

**COUNCIL WORK SESSION**  
Tuesday, January 27, 2015, 4:30 p.m.  
Casper City Hall  
Council Meeting Room

AGENDA

1. Executive Session: Property
2. WARM Presentation
3. Snow Sports Group
4. Presentation by Judy Studer
5. Platte River Trails Trust – Future Trails Plan
6. Snow Removal
7. Sole Source Purchases: What is the Process?
8. Event Center Scoreboard
9. Future Agenda Review

January 20, 2015

MEMO TO: Charlie Powell, Mayor  
FROM: Tracey Belser, Human Resources Director JB  
SUBJECT: WARM Presentation

Summary:

The Wyoming Association of Risk Management (WARM) is a Liability and Property Pool that was formed in the mid-1980s. WARM was created as a direct result of significantly limited insurance markets for local governments. Pooling became the most viable option for liability and property coverage for many local governments during this time.

In 1998, the City of Casper contributed \$250,000 and became a member of WARM. Each entity has equity in WARM and appoints a member to the WARM Board of Directors. The City of Casper's Human Resources Director is appointed to serve on the WARM Board of Directors.

Joe Constantino became the Executive Director of WARM in 2011. Mr. Constantino will be presenting to City Council at the January 27, 2015 work session as an informational and educational effort. The presentation will consist of a general overview of services WARM provides to member entities.



Wyoming Association  
of Risk Management



Wyoming Association  
of Risk Management

## THE WARM ADVANTAGE

- General Liability
- Public Officials
- Errors & Omissions
- Employment Practices
- Property
- Boiler & Machinery
- Crime

### OUR MISSION:

"WARM is committed to protecting member assets through progressive and proactive risk management strategies."

### OUR VALUES:

Dedication  
Responsibility  
Integrity



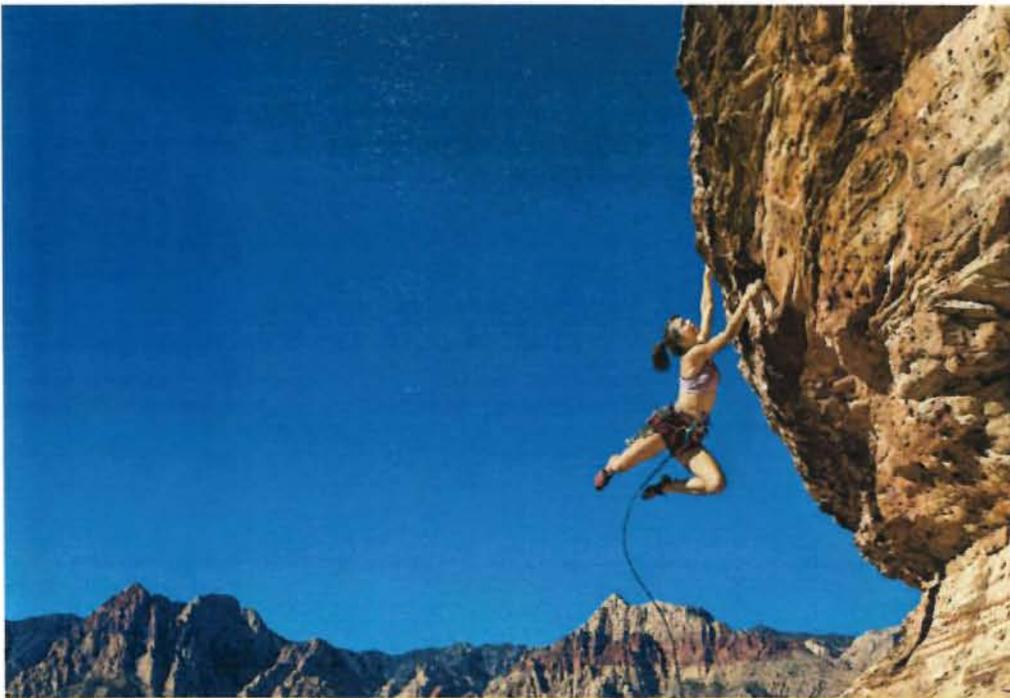
## WARM MEMBERS

- |   |  |                         |
|---|--|-------------------------|
| ▪ Albany County                           | ▪ Glenrock Community Recreation District | ▪ Teton County          |
| ▪ Albany County Fire District #1          | ▪ Hot Springs County                     | ▪ Town of Alpine        |
| ▪ Board of Public Utilities               | ▪ Johnson County                         | ▪ Town of Evansville    |
| ▪ Carbon County                           | ▪ Laramie County                         | ▪ Town of Glenrock      |
| ▪ Cheyenne Regional Airport               | ▪ Laramie Regional Airport               | ▪ Town of Jackson       |
| ▪ City of Casper                          | ▪ Laramie County Weed & Pest Dist.       | ▪ Town of Lovell        |
| ▪ City of Cheyenne                        | ▪ Lincoln County                         | ▪ Town of Lusk          |
| ▪ City of Gillette                        | ▪ Natrona County                         | ▪ Town of Midwest       |
| ▪ City of Laramie                         | ▪ Niobrara County                        | ▪ Town of Moorcroft     |
| ▪ City of Newcastle                       | ▪ Park County                            | ▪ Town of Riverside     |
| ▪ City of Riverton                        | ▪ Sheridan County                        | ▪ Town of Rolling Hills |
| ▪ City of Sheridan                        | ▪ Sweetwater County                      | ▪ Town of Saratoga      |
| ▪ Fremont County                          | ▪ Sweetwater County Solid Waste Dist #1  | ▪ Town of Ten Sleep     |
| ▪ Fremont County Library                  |  | ▪ Uinta County          |
| ▪ Glenrock Area Solid Waste Disposal Dist |  | ▪ W.A.R.M.              |
|   |  | ▪ Washakie County       |

HOW DO  
PUBLIC ENTITIES IN  
WYOMING MANAGE  
THEIR RISKS?

Wyoming Association of Risk Management  
PO Box 427, Cheyenne, Wyoming 82003  
Phone: 307.433.9400 Fax: 307.433.9433  
[www.warmpool.org](http://www.warmpool.org)

[www.warmpool.org](http://www.warmpool.org)



## WARM HISTORY

### Liability Pool

The Wyoming Association of Risk Management (WARM) Liability Pool was formed as a joint powers board in 1986 by the City of Cheyenne, City of Laramie, Laramie County, and Natrona County when the hard insurance market made it very difficult for public entities to obtain liability coverage. Each of these member entities made contributions to initially fund the organization. The City of Casper joined the pool in 1998 and the City of Gillette became a member in 2006. Each of these six members has a seat on the Board and together they form the Wyoming Association of Risk Management Joint Powers Board.

### Property Pool

The WARM Property Pool was formed in 1995 as a joint powers board by the four founding members of the Liability Pool, along with Albany County and Park County. The membership has grown from six to forty-four in the last nineteen years (1995-2014). The Property Pool currently provides coverage for over \$ 3 billion of local government owned assets.



## WHY WARM?

**One Stop Shop.** All coverage needs can be met through the WARM liability pool or the property pool. WARM provides general liability, property, automobile, crime, cyber, boiler and machinery coverage, as well as a menu of specialty programs to its members.

The property program has consistently offered premiums that are significantly lower than what would be available through the typical insurance markets. In addition, the property pool coverage provides coverage that is much broader than what you would typically find in the open marketplace. Contrast this with other commercial insurance providers who may only be able to provide liability coverage, leaving property and other coverage to be secured separately, usually at a much higher premium.

**Member Training.** WARM provides multiple classroom training opportunities to all levels of employees on a variety of employment, safety and liability topics.

**On-Line Training Center.** WARM also provides an online training solution with web-based, interactive sessions allowing for anytime, on-demand access to a full suite of relevant topics.

**Loss Control Services.** What are your major loss drivers? How are other entities tackling their losses? What tools might be available to help your entity lower its losses? WARM can help! We are dedicated to helping you control your losses by offering the services of our Risk Analyst.

## MAJOR PROGRAMS

### Public Entity Property Insurance Program

"All Risk" property coverage including earthquake and flood with an extremely broad insuring agreement; coverage not confined to a schedule; physical damage, including collision as an option for automobiles; municipal bond revenue interruption and tax interruption coverage available. Optional boiler and machinery component is also available.

### Crime/Bond

Group purchase program providing faithful performance, including employee dishonesty coverage. This program also provides depositories forgery, computer fraud, money and securities, and robbery and safe burglary coverage.

## SPECIALTY PROGRAMS

WARM provides a variety of specialty programs for public entities across the state of Wyoming. Please contact the WARM office to discuss your entity's coverage needs.

The following are coverage programs that may be available to your entity:

- Tenant User/Special Events
- Course of Construction
- Airport Liability
- Watercraft/Marina Operations
- Pollution Liability
- Personal Lines Insurance Program
- Special Liability/Property Insurance

# Wyoming Association of Risk Management





# What is W.A.R.M.?

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## ➤ Liability Pool

- Created in 1986
- 6 members

## ➤ Property Pool

- Created in 1995
- 44 members
- \$3.1 Billion TIV

# Who is W.A.R.M.?

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## ➤ Staff

- Jean Beckner – Claims Specialist
- Florence Engel – Training Specialist
- Melissa Simental – Risk Analyst
- Carrie Stein – Assistant Director
- Joe Constantino – Executive Director





# What Exactly is a Pool?

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- Separate and distinct legal entity composed of public entity members
- Members have joined together to finance an exposure, liability or risk
- May be group purchase or group self-funding, or a combination of the two



# How Are We Governed?

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## Governmental Claims Act

- ▶ W.S. § 1-39-101 to 1-39-121
- ▶ W.S. § 1-39-105 to 1-39-112: Damages resulting from bodily injury, wrongful death or property damage caused by the negligence of public employees acting within the scope of their duties



# Statutory Limits

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- \$250,000 per claimant; \$500,000 per occurrence (unless claim is Federal)
- Two years to file a claim with an entity
- Once a claim is filed, one year to file suit



# WARM vs. Insurance

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- ▶ Non-profit
- ▶ Potential to build equity (liability pool)
- ▶ Representation opportunity in operations management & coverage decisions
- ▶ Governmental immunity retained
- ▶ Comprised of similar members



# WARM vs. Insurance

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- No deductible (liability pool)
- Services are tailored to the members needs
- Larger premiums = more interest, leverage
- Extensive coverage
- Grants (liability pool)
- Training opportunities
- Agility Recovery (property pool)



# WARM vs. other pools

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- ▶ Property coverage offered, allowing “one stop shop”
- ▶ Potential to build equity (liability pool)
- ▶ Membership requirements
- ▶ Full-time trainer, risk specialist
- ▶ No liability deductible



# What is PEPIP?

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- ▶ The Alliant Property Insurance Program (PEPIP) is the largest single property placement in the world. Formed in 1993 to meet the property insurance needs faced by public entities, PEPIP has grown from 65 members and \$600 million in total insurable values (TIV) to nearly 6,000 members and more than \$344 billion in TIV.
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# What is Covered?

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- ▶ All Real & Personal Property
- ▶ Vehicles
- ▶ Equipment
- ▶ Boiler & Machinery
- ▶ Cyber
- ▶ Business Interruption
- ▶ Terrorism



# Risk Management

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- Risk management really boils down to two things:
  - Preventing losses
  - Managing losses
- Why do either?
  - Financial
  - Reputation
  - People
- Full-time risk specialist





# Training

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- ▶ WARM currently offers 3 different classroom classes and designs classes at member request. (Liability pool)
- ▶ WARM currently offers 30 online classes
  - ▶ Free for Liability Members
  - ▶ Property member who aren't Liability members pay \$10/per employee to use WOTC
  - ▶ To have an online training system of your own, it would cost approximately \$40,000/annually
- ▶ Training library with 60+videos, dvds, or audio programs available for checkout by members
- ▶ HR DVD Training program covering all major aspects of HR liability

# Agility Recovery

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## **Pool Members now have Disaster Recovery Assistance:**

WARM has contracted with Agility Recovery to help provide continuity of operations in the event of a disruption of normal operations. Agility will provide the four key elements of recovery:

- Satellite connectivity for phone and internet access
- Power generation
- Mobile office space
- Computers and servers



January 21, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Doug Follick, Leisure Services Director   
SUBJECT: Hogadon Lodge

Recommendation:

That Council, approve allocating the funding from Unallocated One Cent #14 to a contract for professional design and cost estimate of the new lodge at the Hogadon ski area.

Summary:

In FY 2013 the Council contracted with PB Enterprises, LLC to develop the Hogadon Master Plan. One component of the Master Plan was an assessment of the physical plant including the existing buildings, and the development of a Building Plan.

The Building Plan piece of the Master Plan was to provide options for addressing space needs, and improvements to the facilities at Hogadon, which would include renovations and additions to existing buildings, or relocation of services to new or expanded facilities.

The Building Plan contains three options, each one recommends replacement of the old lodge with a new 20,000 square foot lodge to accommodate all customer-related functions associated with Hogadon.

Staff is recommending that a request for proposal be developed to secure a contract for professional design and cost estimate for a new lodge as the first step in the current lodge's replacement.



Hogadon has a rich 30-year history woven into the fabric of the Casper community, with citizen involvement, volunteerism and family oriented activities. Here is a review of all the user groups and many activities and events happening at Hogadon.

### Facilities User Groups

Hogadon Ski Patrol – Mike Rodel

Casper Mountain SnowSports School – Bill K.

Casper Mountain Racers – since 1976 – Ted R.

Natrona County School District – Ben Schanck

-NC Alpine Ski Team

-KW Alpine Ski Team

NCS D -Middle School Programs – Kristen U.

5<sup>th</sup> grade - skiPE Programs

Mountain Sports – Bruce Lamberson

ArrowHead Catering – Ron Strang

### Community Involvement

Hogadon Master Plan Committee – Bob Kidd

Friends of Hogadon – Brian Hennagin



## **Casper Mountain Snows Sports School - Programs**

- NEW - Hogadon Miners - uses magic carpet Age 3-5
- Hogadon Explorers – 20 week program Ages 4-7
- Christmas / Springbreak Camp Ages 3-9
- Natrona Co. Schools (in collaboration with)
  - Middle Schools Programs X number of schools
  - 5<sup>th</sup> Grade skiPE Program 800+ lessons12,000 students – pre kindergarten to 12<sup>th</sup> grade , 300 new 2013-14 school year
- Learn To Ski/Ride (LTS) Program (\$48.00 ticket/rental/instructor)
- Group Sales
- Private Youth / Adult lessons
- Adaptive Lessons /  
Community need, inadequate facilities for disabled skiers Jonathon Taylor
- Specialized Clinics Women's ski & snowboard clinic

## **(CMR) Casper Mountain Racers / Alpine Ski Club - since 1976**

- Buddy Werner Program - 20 week program Age 5-10
- (YSL) Youth Ski League Age 8 - 16
- HomeTeam & HomeTeam*High School* Age 8-17
- Age / Ability / FIS Racing Age 12 +

## **Mountain Sports – Ski & Snowboard Rentals**

- Limited space, significant investment in rental equipment, poor location



## ArrowHead Catering – Food & Services Vendor

- Limited space, dining area small, facilities deteriorating

## Did you know about these Hogadon Users Groups?

- [Natrona Co. High School Alpine Ski Teams](#) Ben Schanck
  - [Natrona County Alpine High School Team](#)
  - [Kelly Walsh Alpine High School Team](#)
  
- [Natrona Co. High School Alpine Ski Races](#) Ben Schanck – no staging area inside
  - [Natrona County HS Race](#)
  - [Kelly Walsh HS Race](#)
  - Schools attending – Jackson, Pinedale, Cody, Laramie, KW, NC 80 – 100 athletes
  
- [Casper College Alpine Ski Team](#) Bob Kidd
  
- [Wyoming Senior Olympics – Alpine Ski Race](#) limited room
  
- [Special Olympics – Hogadon Winter Games](#) Mike Hawks - limited room
  - [Sunday Training](#)
  - [Area V Games](#)
  - 30-50 athletes
  
- [YMCA – John Kurlin \(K-12 Director\) Good grades incentives](#)  
Multiple times a season – ski reward 8-15 youth
  
- [CMR Citizen’s Alpine Ski & Snowboard Race Series](#) 75-100 racers
  
- [The KIDD CUP youth Race Series](#) 60 – 80 racers
  
- [Boy Scouts of America – ski day](#) ski & instruction
  
- [Warren AFB – ski day](#) ski & instruction
  
- [Highland Park Church - ski retreat](#) ski & instruction
  
- [Ski with Santa, Pond Skim – fun events at Hogadon](#)
  
- [Snowmobile Climb - Last Day \(tentative\)](#)



## **Public Involvement and a few of many Fundraising activities**

- Annual - Casper community Ski/Snowboard Movie night 200 – 350 attendees
- Casper Mountain Ski Patrol (all volunteer )
- CMR Ski & Bike Swap – since 1976 affordable gear for families
- YMCA – youth development – trail building weekends
- Hogadon Spring Clean-up event 20 – 40 volunteers
- Fat Fish Mountain Bike Group – volunteer trail building weekends
- Ski Patrol Wine tasting / Steak Fundraising Dinner
- CMR Black Tie & Levi Fundraising Dinner
- YMCA – Wyoming State Brewing Company (Wonder Bar) working on collaborating on proceeds from **HogaRock** Beer (American Brown Ale)

## **Summary**

- Public use & support is very strong, and would grow
- Condemned A-frame really adds to the pain of already limited spaces
- We have (for years) outgrown the existing old facilities
- Poor layout of multiple buildings, actually dissuades families from returning due to the difficulties of navigating the maze. We need all user groups under one roof
- Unique recruiting tool for businesses & employers



## Forecasted SummerTime activities with new Lodge

John Giantonio, CDME, CSEE, Director of Sports and Events – Casper Area  
Convention and Visitor Bureau

### Current Summer Events / Groups

- Fat Fish Mtn Bike Group - Monday series race Leif Johansson
- USA Cycling American Mtn Bike Challenge
- 

### Future opportunities

- Casper Area Mtn Bike Racing (CAMBYR) Leif Johansson  
High School Mountain Bike Club  
Summer / Fall training location
- Hiking trails & family picnics at lookout locations
- Weddings, anniversaries, family reunions, etc.
- Corporate team building / retreats
- Fundraising events
- etc.

### Regarding Costs

- Minimal (if any) re-investment over the past 20 yrs, has gotten us into this situation
- Hogadon Master Plan has been moving forward, monies invested
- It will not be an extravagant facility; it will be built as needs warrant

Unique to Casper, Hogadon is a family oriented, multi-use facility for all ages, 365 days a year. **Casper - Adventure Capital of Wyoming.**



**CASPER MOUNTAIN**  
**RACERS**  
**ALPINE SKI TEAM**



**Krispy Kreme**  
**DOUGHNUTS**  
**FUND**  
**RAISING**

**ANNUAL**  
**MEETING**



Casper has waited 15+ years – now is the time for  
a **NEW** Hogadon Lodge



January 22, 2015

MEMO TO: His Honor, the Mayor, and Members of the City Council

FROM: John C. Patterson, City Manager 

SUBJECT: Presentation by Judy Studer

Synopsis:

Judy Studer will provide an update on the Hedquist public records request and contract issue.



## Memorandum

TO: Casper City Council

FR: Platte River Trails Trust

RE: Unallocated One Cent #14 Request

DT: January 21, 2015

The Platte River Trails Trust Board has an exciting and ambitious 4 year trails vision we will submit to Council as part of our One Cent #15 funding request. This vision will include

- **Westward extension of the River Trail from Paradise Valley to Robertson Rd.**
- **A safe and separate trail from Casper College to Rotary Park**
- **Extension of the River Trail from Morad Park to the Mtn. View shopping center and Wolf Creek area**
- **AND**
- **A long awaited acquisition of the ponds area at the current Knife River operation.**

The PRTT Board understands that the City has unallocated One Cent #14 funding available for community projects. We suggest that the Knife River project would be an excellent investment for the City from this pool of funds for the following reasons.

Today, 17 years after completing a community led Master Plan, the PRTT once again has a willing private property owner who is interested in working with our organization and the City.

The Objectives of this project THEN & NOW include

- **Bring together community groups and a willing property owner, JTL Group and the Malcolm Long family (THEN), Knife River (NOW) to reshape a former mining site for the benefit of the entire community**
- **Develop a project that balances the needs to remediate and protect a former mine site with facilities and site improvements that**
- **Set the stage for future river restoration and landfill remediation**
- **The engineer's estimate (from 2014) to install a 10 ft. wide 1 mile trail was \$689,000.**
- **The PRTT has negotiated with Knife River to acquire 25.5 acres of property with an installed 1 mile trail loop for \$985,000. The property and improvements would be owned by the City of Casper.**
- **NOW is the time to take advantage of this opportunity for future generations!**
  - **For our citizens**
  - **For our river**
  - **For our community**



## Future Trails For Our Community

*There are many benefits of trails and greenways including making our communities more liveable; improving the economy through tourism and civic improvement; preserving and restoring open space; and providing opportunities for non-motorized transportation, and physical activity to improve fitness and mental health.*



## The Platte River Trails Trust

*Our Community's Trail Leader Since 1982*

- Well established 33 year old independent, trusted citizen-led non-profit organization
- Demonstrated ability to garner public and private support for projects
- Proven fundraising and grant writing results



**The Platte River Trails Trust**  
*Our Community's Trail Leader Since 1982*

- **The mission of the Platte River Trails Trust is to develop a river pathway while preserving the scenic, natural and historic value of the North Platte River, and to assist with the development of a network of trails that contribute to our community's economic vitality and quality of life.**



# The Platte River Trails Trust

## *Our Community's Trail Leader Since 1982*

### Our Goals

- Expand the river pathway as a recreational and transportation corridor; and assist in the development of a community trail network.
- Manage and maintain an outstanding trails network and related facilities.
- Improve awareness of the benefits of trails to public and private entities.
- Provide and promote opportunities activities and events for outdoor recreation, education and public wellness utilizing the trails and related facilities.
- Maintain the fiscal integrity of the Platte River Trails to enable our organization to accomplish our mission and goals.



## The Platte River Trails Trust

*Our Community's Trail Leader Since 1982*

The Platte River Trails Board has an exciting and ambitious 4 year trails vision we will present to Council as part of our One Cent #15 funding request. This vision includes:

- Westward extension of the River Trail from Paradise Valley to Robertson Rd.
- A safe and separate trail from Casper College to Rotary Park
- Extension of the River Trail from Morad Park to the Mtn. View shopping center and Wolf Creek area.
- **AND...**



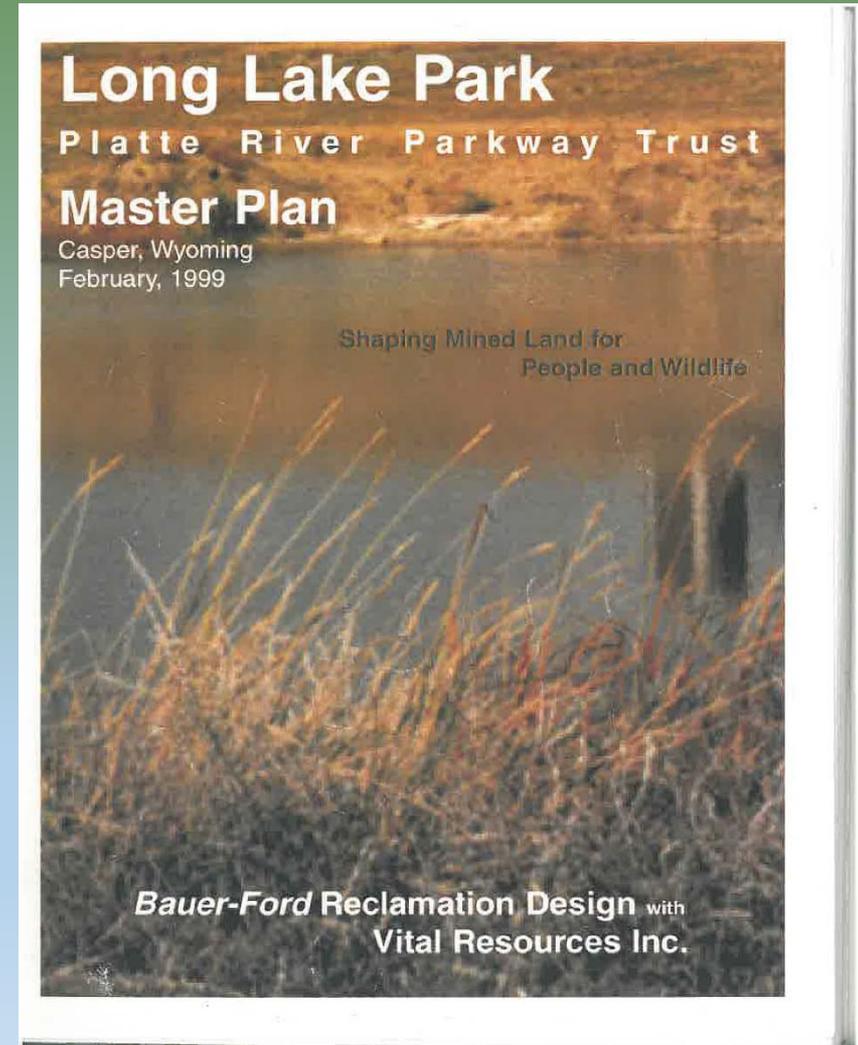
# The Platte River Trails Trust

## *We've Had A Dream!*

The PRTT completed a Master Plan for the Long Lakes/Knife River ponds area in 1998

Partners on this project included:

- The City of Casper
- Natrona County
- Wyoming Community Foundation
- Izaak Walton League
- North Platte Walleyes
- Wyoming Flycasters
- University of Wyoming
- Wyoming Game & Fish Dept.

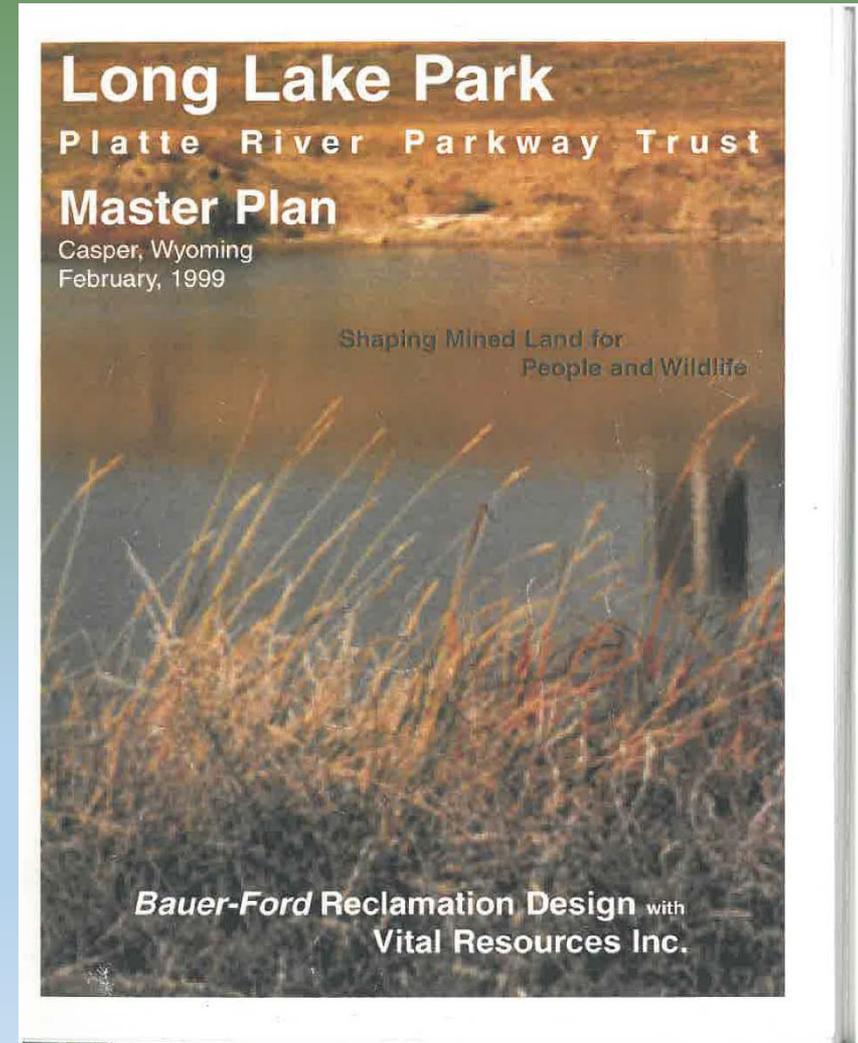




## The Platte River Trails Trust *We've Had A Dream!*

### The Objectives of this project THEN & NOW include

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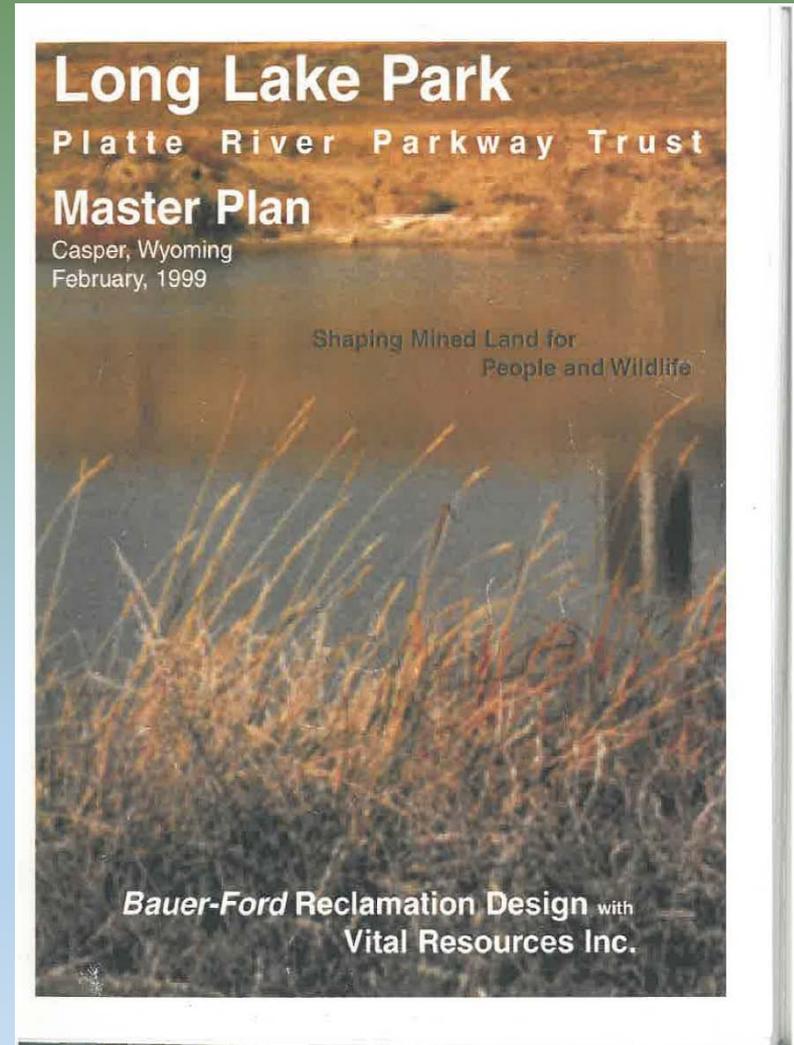




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  - Set the stage for future river restoration and landfill remediation

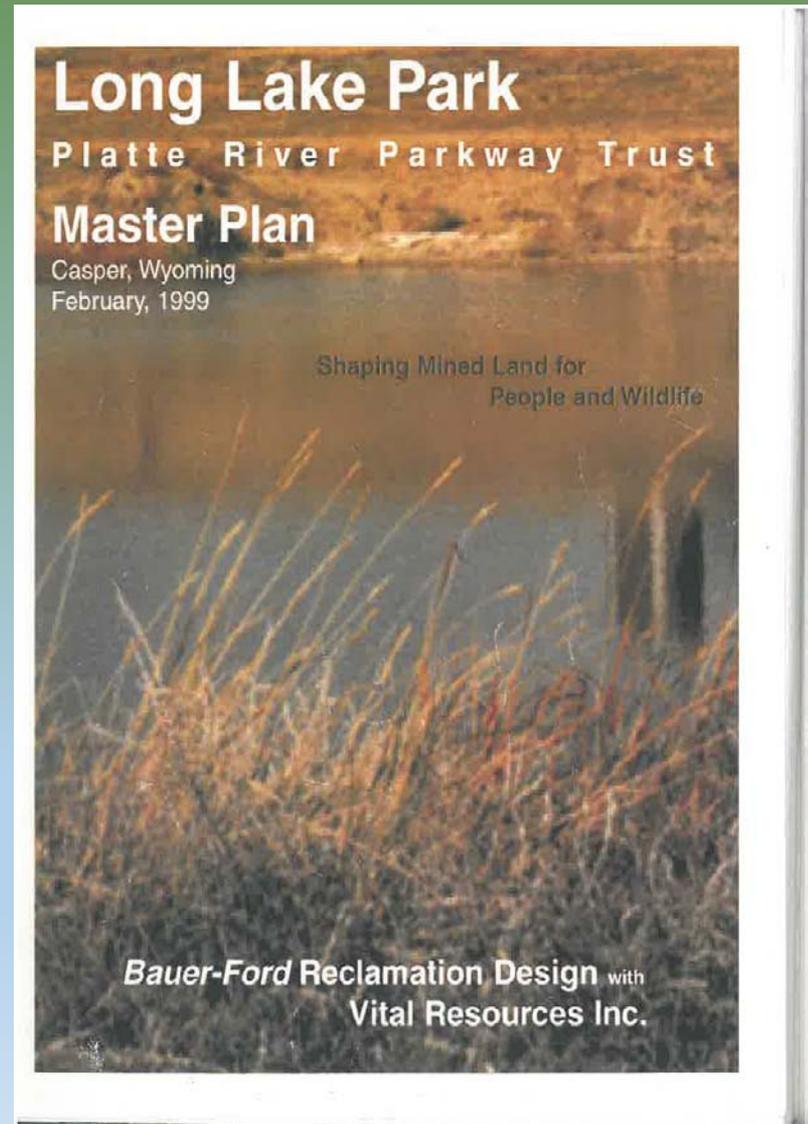




# The Platte River Trails Trust *We've Had A Dream!*

The Objectives of this project THEN & Now include

- Provide access for a variety of activities including
  - Fishing,
  - Walking and dog walking
  - Running
  - Cycling
  - Education
  - Model boating





# Platte River Trails Trust *We've Had A Dream!*

Today, 17 years after completing a community led Master Plan, the PRTT once again has a willing private property owner who is interested in working with our organization and the City.





# Platte River Trails Trust *We've Had A Dream!*

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# Platte River Trails Trust *We've Had A Dream!*

- The PRTT has negotiated with Knife River to acquire 25.5 acres of property with a 1 mile trail loop for \$985,000





Platte River Trails Trust  
*We've Had A Dream!*

NOW is the time to  
take advantage of  
this opportunity for  
future generations!

- For our citizens
- For our river
- For our community



January 19, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Andrew Beamer, Public Services Director  
Pete Meyers, Assistant Public Services Director  
Shad Rodgers, Streets Manager  
SUBJECT: Snow Plow Operations

Recommendation:

None – for information only.

Summary:

The City Streets Division is in charge of clearing snow from the City's streets. When snow is seen in the forecast, Street employees will be placed on a shift work schedule with all equipment operators either reporting for duty from 4:00 AM until 4:00 PM, or from 4:00 PM until 4:00 AM.

The core of the snow fighting fleet is comprised of thirteen tandem axle dump trucks that are equipped with salters and plows. As the snow begins to fall, plows will be sent along their predetermined routes. The snow routes are laid out along the primary accessways of the city, and each is categorized as either an "A" or "B" level route. "A" level routes are plowed first. "B" level routes are plowed second. If school is in session, then additional streets will be plowed to provide access to the public schools.

The routes were set up to cover most of the arterial streets of the city, but certain residential streets were also placed on the list. The routes were designed to give each neighborhood access to an arterial street. Most residential streets are never plowed, though exceptions are made if the snow is deep and impassable.

Most snow routes are plowed into a windrow that runs down the center of the street. Plowing to the center tends to minimize ice buildup along the gutterline, and it allows citizens to keep vehicles parked on the street throughout the plowing operation. Once plowing is complete, city crews will typically spend several weeks collecting the snow and hauling it to one of nine snow dump sites. Certain streets, such as Wyoming Boulevard, are not windrowed. The snow on these streets is plowed to the side, which alleviates the need to haul it away.

Salting is also done along the snow routes to prevent the buildup of ice. Salting usually begins after the snow has fallen, or if the roads are becoming icy and slick. The city uses a product called Ice Slicer for this purpose; Ice Slicer is primarily made of salt, but it is enhanced with magnesium chloride and calcium chloride to improve its melting properties, especially at very low temperatures. Ice Slicer is a naturally occurring product that is quarried from Redmond, Utah.

January 21, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Assistant City Manager   
SUBJECT: Sole-Source Purchasing and Other Purchasing Methods

Recommendation:

No recommendation, information only.

Summary:

Among the methods allowed for the purchase of goods and services, Sole-Source purchasing is an allowed method under certain conditions.

Current City policy specifies:

- Sole-Source purchasing is a negotiated purchase of a unit that can only be provided by a single manufacturer.
- The City Council must specifically review every request for Sole-Source purchase.
- The policy of the City of Casper is to limit the need for purchasing. However, whenever it is in the best interest of the City, the Department Head will prepare the necessary documents to justify the Sole-Source purchase. Sole-Source purchasing must be approved by the City Manager's office.
- Summary of the specific required procedures are:
  1. The memorandum proposing the Sole-Source purchase must contain facts justifying the need for Sole-Source purchasing
  2. If the memorandum proposing the purchase is approved by the Department Head, the justification will be forwarded to the City Manager for consideration and review.
  3. Should favorable consideration be granted by the City Manager, memorandums will be prepared for Council's information. If Council wishes to discuss the proposed purchase or has questions, they will contact the City Manager. If no comments are received from the City Council within 10 days from the date the memo was forwarded, the Department Head will be notified by the City Manager that negotiations can proceed.

January 20, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, Public Services Director  
Jason Knopp, P.E., City Engineer  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement with Daktronics, Inc.  
Casper Events Center Scoreboard & Electronic Display Upgrades, Project No. 14-59

Recommendation:

That Council, by resolution, authorize an agreement with Daktronics, Inc., for construction of the Casper Events Center Scoreboard & Electronics Display Upgrades, Project No. 14-59, for the base bid amount of \$993,149. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,851, for a total project amount of \$1,000,000.

Summary:

On December 23, 2014, one (1) bid was received for construction of the Casper Events Center Scoreboard & Electronic Display Upgrades Project. The bid for the work follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Daktronics</b>	<b>Brookings, South Dakota</b>	<b>\$993,149</b>

The Engineering Office estimate for the project was \$991,000

The Casper Events Center currently hosts state-wide, regional, and national competitions and events, including the College National Final Rodeo and the National Junior College Athletic Association Division I Volleyball Championship Tournament. The scoreboards and other electronic display devices haven't received a major upgrade since the original installation, and the parts for repair of the systems are no longer being made. Some added displays will also enhance the visitor experience, as is now the standard in the industry.

Plans for this project include replacement of each end-wall scoreboard, basketball shot clocks and football play clocks, and the addition of ribbon (banner) displays on three sides, locker room clocks, and two outdoor marquee signs to advertise upcoming events. Construction of the improvements is to be completed by June 13, 2015.

Funding for the project will be from County-wide Consensus Grant funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Daktronics, Inc., 201 Daktronics Drive, Brookings, SD 57006, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make upgrades to various scoreboards and electronic displays at the Casper Events Center; and,

WHEREAS, Daktronics, Inc., is able and willing to provide those services specified as the Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 30, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 13, 2015.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

SFA-4

8.17 Drawings (Pages 1-20)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59)

\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CONTRACTOR:

Daktronics, Inc.  
201 Daktronics Drive  
Brookings, SD 57006

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

V.H. McDonald

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
Casper Events Center Scoreboard and  
Electronic Display Upgrades  
Project, No 14-59

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by May 30, 2015, and completed and ready for final payment not later than June 13, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>  1  </u>	Dated <u>  Dec 5, 2014  </u>
Addendum No. <u>                    </u>	Dated <u>                    </u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 993,149

TOTAL BASE BID, IN WORDS: Nine Hundred Ninety Three Thousand, One Hundred Forty Nine DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Daktronics, Inc.  
201 Daktronics Drive  
Brookings, SD 57006

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on December 19, 2014.

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)  
(Individual's Name)

doing business as: N/A

Business Address: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: N/A

A PARTNERSHIP

By: N/A (seal)  
(Firm's Name)

N/A  
(General Partner)

Business Address: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: N/A

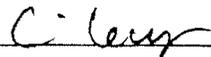
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Daktronics, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

State of South Dakota  
(State of Incorporation or Organization)

By:  (seal)  
Seth Hansen, Vice President  
(Title)

(Seal)

Attest:   
Chris Lecy, Sales Coordinator  
Business Address: 201 Daktronics Drive  
Brookings, SD 57006

Phone Number: Corporate: (605) 692-0200 or  
Best Contact for this Bid (509) 290-3382

A JOINT VENTURE

By: N/A (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: N/A (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**CASPER EVENTS CENTER SCOREBOARD AND ELECTRONIC DISPLAY UPGRADES**  
 Project No. 14-59

Bid Date: November 26, 2014

COMPANY NAME: Daktronics, Inc.

ADDRESS: 201 Daktronics Drive  
 Brookings, SD 57006

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Scoreboards/Displays/Clocks	LS	1	\$20,734	\$20,734
2	F&I Main Endwall Scoreboard Display Package	LS	1	\$263,219	\$263,219
3	F&I Auxiliary Endwall Scoreboard Display Package (Option #1)	LS	1	\$52,941	\$52,941
4	F&I Side Wall Ribbon Display	EA	2	\$245,877	\$450,276
5	F&I Auxiliary Endwall Ribbon Display	EA	1	\$66,960	\$66,960
6	F&I Three-Sided Shot Clocks & Backboard Light Strips	EA	2	\$11,942	\$23,884
7	F&I Locker Room Clocks	LS	<del>XX</del> 1 <del>X</del>	\$42,113	\$42,113
8	F&I Play Clocks (DOG Clocks)	EA	2	\$3,122	\$6,244
9	F&I Outdoor Marquee Message Display #1	LS	1	\$47,249	\$47,249
10	F&I Outdoor Marquee Message Display #2	LS	1	\$19,529	\$19,529
<b>TOTAL BASE BID (Addition of Items 1-10)</b>					<b>\$ 993,149</b>

Total Base Bid (In words): Nine Hundred Ninety Three Thousand, One Hundred Forty Nine  
 Dollars (\$ 993,149 )

Optional Add: Change 14' Fixed Digit Display to LED Matrix Display (DVN-10MN)

Pixel Pitch: 10mm

Matrix Size: 192 x 416

Approximate Active Area: 6.24' High x 13.52' Wide

LEDs Illuminate Red, Green, and Blue

Add to Base Price: \$ 24,750



DAKTRONICS.COM

201 Daktronics Drive PC Box 5128  
Brookings, South Dakota 57006-5128  
T 800-325-8766 605-692-0200 F 605-697-4700

City of Casper  
200 North David Street  
Casper, Wyoming 82601

December 23, 2014

Re: Casper Events Center Scoreboard and Electronic Display Upgrades  
Project No. 14-59

This letter is to confirm that Daktronics reviewed Addendum No. 2, and that Addendum No. 2 was fully accounted for in our bid proposal pricing that was submitted to the City of Casper.

If you have any questions on our bid submission, please feel free to contact the following:

A handwritten signature in black ink that reads "Gregory L. Schmidt".

Greg Schmidt  
Project Development Sales  
(509) 290-3382  
[Greg.Schmidt@Daktronics.com](mailto:Greg.Schmidt@Daktronics.com)

or

A handwritten signature in black ink that reads "Scott Louwagie".

Scott Louwagie  
Project Manager  
(605) 651-2813  
[Scott.Louwagie@Daktronics.com](mailto:Scott.Louwagie@Daktronics.com)

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES  
PROJECT 14-59

by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: December 9, 2014

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Scott R. Baxter  
Scott R. Baxter, P.E.

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Daktronics, Inc.  
Firm

Chris Lecy Chris Lecy  
By: Signature

Sales Coordinator  
Title

December 10, 2014  
Date Received

ADDENDUM NO. 2

for the construction of

CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES  
PROJECT 14-59

for the City of Casper, Wyoming

ADDENDUM DATE: December 9, 2014

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

SECTION II – BID DOCUMENTS

**Bid Schedule**

Replace original with new Bid Schedule attached, with bid date December 23, 2014

SECTION III – TECHNICAL SPECIFICATIONS

**Special Provisions (Section 01650)**

Replace the entire bid item description (paragraph) for Bid Item #7 with the following paragraph:

Measurement shall be as a lump sum to furnish and install five (5) new locker room clocks at specified locations. Payment shall include all tools, labor, equipment, delivery and incidentals necessary to hang and secure the equipment structurally; upgrade and connect all electrical power equipment as necessary; start-up and test the equipment; install final trimming; and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the engineer. Payment for this item shall be by the contract unit price as a lump sum (LS).

**Special Provisions (Section 01810)**

Replace Page 4 and all subsequent pages with the new Page 4 and all subsequent pages attached.

APPENDIX – DRAWINGS

**Casper Events Center - Electrical**

Add these drawings (37 pages) to the end of the Project Manual. These drawings are probably

Addendum 1, Page 2 of 3

most easily printed on 11"x17" paper, but the scales of the drawings may need to be adjusted accordingly by some additional factor. These drawings do not necessarily reflect the exact condition of all electrical equipment or facilities currently active in the CEC, but do offer a fair representation of the overall facility and the dimensions. Contractor will need to verify recent modifications to the facility on site.

**Casper Events Center Diagram & Marquee Sites**

Add these drawings (2 pages) to the end of the Project Manual. These drawings are probably most easily printed on 8-1/2"x11" paper. Defined scales are not included, but a 28-foot representation is included on the "diagram" and the "marquee site" drawing can be scaled roughly using Google Maps or Google Earth online if needed. Contractor may assume that the appropriate electrical power is available within 100 feet of the marquee sign sites.

**BID TABULATION - CORRECTED**  
**CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES, PROJECT NO. 14-59**  
 Bid Date: December 23, 2014

ITEM		BASE BID SCHEDULE		Engineer's Estimate		Daktronics, Inc.	
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Scoreboards/Displays/Clocks	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,734.00	\$ 20,734.00
2	F&I Main Endwall Scoreboard Display Package	LS	1	\$ 260,000.00	\$ 260,000.00	\$ 263,219.00	\$ 263,219.00
3	F&I Auxiliary Endwall Scoreboard Display Package (Option #1)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 52,941.00	\$ 52,941.00
4	F&I Side Wall Ribbon Display	EA	2	\$ 240,000.00	\$ 480,000.00	\$ 225,138.00	\$ 450,276.00
5	F&I Auxiliary Endwall Ribbon Display	EA	1	\$ 60,000.00	\$ 60,000.00	\$ 66,960.00	\$ 66,960.00
6	F&I Three-Sided Shot Clocks & Backboard Light Strips	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 11,942.00	\$ 23,884.00
7	F&I Locker Room Clocks	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 42,113.00	\$ 42,113.00
8	F&I Play Clocks (Delay Of Game Clocks)	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 3,122.00	\$ 6,244.00
9	F&I Outdoor Marquee Message Display #1	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 47,249.00	\$ 47,249.00
10	F&I Outdoor Marquee Message Display #2	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,529.00	\$ 19,529.00
<b>TOTAL BASE BID</b>					\$ 991,000.00		\$ 993,149.00

RESOLUTION NO. 15-6

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAKTRONICS, INC., FOR THE CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES, PROJECT 14-59.

WHEREAS, the City of Casper desires to make replacements and improvements to the scoreboards and electronic displays at the Casper Events Center; and,

WHEREAS, Daktronics, Inc., is able and willing to provide those services specified as the Casper Events Center Scoreboard & Electronic Display Upgrades, Project 14-59; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Daktronics, Inc., for those services, in the amount of Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine and 00/100 Dollars (\$993,149.00).

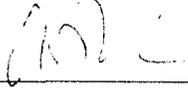
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), and Six Thousand Eight Hundred Fifty-One Dollars (\$6,851.00) for a construction contingency account, for a total price of One Million Dollars (\$1,000,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(Casper Events Center Scoreboard & Electronic Display Upgrades, Project 14-59)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
CHARLIE POWELL  
Mayor