



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 10-20-2025 Staff Member/Dept: Ben Whipple / Public Works

Agenda Item: Award of the Visitor's Center Roof Replacement Project to Cueva Elk Roofing

Recommended Motion:

"I motion to award the Visitor's Center Roof Replacement Contract to Cueva Elk Roofing"

Reasons for Recommendation:

- Staff conducted a semi-formal bid process to get pricing submissions on the reroofing of the Visitor's Center
- Solo bidder, Cueva Elk Roofing, submitted a qualified bid for \$151,270. This price aligned with previously received quotes in 2024 as well as unit cost from prior roofing projects.
- Staff has coordinated with Starbucks owners and looks to begin this project as soon as contracts are finalized and complete the roof replacement before the end of November

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

Sustainability Impact:

N/A

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds exist in the CIP 2026 budget to cover the repair & maintenance expense
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Attachments:

1. Cueva Elk Roofing Contract
2. Cueva Elk Roofing Bid
3. PO 26031 – Cueva Elk Roofing



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT 26031 WITH CUEVA ELK ROOFING FOR KETCHUM VISITOR CENTER ROOF REPLACEMENT PROJECT

This Independent Contractor Agreement ("Agreement") is made and entered effective the 20th day October of 2025, by and between the City of Ketchum, an Idaho municipal corporation ("City"), and Cueva Elk Roofing ("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. 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.** Services include all required labor, materials, coordination and permitting to complete a full roof replacement at the Ketchum Visitor Center located at 491 Sun Valley Rd. Includes but not limited to the following:
 - a. New Shingles: Brava Composite Cedar Shake (or equal)
 - b. New Snow Clips for Noth & South Roof Pitches
 - c. New Ice and water shield
 - d. New Outer Plywood SheathingBid Alternates (Chosen based on existing conditions found after contractor investigation)
 - a. Bid ALT 1: Replace Outer Rigid Insulation Layer
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor \$151,720. 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. 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

CONTRACTOR

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

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

CONTRACTOR

Neil Bradshaw, Mayor

Eric Cueva, Owner

ATTEST:

Trent Donat
City Clerk



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

City of Ketchum Visitor Center Roof

Project Introduction:

The City of Ketchum is seeking a quote from qualified roofing contractors to replace the Ketchum Visitor's Center Roof.

Submission Deadline: October 16th, 2025 at 3:00 PM MST

System Requirements:

1. Base Bid System Design
 - a. New Shingles: Brava Composite Cedar Shake (or equal)
 - b. New Snow Clips for Noth & South Roof Pitches
 - c. New Ice and water shield
 - d. New Outer Plywood Sheathing
2. Bid Alternates (Chosen based on existing conditions found after contractor investigation)
 - a. Bid ALT 1: Replace Outer Rigid Insulation Layer
3. Timeline
 - a. Contractor to submit Roof Permit (REQUIRED) upon receipt of Notice of Award
 - b. Installation Complete Late Fall/Early Winter 2025

Bid Award Assessment

Low bidder will be determined base on the following:

1. Meeting the above system requirements
2. Base Bid Pricing Total

Existing Infrastructure:

SITE VISITS AVAILABLE UPON REQUEST

Bid Schedule:

Fill and submit all the information below for your quote:

City of Ketchum Fire Station Solar Bid Schedule					
#	Item	Unit	Quantity	Unit Price	Item Cost
1.	General Conditions & Permits	LS	1		\$3,000
2.	Roof Demolition	LS	1		\$25,000
3.	New Composite Shingles	SQFT	7300	\$7.67/sf	\$56,000
4.	Flashing & Miscellaneous Supporting Materials	LS	1		\$36,000
5.	Other	LS	1		\$31,720
BASE BID TOTAL \$					151,720
5a.	Rigid Insulation Replacement	SQFT	7300	\$7.24	\$52,852 \$51,100
ALTERNATES TOTAL \$					\$52,852 \$51,100

SMALL TOWN. BIG LIFE.

CUEVA ELK ROOFING



Eric Cueva, Owner
P.O.Box 32
Bellevue, Idaho, 83313
208.309.2822
License #RTC-35872



QUOTE

DATE: 09-22-25

Job#: "Town Square Roof"

CUSTOMER INFORMATION:

Name: Bryan

Address: 491 Sun valley Rd Ketchum ID 83340

Contact Information: Home#

Cell # 801 230 0388

E-mail address:

<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>To</u>
73sq	Brava Cedar Shake eny color class a fire rated		
40boxes	Ice water Shield HT High Temperature grace		
220f	Hig Ridge Caps care cedar		
250f	Starter courser in necessary to begin you cedar		
500f	Drip Edge Flashing		
300f	W valley metal Flashing 24 Gauge		
250f	Transicion flashing 24 gauge custom		
310f	Head wall flashing 24 gauge custom		
-	Step flashing Custom 24 Gauge		
5boxes	Cool Nails 1 ¾ hot dip ring shank		
4units	Pipe jack flashing		
1bag	screws 2 inches		
1boxes	Stapless ¾ silicon 50 years		
300units	Snow clips		

Description:

=> We purpose to do the following scope of work at the town square roof: we will remove and dispose of the current roof shake in install a new roof 50 years of brava cedar shakes.

=> Nail all the plywood that is raised, all damaged plywood will also be replaced before covering the roof.

=> Heat we will install drip edge flashing around the entire perimeter of the roof.

=> Install ice and water shield HT on the entire perimeter of the roof.

=> Install snow clips or snow retention above all door ways decks and patios maybe in parking areas if necessary.

=> Note all extras, such as adding new insulation or changing everything that is required time and materials will be charged showing the receipt. Thank you for the opportunity to submit my quote for this project.

Subtotal Materiales: \$ 92000

Taxes: \$ 5520 6%

Delivery Charge: 1200

Building permit⇒**Trash Disposal:** 3000\$ End Dump

Labor: 50000\$. (less deposit)

TOTAL: 151720\$

Payments are to be made as follows: 50% due upon delivery materials and 50 % upon completion on the job.

Sincerely,
Cueva Elk Roofing
Eric Cueva, Owner

Accepted By:

Date:

Owner/Client

Accepted By:

Date:

Eric Cueva

Using Other options or other materials.

1=> Cedar Synthetic Roofing Products => 175000 \$

2=> Davinci Composite Shake => 162000 \$

Cueva Elk Roofing provide or brind a 5 years guarantee to the work
ATT Cueva Elk Roofing



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: 26031

To: 5891 CUEVA ELK ROOFING PO BOX 32 BELLEVUE ID 83313	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
10/16/2025	BDAVIS	BDAVIS			

Quantity	Description	Unit Price	Total
1.00	Visitors Center ReRoof 03-4194-7161	151,720.00	151,720.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		151,720.00

Authorized Signature