



Board of County Commissioners - Staff Report

Meeting Date: April 10, 2018
Submitting Dept: Road & Levee

Presenter: David Gustafson
Subject: Targhee Towne Road Pave

Statement / Purpose: Approve and award the Targhee Towne Road Paving Project contract to CM Owen Construction, Inc. of Driggs, Idaho.

Background / Description (Pros & Cons): County road 22-24S, Targhee Towne Road, is a gravel road that serves four Teton County, WY subdivisions and the Teton County Alta Community Park. The Targhee Towne Road Paving Project consists of the construction of approximately 7,000 lineal feet of paved roadway and associated approaches, including minor asphalt removal, grading, crushed base preparation, asphalt paving, and miscellaneous incidentals.

Three contractors submitted bids, summarized as follows:

<u>Contractor</u>	<u>Bid Result</u>
CM Owen Construction, Inc.	\$439,455.00
HK Contractors, Inc.	\$475,260.00
Depatco, Inc.	\$453,876.00

Stakeholder Analysis & Involvement: Targhee Towne Road serves the Targhee Towne, Altamont, Table Rock, and Les Trappeurs' Subdivisions. Teton County has received correspondence from many local residents over the past several years requesting paving Targhee Towne Road, showing majority support.

Fiscal Impact: CM Owen Construction, Inc. is the low bidder for the Targhee Towne Road Paving Project. The original budget amount was \$350,000, funded through the County Capital Project Fund, Fund 37. The difference between the low bid and budget amount is \$103,876.00. While Road & Levee staff make every effort to present accurate budget numbers for the 5-year Capital Improvement Plan process, until design and bid documents are developed, the budget number is only an estimate. Funds are available in Fund 18 and 37 to complete this project.

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

Legal Review: Gingery.

Staff Input / Recommendation: Award the Targhee Towne Road Paving Project contract to the low bidder, CM Owen Construction, Inc.

Attachments: Proposed contract.

Suggested Motion: I move to approve and award the Targhee Towne Road Paving Project contract to the low bidder, CM Owen Construction, Inc. in the amount of \$439,455.00.

CONTRACT AGREEMENT

THIS AGREEMENT, made in triplicate and entered into this 10th day of April 2018, between TETON COUNTY, WYOMING, hereinafter called the Owner and CM Owen Construction, LLC in the State of Wyoming, 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 Targhee Towne Road Paving Project, Project No. 2-18-M, in a good, workmanlike and substantial manner and to the full satisfaction of and under the supervision of the County. **The total bid price is \$439,455.00.** 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 April 12, 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 Engineer 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, **\$1,000.00 (one thousand and no/100 dollars)** per day for each and every **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.

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 Bond
 Power of Attorney
 Insurance Certificate
 Workmen's Compensation Certificate
 Bid Schedule
 Notice of Award
 Notice to Proceed
 Equipment / Rate List
 Projected Construction Schedule
 Project Manual