

Matters from Staff

Meeting Date: November 1, 2016

Presenter: Steve Ashworth

Submitting Dept: Teton County/Jackson Parks & Rec.

Subject: Pathway Snow Removal Contracts

Statement / Purpose:

The purpose of this item is to seek approval to award two contracts for pathway snow removal for the winter 2016-17 season.

Background / Description (Pros & Cons):

Over the past four winter seasons Teton County/ Jackson Parks and Recreation Department has contracted with two different contractors for the plowing of the following pathway segments:

- SHWY 89 Pathway on the west side of the highway from just south of High School Road, south to the South Park Loop Road and including the Melody Ranch Trailhead on the west side of SHWY89.
- Wilson Centennial Pathway from the Wilson School pathway entrance to Stilson Ranch lot.
- Teton Village Road Pathway from the Stilson Ranch parking area north to the Lake Creek Bridge on the Moose Wilson Road.
- Von Gontard Pathway on the west side of SHWY 89 from South Park Loop Road south to the pathway end across from Game Creek Rd.
- South Park Loop Road Pathway west from SHWY 89/South Park Loop Rd. intersection west to Cortland Drive.
- Indian Springs Pathway at the junction of Highway 22 west to the Emily Steven's Park entrance at the Snake River.

The inclusion of these segments in the winter maintenance rotation since 2011-2012 has been a generally successful addition to the grooming and plowing already being performed by Parks and Recreation. Parks and Recreation and Pathways continue to refine winter maintenance strategies and methods to best meet the desires of the various pathway user groups in the winter. Based on feedback from our winter use survey we discovered the need for added commuter access to winter pathways. Therefore, the addition of the following segments are being requested for the coming winter season:

- Plow South Park Loop Rd from Cortland Dr. east and north to Boyles Hill/South Park Rd (4.85 miles)

This section includes the newly added pathway connector from Cortland Dr. to the 3 Creek Ranch pathway all the way to the intersection of Boyles Hill and South Park Loop Rd. This will create a fully plowed pathway for the entire South Park Loop pathway system to the Teton County School complex allowing for greater commuter access.

- Plow the pathway from the entrance of Emily Steven's Park on Hwy22 north to the Snake River bridge pathway, across the river and continuing west to the junction of the Wilson boat ramp access road and the Moose Wilson road across from the Stilson Ranch parking lot

This section will allow safer access to the Wilson boat ramp area, as well as, Emily Steven's Park from the Stilson Ranch parking area east across the river. Will allow commuter access from the Stilson Ranch parking area to the Highway 22 pathway system heading east to the Indian Springs pathway connector.

Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed)

This project supports the Vibrant Community strategic intent by providing outdoor recreation opportunities and safe commuter avenues for the residents and visitors to Teton County and providing services to ensure personal and community safety.

Attachments:

Informal bid for this service were solicited in the News and Guide and two contractors provided bids. They were as follows:

<u>Contractor</u>	<u>East bank</u>	<u>West bank</u>
Yellow Iron Excavation	\$75/hour	\$70/hour
Fish Creek Excavation	\$71.50/hour	\$75/hour

Fiscal Impact:

Historically the cost has averaged approximately \$11,700 per winter season for the above pathway segments at an hourly rate of \$65/hour. Staff has discussed the addition of the following segment of pathway to the contracts scope of work for this winter:

- South Park Loop Rd from Cortland Dr. to Boyles Hill/South Park Rd (4.85 miles)
- Plow the pathway from the entrance of Emily Steven’s Park on Hwy22 north to the Snake River bridge pathway, across the river and continuing west to the junction of the Wilson boat ramp access road and the Moose Wilson road across from the Stilson Ranch parking lot.

The additional path segment represents a 52% increase in the service level over last year and could increase the contract cost to approximately \$17,500 depending on the snow fall.

Staff Impact:

Contract management and oversight will be conducted by Teton County / Jackson Parks and Recreation Department.

Legal Review:

Yes-Keith Gingery, Teton County Attorney

Recommendation:

The director concurs with the TCJPR staff in recommending the award of the contracts for snow removal services on the east and west bank pathways.

Suggested Motion:

Move to approve award of the west bank pathway snow removal contract for winter 2016-17 to Yellow Iron Excavation with a service cost not to exceed \$7,000 for the season and the east bank pathway snow removal contract for winter 2016-17 to Fish Creek Excavation for the increased service level segments presented in the staff report with services not to exceed \$9,500 for the season.

Alternate Suggested Motion (Increased Service Level):



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made effective the 16th day of November, 2016 by and between TETON COUNTY, WYOMING, hereinafter referred to as “County” and **Fish Creek Excavation**, hereinafter referred to as “Contractor”.

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor, subject to the remaining terms and conditions of this agreement, to perform the following type of services: **Pathway Snow Removal-East Bank**, as set forth more fully below and Contractor, by execution hereof, hereby accepts and agrees to comply with the terms and perform all of the conditions set forth herein. All said work shall be performed to the sole and complete satisfaction of the County.
2. **TERM.** The term of this agreement shall commence on November 16, 2016 and shall terminate on March 31, 2017 unless sooner terminated by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amount and at the rate set forth in the attached Schedule A. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the numbers of hours during which services are performed in any given period of time. Contractor shall present appropriate invoices to Teton County Parks and Recreation Department on or before the first of each month for the services previously performed.
4. **PAYMENT.** The method of payment to the Contractor shall be governed by the practices of the County and legally mandated budgetary, accounting and payment procedures. The County shall pay said compensation within 30 days of receipt of invoices. The County may examine all records and accounts of the Contractor during reasonable hours for a period ending one (1) year after termination of this agreement in order to audit and verify the aforesaid charges.
5. **RELATIONSHIP OF PARTIES.** Contractor represents that the individual is customarily engaged in an independent trade, occupation, profession or business. The parties to this Agreement intend that the relation between them created by this contract is that of employer-independent contractor. Neither Contractor nor its employees are to be considered as an agent, employee or servant of County. County is interested only in the results obtained under this contract; the manner and means of conducting the work and time at which it is performed are under the sole control of the Contractor. None of the benefits provided by County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from County to Contractor or its employees or subcontractors, nor shall County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen’s compensation taxes or withholdings. The compensation set forth above is based upon this relationship and shall be adjusted accordingly in the event Contractor should ever contend that its relationship to County is otherwise than stated here.
6. **ASSIGNMENT.** This agreement may not be assigned by Contractor nor subcontracted, nor may be services be performed by any entity other than Contractor without prior written consent of County.
7. **INDEMNITY.** Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees and costs) arising out of the performance of the work.
8. **TERMINATION.** The parties agree that this agreement may be terminated by either party upon thirty (30) days notice, or by the sole discretion of County, with such shorter notice as is appropriate in event of:
 - a. The substantial failure of Contractor to perform as required;

- b. The discovery that Contractor has made a material misrepresentation regarding its qualifications or ability to perform this agreement or the gross incompetence of Contractor;
 - c. The threat of damage to County's property or the security of its property, personnel or information;
 - d. Dishonesty or criminal or gross misconduct of Contractor or its employees or subcontractors.
9. WORKERS COMPENSATION. Contractor shall comply with the Worker's Compensation Laws of the State of Wyoming.
10. LIABILITY INSURANCE. Contractor shall keep and maintain general liability insurance insuring against personal injury, death, and property damage. Contractor will provide County with a certificate of insurance naming Contractor and County as additionally insured and having combined single limit coverage of not less than **\$ 1,000,000** dollars. Such policies cannot be canceled during the term of the agreement.
11. OTHER TERMS: **See Attachments**
12. ENTIRE AGREEMENT. This agreement together with its schedules and exhibits attached hereto contains the entire agreement between the parties, and may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
13. SCHEDULE OF WORK TO BE PERFORMED. **See Attachments.**
14. SCHEDULE OF COMPENSATION. **See Attachments.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

TETON COUNTY, WYOMING

By: _____ Date: _____
Barbara Allen, Chair

Attest: _____ Date: _____
Sherry Daigle, County Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

SCHEDULE A

PATHWAYS SNOW PLOWING CONTRACT TERMS

1. Payment is to be billed on an hourly basis for pathways as described in Schedule B at a rate of \$71.50 per hour.
2. The accumulated costs for plowing will be reviewed at various expenditure benchmarks against what has been budgeted and **shall not exceed \$9,500** for the season. If the budgeted amount is reached prior to the end of the stated season, the department will determine if the program should continue. If the plowing program is discontinued for budgetary or other reasons, the department will notify the contractor in a timely manner.
3. The snowplowing season for the purposes of this contract will begin when there is an accumulation of 4 inches of snow on the pathways designated to be plowed in this contract and end on March 31, 2016 unless otherwise extended or terminated earlier.
4. Plowing shall take place at a maximum of one time per day when snow reaches a depth of 2 inches on the pathway surface. Snow removal will generally occur before 10 a.m. unless conditions dictate otherwise. Conditions that may dictate otherwise may include WYDOT' s plowing schedule along highways #390 and #89 because of the close proximity of the highway to the pathway in places. The department and the contractor will determine the best times to plow these sections.
5. The contractor may be called upon to sand the plowed pathway sections under certain circumstances at the discretion of the Department.
6. The department will be contacted immediately when the plowing schedule cannot be met due to weather conditions, mechanical breakdowns, etc.
7. The designated pathways shall be plowed the full width of the paved surface (10 feet).
8. The contractor will mark the pathways to be plowed with snow poles as he deems necessary.
9. The contractor shall follow all regulations that apply to public roads and highways and keep the safety of the general public as his primary concern. As a contracted representative of this department he will conduct himself in a courteous manner and provide good public relations when dealing with the general public and representatives of other agencies.

10. The contractor will be expected to provide his own equipment, maintenance and repair, equipment parts, tools and fuel. This contract only covers billing for actual snow plowing time.
11. The contractor shall be responsible for any damages to pathways, pathway amenities or private property caused by his snow plowing operation.
12. The contractor shall not deposit snow onto any groomed ski trail or plowed road/parking lot.
13. Invoices for plowing shall be submitted at the end of each month for payment. **Each month's bill shall be itemized to show the cost for each section of pathway for that month.** Billing invoices shall be emailed or mailed to:

Teton County/Jackson Parks and Recreation Dept.
P.O. Box 811
Jackson, WY 83001
Attn: Andy Erskine
aerskine@tetonwyo.org

SCHEDULE B

PATHWAY SECTIONS TO BE PLOWED

EASTBANK

2016/2017

1. Highway 89 pathway from the junction with High School Road south to the end of the pathway across from Game Creek Road including the pathway spur to the Melody Ranch pathway trailhead parking lot and the parking lot. **5.4 miles (one way)**
2. South Park Loop Road pathway from Highway 89 to the intersection at Boyles Hill Road/South Park Loop Road. **5.23 miles (one way)**
3. Highway 22 pathway from its junction with the highway west to the junction with Teton Science School Road excluding the tunnel underpass. **.53 miles (one way)**
4. Indian Springs path west to Emily's Pond entrance, through Emily Stevens Park pathway and across the Snake River pathway bridge to Hwy 390. **3 miles (one way)**

Total = **14.16 miles (one way)**



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made effective the 16th day of November, 2015 by and between TETON COUNTY, WYOMING, hereinafter referred to as “County” and **Yellow Iron Excavation**, hereinafter referred to as “Contractor”.

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor, subject to the remaining terms and conditions of this agreement, to perform the following type of services: **Pathway Snow Removal-West Bank**, as set forth more fully below and Contractor, by execution hereof, hereby accepts and agrees to comply with the terms and perform all of the conditions set forth herein. All said work shall be performed to the sole and complete satisfaction of the County.
2. **TERM.** The term of this agreement shall commence on **November 16, 2016** and shall terminate on **March 31, 2017** unless sooner terminated by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amount and at the rate set forth in the attached Schedule A. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the numbers of hours during which services are performed in any given period of time. Contractor shall present appropriate invoices to Teton County Parks and Recreation Department on or before the first of each month for the services previously performed.
4. **PAYMENT.** The method of payment to the Contractor shall be governed by the practices of the County and legally mandated budgetary, accounting and payment procedures. The County shall pay said compensation within 30 days of receipt of invoices. The County may examine all records and accounts of the Contractor during reasonable hours for a period ending one (1) year after termination of this agreement in order to audit and verify the aforesaid charges.
5. **RELATIONSHIP OF PARTIES.** Contractor represents that the individual is customarily engaged in an independent trade, occupation, profession or business. The parties to this Agreement intend that the relation between them created by this contract is that of employer-independent contractor. Neither Contractor nor its employees are to be considered as an agent, employee or servant of County. County is interested only in the results obtained under this contract; the manner and means of conducting the work and time at which it is performed are under the sole control of the Contractor. None of the benefits provided by County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from County to Contractor or its employees or subcontractors, nor shall County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen’s compensation taxes or withholdings. The compensation set forth above is based upon this relationship and shall be adjusted accordingly in the event Contractor should ever contend that its relationship to County is otherwise than stated here.
6. **ASSIGNMENT.** This agreement may not be assigned by Contractor nor subcontracted, nor may be services be performed by any entity other than Contractor without prior written consent of County.
7. **INDEMNITY.** Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees and costs) arising out of the performance of the work.
8. **TERMINATION.** The parties agree that this agreement may be terminated by either party upon thirty (30) days notice, or by the sole discretion of County, with such shorter notice as is appropriate in event of:
 - a. The substantial failure of Contractor to perform as required;

- b. The discovery that Contractor has made a material misrepresentation regarding its qualifications or ability to perform this agreement or the gross incompetence of Contractor;
 - c. The threat of damage to County's property or the security of its property, personnel or information;
 - d. Dishonesty or criminal or gross misconduct of Contractor or its employees or subcontractors.
9. WORKERS COMPENSATION. Contractor shall comply with the Worker's Compensation Laws of the State of Wyoming.
10. LIABILITY INSURANCE. Contractor shall keep and maintain general liability insurance insuring against personal injury, death, and property damage. Contractor will provide County with a certificate of insurance naming Contractor and County as additionally insured and having combined single limit coverage of not less than **\$ 1,000,000** dollars. Such policies cannot be canceled during the term of the agreement.
11. OTHER TERMS: **See Attachments**
12. ENTIRE AGREEMENT. This agreement together with its schedules and exhibits attached hereto contains the entire agreement between the parties, and may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
13. SCHEDULE OF WORK TO BE PERFORMED. **See Attachments.**
14. SCHEDULE OF COMPENSATION. **See Attachments.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

TETON COUNTY, WYOMING

By: _____ Date: _____
Barbara Allen, Chair

Attest: _____ Date: _____
Sherry Daigle, County Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

SCHEDULE A

PATHWAYS SNOW PLOWING CONTRACT TERMS

1. Payment is to be billed on an hourly basis for pathways as described in Schedule C at a rate of \$70 per hour and for the walkway through Owen-Bircher park at a rate of \$50 per hour.
2. The accumulated costs for plowing will be reviewed at various expenditure benchmarks against what has been budgeted and **shall not exceed \$7,000** for the season. If the budgeted amount is reached prior to the end of the stated season, the department will determine if the program should continue. If the plowing program is discontinued for budgetary or other reasons, the department will notify the contractor in a timely manner.
3. The snowplowing season for the purposes of this contract will begin when there is an accumulation of 4 inches of snow on the pathways designated to be plowed in this contract and end on March 31, 2016 unless otherwise extended or terminated earlier.
4. Plowing shall take place at a maximum of one time per day when snow reaches a depth of 2 inches on the pathway surface. Snow removal will generally occur before 10 a.m. unless conditions dictate otherwise. Conditions that may dictate otherwise may include WYDOT' s plowing schedule along highways #390 and #89 because of the close proximity of the highway to the pathway in places. The department and the contractor will determine the best times to plow these sections.
5. The contractor may be called upon to sand the plowed pathway sections under certain circumstances at the discretion of the Department.
6. The department will be contacted immediately when the plowing schedule cannot be met due to weather conditions, mechanical breakdowns, etc.
7. The designated pathways shall be plowed the full width of the paved surface (10 feet).
8. The contractor will mark the pathways to be plowed with snow poles as he deems necessary.
9. The contractor shall follow all regulations that apply to public roads and highways and keep the safety of the general public as his primary concern. As a contracted representative of this department he will conduct himself in a courteous manner and provide good public relations when dealing with the general public and representatives of other agencies.

10. The contractor will be expected to provide his own equipment, maintenance and repair, equipment parts, tools and fuel. This contract only covers billing for actual snow plowing time.
11. The contractor shall be responsible for any damages to pathways, pathway amenities or private property caused by his snow plowing operation.
12. The contractor shall not deposit snow onto any groomed ski trail or plowed road/parking lot.
13. Invoices for plowing shall be submitted at the end of each month for payment. **Each month's bill shall be itemized to show the cost for each section of pathway for that month.** Billing invoices shall be emailed or mailed to:

Teton County/Jackson Parks and Recreation Dept.
P.O. Box 811
Jackson, WY 83001
Attn: Andy Erskine
aerskine@tetonwyo.org

SCHEDULE C

PATHWAY SECTIONS TO BE PLOWED WESTBANK

2016/2017

1. Wilson- Centennial Pathway from the intersection with Beckley Parkway west to the Wilson School rear parking lot. 1.2 Miles (one way)
2. Moose-Wilson pathway along Highway #390 from the junction with Beckley Parkway north to the north side of the Lake Creek Bridge. 3.70 Miles (one way)
3. Wilson School to WY22 along HHR Ranch Road by Wilson Medical Center 0.13 miles (one way)
4. The sidewalk through Owen-Bircher Park from Main St. park entrance to the wetlands boardwalk near park picnic shelter and along wetlands boardwalk to Hungry Jack's parking lot (done with walk-behind snowblower).

Total = 5.03 miles (one way)

PATHWAY SNOW REMOVAL BID SHEET

2016/2017

1. The sidewalk through Owen-Bircher Park from the Main St. park entrance to the wetlands boardwalk near the park picnic shelter and along the wetlands boardwalk to Hungry Jack's parking lot.

Please provide a separate cost per hour for this option. \$_____

2. Hourly rate for pathway snow removal based on terms identified in Schedules A, B and C.

Hourly rate for the pathways on the eastbank as described in Schedule B

\$_____

Hourly rate for the pathways on the westbank as described in Schedule C

\$_____

Contractor's Signature: _____

Contractor's name Printed:

Name of Business:

Mailing address:

Phone Number:

Fax Number:

Email Address:

A sealed bid is due to the Parks and Recreation Department by 3 p.m. on Wednesday October 12, 2016. The bid may be hand delivered to the administrative offices in the Recreation Center at 155 East Gill or mailed to Teton County/Jackson Parks and Recreation Dept. P.O. Box 811 Jackson, WY 83001. Please mark envelopes, Attn: Andy Erskine.