



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: August 14, 2019	Department: Public Works
Meeting Date: August 20, 2019	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

**Subject:**

*Approval of an Agreement with Electrical Connections, Inc. for the Transfer Station Post-Fire M&E Repair Project*

**Background/Alternatives:**

*The Bid Opening for the Transfer Station Post-Fire M&E Repair Project was held on June 20, 2019 and the Bid was awarded to Electrical Connections, Inc. at the August 6, 2019 Council Meeting, in the amount of \$244,427.03. This project includes the repair of certain electrical, mechanical, and building systems damaged by a fire at the Solid Waste Transfer Facility.*

**Attachments:**

*Agreement*

**Fiscal Impact:**

*ECl's bid is higher than the Insurance Adjuster's Estimate. Insurance will cover most of the project costs with further breakdown information from ECl. The remaining funds will be allocated from the Solid Waste Fund.*

**Staff Impact:**

*In House Project Management and Inspection by the Engineering Division and Building Division.*

**Legal Review:**

*Complete-Standard Construction Agreement*

**Suggested Motion:**

I move to approve the agreement with Electrical Connections, Inc., in the amount of \$244,427.03 for the Transfer Station Post-Fire M&E Repair Project and authorize the Mayor to sign the Agreement.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and \_\_\_\_\_, doing business as a \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of **TRANSFER STATION POST-FIRE M&E REPAIR PROJECT.**
2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. The CONTRACTOR hereby agrees to fully complete the project within 90 (NINETY) consecutive calendar days after specified start date as identified in the NOTICE TO PROCEED. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$1,500 for each consecutive calendar day thereafter;
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as shown on the Bid Form. The total contract amount as shown on the Bid Form is **\$244,427.03.**
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) NOTICE AND CALL FOR BIDS
  - (B) PRE-BID AND PRE-CONSTRUCTION AGENDAS AND MINUTES
  - (C) BID FORM
  - (D) BID BOND
  - (E) AGREEMENT

- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) PROJECT MANUAL dated June 2019.
- (L) ADDENDA #1
- (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (N) PUNCH LIST
- (O) CERTIFICATE OF FINAL ACCEPTANCE

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Manual such amounts as required by the CONTRACT DOCUMENTS;
7. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Green River of its sovereign immunity under Wyoming law.
8. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof , including a reasonable attorney fee;
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

10. The CONTRACTOR understands the agreement is for a project that is funded wholly or in part by insurance proceeds. Thus the City's insurance carrier may request additional documentation, additional breakdown of costs and/or additional supporting information (herein referred to as Additional Documents) for the project. The CONTRACTOR agrees to provide Additional Documents to the Owner or the Owner's insurance company as requested.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

**OWNER:**

By: \_\_\_\_\_  
Name: Pete Rust  
Title: Mayor, City of Green River

(Seal)  
**ATTEST:**

\_\_\_\_\_  
Name: Chris Meats  
Title: City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Type)  
Address: \_\_\_\_\_  
\_\_\_\_\_

(Seal)  
**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Type)  
\_\_\_\_\_