

Mailing Address (if different): _____

Business Phone: _____ Home Phone: 952-240-8926

Email Address: erin.harvey731@gmail.com

Years as a Resident of Lander : 10

Occupation: Conservation Easements Employer: The Nature Conservancy

What board/committee are you applying for? Tree Board

Please list any current/previous civic or professional organizations and in what capacity:
Department of Environmental Quality (Land Quality Division) - Natural Resources Program Principal (5 years) regulating mining operations and reclamation efforts. TNC - Conservation Easement Program Manager. I completed the Fremont County Master Gardeners program a couple years ago.

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

I have a general interest in native vegetation and gardening, and I think learning more about urban forestry is an interesting avenue between the two. I appreciate the Lander community and I consider trees to be a crucial investment for the community as a whole, as supports for climate issues, and as habitat for birds or other wildlife. I would be happy to help with urban forestry issues in Lander because it feels like a meaningful impact.

What special skills, training, or experience do you have that would be pertinent to this board position?

I have experience with weed management, economical seed mix recommendations and reclamation of disturbed sites. I think the board could address the area where trees were removed on city property adjacent to City Park. That seems like an immediate need, and I would be happy to assist the city in managing that effort.

Please return the form to: **240 Lincoln St, Lander, WY 82520**

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Signature:

Erin Harvey



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Sara Felix Date: 06/24/24

Street Address: 1255 N. 6th Street

Mailing Address (if different):

Business Phone: Home Phone: 307-330-6542

Email Address: sarafelix@hotmail.com

Years as a Resident of Lander : 44

Occupation: retired Employer:

What board/committee are you applying for? Lander Urban Forest Council

Please list any current/previous civic or professional organizations and in what capacity:
Wyoming Recreation and Parks Association - member 40 years, State secretary 6 years
National Recreation and Parks Association - member 40 years
Lander Urban Forest Council - Leader of this Council for 10 years

Please list any City boards/committees (if any) that you currently serve on:

Why would you like to serve? (Please discuss specific interest.)

I loved maintaining, planting, and managing Lander's urban forest for the 10 years that I was the Director of the Lander Parks and Recreation Department.

What special skills, training, or experience do you have that would be pertinent to this board position?

I attended the Northern Rockies Tree School for 7 years in WY and MT.
I personally attended to and scheduled all the maintenance of the city's park trees along with planting of new and replacement trees.

Please return the form to: 240 Lincoln St, Lander, WY 82520

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature:

Sara Felix



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Pete Springer Date: 6/26/24

Street Address: 886 Garfield St

Mailing Address (if different): _____

Business Phone: _____ Home Phone: 307.349.1365

Email Address: petekspringer@gmail.com

Years as a Resident of Lander : 6

Occupation: deputy clerk Employer: Fremont County

What board/committee are you applying for? Lander Tree Board

Please list any current/previous civic or professional organizations and in what capacity:

Worked as a professional tree planter in northern California replanting logging sites harvested by Louisiana Pacific.

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? *(Please discuss specific interest.)*

Interested in maintaining tree coverage in Lander. Specifically making sure trees in Lander are replaced in some capacity after being cut down. Also would like to see a plan to increase tree coverage to help deal with climate change and increasingly hot summers.

What special skills, training, or experience do you have that would be pertinent to this board position?

Avid outdoorsman and conversationalist who can identify various trees and can explain their benefits to both people and the environment. "The best time to plant a tree was 20 years ago. The second best time to plant a tree is today."

Please return the form to: **240 Lincoln St, Lander, WY 82520**

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Signature:

A rectangular box containing a handwritten signature in black ink.



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Dave Morneau Date: 6-25-24

Street Address: 221 South 2nd Street

Mailing Address (if different): _____

Business Phone: 307-206-3197 Home Phone: 307-345-8636

Email Address: david.morneau@wy.nacdnet.net

Years as a Resident of Lander : 24

Occupation: Conservation Specialist Employer: Popo Agie Conservation

What board/committee are you applying for? Tree Board

Please list any current/previous civic or professional organizations and in what capacity:
Previously served on the Lander Tree Board for several years in the past. Active with the Lander Free Church serving on the Elder Board. I serve as chair of the Popo Agie Weed Management Area (PAWMA).

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

I believe trees are a valuable resource to the City of Lander, especially in our challenging climate. I believe they should be maintained properly and new trees should be planted when necessary in public spaces. I have an interest in supporting the City staff in meeting this goal and working together with a like-minded group of people willing to contribute to the existence of healthy and diverse tree species in Lander.

What special skills, training, or experience do you have that would be pertinent to this board position?

I have a plant science degree and many years of experience with the identification, culture, and management of trees. Popo Agie Conservation District has a seedling tree program where we promote the planting of trees for conservation purposes. I assist people with windbreak design and tree pest identification. I also serve on the Russian Olive treatment subcommittee of PAWMA.

Please return the form to: 240 Lincoln St, Lander, WY 82520

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature:

David C. Morneau

Climbers' Festival <climbersfestival@gmail.com>
To: Rachele Fontaine <rfontaine@landerwyoming.org>
Cc: Anne Even <aeven@landerwyoming.org>, clerk@landerwyoming.org

Tue, Jun 11, 2024 at 2:53 PM

Hey Rachele and Anne -

Following up on my statement!

I will be unable to attend the City Council meeting on July 9th due to the proximity to the Festival (we are hosting our volunteer meeting that night). However, here is my statement to be read on the night of:

Central Wyoming Climbers Alliance is a non-profit - 501(c)3 - recognized organization that has tax exempt status, according to the IRS. We host the International Climbers' Festival each year as our biggest annual fundraiser, and this summer, we will be celebrating our 31st Festival. As a part of the 4-day Festival, we work with sponsors and vendors that support the event and come to showcase and demo products and partake in the celebration of the sport of climbing!

For the 2024 Festival, we will be working with 4 beer sponsors for the event: Upslope, Pure Madness Group (Melvin and Roadhouse), Pushroot Brewing, and Lander Brewing Co. These companies donate all products and receive no compensation for being at the Festival. We use these donated products throughout the event for our ticketed attendees. To promote responsible drinking, all participants are ID-checked during registration. They are then given the "proper" wristband - blue participant wristbands for those that are 21 and older, and yellow wristbands to participants under 21. Participants over 21 are then given a limited amount of beer vouchers for the entire week (1 or 2 beer vouchers/day, depending on the day).

I have informed all beer vendors of our color system and have required that they check that participants have blue wristbands AND beer vouchers (2-factor check) before handing out alcohol and plan to enforce this system with "reminder cards" for all beer vendor booths.

Hope this works! Let me know if anything needs to be amended :)



VAL SHAO (she/her)
CWCA Events and Marketing Coordinator |
International Climbers' Festival Director

[Visit Our Website](#) | [Climbers' Festival Website](#)

INVITATION TO BID
CITY OF LANDER
LANDER, WY 82520
PHONE: (307) 332 2870

BID NUMBER: E0524 CONTACT: Lance Hopkin OPEN DATE: JUNE 17, 2024 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for furnishing one Combination Sewer Cleaner Unit for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the required specifications and documents in the Bid Packet. The Bid Packet, including Bid Form Number:E0524, Combination Sewer Cleaner Unit Specifications, Federal Acquisition Requirements (clauses required to be in the contract), Certification Regarding Lobbying, and SRF Special Conditions that must be submitted with bids may be picked up at City Hall, 240 Lincoln Street, Lander, Wyoming, 307-332-2870 or online at the City of Lander's website, www.landerwyoming.org.The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions prior to the bid opening, in order for the substitute equivalent to be considered. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than May 15, 2024, at 1:30 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

Rachelle Fontaine
City Clerk

Publish: Lander Journal
May 25, 2024, June 1, 2024,
and June 8, 2024

BID FORM

BID NUMBER E0524

ITEM DESCRIPTION: Combination Sewer Cleaner Unit

Bidder to specify Make/Model/Year of vehicle

(Total/Qty 1) \$ 503,846⁰⁰

Please state delivery time frame: 30-60 # DAYS ARO

A bid guarantee in the amount of 5% of the total bid amount as required by Wyoming Statute 15-1-113 must be submitted with your bid (see paragraph 15 of the General Provisions attached). If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid is [] is not [] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101.

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0524 as set forth in the Mechanical Street Sweeper Specifications.

Bidder's Name: <u>Joe Johnson Equipment, LLC</u>	E-mail: <u>alogan@jeusa.com</u>
Bidder's Address: <u>745 Parkway Lane</u>	City: <u>Billings</u> St. <u>MT</u> Zip <u>59101</u>
Phone: <u>406-591-4018</u>	Fax:
Signature: <u>[Signature] - Art Logan</u>	Title: <u>Regional Sales Manager</u>

GENERAL PROVISIONS

- Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature

shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.

- Bids may not be withdrawn for a period of 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
- Bids will be publicly opened and read at the time and place advertised for opening of bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope which shows the bid number or name of item or service being bid, and date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
- Award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. Basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or service to be purchased as a result of this

invitation to bid. The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.

- When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates, and he has obtained prior approval from the City for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on their proposal exactly what they are proposing to furnish, and has submitted to the City at least **ten (10)** days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by this bid, and has obtained the prior approval of the City for the proposed "equal". The City reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the state.
- All items proposed shall be new and the manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for a demonstration of products or services at no cost to the City prior to award of the bid.
- All bid prices shall be quoted F.O.B. to the applicable City Department, Lander, Wyoming, unless the City specifically states otherwise elsewhere in the bidding documents.
- All applicable federal, state, and City laws, ordinance or regulations shall apply to products or services purchased because of this bid. The provisions of Wyoming Statute § 15-1- 113, incorporated herein by reference are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the state of Wyoming.
- The bidder shall state a warranty on labor and materials in months, years, hours, miles, etc., as applicable. The bidder shall assume all costs of all labor, materials, per diem, freight, transportation, and any other items incidental to warranty maintenance or repairs.
- The bidder shall comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected from the City of Lander. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

Equal Employment Opportunity. Bidders on this work will be required to comply with the president's Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.

- All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with furnishing of products or services as a result of this bid.
- In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees and authorized volunteers against any claims and costs, including attorney's fees, arising during, or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective. The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101, et seq. for any claim arising out of the performance of this work.
- Parts of these General Provisions may be supplemented or superseded by specific requirements of the Invitation to Bid, Specifications, or Special Provisions.
- The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid, if the total bid amount is \$35,000.00 or more. The 5% bid guarantee may be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming or a cashier's check made payable to the City of Lander. Cash deposits, personal checks, or company checks (unless certified) will not be accepted. In the event Trade-Ins are shown on the "Invitation to Bid," the bid guarantee shall include the total value of the Bid amount, including the value of Trade-Ins. For example, if the Bid amount includes \$50,000 in equipment and \$10,000 in Trade-Ins, the bid guarantee would be \$3,000 (5% x (\$50,000 + \$10,000)). The bid guarantee will ensure that the bidder will not withdraw his bid within 45 days after the bid opening, and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of the default for the amount of the bid guarantee as liquidated damages in accordance with Wyoming Statute § 15-1-113. Bid guarantee of unsuccessful bidders will be returned promptly.

EXHIBITS A-Combination Sewer Cleaner Unit Specifications, B-Federal Acquisition Requirements, C-Certification Regarding Lobbying, and -D SRF Special Conditions attached hereto are hereby incorporated herein and constitute required terms and conditions of this document.

LIQUIDATED DAMAGES

Unavoidable Delays:

A delay in the delivery of one or more items due under this Contract shall be deemed to be unavoidable if the delay: (1) was not reasonably expected to occur in connection with, or during, the Contractor's performance; and (2) was not caused by the Contractor's negligence or intentional misconduct.

Notification of Delay:

The Contractor shall provide immediate verbal or electronic notification to the City when the Contractor becomes aware of any event or circumstance that will delay the delivery of any item or items due under this Contract. The Contractor shall also provide written notice to the City no later than five (5) calendar days after the verbal or electronic notice. The written notice shall include complete and detailed information relating to the events and circumstances causing the delay and the anticipated duration of the delay.

It is understood by the City of Lander that a certain manufacturer's model of equipment may not meet every specification stated herein. All variances must be expressly stated, and each variance shall be evaluated based on the preferences of the City of Lander. Any variance from these specifications may be accepted or rejected at the City of Lander's sole discretion.

Request for Extension:

If the Contractor wishes to seek an extension of time for the delivery of one or more items due under the Contract, the Contractor shall supply any information to the City so that they can determine whether the delay is truly unavoidable. The City will examine the request and supporting information supplied by the Contractor to determine whether the Contractor is entitled to an extension, and if so, the duration of such extension. The City may grant an extension of time if consistent with the mutual duties of the City of Lander and the Contractor to engage in good faith and fair dealing. The City will notify the Contractor of this determination in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to reimbursement for damages, compensation, loss of profits, or any other expenses that may be incurred by the Contractor due to delays in the delivery of one or more items due under this Contract.

Liquidated Damages:

If the delivery of any item is delayed and the delay is not unavoidable, the Contracting Officer may assess as liquidated damages a sum equal to a tenth of a percent (10%) of the per item price per calendar day or \$30.00 per item per calendar day, whichever is greater. These damages shall be deducted from any money due, or which may thereafter become due to the Contractor under this Contract. **NOTE: Refusal to pay Liquidated Damages will void the bid.**

EXHIBIT A

COMBINATION SEWER CLEANER UNIT SPECIFICATIONS

General Specification

It is the intent of these specifications to describe a Combination Sewer Cleaner Unit. The unit shall be regularly listed as a manufacturer's current model and shall comply with the following:

Debris Body

- 12 yd³ Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside - 2 Pipe, Rear Door – 2 Pipe
- Flat Rear Door with Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door with Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)

Water System

- 1,000 US Gallons Aluminum Water Tanks
- 80 GPM @ 2,500 PSI Water System
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hydraulic Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

Hydro Excavation Package

- 80 GPM @ 2500 psi water system with digital flow meter
- Retractable Reel with 3/8" x 75ft
- Hydro Excavation Handgun, Nozzle and Plumbing

Vacuum System

- Single Engine Design for Maximum Performance and Fuel Efficiency
- 18" High-Performance Positive Displacement Blower
- High Efficiency Triple Stainless Steel Micro-Strainers Prior to Blower
- Blower Air Shift Controls
- Hot Shift Blower Drive

Boom System

- 180 Degree 10' Telescoping Boom
- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front

Hose Reel

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 900' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter Located Front Side of Hose Reel – Mechanical
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
 - Water Pump On / Off with 3 Position Flow Switch
 - Chassis Throttle Control
 - Boom Joystick Control
 - Vacuum Relief Control
 - Full Multi-Flow Control
 - Chassis Tachometer and Hour meter
 - Blower Tachometer and Hour meter
 - Hour Meter for Water Pump Operation
 - Hour Meter for PTO Operation
 - Digital Footage Counter
 - Digital Water Pressure
 - Digital Water Flow

Electrical & Safety Systems

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package or approved equal
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn
- Electronic Back-Up Alarm

Misc Requirements:

- Additional Water 1300 Gal
- Remote Pendant Control With 35' Cord
- 6" Rear Door Knife Valve W/Camloc 3:00 Position
- Debris Body Washout
- 6" Rear Door Knife Valve W/Camloc 6:00 Position
- Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack Curbside
- Rear Door Splash Shield
- Lube Manifold With Lube Chart
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- 180 Deg 10' Telescoping Boom
- Backpack Wireless or approved equal
- Cold Weather Recirculator
- Hydro Excavation Kit
- 600' X 1" Piranha Hose
- Hose Wind Guide Auto Power Indexing
- Rodder Hose Pinch Roller
- Hydraulic Tool Package
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Wireless Waterproof Handheld Spot Light
- Rear Mounted Led Beacon Light W/Limb Guard
- Front Mounted Led Beacon Light W/Limb Guard
- Worklights Led Boom

- **Worklights Led Operators Station**
- **Toolbox Behind Cab 16w 30h X 96d**
- **Toolbox Driver Side Chassis Frame 60w 24h 24d**

EXHIBIT B

Federal Acquisition Requirements Included in the Contract

1. **Equal Employment Opportunity.** Bidders on this work will be required to comply with the president's Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.
 - I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - II. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- IV. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

2. **Environmental Policy Acts.** The Borrower agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
3. **Human Trafficking.** The Borrower and all contracts shall comply with all applicable requirements of 22 U.S.C. § 7104(g) and 2 CFR Part 175.
4. **Kickbacks.** The Borrower and all contracts shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).
5. **Limitations on Lobbying Activities.** The Borrower and all contracts certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Borrower, its contractor or any subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
6. **Nondiscrimination.** The Borrower shall require all contractors and subcontractors to comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

EXHIBIT C

A a:::nA United States

I'I Environmental Protection Agency

SRF PROJECT#

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

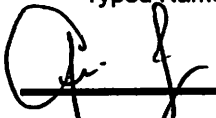
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Art Logan - Regional Sales Manager

Typed Name & Title of Authorized Representative

 6-14-2024

Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete.

EXHIBIT D**SRF SPECIAL CONDITIONS**
THAT MUST BE SUBMITTED
WITH BIDS**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS****Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Johnson Equipment, LLC

Organization Name

Art Logan - Regional Sales Manager

Name and Title of Authorized Representative

 6-14-2024

Signature Date

Transmittal Memo

Date: July 3, 2024

To: Lance Hopkin, PE
Public Works Director / City Engineer
240 Lincoln Street
Lander, WY 82520
(307) 330-4956



RE: Lincoln Street Improvements Project – RECOMMENDATION OF AWARD

On Thursday, June 27, 2024, the second bidding period for the above referenced project closed with receipt of 3 bids. WHS has evaluated all three bid packages and found them complete and in compliance with the bidding requirements. The bids are as follows:


High Country Construction	\$7,296,256.80
Oftedal Construction Inc.	\$7,873,821.10
Alexander Excavation Inc.	\$8,219,353.00

We recommend award of the project contract to High Country Construction (HCC) as the lowest responsive bidder. Attached is a bid tabulation for your reference as well as a processed Notice of Award (NOA) for your execution. Upon acceptance of the recommendation and approved NOA, WHS will proceed with processing the proposed agreement with HCC and creation of Construction Documents.

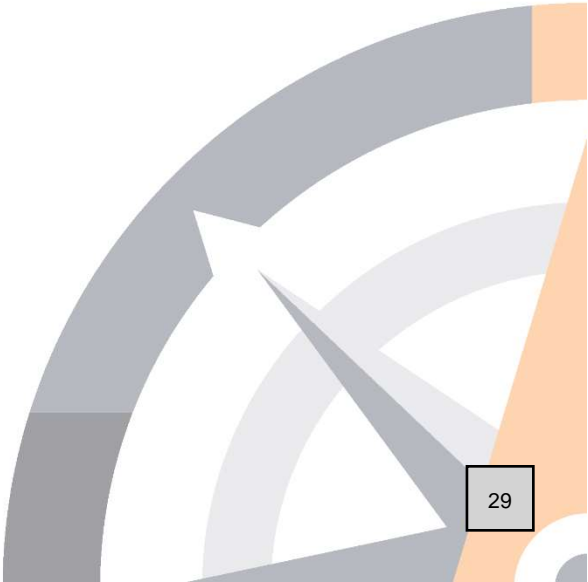
For the City’s reference, High Country has indicated that their proposed construction schedule will be entirely within calendar year 2025. We have had conversations with them expressing the City’s flexibility on schedule and willingness to allow some phased work in 2024 and/or acquisition and storage of materials. In return, HCC agreed to keep us informed of any changes to their schedule.

Please contact us with any questions or needed clarifications.

Respectfully submitted,



Kye T. Kreuzel
WHS Staff Engineer



LINCOLN STREET REPAIR PROJECT

UNIT PRICE BID SCHEDULE - A				AEI		OFTEDAL		HCC	
M&P Ref.	Item Description	Estimated Quantity	Units	Unit Price	Bid Item Price	Unit Price	Bid Item Price	Unit Price	Bid Item Price
A - General									
2	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 695,000.00	\$ 695,000.00
3	SWPPP Permit and Construction BMP's	1	LS	\$ 6,626.00	\$ 6,626.00	\$ 65,000.00	\$ 65,000.00	\$ 41,300.00	\$ 41,300.00
4	Landowner Coordination / Project Documentation	1	LS	\$ 77,614.00	\$ 77,614.00	\$ 26,000.00	\$ 26,000.00	\$ 58,000.00	\$ 58,000.00
5	Construction Surveying	1	LS	\$ 98,064.00	\$ 98,064.00	\$ 45,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00
6	Traffic Control with Plans	1	LS	\$ 13,252.00	\$ 13,252.00	\$ 200,000.00	\$ 200,000.00	\$ 95,000.00	\$ 95,000.00
Reserve Items:									
7	Force Account	1	LS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
55	Temporary Asphalt Surfacing	8,250	SY	\$ 12.50	\$ 103,125.00	\$ 9.50	\$ 78,375.00	\$ 11.50	\$ 94,875.00
56	Sewer By-Pass Pumping	1	LS	\$ 278,143.00	\$ 278,143.00	\$ 200,000.00	\$ 200,000.00	\$ 57,000.00	\$ 57,000.00
57	Miscellaneous Asphalt	600	TONS	\$ 205.00	\$ 123,000.00	\$ 162.00	\$ 97,200.00	\$ 165.00	\$ 99,000.00
SubTotal				\$	824,824.00	\$	1,811,575.00	\$	1,295,175.00

LINCOLN STREET REPAIR PROJECT

UNIT PRICE BID SCHEDULE - B				AEI		OFTEDAL		HCC	
M&P Ref.	Item Description	Estimated Quantity	Units	Unit Price	Bid Item Price	Unit Price	Bid Item Price	Unit Price	Bid Item Price
B - Miscellaneous Excavation & Fill									
8	Exploratory Excavation	50	HR	\$ 695.00	\$ 34,750.00	\$ 500.00	\$ 25,000.00	\$ 900.00	\$ 45,000.00
9	Unclassified Surface Excavation	750	CY	\$ 42.00	\$ 31,500.00	\$ 65.00	\$ 48,750.00	\$ 75.00	\$ 56,250.00
10	Unclassified Road Section Excavation	24,740	SY	\$ 9.20	\$ 227,608.00	\$ 25.00	\$ 618,500.00	\$ 19.00	\$ 470,060.00
SubTotal				\$	293,858.00	\$	692,250.00	\$	571,310.00

LINCOLN STREET REPAIR PROJECT

UNIT PRICE BID SCHEDULE - E				AEI		OFTEDAL		HCC	
M&P Ref.	Item Description	Estimated Quantity	Units	Unit Price	Bid Item Price	Unit Price	Bid Item Price	Unit Price	Bid Item Price
E - Sewer Utility Items									
45	Remove Existing Sanitary Sewer Manhole	13	EA	\$ 1,018.00	\$ 13,234.00	\$ 2,000.00	\$ 26,000.00	\$ 1,630.00	\$ 21,190.00
46	Abandon Sanitary Sewer Manhole in Place	1	EA	\$ 1,207.00	\$ 1,207.00	\$ 4,000.00	\$ 4,000.00	\$ 2,435.00	\$ 2,435.00
47a	Sanitary Sewer Service Abandon in Place	6	EA	\$ 1,392.00	\$ 8,352.00	\$ 3,560.00	\$ 21,360.00	\$ 2,080.00	\$ 12,480.00
47b	Abandon Sanitary Sewer Pipe in Place	2,326	LF	\$ 28.00	\$ 65,128.00	\$ 4.80	\$ 11,164.80	\$ 12.50	\$ 29,075.00
48	48" Sanitary Sewer Manhole	14	EA	\$ 8,123.00	\$ 113,722.00	\$ 15,000.00	\$ 210,000.00	\$ 8,490.00	\$ 118,860.00
49a	Tie Existing MH to new PVC pipe	2	EA	\$ 4,544.00	\$ 9,088.00	\$ 5,000.00	\$ 10,000.00	\$ 1,690.00	\$ 3,380.00
49b	Tie new MH to Existing 4" Sewer Pipe	3	EA	\$ 548.00	\$ 1,644.00	\$ 2,700.00	\$ 8,100.00	\$ 850.00	\$ 2,550.00
49c	Tie new MH to Existing 6" Sewer Pipe	4	EA	\$ 595.00	\$ 2,380.00	\$ 2,800.00	\$ 11,200.00	\$ 980.00	\$ 3,920.00
49d	Tie new MH to Existing 8" Sewer Pipe	9	EA	\$ 607.00	\$ 5,463.00	\$ 2,900.00	\$ 26,100.00	\$ 1,110.00	\$ 9,990.00
49e	Tie new MH to Existing 12" Sewer Pipe	2	EA	\$ 699.00	\$ 1,398.00	\$ 3,000.00	\$ 6,000.00	\$ 1,310.00	\$ 2,620.00
49f	Tie new MH to Existing 15" Sewer Pipe	2	EA	\$ 1,155.00	\$ 2,310.00	\$ 3,100.00	\$ 6,200.00	\$ 1,590.00	\$ 3,180.00
50	Sanitary Sewer Manhole Collar Repair/Replace	2	EA	\$ 1,985.00	\$ 3,970.00	\$ 490.00	\$ 980.00	\$ 1,000.00	\$ 2,000.00
51a	Sanitary Sewer 8" SDR 35 PVC - Remove and Replace	2,840	LF	\$ 186.00	\$ 528,240.00	\$ 72.00	\$ 204,480.00	\$ 105.00	\$ 298,200.00
51b	Sanitary Sewer 8" SDR 35 PVC - Install New	2,030	LF	\$ 160.00	\$ 324,800.00	\$ 72.00	\$ 146,160.00	\$ 94.00	\$ 190,820.00
52	Locate Sewer Service Line	113	EA	\$ 737.00	\$ 83,281.00	\$ 507.00	\$ 57,291.00	\$ 810.00	\$ 91,530.00
53a	Sanitary Sewer Service Reconnect - Variable Dia & Mat	113	EA	\$ 724.00	\$ 81,812.00	\$ 2,600.00	\$ 293,800.00	\$ 1,900.00	\$ 214,700.00
53b	Sanitary Sewer 4" Service Line	4,310	LF	\$ 118.00	\$ 508,580.00	\$ 30.00	\$ 129,300.00	\$ 65.00	\$ 280,150.00
53c	Sanitary Sewer 6" Service Line	254	LF	\$ 181.00	\$ 45,974.00	\$ 55.00	\$ 13,970.00	\$ 145.00	\$ 36,830.00
SubTotal				\$	1,800,583.00	\$	1,186,105.80	\$	1,323,910.00

LINCOLN STREET REPAIR PROJECT

UNIT PRICE BID SCHEDULE - D				AEI		OFTEDAL		HCC	
M&P Ref.	Item Description	Estimated Quantity	Units	Unit Price	Bid Item Price	Unit Price	Bid Item Price	Unit Price	Bid Item Price
D - Surface Construction Items									
21a	4" Grading W Base - Below Sidewalk & ADA Ramps	1,480	SY	\$ 44.00	\$ 65,120.00	\$ 25.50	\$ 37,740.00	\$ 14.50	\$ 21,460.00
21b	6" Grading W Base - Below Curb & Gutter	420	SY	\$ 115.00	\$ 48,300.00	\$ 13.00	\$ 5,460.00	\$ 18.00	\$ 7,560.00
21c	6" Grading W Base - Below Concrete Pavement	1,480	SY	\$ 47.00	\$ 69,560.00	\$ 15.00	\$ 22,200.00	\$ 18.00	\$ 26,640.00
21d	8" Grading W Base - Below Asphalt	24,740	SY	\$ 19.00	\$ 470,060.00	\$ 20.00	\$ 494,800.00	\$ 20.00	\$ 494,800.00
22	Structural Fill	100	TONS	\$ 66.00	\$ 6,600.00	\$ 22.50	\$ 2,250.00	\$ 56.50	\$ 5,650.00
54	Geotextile Fabric	24,740	SY	\$ 6.50	\$ 160,810.00	\$ 5.40	\$ 133,596.00	\$ 6.50	\$ 160,810.00
23	3" Plant Mix Pavement	24,740	SY	\$ 47.00	\$ 1,162,780.00	\$ 37.50	\$ 927,750.00	\$ 39.00	\$ 964,860.00
24	6" Concrete Pavement (Approaches)	955	SY	\$ 103.00	\$ 98,365.00	\$ 108.00	\$ 103,140.00	\$ 94.00	\$ 89,770.00
25	4" Concrete Sidewalk	1,200	SY	\$ 91.00	\$ 109,200.00	\$ 64.00	\$ 76,800.00	\$ 83.00	\$ 99,600.00
26	Curb And Gutter	1,480	LF	\$ 70.00	\$ 103,600.00	\$ 32.00	\$ 47,360.00	\$ 63.00	\$ 93,240.00
27a	Install New Handicapped Ramp Type A Complete	4	EA	\$ 1,259.00	\$ 5,036.00	\$ 2,900.00	\$ 11,600.00	\$ 1,140.00	\$ 4,560.00
27b	Install New Handicapped Ramp Type B Complete	19	EA	\$ 1,259.00	\$ 23,921.00	\$ 2,900.00	\$ 55,100.00	\$ 1,140.00	\$ 21,660.00
28	Remove and Reset Catch Basin	2	EA	\$ 8,674.00	\$ 17,348.00	\$ 8,000.00	\$ 16,000.00	\$ 4,010.00	\$ 8,020.00
29	Telecom MH Rim Adjustment	7	EA	\$ 1,980.00	\$ 13,860.00	\$ 1,780.00	\$ 12,460.00	\$ 680.00	\$ 4,760.00
30	Construct Valley Gutter/Fillet	522	SY	\$ 199.00	\$ 103,878.00	\$ 106.00	\$ 55,332.00	\$ 180.00	\$ 93,960.00
31	Low Height Concrete Retaining Wall	88	LF	\$ 186.00	\$ 16,368.00	\$ 170.00	\$ 14,960.00	\$ 84.00	\$ 7,392.00
32	Landscape Repair	1	LS	\$ 53,007.00	\$ 53,007.00	\$ 11,400.00	\$ 11,400.00	\$ 59,000.00	\$ 59,000.00
33	Remove and Relocate Fence	50	LF	\$ 53.00	\$ 2,650.00	\$ 81.00	\$ 4,050.00	\$ 75.00	\$ 3,750.00
34	Remove and Replace Existing Pull Box	2	EA	\$ 3,779.00	\$ 7,558.00	\$ 2,100.00	\$ 4,200.00	\$ 3,000.00	\$ 6,000.00
35	Concrete Pavement Remove and Replace Patching	5	SY	\$ 663.00	\$ 3,315.00	\$ 157.00	\$ 785.00	\$ 600.00	\$ 3,000.00
36	Asphalt Pavement Remove and Replace Patching	240	SY	\$ 73.00	\$ 17,520.00	\$ 58.00	\$ 13,920.00	\$ 65.00	\$ 15,600.00
37	Grading W Base - Remove and Replace Patching	260	SY	\$ 21.00	\$ 5,460.00	\$ 24.50	\$ 6,370.00	\$ 39.50	\$ 10,270.00
38	Clearing and Grubbing	53	SY	\$ 24.00	\$ 1,272.00	\$ 284.00	\$ 15,052.00	\$ 100.00	\$ 5,300.00
39a	Clearing 6" Trees	22	EA	\$ 1,988.00	\$ 43,736.00	\$ 709.00	\$ 15,598.00	\$ 400.00	\$ 8,800.00
39b	Clearing 10" Trees	1	EA	\$ 4,638.00	\$ 4,638.00	\$ 1,580.00	\$ 1,580.00	\$ 800.00	\$ 800.00
39c	Clearing 18" Trees	2	EA	\$ 5,301.00	\$ 10,602.00	\$ 2,100.00	\$ 4,200.00	\$ 1,600.00	\$ 3,200.00
39d	Clearing 30" Trees	3	EA	\$ 5,963.00	\$ 17,889.00	\$ 2,100.00	\$ 6,300.00	\$ 3,210.00	\$ 9,630.00
39e	Remove and Replace 6" Tree	4	EA	\$ 4,903.00	\$ 19,612.00	\$ 709.00	\$ 2,836.00	\$ 3,500.00	\$ 14,000.00
40a	Removal and Replacement of Irrigation Culverts	334	LF	\$ 200.00	\$ 66,800.00	\$ 145.00	\$ 48,430.00	\$ 360.00	\$ 120,240.00
40b	Intake Structure	1	EA	\$ 45,736.00	\$ 45,736.00	\$ 94,200.00	\$ 94,200.00	\$ 14,800.00	\$ 14,800.00
40c	Outlet Structure	1	EA	\$ 41,542.00	\$ 41,542.00	\$ 94,200.00	\$ 94,200.00	\$ 18,500.00	\$ 18,500.00
41a	Install 6" C900 HDPE Storm Sewer Pipe	18	LF	\$ 150.50	\$ 2,709.00	\$ 47.00	\$ 846.00	\$ 114.00	\$ 2,052.00
41b	Install 12" C900 HDPE Storm Sewer Pipe	58	LF	\$ 124.00	\$ 7,192.00	\$ 69.50	\$ 4,031.00	\$ 100.00	\$ 5,800.00
42	Remove and Replace Catch Basins At Irrigation Crossing	2	EA	\$ 8,966.00	\$ 17,932.00	\$ 6,610.00	\$ 13,220.00	\$ 7,010.00	\$ 14,020.00
43a	Erosion Control Blanket	296	SF	\$ 6.75	\$ 1,998.00	\$ 3.30	\$ 976.80	\$ 7.80	\$ 2,308.80
43b	Slope Armor and Rip Rap	230	SF	\$ 44.50	\$ 10,235.00	\$ 15.00	\$ 3,450.00	\$ 18.50	\$ 4,255.00
44	Sidewalk Drain with Heal Grate	10	LF	\$ 268.00	\$ 2,680.00	\$ 82.50	\$ 825.00	\$ 173.50	\$ 1,735.00
SubTotal				\$	2,858,889.00	\$	2,363,017.80	\$	2,427,802.80

LINCOLN STREET REPAIR PROJECT

UNIT PRICE BID SCHEDULE - C				AEI		OFTEDAL		HCC	
M&P Ref.	Item Description	Estimated Quantity	Units	Unit Price	Bid Item Price	Unit Price	Bid Item Price	Unit Price	Bid Item Price
C - Water Utility Items									
11	Temporary Water	1	LS	\$ 48,361.00	\$ 48,361.00	\$ 120,000.00	\$ 120,000.00	\$ 45,500.00	\$ 45,500.00
12a	Install 8" C900 DR-18 Water Line Pipe	320	LF	\$ 175.75	\$ 56,240.00	\$ 88.00	\$ 28,160.00	\$ 120.00	\$ 38,400.00
12b	Install 12" C900 DR-18 Water Line Pipe	5,080	LF	\$ 206.00	\$ 1,046,480.00	\$ 100.00	\$ 508,000.00	\$ 160.00	\$ 812,800.00
12c	Install 6" C900 DR-18 Water Line Pipe	40	LF	\$ 163.00	\$ 6,520.00	\$ 80.00	\$ 3,200.00	\$ 131.00	\$ 5,240.00
13a	Locate Water Service Line	3	EA	\$ 737.00	\$ 2,211.00	\$ 592.00	\$ 1,776.00	\$ 1,640.00	\$ 4,920.00
13b	Remove & Replace 1" Water Service Connection	77	EA	\$ 5,921.50	\$ 455,955.50	\$ 2,700.00	\$ 207,900.00	\$ 2,180.00	\$ 167,860.00
13c	Remove & Replace 2" Water Service Connection	1	EA	\$ 6,322.00	\$ 6,322.00	\$ 5,430.00	\$ 5,430.00	\$ 3,590.00	\$ 3,590.00
13d	Remove & Replace 4" Water Service Connection	2	EA	\$ 7,442.00	\$ 14,884.00	\$ 5,040.00	\$ 10,080.00	\$ 3,310.00	\$ 6,620.00
14a	Remove & Replace 1" Water Service Line	3,437	LF	\$ 77.00	\$ 264,649.00	\$ 59.50	\$ 204,501.50	\$ 11.00	\$ 37,807.00
14b	Remove & Replace 2" Water Service Line	53	LF	\$ 151.00	\$ 8,003.00	\$ 64.00	\$ 3,392.00	\$ 25.00	\$ 1,325.00
14c	Remove & Replace 4" Water Service Line	112	LF	\$ 142.00	\$ 15,904.00	\$ 75.00	\$ 8,400.00	\$ 38.50	\$ 4,312.00
14d	Remove & Install Meter Pit	4	EA	\$ 4,619.00	\$ 18,476.00	\$ 5,130.00	\$ 20,520.00	\$ 5,500.00	\$ 22,000.00
15a	Install New 1" Water Service Connection	2	EA	\$ 6,783.00	\$ 13,566.00	\$ 2,660.00	\$ 5,320.00	\$ 2,180.00	\$ 4,360.00
15b	Install New 1" Water Service Line	92	LF	\$ 93.00	\$ 8,556.00	\$ 21.50	\$ 1,978.00	\$ 17.50	\$ 1,610.00
16	Install New Fire Hydrant Assembly Complete	9	EA	\$ 14,079.00	\$ 126,711.00	\$ 15,900.00	\$ 143,100.00	\$ 14,300.00	\$ 128,700.00
17	Remove Existing Fire Hydrant Assembly	9	EA	\$ 2,401.00	\$ 21,609.00	\$ 15.00	\$ 135.00	\$ 780.00	\$ 7,020.00
18a	12" Water Gate Valves	25	EA	\$ 5,736.00	\$ 143,400.00	\$ 8,850.00	\$ 221,250.00	\$ 8,330.00	\$ 208,250.00
18b	8" Water Gate Valves	12	EA	\$ 3,368.00	\$ 40,416.00	\$ 6,700.00	\$ 80,400.00	\$ 5,080.00	\$ 60,960.00
18c	4" Water Gate Valves	2	EA	\$ 2,187.00	\$ 4,374.00	\$ 5,380.00	\$ 10,760.00	\$ 3,150.00	\$ 6,300.00
19a	Water Cross 12x12x12x12	2	EA	\$ 3,541.00	\$ 7,082.00	\$ 5,700.00	\$ 11,400.00	\$ 4,350.00	\$ 8,700.00
19b	Water Cross 12x8x12x8	6	EA	\$ 2,737.00	\$ 16,422.00	\$ 5,080.00	\$ 30,480.00	\$ 3,630.00	\$ 21,780.00
19c	Water Tee 12x12x12	1	EA	\$ 2,682.00	\$ 2,682.00	\$ 4,250.00	\$ 4,250.00	\$ 3,470.00	\$ 3,470.00
19d	Water Tee 12x12x6	9	EA	\$ 2,177.00	\$ 19,593.00	\$ 3,830.00	\$ 34,470.00	\$ 2,980.00	\$ 26,820.00
19e	Water Tee 8x8x6	2	EA	\$ 1,827.00	\$ 3,654.00	\$ 2,850.00	\$ 5,700.00	\$ 2,520.00	\$ 5,040.00
19f	10x8 Reducer	1	EA	\$ 1,286.50	\$ 1,286.50	\$ 2,520.00	\$ 2,520.00	\$ 1,200.00	\$ 1,200.00
19g	12x8 Reducer	3	EA	\$ 1,337.00	\$ 4,011.00	\$ 2,350.00	\$ 7,050.00	\$ 1,235.00	\$ 3,705.00
19h	8x6 Reducer	6	EA	\$ 1,043.00	\$ 6,258.00	\$ 2,210.00	\$ 13,260.00	\$ 950.00	\$ 5,700.00
19i	8x4 Reducer	3	EA	\$ 1,037.00	\$ 3,111.00	\$ 2,190.00	\$ 6,570.00	\$ 930.00	\$ 2,790.00
19j	12" - 11 1/2 Degree Bend	2	EA	\$ 1,874.00	\$ 3,748.00	\$ 3,500.00	\$ 7,000.00	\$ 1,810.00	\$ 3,620.00
19k	6" - 90 Degree Bend	2	EA	\$ 1,328.00	\$ 2,656.00	\$ 3,060.00	\$ 6,120.00	\$ 1,300.00	\$ 2,600.00
20a	Tie-in to existing 4" DI pipe	3	EA	\$ 3,233.00	\$ 9,699.00	\$ 6,650.00	\$ 19,950.00	\$ 1,530.00	\$ 4,590.00
20b	Tie-in to existing 6" DI pipe	6	EA	\$ 3,508.00	\$ 21,048.00	\$ 6,700.00	\$ 40,200.00	\$ 1,540.00	\$ 9,240.00
20c	Tie-in to existing 8" DI pipe	3	EA	\$ 4,656.00	\$ 13,968.00	\$ 6,750.00	\$ 20,250.00	\$ 1,560.00	\$ 4,680.00
20d	Tie-in to existing 10" DI pipe	1	EA	\$ 6,405.00	\$ 6,405.00	\$ 6,800.00	\$ 6,800.00	\$ 1,600.00	\$ 1,600.00
20e	Tie-in to existing 12" DI pipe	3	EA	\$ 5,646.00	\$ 16,938.00	\$ 6,850.00	\$ 20,550.00	\$ 1,650.00	\$ 4,950.00
SubTotal				\$	2,441,199.00	\$	1,820,872.50	\$	1,678,059.00
Base Bid Amount - Total = A + B + C + D + E				\$	8,219,353.00	\$	7,873,821.10	\$	7,296,256.80
Total Base Bid Amount (Words)				\$					

Refer to Specification 01 1500 Measurement and Payment for full descriptions of each bid item.

Award of this contract will be based on the Total Base Bid Amount.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities,

After review of submitted bids, based on budgetary constraints, the Owner may remove work items as shown in the bid schedule, in part or whole. Any such changes will be quantified in the executed Contract

Notice of Award

Date: 07/03/24

Project: Lincoln Street Improvements Project	
Owner: City of Lander	Owner's Contract No.: E0624
Contract: Lincoln Street Improvements Project	Engineer's Project No.: 17063
Bidder: High Country Construction	
Bidder's Address: PO Box 930, Lander, WY 82520	

You are notified that your Bid dated **06/27/24** for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **Lincoln Street Improvements Project**.

The Contract Price of your Contract is for all work resulting in the amount totaling

SEVEN MILLION TWO HUNDRED AND NINETY-SIX THOUSAND TWO HUNDRED AND FIFTY-SIX DOLLARS AND 80 CENTS.

3 copies of the proposed Contract Documents (except Drawings) will be provided.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **[30]** days of the date you receive this Notice of Award.

1. Deliver to the Owner **[3]** fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 6.01).
3. Deliver with the executed Contract Documents the evidence of insurance as specified in the Supplementary Conditions SC-2.01.
4. Deliver a general schedule for the project including projected start date, end date, and major phasing milestones. A more detailed schedule in accordance with the General Conditions requirements can be addressed closer to your intended ground-breaking date.

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 Contract Documents.

City of Lander, WY
Owner

By: _____
Authorized Signature

Title

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JUVENILE JUSTICE SERVICES OF FREMONT COUNTY AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this day ____ of _____, 2024 (hereinafter referred to as the “Effective Date”); by and between the Fremont County JUVENILE JUSTICE SERVICES OF FREMONT COUNTY, (hereinafter collectively referred to as “JUVENILE JUSTICE SERVICES OF FREMONT COUNTY”); and CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, CITY needs additional information on juvenile offenders to determine the best course of action when juveniles are cited for criminal violations; and,

WHEREAS, CITY needs supervisors for juveniles ordered to probation and prosecutorial probation; and,

WHEREAS, CITY, through its Municipal Court and Prosecutor, may require juvenile offenders to attend and participate in various intervention and educational programs; and,

WHEREAS, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY have the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation by either the Municipal Court or the City Prosecutor, and has instituted appropriate programs for juvenile offenders; and,

WHEREAS, CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY acknowledge that the service being provided by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY pursuant to this agreement is a public benefit, the parties also acknowledge that it is the goal of both parties that JUVENILE JUSTICE SERVICES OF FREMONT COUNTY continues working to obtain funding from other sources other than the City to provide the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation by either the Municipal Court or the City Prosecutor, and continue its programs for juvenile offenders because the CITY due to present funding set forth in the Wyoming Statutes must rely on the legislature for its funding. CITY may not be able to purchase services at the level described herein and therefore, cannot make any commitment to provide future funding for the services described in this agreement except as specifically set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, and the Parties hereby agree as follows:

- 1) **SERVICES**. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall interview each juvenile offender cited with violating a provision of the Lander Municipal Code who contacts JUVENILE JUSTICE SERVICES OF FREMONT COUNTY prior to arraignment.
 - a) An intake interview will, at a minimum, consist of the following:
 - i) Interview the juvenile offender separate from any accompanying family or friends, *excepting parent(s) or guardian(s)*;
 - ii) Interview the accompanying parent, guardian, family member, or friend(s), as may be appropriate, separate from the juvenile; and
 - iii) Meet with the juvenile, together with parent(s) or guardians(s) to discuss the criminal process, deferred prosecution and other pertinent information.
 - iv) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide a report on each juvenile to the City Prosecutor at least three (3) days prior to the juvenile’s arraignment date. The report will include, but is not limited to:
 - (1) Information provided by the juvenile;
 - (2) Information provided by the juvenile’s parent(s) or guardian(s);
 - (3) Information obtained from collateral sources confirming or contradicting juvenile’s parents’ or guardians’ information;
 - (4) Information from school teachers, principal, and/or counselor(s) as appropriate;
 - (5) Information from any source with whom the juvenile has significant contact, as appropriate and relevant;
 - (6) Information regarding prior and pending violations of law; and,
 - v) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY’s recommendation for the juvenile.

(1) If a juvenile is sentenced in Lander Municipal Court, and upon request from the Court, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY will perform a pre-sentence investigation, prepare a report that includes, but is not limited to, the terms listed in paragraph 3(a) above; and submit the report, verbally, to the court at the juvenile's sentencing.

(2) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide supervision for juvenile offenders, order by the Court and/or City Prosecutor to probation and deferred prosecution. Supervision shall include, but is not limited to:

(i) Periodic meetings with each juvenile as determined by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY;

(ii) Track the juvenile's completion and compliance of specific probation or pre-court diversion terms;

(iii) Administer drug and alcohol screen as required; and

(iv) Provide written notification to the Prosecutor when substantive violations or concerns occur which would impact the current fulfillment of the deferred prosecution agreement.

vi). JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall administer appropriate programs for juvenile offenders. These programs shall include, but are not limited to: Work Alternatives Program (community service); Moral Recognition Therapy Group for juvenile offenders, consisting of a minimum of twelve (12) weeks to complete group (MRT) requirements, and, drug and alcohol screening in cooperation with the Wyoming State Chemical Testing Lab.

vi) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to perform such other duties as reasonably requested by the City Prosecutor and shall perform such duties as ordered by Municipal Court.

2) **CONSIDERATION**. In consideration for the above services, CITY shall pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY \$35,000.00. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall submit a quarterly report, accompanied by supporting documentation to verify expenditures, within two weeks of the end of the quarter.

- 3) **TERM.** The term of this Agreement shall be from July 1, 2024, through June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

- 4) **REPORTING.**
 - a) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide CITY with written quarterly financial reports, including but not limited to: balance sheet and income statement. Upon reasonable notice, CITY or its authorized representative may from time to time inspect, audit and make copies of PROVIDER’S books and records that relate to this Agreement.

 - b) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide quarterly reports indicating the number of intake interviews performed, the number of City Probationers currently supervised; the number of pre-sentence investigations requested and completed; and the status of all cases initiated or administered by the Lander Police Department, City Prosecutor and the Lander Municipal Court. The quarterly report shall include such other information reasonably requested by CITY.

- 5) **TERMINATION.** This Agreement may be terminated by either party for any reason or no reason at all, upon thirty (30) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by CITY, CITY agrees to make payment to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY a prorated amount for the current quarter through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.

- 6) **AVAILABILITY OF FUNDS.** CITY’S obligation to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY hereunder. If, in the sole discretion of the CITY, funds are not available for CITY to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for the performance of the services, CITY may terminate this agreement at any time in its discretion without further liability or obligation. CITY shall notify JUVENILE JUSTICE SERVICES OF FREMONT COUNTY at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to CITY in the event termination of this agreement occurs. CITY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY or any other person or entity as a result of termination under this section.
- 7) **CONFORMANCE WITH LAWS.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, sexual orientation, creed, color, national origin, or ancestry.
- 8) **INDEMNITY.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall indemnify, defend and hold harmless CITY from and against any and all claims of any nature whatsoever arising from connection with the performance of any duties by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY related in any way to this Agreement.
- 9) **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- 10) **ASSIGNMENT.** This Agreement is not assignable without prior written consent of the parties.

- 11) **GOVERNMENTAL IMMUNITY.** Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
- 12) **CHOICE OF LAW.** The laws of the State of Wyoming govern this agreement.
- 13) **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 14) **ENTIRE AGREEMENT.** This seven (7) page document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY.
- 15) **RELATIONSHIP OF PARTIES.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

THE BOARD OF COMMISSIONERS OF
FREMONT COUNTY:

By: _____
CHAIRMAN Date

ATTEST:

Julie Freese, County Clerk Date

City of Lander:

By: _____
Monte Richardson, Mayor Date

ATTEST:

Rachelle Fontaine, City Clerk Date



4/26/2024

HAND DELIVERED

EUGENE E JR & MARGARET E PUGH
485 S 5th St.
Lander, WY 82520

RE: Project: Lander Sidewalk Improvements
Parcel: 43
Updated Written Offer Letter

Dear EUGENE E JR & MARGARET E PUGH:

The City of Lander was a recipient of a Transportation Alternatives Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the upcoming Lander Sidewalks Improvement project.

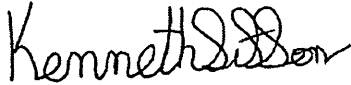
The Lander Sidewalks Improvement project is located within the city limits of Lander Wyoming. Through the grant, the Lander Sidewalks Improvements project will include the installation of sidewalk for Safe Route corridors approximately 3,825 feet of 4-inch sidewalk, 600 feet of curb and gutter, and 750 feet of 6-inch driveway. This project will also include the installation of Rectangular Rapid Flashing Beacons (RRFBs).

The Lander Sidewalks Improvement project that is being implemented will affect property owned by you and will require certain property and/or property rights to be acquired by the City of Lander. The brochure enclosed, "**Acquisition Acquiring Real Property For Federal and Federal-Aid Programs and Projects**" provides information regarding your rights and to serve as a guide during this acquisition process.

On behalf of the City of Lander, we've been authorized to present an offer to you in the amount of \$14,405.00, based off negotiations.

If you have any questions or concerns, please do not hesitate to contact me at:
kenneth.sisson@hdrinc.com; mason.schuricht@hdrinc.com or, call me at 307.365.1505;
307.365.5355.

Respectfully,



Kenneth Sisson
HDR, Right of Way Agent

Enclosures

Written Summary Statement

Booklet: Acquisition Acquiring Real Property For Federal and Federal-Aid Programs and
Projects

Temporary Construction Easement Agreement

Permanent Sidewalk Easement

IRS Form W9

Acknowledgment of Receipt

I certify that I have received a copy of this letter, along with the above enclosures.



Signature of Owner

SIGNATURE ABOVE DOES NOT CONSTITUTE ACCEPTANCE OR REJECTION OF OFFER

I certify that, on this _____ day of _____, 2024 a copy of this Document and a copy of the
Acquisition Brochure was delivered by me to the above-named landowner and that they refused
to sign this document.

Signature of Agent

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (hereinafter referred to as "Easement" or "Agreement") is made and entered into by and between EUGENE E. PUGH JR. and MARGARET E. PUGH, husband and wife, the address of which is 485 S 5th St. Lander, WY 82520, their successors, and assigns (hereafter referred to as "Grantor") and the City of Lander the address of which is 240 Lincoln Street, Lander, WY 82520 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over and across that certain real property in Fremont County, Wyoming that is more particularly described on and shown on, Exhibit "A" attached hereto and incorporated herein (the "Burdened Properties"), an express, non-exclusive temporary construction easement in gross to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby declares and establishes for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive construction easement in gross in, under, over and across the Burdened Properties (the "Easement") for the purposes of grading, constructing, replacing, installing, inspecting, repairing, altering, substituting or other related construction activities related to the Gannett Peak Sidewalk Project on the Burdened Properties.
2. **Improvement and Maintenance.** The construction of the Gannett Peak Sidewalk Project shall be completed by Grantee at Grantee's sole cost and expense. The Grantee shall replace, in kind, all landscaping, grasses, and other disturbed items required to be removed to facilitate construction activities.
3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Easement, provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Properties for any purpose as Grantor deems necessary in Grantor's sole discretion that does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee.
4. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Burdened Properties and shall not merge therewith.

5. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Fremont County, Wyoming.

6. **Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

7. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective for two (2) years commencing on the date the construction contemplated herein commences upon the Burdened Property.

8. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Agreement and the Easement.

9. **Easement In Gross.** The Easement granted herein is an easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any property to use or enter upon the Burdened Properties. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Properties by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

10. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **Entire Agreement; Modification.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Fremont County, Wyoming as a condition to its effectiveness.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such

counterparts together shall constitute but one Agreement.

14. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

DATED this 4TH day of June, 2024.

>>>> SIGNATURES APPEAR ON FOLLOWING PAGES <<<<<

GRANTOR:

By: Eugene E. Pugh, Jr.
Eugene E. Pugh, Jr.

By: Margaret E. Pugh
Margaret E. Pugh

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

The foregoing Temporary Construction Easement was acknowledged before me by EUGENE E. PUGH JR and MARGARET E. PUGH, this 4 day of June, 2024.

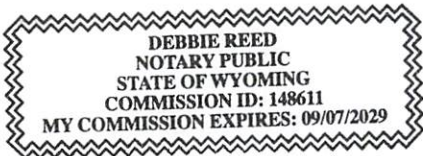
WITNESS my hand and official seal.

Debbie Reed

Notary Public

My commission expires: 9-7-2029

(Seal)



SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Eugene E. Pugh, Jr. and Margaret E. Pugh, of 485 S. 5th Street, Lander, WY 82520 their heirs, successors, and assigns, hereinafter known as Grantor(s), owners of real property herein described; in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO THE CITY OF LANDER, a Wyoming Municipal Corporation, of 240 Lincoln Street, Lander, Fremont County, Wyoming, 82520, the following described permanent non-exclusive sidewalk in, on, over, under, across, and through that property on the Legal Description found and shown on the easement sketch "Exhibit A", attached hereto and by this reference made a part hereof.

The above-described permanent sidewalk easement is to be used to locate, construct, maintain, repair and use a perpetual right of way for public access and walkway, including all appurtenances thereto.

The City of Lander is to have and to permanently hold the above-described land for the uses and purposes hereinabove described. The Grantor(s) agrees that it (they) will not construct, plant or cause to be placed within the limits of this said easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of this easement by the grantor(s), his representative or agent, the grantor(s) will in no way hold the City of Lander, Wyoming or its assigns liable for any damage done thereto during any period of construction, maintenance, or repair to the same drainage easement.

The rights granted herein shall not be construed to interfere with or restrict the Grantors and assigns from the use of the premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sidewalks. Grantor(s), their heirs, successors and assigns, hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of said land for the purposes described herein.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties hereto and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have here unto set our hands this 4TH day of June, 2024, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTOR:

Eugene E Pugh
Eugene E. Pugh, Jr.

GRANTOR:

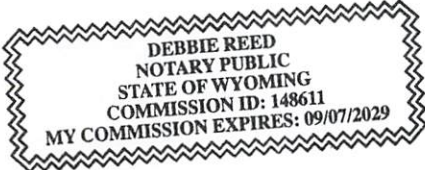
Margaret E. Pugh
Margaret E. Pugh

STATE OF Wyoming ss.
COUNTY OF Fremont

The forgoing instrument was acknowledged before me by EUGENE E. PUGH JR. and MARGARET E. PUGH this 4 day of June, 2024.

Witness my hand and official seal.

Debbie Reed
Notary Public

(Seal) 

My Commission Expires: 9-7-2029

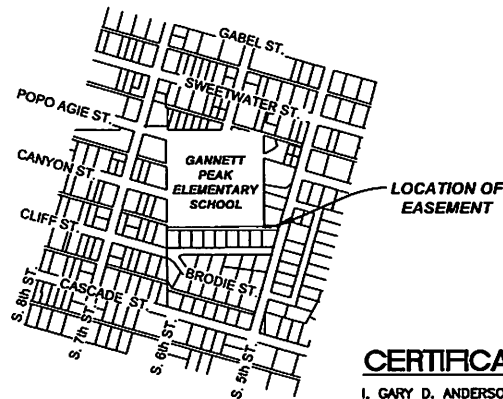
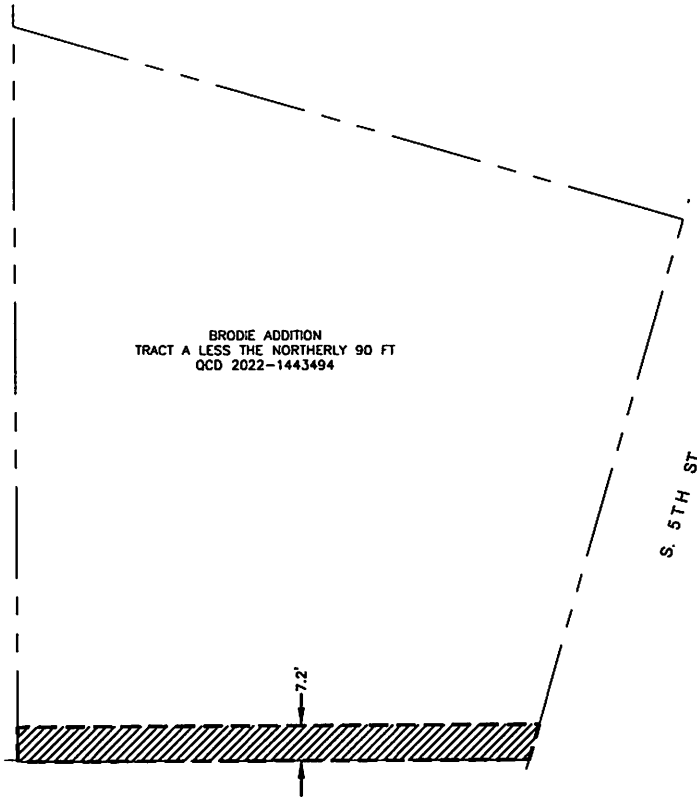
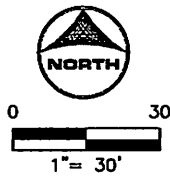
EXHIBIT A

PERMANENT EASEMENT

A Permanent Easement in Tract A, less the northerly 90 feet, located in the Brodie addition to the City of Lander, recorded in the Fremont County, Wyoming Clerk's Office, in the NE1/4 SW 1/4 of Section 18, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

The south 7.2 feet of said Tract A.

Said permanent easement containing 757.95 square feet, or 0.017 acres more or less.

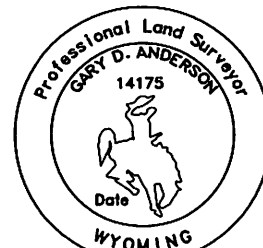


LEGEND

- PROPERTY LINE
- ||||| PERMANENT EASEMENT

CERTIFICATE OF SURVEYOR

I, GARY D. ANDERSON, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THE MAP AND LEGAL DESCRIPTION SHOWN HEREON WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION FROM A SURVEY AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



VICINITY MAP SCALE NOT TO SCALE

AREA DATA
PERMANENT EASEMENT 757.95 SQ.FT OR 0.017 AC MORE OR LESS



PERMANENT EASEMENT FREMONT COUNTY, WYOMING

PROJECT # 10328203	DATE 3/12/2024
DRAWN BY GDW/JEO	PLANE EXHIBIT A
CHECKED BY GDA	