



Board of County Commissioners - Staff Report

Meeting Date: June 5, 2018
Submitting Dept: Road & Levee

Presenter: David Gustafson
Subject: Trail Creek Road

Statement / Purpose: Award the Trail Creek Road Cattleguard Removal and Speed Control Installation Project.

Background / Description (Pros & Cons): The Trail Creek Road (Old Pass Road) cattleguard has exceeded its life cycle and has not been livestock functional for the past several years. This cattleguard was not included in the 2018 Teton County Cattleguard Replacement Project in hopes the cattleguard could be removed soon. Trail Creek Ranch has offered their support for cattleguard removal, however have expressed concern with increased speeds on the road. Trail Creek Ranch requested installation of a speed control structure at the cattleguard location. Other residents on the road have expressed the same concern and support speed control.

Teton County Road & Levee proposes installation of a speed hump to address an increase in vehicle speeds. The structure is built using hot plant mix asphalt, spanning the width of the road, with a 14-foot level top and 3-foot ramps, providing a 20-foot total length. The 14-foot top is approximately 3.5-inches above the existing road surface.

Since the project cost predominately consists of the speed hump installation, the two local paving companies, Evans Construction Company and CM Owen Construction were contacted for project bids. Evans Construction and CM Owen bid prices are \$16,975.00 and \$16,000.00, respectively. CM Owen's price does not include a fixed cost for removal and disposal of the cattleguard due to the unknown cattleguard construction. Evans Construction did provide a cost for removal and disposal.

Stakeholder Analysis & Involvement: Teton County and Trail Creek Road residents are the stakeholders. Teton County Road & Levee has received an email, from Trail Creek Ranch and other residents, supporting this project.

Fiscal Impact: Cattleguard removal and disposal costs will exceed the difference between the two bid proposals, \$975.00, therefore Evans Construction Company is the lowest responsible bidder. Teton County Road & Levee operating budget will fund the project. The project completion date is June 30, 2018.

Staff Impact: Staff will conduct project management and contract administration.

Legal Review: Gingery.

Staff Input / Recommendation: Staff recommends awarding the Trail Creek Road Cattleguard Removal and Speed Control Installation Project to the lowest responsible bidder, Evans Construction Company.

Attachments: Proposed contract.

Suggested Motion: I move to award the Trail Creek Road Cattleguard Removal and Speed Control Installation Project to the lowest responsible bidder, Evans Construction Company, in the amount of \$16,975.00.

CONTRACT AGREEMENT

THIS AGREEMENT, made in triplicate and entered into this _____ day of _____, 2018, between TETON COUNTY, WYOMING, hereinafter called the Owner and Evans Construction Company in the State of WY, hereinafter called the Contractor.

WITNESSETH: That for and in consideration of the payments, covenants, and agreements hereinafter mentioned to be kept and performed by the parties hereto, the said parties hereby covenant and agree as follows:

I. The Contractor shall perform the work located in the County of Teton, State of Wyoming, known as the Trail Creek Road Cattleguard Removal and Speed Control Installation Project, Project No. 9-18-M, in a good, workmanlike and substantial manner and to the full satisfaction of and under the supervision of the County. The Contract price is \$16,975.00. In the prosecution of the work the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies and shall perform the work in strict conformity with the Project Manual attached hereto, and the plans on file in the office of the County, all of which plans and specifications are hereby made a part hereof with the same force and effect as if attached hereto or spread at length herein.

II. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this contract and the completion of the work as set forth in the plans and Project Manual herein referred to and made a part of this contract, the County shall pay and the Contractor shall receive and accept as full consideration for all materials (except materials furnished by the County) machinery, supplies, tools, and equipment furnished and labor done by the Contractor under this contract at prices stipulated in the proposal.

III. No work shall commence until receipt of a written "Notice to Proceed" signed by Teton County on or about June 5, 2018. All work shall be completed on or before June 30, 2018.

PROVIDED, however, that should the Contractor be delayed in the completion of the work from causes arising beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the State of Wyoming, acts of another Contractor in the performance of a contract with the County, fires, floods, strikes or unusually severe weather, and provided further that the Contractor provide written notification, within seven (7) calendar days of said delay, and describes the cause of said delay, then the completion date shall be extended accordingly. The County hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating the contract, or binding said County to accept the remainder of the work or any portion thereof whether completed or not, and without in any way thereby releasing the surety on the bond of the said Contractor.

IV. All payments including final payments will be based upon work completed and will as computed by the Teton County Engineering Department in the laws of the State of Wyoming require the manner.

V. Time shall be the essence of this contract on the part of the Contractor, and it is hereby agreed by the parties hereto that in case all the work called for under said contract, in all parts and requirements, is not completed by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damage will be sustained by the County, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. It is therefore agreed that said Contractor shall pay to the County, as liquidated damages and not as penalty, **\$250.00 (Two hundred fifty and no/100 dollars)** per day for each **calendar** day of the additional time in excess of the contract time limit and any granted extension thereof, which said amount is hereby agreed upon as the damage that will be suffered by the County. Failure to complete the work within the time named shall cause the liquidated damages to be deducted from the amount due or to become due to the Contractor. Such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the County may have to claim, sue for and recover as compensation and damages for nonperformance of this contract.

VI. Any dispute concerning a question of fact or law arising under this contract that is not disposed of by agreement shall be disposed of in the manner required by the law of the State of Wyoming.

VII. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

VIII. The Contractor shall indemnify and save harmless the County, its officers, Engineers, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property; on account of the operations of said Contractor; or on account of or as a consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Contractor under and by virtue of his contract as may be considered necessary by the County for such purpose may be retained for the use of the County; or, in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

IX. Any and all Exhibits to this Contract as set forth below are incorporated by reference as if fully set forth herein.

X. The County does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with respect to any action based on or arising from this Contract.

IN WITNESS WHEREOF, the County has caused this agreement to be executed by the Board of County Commissioners, and its official seal affixed, and the Contractor has executed the same on the date above written.

(SEAL)

Witness: _____

Contractor

Title _____

Attest: _____

Sherry L. Daigle / County Clerk

BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, WYOMING

Mark Newcomb / Chairman

(SEAL)

- Exhibits to Contract:
- Performance / Payment Bond and Power of Attorney
 - Insurance Certificate
 - Workmen's Compensation Certificate
 - Bid Form
 - Notice of Award
 - Notice to Proceed
 - Equipment / Rate List
 - Projected Construction Schedule
 - Project Manual