

RESOLUTION NO. 2019- 77

AMW  
5/28/19

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND DEBERNARDI CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$385,790.00, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs advertised for bids for the 2019 Concrete Replacement Phase II project, and the bid of DeBernardi Construction Company, Inc., in the amount of \$385,790.00 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed contract and the bids tendered and have given them careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to award said contract to the aforesaid successful bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Contract with DeBernardi Construction Company, Inc., for the 2019 Concrete Replacement Phase II project, in the amount of \$385,790.00, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of said City; and that the City Clerk be, and he is hereby, authorized and directed to attest said contract and to attach a certified copy of this resolution to each duplicate original of said contract.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**City of Rock Springs  
2019 Concrete Replacement Phase II**

**D. FORM OF CONTRACT**

THIS AGREEMENT, made this 4 day of June, 2019, by and between the City of Rock Springs, Wyoming, a municipal corporation, hereinafter mentioned as the Owner and DeBernardi Construction Company, Inc. hereinafter mentioned as the Contractor.

WITNESSETH, that the Contractor and the Owner, for the considerations stated herein mutually agree as follows:

1. THE Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the following general description:
2. **Concrete infrastructure including but not limited to, ADA work, sidewalk, curb and gutter, removal and replacement for the 2019 CONCRETE REPLACEMENT PHASE II Program.**

as indicated on the attached plans and specifications and shall do everything required by this Agreement, the general conditions of the Contract, the plans and specifications.

2. THE work to be done under this Contract shall begin within ten (10) days after Notice to Proceed and shall be fully completed **November 15, 2019**.
3. THE Owner shall pay the Contractor for the performance of this Contract the amount set forth in the bid schedule attached hereto, subject to any additions or deletions as may be included in the final estimate as prepared by the Engineer. The Contractor shall receive and accept these payments in full compensation for everything performed under this Contract and for all loss or damage arising out of the nature of the work, the action of the elements, and for unforeseen contingencies or difficulties encountered in the prosecution of the work.
4. THE Contractor shall pay to the Owner as liquidated damages an amount of **\$500.00 per working day** for failure to complete the project in the stipulated time.
5. THE provisions of the Contract, the Bid Proposal, Bond Requirements, Contract Provisions, Specifications and Plans, together with this Agreement, form the Contract and are as fully a part thereof as if hereto attached or herein repeated.

**City of Rock Springs  
2019 Concrete Replacement Phase II**

**FORM OF CONTRACT:**

6. THIS Agreement shall insure to the benefit to and be binding upon the legal representatives and successors of the City of Rock Springs and the Contractor respectively.

7. **CONTRACT AMOUNT:** \$385,790.00

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

CITY OF ROCK SPRINGS

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\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

CONTRACTOR:

DeBernardi Construction Company, Inc.

BY:   
\_\_\_\_\_