

SECTION 00500
AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is by and between City of Gillette (OWNER) and Hladky Construction (CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants set forth herein agree as follows:

ARTICLE 1 -- WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of work will include installation of a new concrete pad surrounding existing HVAC and backup generator equipment, and design and installation of surface or subsurface storm water conveyance for runoff from the existing roof drain outlets away from the building and toward the existing storm sewer system in 4th Street

ARTICLE 2 -- THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

*The City of Gillette City Hall HVAC Pad Repair
19EN24*

ARTICLE 3 -- ENGINEER

- 3.01 The Project has been designed by Contractor. The City Engineering Division (Engineer) is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 -- CONTRACT TIME

- 4.01 Time of the Essence

A. Work shall begin March 8th, 2019 and be completed by May 1st, 2019

- 4.02 Liquidated Damages

A. The 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 completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed, in accordance with Article 12 of the General Conditions. The Parties 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 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 \$_____ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor

shall pay Owner \$_____ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 -- CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds according to the Bid, which is attached as Exhibit A.

ARTICLE 6 -- PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments

- A. Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, as recommended by the Engineer, subsequent to the second Council meeting of each month during construction, as provided below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions, (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer determines or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to the OWNER and the ENGINEER, the OWNER, on recommendation of the ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage;
 - b. Ninety percent (90%) of the materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, on the forty-first (41st) day of the publishing of the Notice of Acceptance.

ARTICLE 7 -- INTEREST

- 7.01 All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 -- CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedure of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedure of construction expressly required by the Bidding Documents, and safety precautions and programs incident hereto.
 - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be preformed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 -- CONTRACT DOCUMENTS

- 9.01 Referenced in Section 00600 of the City of Gillette Standard Construction Specifications
 - A. The documents referenced in Section 00600 are attached to this Agreement.
 - B. There are no Contract Documents other than those referenced in Section 00600.
 - C. The Contract Documents may only be amended, modified, or supplemented, as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 10 -- MISCELLANEOUS

- 10.01 Terms
 - A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.
- 10.02 Assignment of Contract
 - A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release the assignor from any duty or responsibility under the Contract Documents.
- 10.03 Successors and Assigns
 - A. Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
 - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

IN WITNESS WHEREOF, Owner and Contactor have signed this Agreement in duplicate. One counterpart each has been delivered to the Owner and the Contractor. All portions of the Contract Documents have been signed or identified by the Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Gillette

By: _____

By: _____

Title: Mayor

Title: _____

[Corporate Seal]
(If Available)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Gillette
PO Box 3003
Gillette, WY 82717

License No.: _____

Agent for service or process: _____

(If Contractor is a corporation or partnership, attach
evidence of authority to sign.)



1100 North Gurley Avenue
Gillette, WY 82716
www.hladkyconstruction.com
T:307-682-2785
F:307-682-9201

Proposal

Proposal: 2019 032

Date: 1/25/2019

To:	Project:
City of Gillette Attn: Nick Marty Attn: Accounts Payable 201 E 5th St Gillette, WY 82716	City Hall HVAC Pad 19EN24 201 E 5th St Gillette, WY 82716

Scope of Work

As per attached sketch, HCI is pleased to provide the following:

Drainage improvements at exterior mechanical area to include:

- Hand excavation as necessitated by work area
- Removal of existing landscaping rock and additional spoils
- Subgrade preparation and compaction including 4" granular fill
- Installation of ACO 9930 channel drain with galvanized grating and lockdowns as detailed
- Installation of 4" PVC underground outlet pipe as detailed
- Core drilling through enclosure wall footing as detailed
- Tie into existing storm sewer drainage as detailed
- Installation of a new 4" concrete pad surrounding existing HVAC and backup generator equipment throughout entire gated enclosure
 - Includes doweling into existing mechanical equipment foundation pads with #3 rebar
 - Includes expansion joint and joint sealant along foundation of City Hall building
- Demolition of approximately 100 sf of concrete sidewalk
- Replacement of concrete sidewalk
- Heat and cover as required
- Mobilization

Exclusions

Relocation of any utilities
Raising/Reconnecting AHUs

Payment to be made as follows: PROGRESSIVE PAYMENTS NET/10

Proposal Total: 88,900.00

All material is guaranteed to be as specified: All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Estimated by:


Dillon Kuhbaecher

Date:

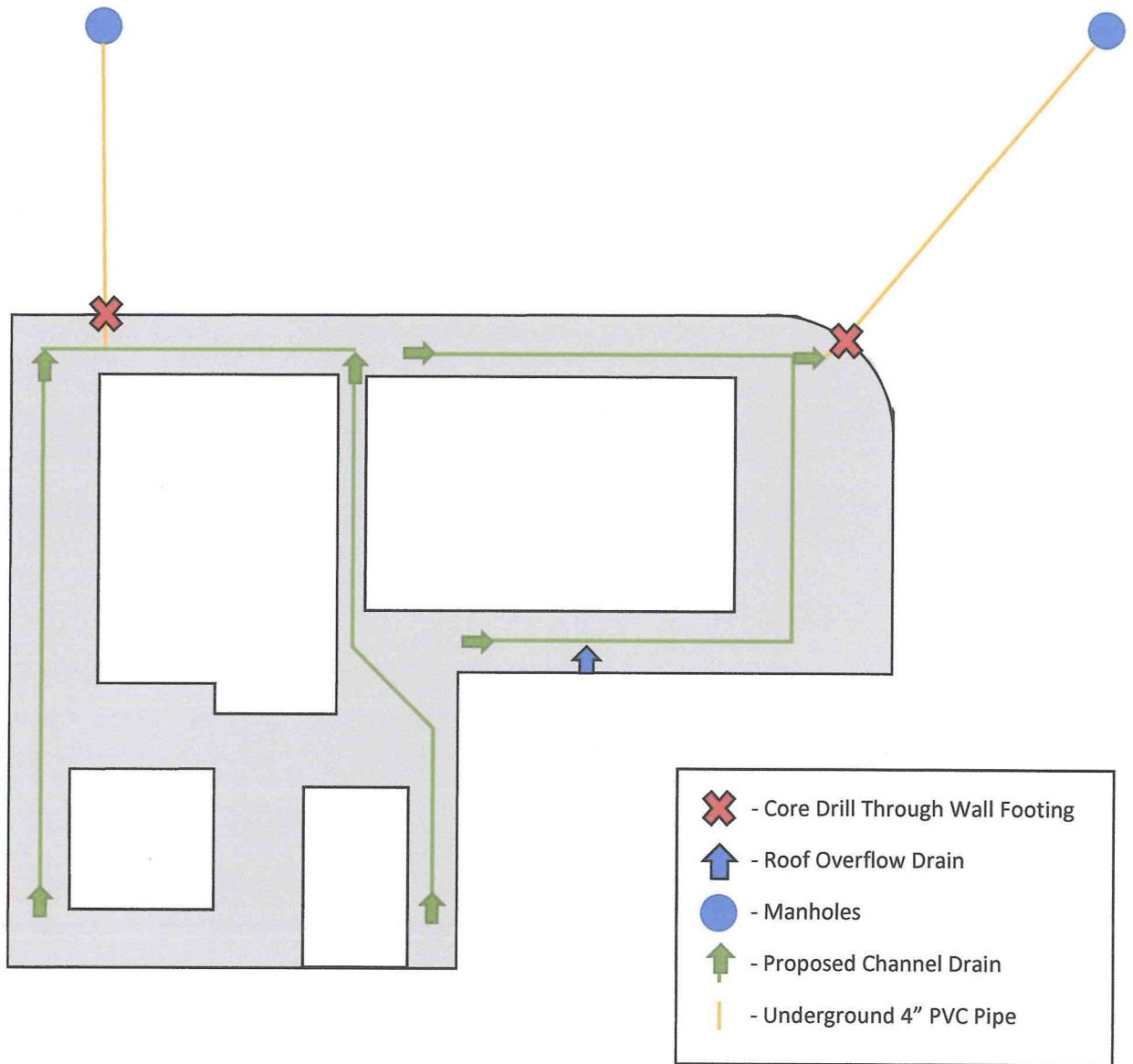
1-25-19

NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) days

ACCEPTANCE OF PROPOSAL-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____



Mt. Pisgah Gardens (Delivery Method: CMAR)

Project Manager: Scott Heibult
Project Superintendent: Sandro Ortiz
Guaranteed Maximum Price: \$4,036,630
Final Cost: \$3,938,771
Square Footage: multiple structures set on 65,340 SF of hardscape
Completion Date: August 2016
Owner: Campbell County Cemetery District
Contact Person: Tad Rosenlund, DOWL 307-461-0565



The Mt. Pisgah Gardens project consists of two sites: a half-acre lower garden and a 1-acre top of the hill garden. Each garden has its own unique design and features shelters, memorial sitting walls, water features, concrete and stone walkways, bridges, and very impressive variety of trees and flowers.

Campbell County Fire Station #3 (Delivery Method: CMAR)

Project Manager: Scott Heibult
Project Superintendent: Justin Eliassen
Guaranteed Maximum Price: \$3,583,585
Final Cost: \$3,069,496
Square Footage: 6,415 SF
Completion Date: January 2017
Owner: Campbell County Fire Department
Contact Person: Kyle Gillette, Schutz Foss Architects, P.C. 307-685-0209
Luke Antonich, City of Gillette 307-686-5265



The Campbell County Fire Department's Station No. 3 is a 6,415-square-foot building consisting of 3,641 SF apparatus bay with 4 overhead doors, 2,962 SF office space with 6 sleeping rooms, day room, 2 offices, 2 restroom/shower rooms, laundry. The building is constructed on steel piles with concrete grade beam foundation, concrete masonry and steel stud framing with brick veneer.

BEPC Integrated Test Center (General Contractor)

Project Manager: Scott Heibult
Project Superintendent: Sandro Ortiz
Cost: \$7,428,803
Square Footage: N/A
Completion Date: 2018
Owner: Basin Electric Power Cooperative
Contact Person: Dennis Thorfinnson 307-687-8456



In addition to acting as General Contractor, HCI has self-performed the following scopes of work: Foundations, Concrete Paving, Structural Steel installation, LTC & STC Duct systems, and Mechanical installation.

March-May 2019 City Hall HVAC Pad Repair Schedule of Work (Tentative)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	29	30
	Pre-Construction Meeting with City Staff					
31	1	2	3	4	5	6
7	8	9	10	11	12	13
	Mobilization to site Removal of rock	Removal of rock, hand excavation	Hand excavation and Spoils removal	Hand excavation and spoils removal	Hand excavation and spoils removal	
14	15	16	17	18	19	20
	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep, doweling and forming	
21	22	23	24	25	26	27
	Place and finish concrete in enclosure	Core drill footings, install underground outlet pipe	Tie underground outlet pipes into storm sewer drains	Replace exterior concrete	Strip concrete forms and barricades	
28	29	30	1	2	3	4
	Finish drain installation and backfill	Site clean-up	Site demobilization			

Subcontractor Form

<i>Company</i>	<i>Type of Work</i>	<i>Past Experience</i>
WEC	Hydrovac	Yes

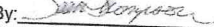
CITY OF GILLETTE, CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC
License: GENERAL CONTRACTOR, #1326

This license duly recognizes the above mentioned contractor as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/14/2018
Expires: 08/14/2019

BOARD OF EXAMINERS

By: 
Dean Thompson, Chairman



CITY OF GILLETTE, WYOMING
DEVELOPMENT SERVICES DEPARTMENT
BUILDING INSPECTION DIVISION

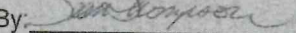
CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC
License: GENERAL CONTRACTOR # 1326

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/14/2018
Expires: 08/14/2019

BOARD OF EXAMINERS

By: 
Dean Thompson, Chairman



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 0105

THIS CERTIFIES THAT: HLADKY CONSTRUCTION, INC.

**HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.**

GRANTED THIS 2nd **DAY OF** April **TWO THOUSAND AND** 18



KELLY ROSEBERRY, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 4/1/19

**RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.**