

**AGREEMENT FOR  
PRECONSTRUCTION SERVICES ON  
THE GILLETTE SOFTBALL/BASEBALL COMPLEX  
13EN33**

**THIS AGREEMENT** made this date by and between the City of Gillette, 201 E. 5<sup>th</sup> Street, P.O. Box 3003, Gillette, Wyoming, 82717, (hereinafter called "CITY"), and the Contractor, Van Ewing Construction, Inc., P.O. Box 99, Gillette, Wyoming, 82717, (hereinafter called "CONTRACTOR").

**WHEREAS**, the CITY has preliminarily selected Van Ewing Construction, Inc. to be the Construction Manager At Risk for the Gillette Softball/Baseball Complex Project; and

**WHEREAS**, PCA Engineering, Inc. 4506 Wigwam Blvd., P.O. Box 2185, Gillette, Wyoming, 82717, is the designer on said project (hereinafter called "DESIGNER"); and,

**NOW THEREFORE, IT IS AGREED** as follows:

1. **Work to be performed by CONTRACTOR.** CONTRACTOR agrees to perform the following work:

A. Review the Owner's needs, goals and requirements. Identify potential construction phasing strategies and schedules based upon the specific project requirements and variables.

B. Based on the approved phasing strategy, assist in the preparation of a construction schedule for the project. Maintain a specific Critical Path Method (CPM) schedule for the construction phase of the project. Identify planned milestones and major events as necessary.

C. Assist in defining project costs and major cost variables. Prepare and maintain a detailed project construction budget.

1. Prepare a trade by trade construction cost estimate based upon the design drawings. Convert estimate to a Guaranteed Maximum Price (GMP).
2. Provide cost comparisons of alternate construction systems and materials. Provide recommendations to the design team for value engineering options and economies where appropriate. Analyze proposed materials and building systems with respect to quality, availability and price.

3. Prepare a detailed, measured quantity, cost estimate from the construction documents. Estimate to include all building construction and sitework improvements.

D. Identify, recommend and expedite the procurement of materials and/or equipment that requires long lead times to ensure delivery to maintain the construction schedule.

E. Review the construction documents to minimize conflicts, overlaps and omissions between proposed subcontractors. Prepare list of trade/bid packages identifying the specific scope of work for each trade/subcontract.

F. Prepare bid forms and documents for solicitation of competitive subcontractor bids in conformance with W.S. 16-6-101 through 16-6-107. Local participation is highly desired. Review with the project team and advise accordingly. Receive bids from subcontractors. Evaluate and analyze bids as to adequacy and completeness. Conduct scope reviews with low bidders and make recommendations to the project team for contract award. Prepare and execute construction contracts for each trade or category of work.

**2. Work to be approved by DESIGNER:** The parties agree that all work performed by CONTRACTOR pursuant to Paragraph 1 above shall be completed to the satisfaction of the DESIGNER and CITY.

**3. TIME FOR COMPLETION:** CONTRACTOR shall have completed the work pursuant to paragraph 1 above upon formulation, and acceptance or denial, of the Guaranteed Maximum Price by the CITY. It is anticipated that a GMP will be considered by the CITY on September 16, 2013.

**4. PRICE:** The CITY shall pay to the CONTRACTOR a sum not to exceed Twenty Thousand Dollars (\$20,000.00), which will be disbursed in partial monthly payments in accordance with the work and acceptance of the work by the DESIGNER. The CONTRACTOR shall submit invoices to the CITY and payment shall be made within forty-five (45) days after submittal of the invoice. In the event the parties are able to enter into a Construction Management Contract, the \$ 20,000.00 cost shall be deducted from the compensation to CONTRACTOR under that agreement.

**5. INSURANCE:** The CONTRACTOR shall secure and maintain the following insurance throughout the life of the project:

- A. Comprehensive general liability including property damage insurance with minimum amounts:
  1. General Aggregate - \$2,000,000
  2. Products – Completed

Operations Aggregate - \$2,000,000

3. Personal and Advertising Injury - \$1,000,000
4. Each Occurrence  
(Bodily Injury and Property Damage) - \$1,000,000
5. Property Damage Liability Insurance will provide explosion,  
collapse, and under-ground coverage where applicable
6. Excess or Umbrella Liability - \$1,000,000

B. Comprehensive automobile liability in the minimum amounts of:

1. Bodily Injury:  
Each Person - \$1,000,000  
Each Accident - \$1,000,000
2. Property Damage :  
Each Accident - \$1,000,000
3. Combined Single Limit of \$1,000,000
  - i. Workers Compensation insurance per Statutory limits.
  - ii. Builders Risk insurance during construction.

**OWNER**

City of Gillette

By: \_\_\_\_\_  
Tom Murphy, Mayor

DATED: this \_\_\_\_ day of \_\_\_\_\_, 2013

(SEAL)

Attest \_\_\_\_\_

**CONTRACTOR**

Van Ewing Construction, Inc.

By: \_\_\_\_\_  
Trevor Larson, Vice President

DATED: this \_\_\_\_ day of \_\_\_\_\_, 2013

(SEAL)

Attest \_\_\_\_\_