



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- 
- 
- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Purchase Order is for NTE amount of \$329,980. Adequate funds exist within the water fund, allocated to this scope from other water projects that will be postponed"/>
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**Attachments:**

- 
- 
- 
- 
-



**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 14, 2024

Dear Bidder,

Notice of Intent to Award Contract: **Main Street Water Main Relocation, Water Department**

Thank you for your response to the above referenced **Main Street Water Main Relocation**.

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, **Lunceford Excavation Inc.**

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 Ketchum City 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



This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by and between the CITY OF KETCHUM, hereinafter called "OWNER" and

Lunceford Excavation, Inc, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: KETCHUM MAIN STREET WATER MAIN RELOCATION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on **April 1, 2024** and will complete the same by **April 26, 2024**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:  
Three hundred Twenty-nine Thousand Nine Hundred Eighty Dollars and Zero Cents \$329,980.00

as shown in the BID PROPOSAL-SCHEDULE OF ITEMS AND PRICES.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - 5.01 INVITATION TO BID
  - 5.02 INSTRUCTIONS TO BIDDERS
  - 5.03 BID FORM
  - 5.04 BID BOND
  - 5.05 BID PROPOSAL- SCHEDULE OF ITEMS AND PRICES
  - 5.06 LISTING OF SUBCONTRACTORS
  - 5.07 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
  - 5.08 AGREEMENT
  - 5.09 PAYMENT BOND
  - 5.10 PERFORMANCE BOND
  - 5.11 CERTIFICATE OF INSURANCE
  - 5.12 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
  - 5.13 STANDARD FORMS
  - 5.14 GENERAL CONDITIONS
  - 5.15 SUPPLEMENTAL CONDITIONS
  - 5.16 STANDARD AND TECHNICAL SPECIFICATIONS
  - 5.17 WATER DESIGN DRAWINGS- CONSTRUCTION DRAWINGS dated: February xx, 2024
  - 5.18 ROAD CONSTRUCTION DRAWINGS- for Reference Only, Not a Part

6. *Retainage.* The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released up Certification of Substantial Completion.

7. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above, plus any extensions thereof allowed in accordance with **Article 12 of the General Conditions**. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred dollars (\$500.00)** for each day that expires after the time specified in paragraph 3 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the time specified in paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred dollars (\$500.00)** for each day that expires after the time specified in paragraph 3 for completion and readiness for final payment.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

**CITY OF KETCHUM**

BY: Trent Donat

Title: City Clerk

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 W 5<sup>th</sup> Street  
Ketchum, Idaho 83340

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of: **KETCHUM MAIN STREET WATER MAIN RELOCATION.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 W 5<sup>th</sup> Street  
Ketchum, Idaho 83340

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**KETCHUM MAIN STREET WATER MAIN RELOCATION.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof of which may be granted by the OWNER, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

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as a placeholder for certificate of insurance from Contractor

**NOTICE TO PROCEED AND ACCEPTANCE BY CONTRACTOR**

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TO:       CONTRACTOR:    Lunceford Excavation Inc  
                                  ADDRESS:           PO Box 739  
  Ketchum, ID 83340

FROM:       OWNER:        **CITY OF KETCHUM**  
                                  PROJECT:           **KETCHUM MAIN STREET WATER MAIN RELOCATION**

                                  CONTRACT NO.:    **24069**  
                                  CONTRACT AMOUNT: **\$ 329,980.00**

You are hereby notified to commence WORK on Main St Water Main Relocation in accordance with the AGREEMENT, and you are to complete the WORK by April, 26th, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF KETCHUM

By: Trent Donat \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

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**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by: \_\_\_\_\_

(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_



**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: 24069**

<b>To:</b> 2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 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
03/05/2024	Shellie	Shellie	Utilities/Water	0	

Quantity	Description	Unit Price	Total
1.00	MAIN STREET WATERLINE RELOCATION 64-4340-7135	329,980.00	329,980.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		329,980.00

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