



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 9-01-2025 Staff Member/Dept: Ben Whipple / Public Works

Agenda Item: Award of Contract for Hyperborean Condo Renovation to Peak Venture Group, LLC

### Recommended Motion:

“Recommendation to award contract to Peak Venture Group, LLC to complete all recommended renovation scope for 291 N 2nd Ave /Hyperborean Condos”

### Reasons for Recommendation:

- Scope of work for the condo renovation is determined by Time & Materials basis and an in-order prioritization of the following work:
  - New roof
  - Egress Code & Water Intrusion Window Replacement
  - Moisture Intrusion Mitigation at Bottom Unit
  - Flooring Repair at Bottom Unit
  - Exterior Cleanup & Code Compliance
  - HVAC, Electrical, Plumbing, Interior Code Compliance
  - As Budget Allows:
    - Siding Repair and Painting
    - Additional window replacements
    - Interior door replacement as needed

### Policy Analysis and Background (non-consent items only):

### Sustainability Impact:

N/A

### Financial Impact:

None OR Adequate funds exist in account:	Capital Fund fund balance is projected to cover the previously council approved amount of \$243,125.
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### Attachments:

1. Contract with Peak Venture Group, LLC
2. Purchase Order 26002

**INDEPENDENT CONTRACTOR AGREEMENT 26002 WITH PEAK VENTURE  
GROUP, LLC  
FOR RENOVATION OF THE HYPERBOREAN CONDOMINIUM**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the \_\_\_\_ day of 09/01/2025, by and between the City of Ketchum, an Idaho municipal corporation ( “City”), and Peak Venture Group, LLC.

**FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.**

Scope of work for the condo renovation is determined by Time & Materials basis and an in-order prioritization of the following work:

- a. New Roof
- b. Egress Code & Water Intrusion Window Replacement
- c. Moisture Intrusion Mitigation at Bottom Unit
- d. Flooring Repair at Bottom Unit
- e. Exterior Cleanup & Code Compliance
- f. HVAC, Electrical, Plumbing, Interior Code Compliance
- g. As Budget Allows:
  - i. Siding Repair and Painting
  - ii. Additional window replacements
  - iii. Interior door replacement as needed

2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor **up to \$243,125**. Reference “Appendix A” for estimated pricing breakdown. Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within \_\_\_\_\_ approximately thirty days.

3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation.

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In addition, the City shall be named a “Additional Insured” by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:  
City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
191 5<sup>th</sup> St., West  
Ketchum, ID 83340

CONTRACTOR

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
11. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of City.
12. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
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15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF KETCHUM**

**, CONTRACTOR**

\_\_\_\_\_  
Neil Bradshaw, Mayor  
Owner

\_\_\_\_\_  
David Lloyd, Peak Venture Group, LLC

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk

TO:            CONTRACTOR: \_\_\_\_\_  
                         ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A****291 N 2nd Ave Condo Critical Renovation Items****Price**

Remove & Replace Windows - Egress Compliance and Damaged Windows	\$	30,650.00
Remove & Replace Siding	\$	-
Doors (Safety Only)		
Structural Calcs		
Exterior Paint & Stucco Patch	\$	27,720.00
New Roof	\$	35,000.00
Remove Material on South Side, Waterproof & Retain	\$	36,500.00
Ground Floor Flooring & Subfloor Repair	\$	22,000.00
Mold Remediation & Related Carpentry	\$	20,000.00
HVAC - Independent Dryers & Crawl Ventilation	\$	9,490.00
Electrical Clean-Up	\$	7,150.00
Plumbing Clean-Up	\$	7,150.00
Enclose Fire Places	\$	6,600.00
Arch & Engineering Fees	\$	10,000.00
Misc. Code Clean-Up Items	\$	12,000.00
Contingency (COK Held)	\$	18,865.00
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Total	\$	243,125.00



# CITY OF KETCHUM

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

PURCHASE ORDER - NUMBER: 26002

<b>To:</b> 6313 PEAK VENTURE GROUP LLC PO BOX 265 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/27/2025	BDAVIS	BDAVIS			

Quantity	Description	Unit Price	Total
1.00	Renovation of Hyperborean Condos 03-4194-7136	243,125.00	243,125.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		243,125.00

\_\_\_\_\_  
Authorized Signature