



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

“I move to approve Purchase Order for a not to exceed amount of \$86,200.62 with Idaho Traffic Safety for paint striping including crosswalks .”

Summary of Procurement Process:

Bidder	Bid Price
Idaho Traffic Safety	\$86,200.62
All Star Striping	\$93,593.51
Sunseal	No reply to invitation to bid, did not submit a bid
Pavement Specialties of Idaho	No reply to invitation to bid, did not submit a bid

Low Bid Contractor	Bid Price	Budget Account/Number
Idaho Traffic Safety	\$86,200.62	01-4310-6950 40

Background (if necessary):

- The City of Ketchum Street Department applies paint to City streets each spring as part of its normal state of good repair work. The work consists of repainting the existing street markings including crosswalks, bike path indicators, yellow and red curbs, turn arrows and handicap stencils.
- The work typically starts at the end of April and additional markings are added over new chip seal later in the season.
- Due to the staffing and equipment requirements involved in the paint striping and crosswalk stenciling work, the City of Ketchum has historically contracted out the work.
- Paint striping and crosswalk stenciling is included in the Streets Department budget and the Purchase Order is within the budgeted amount.

Sustainability Impact:

We have been using water base paints for many years now.

Attachments:

1. Purchase Order #24070
2. Award Letter
3. Independent Contractor Agreement 24070



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: 24070

To: 2495 IDAHO TRAFFIC SAFETY INC 3400 EAST SUNNYSIDE RD IDAHO FALLS ID 83406-7723	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/11/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	PAINT STRIPING 2024 01-4310-6950 4310040	86,200.00	86,200.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		86,200.00

 Authorized Signature



CITY OF KETCHUM

City Hall

Office: 208.726.3841

participate@ketchumidaho.org

P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340

ketchumidaho.org

March 9, 2024

Dear Bidder,

Notice of Intent to Award Contract: **City of Ketchum – Streets Department – Paint Striping on City Streets**

Thank you for your response to the above-referenced **Paint Striping on City Streets**.

This letter is to notify you that the City has reviewed all bids and are recommending the bid be awarded to the lowest responsive bidder, **Idaho Traffic Safety**.

Any participating bidder has the right to protest this recommendation. Idaho State Statute provides that:

If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days after the date of transmittal of the notice setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

The protest shall be addressed to the Ketchum City Clerk. Any protest addressed to the Ketchum Mayor and/or City Council will be referred to the Ketchum City Clerk.

Thank you for your interest in meeting the needs of the City of Ketchum. Your participation in the process is appreciated.

Trent Donat

City Clerk & Business Manager

tdonat@ketchumidaho.org

208-726-3841



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT 24070 WITH IDAHO TRAFFIC SAFETY FOR PAINT STRIPING SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 18th day of March 2024, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Idaho Traffic Safety (“Contractor”).

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. The City conducted a bidding process for paint striping services for 2024; the Invitation to Bid and accompanying documents are hereby incorporated by this reference.
- D. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City, and Contractor submitted a responsive bid to the City.
- E. 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.** The Scope of Services, including required completion dates, is described in the Invitation to Bid, Addendum 1, and Idaho Traffic Safety Quote (bid) posted by the City and attached to this Agreement as Exhibit A.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor Not to Exceed Amount of \$86,200.62 (Exhibit A – Idaho Traffic Safety Quote (bid)).
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
Professional Liability	\$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. In addition, the City shall be named “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 5th St., West
Ketchum, ID 83340

CONTRACTOR
Idaho Traffic Safety
Dustin Smith, Bid Estimator
3400 East Sunnyside Road
Idaho Falls, ID 83406
dsmith@idahotrafficsafety, (208) 522-4470

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.
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

IDAHO TRAFFIC SAFETY, CONTRACTOR

Neil Bradshaw, Mayor

Authorized Signatory *[Print Name and Signature]*

ATTEST:

Trent Donat
City Clerk

APPENDIX A



CITY OF KETCHUM | STREETS & FACILITIES

Ramsy Hoehn | Street Superintendent
office: 208.726.7831 | fax: 208.726.7843
rhoehn@ketchumidaho.org

P.O. Box 2315, 200 10th Street, Ketchum, ID 83340
ketchumidaho.org

INVITATION TO BID

The City of Ketchum is accepting bids for paint striping on city streets. Bids will be received until 2:00 p.m. local time on February 27, 2024. Bids will be opened at City Hall (191 5th Street West, Ketchum) by Trent Donat, City Clerk, on February 27, 2024, at 2:00pm.

Email bids to Trent Donat at tdonat@ketchumidaho.org and copy Ramsy Hoehn at rhoehn@ketchumidaho.org and Kelli Trapp at ktrapp@ketchumidaho.org.

A Public Works License is required for any contractor submitting bids for this work. Please submit a copy of license with bid documents.

(NEW) Stenciled Crosswalks on Sun Valley Road and 4th Street. See Street Dept for details. 24 EACH

CROSSWALKS AND BIKE LANE TO BE COMPLETED BY MAY 20

- CROSSWALKS-24-INCH STRAIGHT BARS 157 EACH
- CROSSWALKS ARE 8 to 9-FEET WIDE AND APPROX. 65 FEET LONG 38 EACH
 - (24" to 48" between bars depending on street width (Continental, 38 EACH)
- CROSSWALKS WITH DIAGONAL CROSSING 2 EACH

ADDITIONAL BIKE PATH WORK

- 5-BAR TRIANGLE FOR ROAD 15 EACH
- 5-BAR TRIANGLE FOR BIKE PATH 23 EACH
- SMALL BIKE STENCIL FOR BIKE LANES 12 EACH
- LARGE XING FOR ROAD 19 EACH
- CAUTION FOR BIKE LANE 23 EACH
- SMALL SPEED LIMIT SIGN FOR BIKE LANE 52 EACH
- STOP AHEAD 1 EACH
- 6-INCH WHITE LINE 9,525 FT

REMAINDER OF PAINT STRIPING SHALL BE COMPLETED BY JUNE 1

- YELLOW CURB 200 LINEAR FT
- CENTER-LINE STRIPING, 4-INCH DOUBLE YELLOW 59,593 LINEAR FT
 - (Left of centerline is measured by single 4-inch line)

- EDGE-LINE STRIPING, 4-INCH SINGLE WHITE 9,516 LINEAR FT
- PARKING STRIPE, 4-INCH SINGLE YELLOW 27,300 LINEAR FT
- STOP BARS, 24 INCH X 12 FEET 168 EACH
 - (Do not paint stop bars at non-crosswalk painted intersections)
- STOP STENCILS, 48-INCH-HIGH LETTERS 10 EACH
- HANDICAP STENCILS, WHITE ON BLUE 40 EACH
- TURN ARROWS (ONLY) 10 EACH
- STRAIGHT/TURN ARROWS (ONLY) 34 EACH
- SHARROWS 43 EACH
- CHEVRONS PAINTED ON SPEED BUMPS 8 EACH

Chip Seal Work List

- Chip Sealing will be in the residential areas this year and should minimally impact street painting. Please check with the Street Department for details.
- Painting in high traffic/parking areas needs to be completed from 8:00pm to 7:00am, depending on traffic.

Quality Control:

Paint lines shall be straight and not varying more than one inch in ten feet. Contractor will be responsible for quality control. All paint striping shall comply with current MUTCD standards unless otherwise noted by the owner.

Above values are approximate and subject to change. Paint thickness shall be no less than 300 linear feet per gallon on a four-inch line. Glass beads shall be used on centerlines, fog lines and crosswalk striping.

The City of Ketchum reserves the right to award the bid in whole or part in the best interest of the City.

Traffic control is the responsibility of the contractor.

Please contact Trent Donat at Tdonat@ketchumidaho.org and copy Ramsy Hoehn at rhoehn@ketchumidaho.org and Kelli Trapp at ktrapp@ketchumidaho.org with questions.



Paint Striping on City Streets

Addendum 1
February 22, 2024

To All Potential Bidders: This addendum details revisions to the previously issued Request for Bid and is hereby made part of the bid documents.

Please note bid should reflect pricing for the repainting of a quantity of 157 Standard Ladder Style Crosswalks and a quantity of 38 Continental Style Crosswalks.

Due to this clarification, the bid submission deadline has been adjusted from Tuesday, February 27, at 2 PM to Friday, March 1, at 2 PM.

End of Addendum

Quote



IDAHO TRAFFIC SAFETY

3400 East Sunnyside Road
Idaho Falls, Id 83406
DBE Certified

Fax: (208) 522-6521

Phone: (208) 522-4470

Date:

2/23/2024

Number of pages
including this cover
sheet:

3

Regarding:

City of Ketchum 2024 - Updated

Item	Description	Quantities / EA or LF	Unit Price	Extended
1	Continental Style Crosswalks, 24" Straight Bars, Aprox 9' Wide Aprox 65' Long	38	\$ 190.00	\$ 7,220.00
2	Standard Ladder Style Crosswalks, 24" Straight Bars	157	\$ 110.00	\$ 17,270.00
3	Stencil Crosswalks On Sun Valley Rd	24	\$ 650.00	\$ 15,600.00
4	Do Not Block 48" Tall Letters	0	\$ 55.00	\$ -
5	Crosswalks with Diagonal Crossing	2	\$ 85.00	\$ 170.00
6	Double Yellow Centerline Sun Valley Rd Main to Spruce	0	\$ 0.18	\$ -
7	Turn Arrows	0	\$ 25.00	\$ -
8	White Turn Lane	0	\$ 0.25	\$ -
Additional Bike Path Work			Subtotal	\$ 40,260.00
9	5 Bar Triangle Road	15	\$ 28.00	\$ 420.00
10	5 Bar Triangle Bike Path	23	\$ 22.00	\$ 506.00
11	Small Bike Stencil For bike Path	12	\$ 28.00	\$ 336.00
12	Large Bike Stencil for Road	0	\$ -	\$ -
13	Large X -ing	19	\$ 28.00	\$ 532.00
14	6" fog line	9,525	\$ 0.32	\$ 3,048.00
15	Caution for Bike Lane	23	\$ 22.00	\$ 506.00
16	Small Speed Limit Sign for Bike Lane	52	\$ 37.00	\$ 1,924.00
17	Stop Ahead	1	\$ 47.00	\$ 47.00
Items 1 - 17 need to be completed by May 20th			Subtotal	\$ 7,319.00
18	Yellow Curb Misc (As Directed)	200	\$ 1.55	\$ 310.00
19	Red Curb Misc (As Directed)	0	\$ 2.50	\$ -
20	Center Line Striping 4" Double Yellow (If is measured by single line)	59,593	\$ 0.18	\$ 10,726.74
21	Edge Line Striping 4" White	9,516	\$ 0.18	\$ 1,712.88
22	Parking Stripe, 4" Yellow	27,300	\$ 0.27	\$ 7,371.00
23	Stop Bars, 24" x 2' long (don't paint bars at noncrosswalk painted Intersections)	168	\$ 27.00	\$ 4,536.00
24	STOP Stencils, 48" Letters	10	\$ 30.00	\$ 300.00
25	Handicap Stencils, White on Blue	40	\$ 47.00	\$ 1,880.00
26	Turn Arrows (Only)	10	\$ 25.00	\$ 250.00
27	Straight / Turn Arrows (only)	34	\$ 30.00	\$ 1,020.00
28	Fogline Striping 8" White	0	\$ 0.32	\$ -
29	Sharrow's	43	\$ 25.00	\$ 1,075.00
30	Chevrons Painted on Speed Bump	8	\$ 55.00	\$ 440.00
31	Mobilization Fee Lump Sum	1	\$ 9,000.00	\$ 9,000.00
Items 18 - 30 need to be completed by June 1st			Subtotal	\$ 38,621.62
			Combined Subtotal	\$ 86,200.62

Notes:

1. All Prices per application, if the bike path is requested to be painted in May and then again after the seal coating season, that would be counted as 2 applications. Subjecting City to an additional bill price.
2. All scheduling requires 48-hour business day notice.
3. I acknowledge all addendums for this quote.
4. The suggested subtotal price is for the job projection and is **NOT** the final bill price.
 - a. If there is a discrepancy between the Unit Price and the Extended Price, the unit price is the correct price.
 - b. The combined subtotal at the bottom does not include any added or subtracted painting at the request of the city forces.
5. Pavement Markings.
 - a. Price includes layout, striping, hatching, and HC symbol.
 - b. Painting between September 30th and April 30th voids all paint warranty.
 - c. Painting between September 30th and April 30th there is a cold weather painting fee of \$ 200.00.
 - d. We do not paint & / or lay thermoplastic on wet / dirty surfaces; it is not our responsibility to dry or clean the surface.
 - e. For truck painting, if the temperatures are below 40 degrees, we will be unable to paint without sustaining damage to the working parts of our paint truck and having serious failures. Hand striping cannot be performed if the temperature is 35 or below. Hence, we will be unable to paint in those conditions.
 - f. Due to material shortages paint for both the hand striping crew and the paint truck are in limited supply and applying paint to a new project may be delayed for those reasons. We cannot guarantee to have paint in stock at the time that painting is required at this time.
 - g. If you call us and say you are ready for painting, and we show up and find that equipment and building materials are in the way, there will be an additional mob fee charged per trip we must make to finish all parking lot areas.
 - h. Additional trips are \$1,500.00 / trip requested, i.e. additional painting not on additional bid.
6. Price does not include Arrowboards, traffic control, flaggers, speed trailers, portable traffic signals, crash cushions, light plants, recording of pavement markings, rolling stops.
7. If this is a rebid, all previous bids are null and void.
8. This quote expires in 45 days.
9. If there is over a 3% increase on materials, then the costs will be passed onto the General Contractor, or the Owner of the project.

Questions or Comments,

Dustin Smith
TCS, TCDS
Bid Estimator
(208) 522-4470
dsmith@idahotrafficsafety.com

Luke Mecham
208-716-2924
All Painting Scheduler
luke@idahotrafficsafety.com

Agreement to above terms:

Job Title: _____ Date: _____

Print Name: _____ Signature: _____