

MEMORANDUM

TO: Mayor Patrick Collins, and City Council
FROM: TJ Barttelbort, Purchasing Manager 
DATE: November 18, 2024
SUBJECT: Consideration of Bid #S-7-25 for an Agreement between the City of Cheyenne and Fencetrak Inc. d/b/a Full Tilt Services for the Belvoir Ranch Trailhead and Access Roads project

Bid #S-7-25 was solicited for the Belvoir Ranch Trailhead and Access Roads Project (Project Vicinity Map Included).

Five (5) bidders responded to this bid, and the bid tabulation is attached. The Bids were received from:

1. Fencetrak Inc d/b/a Full Tilt Services
2. TC Solutions
3. Reiman Corp
4. Resource Construction LLC
5. Rocky Mountain Sand and Gravel

The bids were reviewed by Erin Gates (Engineering), and Dustin Humphreys (1% Construction) and their recommendation is to accept the lowest responsive bid from Fencetrak Inc d/b/a Full Tilt Services.

The total Bid Award is \$672,507.50.

Project Completion is scheduled for June 30, 2025.

Funding: 025-21-2111-40-46552 (Wyoming Outdoor Recreation Grant)
\$486,736.00 (Grant Funds)
015-21-2111-45-21301 (Belvoir Ranch Recreation Fund)
\$121,684.00 (Cash Match)
015-21-2111-45-21301 (Belvoir Ranch Recreation Fund)
\$64,087.50 (Amount over Cash Match)



City of Cheyenne
Purchasing

TJ Barttelbort, Purchasing Manager
2101 O'Neil Ave., Room 309, Cheyenne, WY 82001

EVALUATION TABULATION

IFB No. S-7-25

Belvoir Ranch Trailhead and Access Roads

RESPONSE DEADLINE: November 15, 2024 at 2:00 pm

Report Generated: Friday, November 15, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Fencetrak Inc. DBA Full Tilt Services	\$672,507.50
T C Solutions	\$798,913.00
Resource Construction LLC	\$812,924.12
RockyMountainSand@gmail.com	\$1,090,988.00
Reiman Corp.	\$1,484,040.50

BELVOIR RANCH TRAIL HEAD AND ACCESS ROAD

Vendor	Total
Fencetrak Inc. DBA Full Tilt Services	\$672,507.50
T C Solutions	\$798,913.00
Resource Construction LLC	\$812,924.12
RockyMountainSand@gmail.com	\$1,090,988.00
Reiman Corp.	\$1,484,040.50

CITY OF CHEYENNE, WYOMING
AGREEMENT

Bid No. S-7-25

Contract No. _____

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between the CITY OF CHEYENNE, WYOMING, hereinafter referred to as the "CITY", and **Fencetrak Inc. d/b/a Full Tilt Services**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH that the Contractor and the City, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work in an efficient and workmanlike manner in the construction of the "**Belvoir Ranch Trailhead and Access Roads**" project all in strict accordance with the Contract Documents including all addenda thereto, numbered and dated: **Addendum One (1), dated October 30, 2024, Addendum Two (2), dated November 7, 2024, and Addendum Three (3), dated November 13, 2024.**

ARTICLE 2. RESPONSIBLE DESIGNEE FOR THE CITY. The Contractor shall in any and all matters relating to the scope of services to be provided under this Contract or any other provisions herein, contact the City Engineer, or his/her designated representative.

ARTICLE 3. TIME FRAME FOR COMPLETION. The services to be performed under this Agreement shall commence on the date stipulated in the "Notice to Proceed" that will be issued by the City. The work shall be completed by **June 30, 2025**. If the work has not been completed within the time stipulated above, including any extensions of time issued by the City for excusable delays, the Contractor and his/her sureties shall pay the City fixed, agreed liquidated damages, as stipulated in the Supplemental Conditions, for each calendar day of delay until the work is completed.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT. The CITY will pay the CONTRACTOR for the performance of the Contract in current funds, **in an amount of Six Hundred Seventy-Two Thousand, Five Hundred Seven Dollars, and Fifty Cents (\$672,507.50)**. In the event there are changes in the estimated quantities shown on the Bid Proposal, the unit prices multiplied by the actual quantities shall govern, and the total contract amount will be adjusted accordingly. The City agrees to pay the above amount for contractual services in the following manner, upon receipt of appropriate documentation:

- a. The Contractor will be paid on a monthly basis for the percentage of estimated work completed. Submittal will be at least seven (7) business days prior to the payable due date as established annually by the City Treasurer's Office. The pay request shall be submitted on the Contract Payment Request Form and Itemized Pay Request or

the AIA Documents G702 and G703. The engineer will review the estimate for approval prior to payment.

b. The City will withhold five percent (5%) of the dollar value of the work completed for a minimum of forty-one (41) calendar days after Notice of Final Settlement has been published in accordance with Wyo. Stat. §16-6-116. Upon completion of the work under this Contract, the Contractor shall submit a Contractor’s Certificate of Completion; the Consent of Surety; Final Waivers of Lien from the Contractor, and all Sub-Contractors, Suppliers and Materialmen; Affidavit of Release of Liens; Affidavit of Payment; and a current Workers Compensation Certificate. Final payment will not be made until the above documents have been received by the City and all items on the Punch List have been completed, and the advertising requirements have been met.

ARTICLE 5. CONTRACT. The executed Contract Documents shall consist of the following:

- | | |
|---|--------------------------------------|
| 1. This Agreement; | |
| 2. Addenda; | 7. General Conditions and Insurance; |
| 3. Invitation for Bids; | 8. Supplemental Conditions; |
| 4. Instructions to Bidders; | 9. Part IV Forms & Notices; |
| 5. Signed Bid Proposal | 10. Specifications and Special |
| 6. Supplemental Federal Provisions & Clauses; | Provisions; and |
| | 11. Drawings. |

This Agreement, together with other documents enumerated in this Article 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, THAT the governing body of the City of Cheyenne has authorized the Mayor as Executive Officer of the City to enter into this Agreement, and that the parties hereto have caused this Agreement to be executed on the day and year in the first part herein written.

ATTEST:

CITY OF CHEYENNE, WYOMING

Kristina F. Jones, City Clerk

Patrick Collins, Mayor

Contractor

Fencetrak Inc. d/b/a Full Tilt Services

By

Title: _____
2701 Westland Ct, Suite A
Cheyenne, WY 82001