



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-5
14 Pages

BIKE TRAIL SNOW REMOVAL – SERVICES CONTRACT

DATE: October 29, 2024

TO: District Board Members

FROM: Charley Miller, General Manager

SUBJECT: Bike Trail Snow Removal Program – Services Contract with Placer County

BACKGROUND: The District has provided snow removal services on 2.3 miles of bike trail since 2011-2012. Since the 2013-2014 season, the District has performed this work using its staff and equipment. Snow removal is performed as needed between November 15th and April 30th. Services include snow removal, trail inspection, sanding for traction control, sweeping, installation and removal of snow poles and signage, litter pick-up, equipment maintenance, and trail maintenance, including springtime trail resurfacing (e.g., patch paving). The program complies with the provisions of a Placer County Encroachment Permit issued by the County's Department of Facilities Services. Placer County's Department of Agriculture, Parks & Natural Resources administers the contract with support from their Procurement Services Division.

DISCUSSION: Placer County staff has provided an agreement for the District's consideration to provide snow removal services on the County's bike trails in Olympic Valley for the 2024-25 winter. The terms of the agreement are substantially the same as in previous years.

The agreement defines the scope of work, duration, and a contract amount of \$47,380 to be paid in equal increments over the term snow removal services. The agreement is intended to correspond with the anticipated costs of labor, equipment, and materials in typical snowfall conditions. However, the actual cost will depend largely on the amount and timing of the snowfall, as many expenses are not fixed costs.

ALTERNATIVES: 1. Authorize staff to execute the services contract between Placer County and the Olympic Valley Public Service District for the Bike Trail Snow Removal Program.

2. Do not authorize staff to execute the snow removal services contract.

FISCAL/RESOURCE IMPACTS: Funds provided by Placer County for the contract come from Transient Occupancy Taxes (TOT).

RECOMMENDATION: Authorize staff to execute the snow removal services contract between Placer County and the Olympic Valley Public Service District for the Bike Trail Snow Removal Program.

ATTACHMENTS: Olympic Valley Bike Trail Snow Removal Services Contract between Placer County and the Olympic Valley PSD for the 2024-2025 winter.

DATE PREPARED: October 2, 2024

AGREEMENT

Administering Agency: Placer County Department of Agriculture, Parks, & Natural Resources
Contract No. SCN107497
Contract Description: Snow Removal – Olympic Valley Pedestrian & Bike Trail

THIS AGREEMENT is made into this 1st day of November, 2024 by and between the County of Placer (“County”), and the Olympic Valley Public Service District (“OVPSD”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, OVPSD shall provide snow removal services on the trails specified in **Exhibit A**, as described therein.
2. Term. The term of this agreement shall run from November 1, 2024, through April 30, 2025.
3. Payment. County shall pay OVPSD for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to OVPSD for services rendered pursuant to this Agreement. OVPSD shall submit all billings for said service to the County in the manner specified therein, or, if no manner is specified, then according to the usual and customary procedures which OVPSD uses for billing clients similar to the County.
4. Facilities, Equipment and Other Obligations of County. Unless otherwise specified in **Exhibit C**, OVPSD shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. Exhibits. All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. Time for Performance. Time is of the essence. Failure of OVPSD to perform any services within the time limits set forth in **Exhibit A** shall constitute a material breach of this Agreement.
7. Independent Contractor. At all times during the term of this Agreement, OVPSD shall be an independent contractor and shall not be an employee of the County. County shall have the right to control OVPSD only insofar as the results of OVPSD’s services rendered pursuant to this Agreement. County shall not have the right to control the means by which OVPSD accomplishes services rendered pursuant to this Agreement.
8. License, Permits, Etc. OVPSD represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for OVPSD to provide these services. OVPSD represents and warrants to County that OVPSD shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for OVPSD to practice its profession at the time the services are performed.
9. Time. OVPSD shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of OVPSD’s obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. Hold Harmless and Indemnification Agreement. At all times during the performance of this agreement, OVPSD agrees to protect, defend, and indemnify County in accordance with the provisions contained in **Exhibit D**.
11. Insurance. OVPSD shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, for the coverage shown in **Exhibit D**. All costs of complying with these insurance requirements shall be included in OVPSD's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
12. Contractor Not Agent. Except as County may specify in writing, OVPSD shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. OVPSD shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
13. Assignment Prohibited. OVPSD may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
14. Personnel.
 - A. OVPSD warrants that all personnel assigned by the OVPSD to perform the services are duly trained and qualified to perform the work. OVPSD shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by OVPSD to perform services pursuant to this Agreement, including those members of the Project Team as explained below, OVPSD shall remove any such person immediately upon receiving notice from County to that effect.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in **Exhibit A**, OVPSD agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by OVPSD without the prior written consent of County shall be grounds for cancellation of the Agreement by County, and payment shall be made pursuant to Section 16 (Termination) of this Agreement only for that work performed by Project Team members.
15. Standard of Performance. OVPSD shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which OVPSD is engaged in the geographical area in which OVPSD practices its profession. All services of whatsoever nature which OVPSD delivers to County pursuant to this Agreement shall be performed in a substantial first-class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in OVPSD's profession.
16. Termination.
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to OVPSD. In the event County shall give notice of termination, OVPSD shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) OVPSD shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof.

- 2) County shall have full ownership and control of all such writings delivered by OVPSD pursuant to this Agreement.
 - 3) County shall pay OVPSD the reasonable value of services rendered by OVPSD to the date of termination pursuant to this Agreement not to exceed the amount documented by OVPSD and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in **Exhibit B**, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by OVPSD had OVPSD completed the services required by this Agreement. In this regard, OVPSD shall furnish to County such information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by OVPSD. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
 - B. OVPSD may terminate its services under this agreement upon thirty (30) working days' advance written notice to the County.
17. Non-Discrimination. OVPSD shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, in contravention of the California Fair Employment and Housing Act, Government Code section I 2900 et seq.
18. Records. OVPSD shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to OVPSD until County is satisfied that work of such value has been rendered pursuant to this Agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
19. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and OVPSD agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold OVPSD harmless from any claim arising out of reuse of the information for other than this project.
20. Waiver. One or more waivers by a party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by either party.
21. Conflict of Interest. OVPSD certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, OVPSD agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.
22. Entirety of Agreement. This Agreement contains the entire agreement of County and OVPSD with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

23. Alteration. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 16, Termination.
24. Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The parties hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.
25. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Parks Division
Attn: Dan Fonner
3091 County Center Drive,
Suite 220,
Auburn CA, 95603

OVPSD:

Olympic Valley Public Service District
Attn: Jessica Asher
PO Box 2026
Olympic Valley, CA 96146

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Jon Manning
Purchasing Manager
Date:

Approved As to Form:

By: _____
County Counsel
Date:

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

By: _____
Charley Miller
General Manager
Date:

EXHIBITS

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

OVPSD shall remove snow from the following 2.3 miles of asphalt pedestrian trails (a map of which is shown below):

- (1) Olympic Valley Road Trail (1.3 miles): Starting from the eastern terminus, located at the intersection of Olympic Valley Road and Resort Road and, traveling west, to the intersection of Olympic Valley Road and Christy Hill Road.
- (2) Everline Resort & Spa Extension Trail (0.5 miles): Starting from the eastern terminus, located at the intersection of Olympic Valley Road and Resort Road and, traveling west, one half (0.5) mile along Resort Road.
- (3) Olympic Valley Park Extension trail (0.5 mile): Starting from the western terminus, located at the intersection of Olympic Valley Road and Resort Road and, traveling east, to the intersection of Olympic Valley Road and California State Route 89.

OVPSD shall remove snow from the trail area by blower or other equipment, relocating it along the edge of the trail's pavement. The OVPSD shall disperse sand, as necessary, within the trail corridor. OVPSD shall install, replace and remove snow poles and signs. OVPSD shall report any site conditions (such as hidden obstructions) to the County which may prevent timely and effective removal of snow and ice from the trail area.

OVPSD is responsible for any damage to the trail or surrounding areas resulting from the snow/ice removal process, including passing vehicles, nearby structures, signs, and other existing objects. OVPSD shall report all damage to the County immediately and shall effect repairs in a manner and time prescribed by the County. OVPSD shall perform all work with the safety of the general public in mind.

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment to OVPSD shall be made by the County on a monthly basis. Provided the work has been satisfactory performed, County shall pay invoices within thirty (30) days after approval of the invoice. The total amount payable for all services provided under this one-year agreement for Fiscal Years 2024 – 2025, shall not exceed **Forty Seven Thousand Three Hundred and Eighty dollars (\$47,380)**. Payment shall include costs for salaries, vehicles, services, and supplies.

The total amount payable shall not exceed the amount set forth herein; provided however, upon written request of the OVPSD and with written approval of the Placer County Director of Public Works, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate.

Additional Services

Additional Services are subject to the County’s approval, in writing, of a written scope of work and approval of a cost proposal. Any approved Additional Services and costs shall append to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Payment

OVPSD will be responsible for providing invoices stating information as specified in subheading “Invoicing” of this Exhibit.

Invoicing

OVPSD shall submit twelve invoices to the County as provided for in this **Payment Schedule**:

<u>Period of Service</u>	<u>Invoice Date</u>	<u>Amount</u>
November 15 – 30	December 1, 2024	\$4,305.00
December 2024	January 2025	\$8,615.00
January 2025	February 2025	\$8,615.00
February 2025	March 20245	\$8,615.00
March 2025	April 2025	\$8,615.00
April 2025	May 2025	\$8,615.00

Invoices shall be itemized showing the following information:

- Invoice Number
- Invoice Date (Month / Day / Year)
- Date and Details of Snow Removal Services

All fees shall be billed in accordance with the Payment Schedule above.

Invoices

Invoices shall be provided by OVPSD on a monthly basis. Invoices may be submitted by mail or email to the following:

Placer County Parks Division
Attn: Dan Fonner
3091 County Center Drive, Suite 220,
Auburn CA 95603

Payment Schedule

Payments shall be made to the OVPSD within thirty (30) days after the billing is received and approved by the County.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER OBLIGATIONS OF COUNTY

The County will not be responsible for providing any resources required for the successful performance of the work described in this Agreement. All equipment, fuel, and supplies are the responsibility of OVPSD.

EXHIBIT D

HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no case shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.