

**PRELIMINARY AGREEMENT FOR  
PRECONSTRUCTION SERVICES ON  
THE YES HOUSE GIRLS RESIDENTIAL TREATMENT FACILITY  
14EN22**

**THIS AGREEMENT** made this date by and between the City of Gillette, 201 E. 5<sup>th</sup> Street, Gillette, Wyoming, 82716, (hereinafter called "CITY"), and the Contractor, Hladky Construction, Inc., (hereinafter called "CONTRACTOR").

**WHEREAS**, the CITY has preliminarily selected Hladky Construction, Inc. to be the Construction Manager At Risk for the YES House Girls Residential Treatment Facility Project; and

**WHEREAS**, Noel Griffith Jr. & Associates Architects, is the architect on said project (hereinafter called "ARCHITECT"); and,

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

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

- a) Provide value engineering with trending logs.
- b) Develop a project schedule for the completion of construction of the project.
- c) Set a Guaranteed Maximum Price (GMP) for the project at 90% CD's.
- d) Formulate bid packages for the project.
- e) Complete preliminary pricing of the Preliminary Plan set.
- f) Identify any recommended project phasing (such as a foundation package or site grading package).
- g) Review constructability of project components and make appropriate recommendations.
- h) Determine the cost of all associated permits and fees.

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

3. **TIME FOR COMPLETION:** CONTRACTOR shall have completed the work pursuant to paragraph 1 above upon formulation and acceptance of the Guaranteed Maximum Price by the CITY.

4. **PRICE:** The CITY shall pay to the CONTRACTOR a sum not to exceed Six Thousand Eight Hundred Dollars (\$6,800.00), which will be disbursed in partial monthly payments in accordance with the work and acceptance of the work by the ARCHITECT. 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 \$6,800.00 cost shall be deducted from the compensation to CONTRACTOR under that agreement.

5. **INSURANCE:** The CONTRACTOR shall secure and maintain insurance throughout the life of the project in accordance with the insurance requirements outlined in Attachment "A".

**OWNER**

City of Gillette

By: \_\_\_\_\_  
John Opseth, Mayor

DATED: this \_\_\_\_\_ day of \_\_\_\_\_, 2014

(SEAL)

Attest \_\_\_\_\_

**CONTRACTOR**

Hladky Construction, Inc.

By: \_\_\_\_\_  
Scott Heibult, President

DATED: this 3<sup>rd</sup> day of APRIL, 2014

(SEAL)

Attest Stella Alexander