



Board of County Commissioners - Staff Report

Meeting Date: April 10, 2018

Presenter: Paul Cote

Submitting Dept.: Facilities Maintenance **Subject:** Notice of Award and Approval of Sidewalk Replacement Projects Contract to Excel Concrete & Excavation

Statement / Purpose:

Consideration to give Notice of Award and Contract for various sidewalk repair projects at the Administration Building, Detention Center, Public Health, and Teton County Courthouse to Excel Concrete & Excavation in the amount of \$46,125.00.

Background / Description (Pros & Cons):

Sidewalks at the entrances to all buildings have subsided and heaved creating trip hazards and inhibiting ADA access.

The project was advertised locally in the Jackson Hole News & Guide on 2/21/2018 and 2/28/2018 and on-line through the Public Purchase website from 2/26/2018 through 3/15/2018. 23 firms viewed the RFP online and 3 attended the required walk-through on 3/1/2018.

The following bids were submitted:

- 1. Excel Concrete & Excavation: \$51,675.00*
- 2. DePatco: \$98,775.32*
- 3. Four Corners Concrete: \$98,964.00*

Stakeholder Analysis & Involvement:

None

Fiscal Impact:

Six of the seven line items were selected for award.

Item 3 was not awarded because we wish to include it in a more comprehensive renovation at a later date.

Approved funding is in place for \$37,207.00.00 under Capital Reserve Fund #37-4-037-036-006.

It is proposed to fund the balance of \$8,918.00 from Capital Reserve Fund #37-4-037-036-008, Animal Shelter Boiler, which will be completed with a surplus sufficient to cover the transfer.

Staff Impact:

Facilities Maintenance staff will supervise the installation. Users of the facilities will need to use alternate exits and entrances while work is in progress.

Legal Review:

Staff Input / Recommendation:

Staff recommends that the BCC approve Notice of Award and Contract to Excel Concrete & Excavation in the amount of \$46,125.00. This will include the Administration Building Main Entry (\$20,975), Administration Building BCC Entrance (\$6,050) Administration East Side (\$2,800), T.C. Courthouse /Sheriff's Office East Side (\$9,200), Jail Main Entry & Walk (\$3,500), and the Public Health Main Entry (\$3,600).

Attachments:

- proposed Contract

- Public Purchase Awarding Bid RFP #2018-002 showing those line items awarded for this project to Excel Concrete.

Suggested Motion:

I move to approve Notice of Award and Contract to Excel Concrete & Excavation in the amount of \$46,125.00.

CONTRACT FOR CONSTRUCTION

Sidewalk Replacement Projects 2018 Various Locations Jackson, Wyoming

This Contract, entered into this ___ day of ____, 2018 by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter called the "County", and Excel Concrete and Excavation, 2800S, 500W, Driggs, ID 83422, hereinafter called the "Contractor", witnesseth:

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows.

ARTICLE I. STATEMENT OF WORK

The Contractor shall furnish all labor, equipment and services, and shall perform all work for the **Sidewalk Replacement Projects 2018** in strict accordance with the specifications in the documents incorporated in this Contract, which documents are recited in Article VI below. Additional specifications are cited in the Public Purchase RFP #2018-002, Sidewalk Projects.

The Contractor shall perform the work in a good, workmanlike and substantial manner and to the full satisfaction of and under the supervision of the Teton County Facilities Manager, or such other person designated by the Teton County Facilities Manager.

ARTICLE II. THE CONTRACT PRICE

The County shall pay the Contractor the sum of forty-six thousand one hundred and twenty-five dollars and no cents (\$46,125.00) for the performance of the work called for under this contract.

ARTICLE III. TIME OF COMPLETION

The Contractor agrees to complete the work covered by this contract by June 30, 2018. The time of completion shall not be extended except for unavoidable delays 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. In the event of such unavoidable delay, the Contractor agrees to notify the Teton County Facilities Manager in writing describing the cause for delay. The Teton County Facilities Manager shall be the sole judge of whether and to what extent any delay on the part of the Contractor is in fact an unavoidable delay. In the event that the Teton County Facilities Manager finds that a delay on the part of the Contractor is an unavoidable delay, the Teton County Facilities Manager shall communicate that fact to the Contractor in writing, and the date of completion shall be extended by a length of the unavoidable delay. The Contractor is responsible for maintaining a fully operational parking lot at the Public Health Building. The Contractor shall submit in writing forty eight (48) hours in advance of any request for parking lot shutdown to owner. The owner reserves the right to approve or deny any such request.

ARTICLE IV. LIQUIDATED DAMAGES

1. Time shall be the essence in the performance of this contract, 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 in writing by the Teton County Facilities Manager, damage will be sustained by the County, and that 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 a penalty, **\$50.00 (Fifty and no/100 dollars)** per day for each and every **calendar** day the completion of said work shall be delayed June 30, 2018, or beyond any extension granted by the Director. Any liquidated damages shall be deducted from the payment amount due or to become due to the Contractor. Any such deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor shall any such deductions by the County waive the County's right to bring a legal action against the Contractor for nonperformance of this contract.

ARTICLE V. PAYMENT FOR WORK

From time to time as the work progresses, the Contractor, upon request, shall receive up to ninety percent payment on the basis of prices bid for completed work upon certification by the Teton County Facilities Manager. The ten percent withheld shall constitute the final payment that shall be made on the 41st day following the first publication of the Notice of Completion and Request for Final Payment in accordance with Wyoming Statutes §§16-6-116 and 16-6-117).

If the request for payment includes materials not incorporated in the work but delivered and suitably stored at the site, the application for payment shall be accompanied by a bill of sale, invoice, or other documentation warranting that the County has received the materials free and clear of all liens and evidence that the materials are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which will be satisfactory to the Teton County Facilities Manager.

ARTICLE VI. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following, all of which are attached to this Contract and incorporated herein:

- a. This Instrument
- b. Public Purchase Awarding Bid Report showing Line Items #1, 2, 4, 5, 6, and 7 selected for this Project.
- c. Proof of Worker's Compensation and General Liability Insurance

In the event that the provisions of any document incorporated into this contract conflict, with the provisions of another document, the provisions in the document part first enumerated in this article shall govern, except that addenda shall take precedence over

the original documents as shall applicable standard details required by the County or as otherwise specifically stated.

ARTICLE VII. GENERAL CONDITIONS

1. Owner and Contractor Relationship

- a. Access to Work - It shall be the obligation of the Contractor to provide proper facilities to permit the Teton County Facilities Manager and the County to observe the work during any stage of the construction.
- b. This Agreement shall be governed by, and constructed in accordance with, the laws of the State of Wyoming.
- c. County's Right to Do Work - The County, without prejudice to any other right or remedy it may have, shall have the right to prosecute the work in the event the Contractor fails to perform the work properly or fails to perform any provisions of the Contract. A prerequisite of such action by the County shall be seven (7) days written notice to the Contractor. The amount charged the Contractor for making good such deficiencies shall be determined by the County and may be deducted from payments then or thereafter due the Contractor.
- d. County's Right to Terminate Contract - In the event of any default by the Contractor, the County, without prejudice to any other right or remedy it may have, shall have the right to terminate the employment of the Contractor after giving the Contractor seven (7) days written notice. It shall be considered a default by the Contractor whenever he shall:
 - i. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - ii. Violate or disregard important provisions of the Contract or instruction from the Teton County Facilities Manager.
 - iii. Fail to prosecute the work according to the agreed schedule of completion, including amendments and/or modifications thereof.
 - iv. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or failure to make prompt payment thereof.

Upon termination the County may take possession of the premises and of all materials thereon and finish the work by whatever method it may deem expedient. In such a case the Contractor shall not be entitled to receive any further payment until the work is finished. In the event that the cost to the County to complete the work, including compensation for additional consulting, managerial, and administrative services, is less than the cost to the County had the work been completed by the Contractor under the terms of the Contract, the County shall pay the excess to the Contractor. In the event that the cost to the County to complete the work, including compensation for additional consulting, managerial, and administrative services exceeds the cost to the County had the work been completed by the Contractor under the terms of the Contract, the Contractor shall pay the excess to the County.

2. Insurance and Protection

It is understood and agreed that the Contractor will provide the services under this Agreement as an independent contractor and that during the performance of the services under this Agreement, Contractor will not be considered an employee of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws and regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind.

The Contractor shall secure and maintain insurance coverage in such amounts as shall be required by the County, protecting him and indemnifying the County from claims pertaining to unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Certificates of such insurance shall be filed with the County before commencing any of the work under this Contract.

The Contractor shall indemnify and save harmless the County, its officers, consultants, 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 from any claims or amounts arising or recovered under the "Worker'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. The Contractor shall procure, pay for and maintain in full force and effect during the course of the performance of the Contract, and in the case of products and completed operations coverage, for a period of one year thereafter, the following minimum insurance coverages:

a. Workers' Compensation and applicable Federal -- liability limits as per State Statute and applicable Federal if required;

b. Contractual Liability Insurance -- liability limits of \$1,000,000.00 for bodily injury and property damage for each accident and \$2,000,000.00 annual aggregate;

c. Commercial General Liability Insurance, including coverage for personal injury, bodily injury and property damage, for contractual liability, for products and completed operations, and for explosion, collapse, and underground hazards -- liability limits of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate;

d. Automobile liability insurance on all automotive equipment owned, non owned and hired -- liability limits of \$1,000,000.00 per occurrence and combined single limit of \$2,000,000.00;

e. Owner's Protective Liability and Property Damage Insurance in the name of Teton County, Wyoming and the Consultant -- liability limits of \$1,000,000 per occurrence and \$1,000,000.00 aggregate;

f. Extended Coverage Insurance in an amount equal to 100% of the completed value of the work. This insurance shall be written on an All Risk Form and shall include water damage (except for flood), fire, extended coverage, vandalism and malicious mischief, theft, collapse, glass and resultant damage from faulty work, faulty materials, and errors and omissions in design. The deductible amounts shall be no more than \$1,000.00. The insurance policy shall name as additional insured's Teton County, Wyoming, Consultant, and all Subcontractors and suppliers at the job site.

g. Umbrella Liability Insurance in the amount as may be required to provide coverage limits specified above.

Insurance certificates evidencing that the above insurance is in force with companies acceptable to Teton County, Wyoming in the amounts required, and naming Teton County, Wyoming as an additional insured with respect to the project on all policies shall be submitted to Teton County, Wyoming prior to the execution of the Contract. In addition to the normal information provided on the Insurance Certificate, the Certificate shall specifically provide that:

a. The coverage will not be modified except upon 30 days prior written notice to Teton County, Wyoming;

b. The Contractor shall provide Teton County, Wyoming with copies of the actual insurance policies with the signed contract.

c. The insurance certificate shall be issued by an agent duly licensed to practice in the State of Wyoming.

3. Progress and Completion of the Work

a. Changes in the Work- The County may order in writing changes and/or extra work without invalidating the Contract. At the time of ordering such changes and/or extra work, the amount or method of compensation and any adjustment in the time of completion shall be determined and stipulated in writing.

4. Guarantee

The Contractor warrants to the County that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted under the Contract Documents, that work will be free of defects not inherent in the quality required

or permitted, and that the work will conform with the requirements of the Contract Documents. The County shall give notice promptly after discovery of the condition.

5. Schedule of Construction and Demolition

The Contractor shall provide a schedule of construction within ten (10) days of receiving the Notice of Award. Any change in the schedule of construction must be provided to the County 24 hours in advance.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate on the day and year first above written.

TETON COUNTY, WYOMING

Mark Newcomb, Chairman
Teton County Board of County Commissioners

Attest:

Sherry L. Daigle, Teton County
Clerk

CONTRACTOR:

Todd Swainston for Excel Concrete and Excavation

Awarding Bid RFP #2018-002 - Sidewalk Projects

[\[Download Excel\]](#)

Business Types: The first number indicates the business types needing review, and the second one the total of business types matching the bid.

After any review has been made to the vendor's business types, click on the Recalculate Discounts button to reflect the price changes.

Award	Business Types	Awarded Total	Total	Gen. Info	T&C
▶ <input type="checkbox"/>	0/0 Reviewed	**			
▶ <input type="checkbox"/>	0/0 Reviewed	**			
▼ <input type="checkbox"/>	0/0 Reviewed	\$36,225.00	\$51,675.00		

Item 1 - Administration Building Main Entry

Remove and replace ADA ramp, landing, steps and 7 sections below steps such that new walk surfaces match door sill and adjacent sidewalk surfaces. Replace handrails. Match existing washed aggregate finish.

<input checked="" type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$20,975.00	1	\$20,975.00

Item 2 - Administration Building BCC Entrance

Remove existing sidewalk from building to street sidewalk. Prep base and install new sidewalk matching existing finish and walkins surfaces flush to building landing and street sidewalk. Dowel new sidewalk to building landing.

<input checked="" type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$6,050.00	1	\$6,050.00

Item 3 - Administration Building South Side

Remove & replace 1 section of sidewalk concrete outside of garbage room. Remove & replace 4 sections of sidewalk concrete outside of commissioners south entrance. Remove & replace 4 sections of sidewalk concrete including handicap ramp outside of south double doors. remove & replace handicap ramp concrete outside of Assessors entrance. Matching adjacent elevations and existing finish.

<input type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$5,550.00	1	\$5,550.00

Item 4 - Administration Building East Side

Remove & replace 5 sections of curb and gutter from the N.E. corner of the building south. Matching adjacent elevations and existing finish

<input type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$2,800.00	1	\$2,800.00

Item 5 - T.C. Court House / Sheriffs Office East Side

Remove pavers & replace with concrete from the north alley south to the S.O. sidewalk. Remove & replace concrete patch outside of N. sally port. Remove & replace 10 sections of sidewalk concrete outside of S.O. main entrance. Remove & replace concrete patch in sidewalk just north of S. sally port. Matching adjacent elevations and existing finish.

<input checked="" type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$9,200.00	1	\$9,200.00

Item 6 - Jail Main Entry & Walk

Remove & replace 5 sections of sidewalk concrete outside of main entrance around planter and 2 sections of sidewalk concrete outside of ST-2 door. Matching adjacent elevations and existing finish.

<input type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$3,500.00	1	\$3,500.00

Item 7 - Public Health Main Entry

Remove & replace 2 to 3 sections of concrete sidewalk from the parking lot towards main entrance. Matching adjacent elevations and existing finish.

<input type="checkbox"/>	Brand	Unit Price	Qty	Total
	Reference #	\$3,600.00	1	\$3,600.00