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**MEMORANDUM**

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**TO:** Mayor Patrick Collins, and City Council  
**FROM:** TJ Barttelbort, Purchasing Manager   
**DATE:** January 8, 2025  
**SUBJECT:** Consideration of Bid #S-10-25 for an Agreement between the City of Cheyenne and Cheyenne Tile and Stone for the Kiwanis Community House – Hardwood Floor Replacement project

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Bid #S-10-25 was solicited for the Kiwanis Community House – Hardwood Floor Replacement project

Three (3) bidders responded to this bid, and the bid tabulation is attached. The Bids were received from:

1. Cheyenne Tile and Stone, Cheyenne, WY
2. J & J Wood Floors, Cheyenne, WY
3. Wyoming Flooring, Cheyenne, WY

The bids were reviewed by Jason Sanchez (CRE), Sam Payne (CRE), and Benjamin Medina (CRE), and their recommendation is to accept the lowest responsive bid from Cheyenne Tile and Stone.

The total Bid Award is \$85,950.00. The Base Bid is for \$78,100.00, with an alternate to replace the base coving (if needed) for \$7,850.00.

Project Completion is scheduled for March 2025.

**Funding:** One Time State Distribution Funds  
001-21-2113-40-43701 (Park and Rec Projects) Project #250038



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

TJB

**EVALUATION TABULATION**

IFB No. S-10-25

Kiwanis Community House - Hardwood Floor Replacement

RESPONSE DEADLINE: January 7, 2025 at 2:00 pm

Report Generated: Tuesday, January 7, 2025

**SELECTED VENDOR TOTALS**

Vendor	Total
cheyenne tile and stone	\$85,950.00
J &J Wood Floors	\$110,500.00
Wyoming flooring	\$140,929.00

**KIWANIS COMMUNITY HOUSE - HARDWOOD FLOOR REPLACEMENT**

Kiwanis Community House - Hardwood Floor Replacement					cheyenne tile and stone		J &J Wood Floors		Wyoming flooring	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Kiwanis Community House - Hardwood Floor Replacement	1	LUMP SUM	\$78,100.00	\$78,100.00	\$105,500.00	\$105,500.00	\$98,562.00	\$98,562.00
Total						\$78,100.00		\$105,500.00		\$98,562.00

**BID ALTERNATE**

EVALUATION TABULATION

IFB No. S-10-25

Kiwanis Community House - Hardwood Floor Replacement

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Selected	Line Item	Bid Alternate			cheyenne tile and stone		J & J Wood Floors		Wyoming flooring	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and replace all base coving with new coving which shall be black in color.	1	LUMP SUM	\$7,850.00	\$7,850.00	\$5,000.00	\$5,000.00	\$42,367.00	\$42,367.00
Total						\$7,850.00		\$5,000.00		\$42,367.00

CITY OF CHEYENNE, WYOMING  
AGREEMENT

Bid No. S-10-25

Contract No. \_\_\_\_\_

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF CHEYENNE, WYOMING, hereinafter referred to as the “CITY”, and **Cheyenne Tile and Stone**, 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 “**Kiwanis Community House - Hardwood Floor Replacement**” project all in strict accordance with the Contract Documents, including all addenda thereto, numbered and dated: **Addendum One (1), dated January 2, 2024; and Addendum Two (2), dated January 6, 2025.**

**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 **March 2, 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 the amount of seventy-eight thousand one hundred dollars (\$78,100.00). If the base coving cannot be reused, the CITY will pay in an amount of seven thousand eight hundred fifty dollars (\$7,850.00), for a total price not to exceed eighty-five thousand nine hundred fifty dollars (\$85,950.00).** 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, 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;          | 6. General Conditions and Insurance;          |
| 2. Addenda;                 | 7. Supplemental Conditions;                   |
| 3. Invitation for Bids;     | 8. Part IV Forms & Notices;                   |
| 4. Instructions to Bidders; | 9. Specifications and Special Provisions; and |
| 5. Signed Bid Proposal;     | 10. 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**

\_\_\_\_\_  
Kylie Soden, City Clerk

\_\_\_\_\_  
Patrick Collins, Mayor

**Contractor**

Cheyenne Tile and Stone  
By

\_\_\_\_\_  
Title: \_\_\_\_\_  
911 E Fox Farm Road, Unit 5  
Cheyenne, WY 82007