



Board of County Commissioners - Staff Report

Meeting Date: October 6, 2020

Presenter: April Norton

Submitting Dept: Joint Housing

Subject: Building Demolition Contract for 105 Mercill Avenue

Statement / Purpose:

The Teton County Board of County Commissioners (“Board”) will consider a sole source contract to demolish an existing building and foundation located at 105 Mercill Avenue.

Background / Description (Pros & Cons):

On March 6, 2019 Teton County, through the Jackson/Teton County Housing Department, released a Request for Proposals (“RFP”) to develop Workforce housing at 105 Mercill Avenue. The RFP stated that “the existing buildings located at the site will be moved at no expense to the developer”. At the time the RFP was written there were five buildings on the site: three of the buildings were of historic significance and the Jackson Hole Historical Society & Museum offered to remove them (they have been removed); one building was a log garage that a community member has indicated he will move to his own property; and the third was a cinderblock garage that needed to be demolished.

The Board selected Mercill Partners to develop 30 permanently deed restricted homes on the site. Mercill Partners selected GE Johnson to build the development. GE Johnson commenced grading on the site November 2, 2020. This work includes tree removal and creating a new access point for the Children’s Learning Center. Given GE Johnson’s involvement on the site already, staff asked that they provide a quote to remove the remaining cinderblock building on the Northeast portion of the property and the remaining foundation from the Coey Cabin that the JHSM moved earlier this fall.

The quote amount is \$55,956.00 and includes: complete demolition and removal of the existing structure at the North end of the property and removal of any foundations and removal of the Coey Cabin foundation at the South end of the property and grading slopes to ensure safety.

Stakeholder Analysis & Involvement:

Stakeholders include Town and County taxpayers, neighbors, local businesses, and local working families and individuals.

Fiscal Impact:

The contract estimate is \$55,956.00. Funds to pay for the contract will come from the Housing Supply Program unrestricted fund. The current fund balance is \$1,019,036.69 (17-2-500-000-002).

Staff Impact:

The Housing Director will manage the project for Teton County as part of her work on the Mercill Condominiums Workforce Housing public-private partnership project.

Legal Review:

K. Gingery

Staff Input / Recommendation:

Staff recommends contracting with GE Johnson for building and foundation demolition.

Attachments:

Building Demolition Proposal – Rev. 1

Suggested Motion:

I move to approve a sole source contract with GE Johnson to demolish the remaining building and foundations located at 105 Mercill Avenue for a not to exceed amount of \$55,956.00.

1110 Maple Way, Suite E
Jackson, WY 83001
719.473.5321 V
719.473.5324 F
www.gejohnson.com



November 2, 2020

Tyler Davis
Mercill Partners LLC
3825 S. Meadow Drive
Jackson, WY 83001

**RE: 105 MERCILL AVENUE – JOB NO. 2092
JACKSON, WYOMING
BUILDING DEMOLITION PROPOSAL – Rev. 1**

Dear Tyler:

We have enclosed pricing information for **Building Demolition** for the structure at 105 Mercill Avenue.

The total cost proposal for this work is **\$55,956.00**.

Item Number	Description	Proposed Amount
001	Demolition and removal of existing structure	\$55,956.00
Total Cost Change Amount:		\$55,956.00

Our cost proposal is based on the following qualifications:

1. Pricing includes complete demolition and removal of the existing structure at the North end of the property and removal of any foundations.
2. Any sub-grade foundations will be backfilled with on-site soil.
3. Utility services will be cut and capped.
4. Permit and electrical service disconnections are to be provided by the Owner.
5. Any asbestos abatement is to be provided by the Owner prior to any demolition activities taking place.
6. Costs associated with utility disconnects/meter removal is assumed to be by the utility providers and is not included in this Proposal.
7. Removal of the log garage at the Northwest corner of the property is to be provided by others and is not included.
8. Site fencing is not included in this Proposal.
9. Pricing assumes the use of GE Johnson Construction Wyoming's Short Form Agreement (attached).
10. Removal of the log structure foundation at the South end of the property and to make the resulting slopes safe.
11. Removal of the 3 trees on the South and East sides of the property is excluded.

We understand that the work will take place in the fourth quarter of 2020 so please advise us no later than **November 20, 2020**, if we are to proceed with the revisions outlined in our cost proposal. After this date, our cost proposal will be considered void. Please sign below authorizing us to proceed with this Proposal.

We appreciate the opportunity to provide you with this Proposal and look forward to working with your team on your exciting project.

Should you have any questions, please feel free to contact this office.

Sincerely,

G.E. JOHNSON CONSTRUCTION WYOMING, LLC



Brad Harms
Senior Project Manager

APPROVED

Signature

Date

cc: Anthony Fasciano/GE Johnson Construction Company

SHORT-FORM AGREEMENT



1110 Maple Way, Suite E, Jackson, WY 83001 Telephone (307) 734-2605 <http://www.gejohnson.com>

Owner:

Effective Date:

NO:

**COMPANY
ADDRESS
CITY, STATE ZIP**

EFFECTIVE DATE

This Master Service Agreement number must be shown on all Task Orders and Invoices.

CONTACT:
PHONE:
EMAIL:

Project Described As
Project/Facility Name:
Project/Facility Location(s):

This Short Form Agreement ("Agreement") is made this ____ day of _____, 20____, ("Effective Date") between _____ ("Contractor") and _____ ("Owner") for the performance of construction, facilities maintenance and related services.

- 1. Base Agreement.** This Agreement shall act as a base agreement under which the parties have agreed to enter into a specific work assignments by executing a Task Order. This Agreement, its respective Task Order, and any related Change Order(s) shall form a single integrated agreement between the parties and are referred to herein collectively as the Agreement. Any conflict or inconsistency between the terms and conditions of this Agreement, its corresponding Task Order and/or a Change Order shall be resolved in the following order: this Agreement first, the Change Order second, and the Task Order third.
- 2. Scope of Work.** The work to be performed by Contractor under this Agreement shall be more specifically described in the individual Task Order ("the Work") and shall be performed in accordance with all plans, specifications, and other contract documents as defined and described in the respective Task Order (collectively, the "Contract Documents"). Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Work.
- 3. Invoicing and Payment.** Contractor shall receive the compensation agreed to in the applicable Task Order. Contractor shall invoice Owner on or before the fifteenth (xxth) day of each month for Work performed by Contractor during the prior month. All invoices must: (a) be in accordance with the Rate Schedules, (b) refer to the applicable Task Order number, and (c) shall include sufficient line item detail and supporting documents for Owner to reasonably verify the basis of the charges, including quantities and pricing. Payment terms are net 30 days from the date the invoice is received unless otherwise specified in the Task Order.
- 4. Term.** The term of this Agreement shall begin upon the Effective Date, and will continue in effect until completion of the Work described in the respective Task Order or termination by Owner pursuant to Sections XX.
- 5. Changes in the Work.** The Owner may order changes in the Work within the general scope of the Agreement, consisting of additions, deletions or other revisions, ("Change Order") and the Contractor's compensation and time for completion of the Work shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in compensation or time for completion resulting from a Change Order, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- 6. Time.** Contractor shall perform use diligent efforts to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Work set forth in a Task Order shall be completed within the specific completion dates as set forth in the applicable Task Order.
- 7. Warranty.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement, and any applicable Task Orders, shall be new unless otherwise provided and that all Work will be performed in a good and workmanlike manner, shall be of good quality, free faults and defects and in accordance with the Contract Documents. Warranty for the modular office will be by the manufacturer.
- 8. Suspension of Work.** The Contractor, at its option, may suspend the Work as a result of the Owner's failure to timely pay sums due Contractor until such payment is made. Any suspension of the Work will also suspend the progress and completion dates set forth in the applicable Task Order.
- 9. Surveys and Reports.** Prior to the start of the Work, the Owner shall furnish to the Contractor all necessary surveys and reports describing physical characteristics, soil, geological, and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and nature of the Work.
- 10. Differing Site Conditions.** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, Contractor shall advise the Owner of such conditions and the Contractor's compensation and time for completion of the Work shall be to equitable adjustment.
- 11. Hazardous Materials.** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. Contractor shall be responsible for the proper delivery, handling, storage, application and disposal of all materials and substances brought to the project site by Contractor in the performance of its Work and used or consumed in its Work. Contractor shall not be obligated to commence or continue Work until any Hazardous Material for which it is not responsible discovered at the project site has been removed or rendered or determined to be harmless.
- 12. Safety Precautions.** Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the Contractor's care, custody or control; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

13. **Force Majeure.** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the time for completion shall be subject to equitable adjustment.
14. **Permits, Licenses and Regulations.** Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay for all permits and licenses of a temporary nature necessary for the execution of the Work. The Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Contractor shall comply with and give notices required by agencies having jurisdiction over the Work and shall be liable for to Owner for losses, costs, or expenses attributable to its fault or neglect, or that of its employees, subcontractors, suppliers and agents, that result in a failure to comply with such laws, including fines, penalties or corrective measures.
15. **Insurance.** Contractor, at its own expense, shall procure and maintain the following insurance policies: Worker's Compensation and Employer's Liability Insurance in accordance with applicable state law; General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; Commercial Auto Liability Insurance with limits of \$1,000,000 per accident; and Umbrella or Excess Liability Insurance with limits of \$5,000,000 per occurrence and aggregate. The General Liability, Auto Liability and Umbrella/Excess Liability policies shall list the Owner as additional insured on a primary and non-contributory basis and, prior to the start of the Work, Contractor shall submit a certificate of insurance evidencing its compliance with the requirements hereunder. A waiver of subrogation shall apply in favor of the Owner on each of Contractor's insurance policies. The Contractor shall provide Builder's Risk insurance to cover the total value of the Task Order on a replacement cost basis. Property insurance maintained by either Contractor or Owner which insures the Work or the project site in which it is located shall be endorsed to provide a waiver of subrogation in favor of the parties.
16. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its parent, subsidiary and affiliated companies and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.
17. **Waiver of Consequential Loss.** Owner and Contractor mutually agree to waive claims against each other for consequential, special, indirect, exemplary or punitive damages arising out of or in connection with this Agreement. This mutual waiver is applicable, without limitation, for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.
18. **Termination for Convenience.** Either party may, at any time and upon 30 days' advanced written notice, terminate the Agreement for that party's convenience and without cause. Any such termination shall not interfere with the completion of any active Task Orders unless the parties agree otherwise. Should an active Task Order be terminated for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.
19. **Termination for Cause.** Either party may, at any time and upon 7 days' advanced written notice, terminate the Agreement and its corresponding Task Order for cause as a result of the other party's material or repeated failure to fulfil its obligations under this Agreement. If the Owner terminates for cause, it may without prejudice to any other rights or remedies, may take possession of the site and of all materials thereon owned by the Contractor and finish the Work by whatever reasonable method the Owner may deem expedient, and assess against the Contractor as damages excess costs of finishing the Work.
20. **Assignment.** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other.
21. **Governing Law and Venue.** This Agreement shall be governed by the laws of Colorado and shall be governed by the law of the place where the project site is located, excluding that jurisdiction's choice of law rules. Should any dispute arise between the parties, Owner and Contractor agree that any legal action seeking to resolve such dispute shall be filed and heard in those state and federal courts of Colorado having lawful jurisdiction over the parties.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties in relation to the Work and supersedes all prior agreements, understandings and commitments, whether oral or in writing. This Agreement may not be amended or modified in any manner except by a written document signed by authorized representatives of both parties.

OWNER ENTITY

G. E. JOHNSON CONSTRUCTION COMPANY, INC.

BY _____
SIGNATURE AND PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE _____

(LLEGAL ADDRESS)

DATE _____

BY _____

TITLE _____

DATE _____

NOTE: Please sign and return acknowledgement copy of this Agreement within five (5) days of receipt of this Master Service Agreement.

Exhibit 1

TASK ORDER

This **TASK ORDER** number _____ made as of the ") is made this ____ day of _____, 20____, for the following Project:

(Name, location and detailed description)

Section 1. The Agreement

This Task Order, together with the Master Service Agreement between Owner and Contractor dated this ____ day of _____, 20____, form the Agreement. The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by written document signed by authorized representatives of both parties.

Section 2. The Work of this Task Order

The Contractor shall execute the Work described in the Contract Documents enumerated in Section 6 of this Task Order, and any modifications issued after execution of this Task Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

Section 3. Date of Commencement and Completion

The date of commencement of the Work shall be the date of this Task Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Task Order or, if applicable, state that the date will be fixed in a notice to proceed.)

The time for completion shall be measured from the date of commencement. The Contractor shall complete the Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier completion of certain portions of the Work.)

Section 4. Task Order Price

The Owner shall pay the Contractor the Task Order Price in current funds for the Contractor's performance of the Agreement. The Task Order Price shall be one of the following:

- Stipulated Sum, in accordance with Section 4.1 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 4.2 below
- Other, in accordance with Section 4.3 below

(Check the appropriate box. Based on the selection above, complete Section 4.1, 4.2 or 4.3 below.)

Section 4.1 Stipulated Sum

The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Task Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
_____	_____	_____

Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
_____	_____

Section 4.2 Cost of the Work plus Contractor's Fee

The Cost of the Work is as forth below.

The following costs are subject to the Owner's prior approval:

The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

Section 4.3 Other

The Task Order Price shall be determined in accordance with the following:

(Insert a description of how the Task Order Price will be determined.)

Section 5. Party Representatives

The Owner identifies the following representative:

[Redacted area for Owner representative information]

(List name, address and other information.)

The Contractor identifies the following representative:

[Redacted area for Contractor representative information]

(List name, address and other information.)

Section 6. Enumeration of Contract Documents

The Contract Documents are defined in Section 2 of the Master Services Agreement and, except for modifications issued after execution of this Task Order, are enumerated in the sections below.

6.1.1 This Task Order

6.1.2 The Master Agreement

6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
[Redacted]	[Redacted]	[Redacted]	[Redacted]

6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Task Order.)

Section	Title	Date	Pages
[Redacted]	[Redacted]	[Redacted]	[Redacted]

6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Task Order.)

Number	Title	Date
[Redacted]	[Redacted]	[Redacted]

6.1.6 The Addenda, if any:

Number	Date	Pages
[Redacted]	[Redacted]	[Redacted]

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Section 6.

6.1.7 Additional documents, if any, forming part of the Contract Documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

OWNER ENTITY

**G. E. JOHNSON CONSTRUCTION COMPANY
WYOMING, INC.**

BY _____
SIGNATURE AND PRINTED NAME OF AUTHORIZED REPRESENTATIVE

BY _____

TITLE _____

(LEGAL ADDRESS)

TITLE _____

DATE _____

DATE _____

NOTE: Please sign and return acknowledgement copy of this Agreement within five (5) days of receipt of this Task Order.