

Snow Removal and Plowing Services Agreement

2019/2020

Whereas the Selkirk Recreation District (SRD) located at Schweitzer Mountain Resort (SMR) wishes to contract for snow removal and plowing services within its boundaries during the winter of 2019/2020, and

Whereas Wood's Construction, an Idaho Corporation, known as the contractor, who is experienced at providing such services and who wishes to provide SRD the desired snow removal and plowing services,

The parties agree that the services shall be provided as follows:

1. That the agreement is for the period from November 1, 2019 to April 30, 2020.
2. That the contractor shall bill for each hour of service at the rates stated in the attached bid.
3. That the contractor shall keep time sheets by unit of equipment that clearly will show the time of service provided and the road where the work was done. These time sheets shall be the basis for billing SRD. The time sheets shall be maintained and billed in 1-minute increments, rounded up, and billed on a weekly basis. Time sheets shall follow the format provided by the SRD.
4. That all such weekly billing shall be paid on terms of Net 15 Days. Should payment not be received, the contractor may choose to withhold service until payment is received.
5. That the contractor will provide equipment and operators in such numbers as is needed to provide a timely and competent service for each incident of snow removal and plowing from the equipment listed in the bid. The contractor shall be exclusively responsible for the security of its equipment and safety of its employees.
6. That the contractor shall be licensed, bonded, and permitted, and fully compliant with all Federal, State, and local laws and regulations that may affect the contractor under this agreement.
7. That the contractor will be proactive in initiating service to SRD when snow accumulations reach three to four inches, and as early in the morning, at night, or during the day as is reasonable and necessary and that when possible the roads are navigable by 7:00 a.m. The contractor will utilize appropriate weather forecasts, as well as onsite observation to implement this provision. The contractor should utilize all available sources of information, including on mountain observers. The contractor will use reasonable and prudent judgment in initiating service to SRD to provide a high quality of service at a reasonable price. The SRD Plowing Coordinator is authorized to initiate complete or partial service when required.
8. That the contractor will provide plowing services that keep the designated roads (Addendum One) reasonably clear of snow and navigable by motor vehicles. However, areas blocked by parked vehicles or other obstructions will not be plowed until the vehicles or obstructions are removed. The contractor will plow around such vehicles and obstructions to the best of its ability and as is reasonable to ensure the vehicle or obstruction is not damaged. When vehicles or obstructions are encountered the contractor shall notify the Schweitzer Fire Department at 208-290-5588 to have the object removed. The SRD Snowplowing coordinator will review and coordinate the sub road-plowing manual with the contractor before the contract begins, and a copy of the manual will be kept in each piece of equipment and shall be reviewed and followed by the operators.

9. The contractor shall maintain and provide for itself all appropriate liability, business, and employee insurance coverage at no charge to SRD, and that SRD takes no responsibility for any of the actions of the contractor or its employees except as specifically provided for in this agreement. The contractor shall indemnify, hold harmless and defend SRD and its representatives from any and all claims without limitation for any damages, costs or any liability including attorney's fees in connection with or rising out of any act or omission of the contractor under this agreement. The contractor shall provide SRD evidence of liability insurance in the amount of \$2,000,000.00, and Workers Compensation coverage for all its operators. The contractor, in its general liability insurance policy, shall have the Selkirk Recreation District and the Independent Highway District (owner of the public rights of way at SMR) named as additional insured's.
10. That the contractor shall be responsible for the repair of any damage to property caused by its equipment or personnel other than normal wear and tear, and the contractor agrees to effect such repairs promptly once notified of such damage by SRD. Permanent obstructions in the public right of way such as fire hydrants, electrical transformers, telephone boxes, other above ground utility equipment, and signage shall be plowed around. The contractor shall not be responsible for damage to such permanent obstructions unless they are clearly marked and observable at all times, but the contractor shall take reasonable care at all times to avoid such damage. Damage to obstructions that disappear into the accumulated snow such as cars, curbs, guardrails, and landscaping, is considered normal wear and tear unless marked in such a way as to be obvious at all times. The contractor should catalog such existing conditions before the start of the season.
11. That the contractor shall not be responsible to any party for interruption of service due to acts of God, nature, strikes & other labor disputes, blockage of roads by improperly parked vehicles, or other circumstances beyond its control.
12. Where road snow is plowed to one side of the road the contractor shall remove the berm placed in driveways within one hour of the placement of the berm and charge such costs to the SRD road-plowing contract.
13. Sanding shall be held to minimum and shall be done only within 100' of intersections and the steep portion of Telemark Rd., east end of Parallel Rd., and Northwest Passage Roads, switchbacks on both Mogul and Crystal Springs Roads, unless requested by the plowing coordinator or the SRD commissioner(s) responsible for snow plowing.
14. SRD reserves the right to reduce or suspend service during the shoulder seasons (1 Nov until the ski area opens officially and between the official ski area closing date and 30 April), owing to possible budget constraints.
15. Contractor shall remove snow from fire hydrants that are in the public right of way, except for those maintained by other agencies, and charge such cost to the SRD road-plowing contract. Snow removed from the fire hydrants shall not obstruct designated ski or pedestrian access trails or paths.
16. The contractor and snow plowing coordinator will determine the marking of the following areas:
 - 1) Ski access trails that are below the road. Do not push snow over the edge of the road.
 - 2) Ski access trails that cross a road. Leave a snow floor and do not sand.

Selkirk Recreation District Snow Removal and Plowing Agreement – 2019/2020

3) Entry and exits of designated ski trails. Plow to facilitate use.
The contractor will review these areas with the plowing coordinator before the contract begins so as to agree to the type of markings required and any consideration the contractor may have.

- 17. SRD has the right to award certain portions of certain roads to other contractors for not-to-exceed contracts and to limit amounts spent on roads that are significantly higher in costs to plow than the average of the other roads, Great Escape Lane above Pinnacle Ridge entrance.
- 18. This contract may be extended for up to two additional years if both parties agree, with the attached fuel adjustment to the base equipment rate for both increasing and decreasing fuel costs.
- 19. That should any dispute arise between the parties that cannot be resolved by direct negotiations, the parties agree to binding arbitration of the agreement according to the rules of the American Arbitration Association, and specifically agree not to seek resolution through any court of law. The parties further agree that such arbitration shall be conducted per the laws of the State of Idaho.
- 20. That this agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements whether verbal or written. No supplement, modification or amendment of this agreement or any waiver of any provision shall be binding upon the parties unless executed in writing by both parties. Neither party may assign this agreement to any third party without the expressed written agreement of the other party. This agreement shall be construed in accordance with and governed by the laws of the State of Idaho

Agreed To By The Parties:

For: Wood's Crushing & Hauling Inc

Brian L Wood president
Signature & Title

Brian L Wood
Name

10-31-19
Date

For: Selkirk Recreation District

Patrick Werry
Signature & Title

Patrick Werry
Name

10-31-19
Date

Billing Address

Snow Removal and Plowing Services Agreement
Addendum One for 2019/2020

The parties to the above agreement further agree to the following:

I. Areas to be provided Service:

A. When services are required per the agreement, Wood's C&H shall provide services to:

- a. Snowplow Road to the end of the LID paved area just past Bakers Trail, and lower Snowplow from the main road to the first switch back.
- b. Parallel Run Road
- c. Ullr Drive Road and turn around area.
- d. Blizzard Drive Road
- e. Avalanche Drive Road 400 feet past Boulder Ridge driveway entrance.
- f. Mogul Hill Road from the Main Road to the beginning of the Spires
- g. Sitzmark Road
- h. Crystal Springs Road
- i. Slalom Road
- j. Telemark.
- k. Northwest Passage
- l. Village Lane
- m. Great Escape Lane to Pinnacle Ridge entrance

B. Plowing is to clear the paved surfaces of the public right of way in the most cost efficient manner per the agreement except for the access to the Wall and Baker residences on Snowplow Road where the road plow may be narrower.

II As part of its services to SRD, Contractor shall include the following activities in the areas provided service:

- A. All fire hydrants will be kept accessible for fire fighting use. If additional marking is required to insure this, it shall be done and the cost charged to this agreement.
- B. Special care must be exercised on the downhill side that snow does not slide or cascade in such a way as to damage structures. Especially dangerous are sliding snow boulders. Should snow storage on the uphill side become impractical, the uphill snow shall be moved to storage areas on the downhill side. Where needed, early season ramping out of snow in storage areas on the down hill side will greatly increase storage capacity and plowing efficiency. SRD and Contractor are not responsible under this agreement for snow deposited in the public right of way by mechanical means such as snow blowing or shoveling of walkways, roofs, driveways,

parking areas, etc. or by the sliding of accumulated snow from roofs. Should the Contractor observe such situations, it shall report the incident to the SRD and remove the snow at the expense of the property owner.

- C. The paved road surface shall be kept clear at all times (other than for snow floor) so that heavy emergency vehicles can better navigate the road way in emergency situations. During early season road plowing, every effort shall be made to build the storage berms in such a manner that the paved surface on both sides of the road is kept clear and that berm creep into the paved surface be prevented throughout the snow season. During late season plowing when snow floors are melting and turning to slush, snow/slush shall be removed down to the pavement.
- D. Contractor will remove the berms that are deposited in owner's driveways while plowing sub-roads.

Agreed To By The Parties:

For: Contractor

For: Selkirk Recreation District

Signature

Brian L Wood

Name

Brian L Wood

Date

10-31-19

Signature

[Signature]

Name

Darrell Werry

Date

10-31-19

**ADDENDUM TWO
TO THE SRD MASTER AGREEMENT FOR
SNOW REMOVAL AND PLOWING SERVICES
2019/2020**

The parties to the above agreement further agree to the following:

That the equipment to be provided for this agreement shall be as listed below and charged for as stated and such charges will be adjusted as stated for changes in the cost of off road diesel fuel starting at a base cost of \$2.60 per gallon and for each increase or decrease of \$.25/gallon. Traction material (sand) will be charged as stated when applied as needed; the application vehicle will be charged for separately.

1. ROCK SALT: \$.40 Rate per pound applied
2. Sanding Material: \$27.00 per yard applied
3. Graders: \$135.00 per Hour
4. Loaders: \$135.00 per Hour
5. Plow Truck
With Sander: \$120.00 per Hour
6. Dodge, Plow
& Sander: \$120.00 per Hour
7. Loader with
Snow Blower: \$250.00 per Hour
8. Skid Steer: \$120.00 per Hour
Bucket, Box Plow
9. Cat 906 Loader \$120.00 per Hour
Bucket, Box Plow

Agreed To By The Parties:

For: Wood's Crushing & Hauling, Inc.

Penny L Wood
Signature

Penny L Wood
Name

Oct 31-2019
Date

For: Selkirk Recreation District

Patrick Werry
Signature

Patrick Werry
Printed Name

10-31-19
Date