



City of Ketchum

October 7, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors

Recommendation to intertie Trail Creek Well line from the Ketchum Springs Water system (KSW) into the municipal system.

Staff recommends Council approve the contract #20402 with the following motion.

I move to enter into contract #20402 with Lunceford Excavation Company to tie the Trail Creek Well line into the Municipal water system at the corner of Spruce Ave and Sun Valley Road. This contract is for \$18,700.00 with a 10% contingency amount of \$1,870.00 for a not to exceed price of \$20,570.00.

The reasons for the recommendation are as follows:

- This work was always planned for in the scope of work to eliminate the old KSW system.
- Recent elimination of KSW lines have raised the system pressures in the old system causing more repairs.
- This work will allow us to control pressures in the old system and eliminate a more expensive motor drive unit at the wellhouse.

Introduction and History

As we complete our second major phase of the abandonment of the KSW system our work has caused system pressures to rise above the ability of the old pipes. This has caused more repairs this year. With this intertie we will be able to divert flows into the municipal system and through an existing pressure reducing station. This work was always planned for but, now is the time. With our Trail Creek Well line dormant for the winter the work will have to be done before the irrigation season start in 2020. With the work done by the end of October we will be able to run the Trail Creek Well this winter if needed, with less chance of creating leaks.

Analysis

Per Idaho Public Works Construction Bidding procedures this project was formally bid and noticed. Bid documents were posted online on the City of Ketchum's website. In addition, the City Water Supervisor directly contacted local contractors in the Wood River Valley to inform them of the project.

An optional Pre-bid walk was held with three contractors.

Bids were opened and read out loud on Tuesday, October 1, 2019. The City received 3 qualified bids as summarized below:

Bidder/Contractor	Bid Amount	Total
Lunceford Excavation LLC	\$ 18,700.00	\$ 20,570.00
S. Erwin Excavation LLC	\$ 21,112.00	\$ 23,224.00
BZR Power Division LLC	\$ 22,289.00	\$ 24,517.00

The contractor will provide all the necessary materials, labor and equipment to complete the project. The completion date targeted for this phase is October 21, 2019

.Financial Impact

This project will be funded from the Water Department's Capital Improvement fund.

Respectfully submitted,

Pat Cooley
Water Supervisor

Attachments:
Contract 20402

CITY OF KETCHUM CONTRACT #20402

This Contract #20402 is entered into this ___ day of _____, 2019, by and between the City of Ketchum, a municipal corporation of the State of Idaho (“OWNER”), and Lunceford Excavation LLC, a company licensed to do business in Idaho (“CONTRACTOR”). OWNER and CONTRACTOR are sometimes collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Ketchum City Council has budgeted funds for the Intertie of the Ketchum Springs Water System and Municipal Water System (“the intertie project”) and engaged in an Invitation for Bids (IFB) process to seek a contractor to perform such work as required by Idaho law; and

WHEREAS, following the procedures set forth in the IFB, OWNER selected CONTRACTOR to perform the Work; and

WHEREAS, CONTRACTOR desires to perform the work on the terms and conditions set forth in the Contract Documents, as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

1. SCOPE OF WORK. OWNER engages CONTRACTOR to PROVIDE ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT for the intertie project, and other related work, as set forth in Attachment A.

2. PAYMENT. OWNER agrees to pay CONTRACTOR for CONTRACTOR’s services rendered under this Contract a sum not to exceed \$18,700.00. The Parties agree that CONTRACTOR will invoice OWNER for payment under this Contract for services rendered hereunder as follows:

A. CONTRACTOR’s submitted invoices must be approved and signed by the Ketchum Water Superintendent.

B. CONTRACTOR shall submit payment requests to OWNER no more frequently than every thirty (30) calendar days. Each payment request from CONTRACTOR shall be accompanied by an updated critical path schedule for completion of the Project within the Contract Time.

3. CONTRACT TIME; COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The work shall occur as directed by the Project Manager identified in Section 4 of this agreement. The intertie project shall occur by October 21, 2019, unless otherwise extended by the City. A Notice to Proceed may be given at any time within three (3) days after the Effective Date of this Contract.

4. PROJECT MANAGER. OWNER has designated the Ketchum Water Superintendent who will be responsible for overall project management. The Project Manager will provide coordination between CONTRACTOR and OWNER, including timely response to any inquiries. Project Manager will also be reasonably available for any meetings that may be necessary in relation to the Project. OWNER reserves the right to change the project manager at its discretion upon notice to CONTRACTOR.

5. DELIVERY OF INSURANCE TO OWNER. Prior to commencement of any work, CONTRACTOR shall deliver to OWNER Certificates of Insurance identifying OWNER as an additional insured.

6. CONTRACTOR'S RESPONSIBILITIES. The CONTRACTOR shall perform all labor, and provide all material and equipment necessary to produce the construction required by Attachment A. The CONTRACTOR shall:

A. Supervise and direct the work, using its best skill and attention, and diligently and continuously work on the construction to ensure prompt completion. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract.

B. Provide all labor, materials, tools, permits, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

C. Warrant to the OWNER that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

D. Be responsible to the OWNERS for the acts and omissions of all the CONTRACTOR's employees and all subcontractors, their agents and employees, and all other persons performing any of the work on behalf of the CONTRACTOR. The CONTRACTOR shall indemnify and hold harmless the OWNER from any and all damage or injury of every description arising out of or in connection with the work to be performed under this Contract.

E. Confine operations at the site of construction to areas provided by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber any site with materials or equipment.

F. Keep the sites free from accumulation of waste materials or rubbish caused by CONTRACTOR'S operations. At the completion of the Work CONTRACTOR shall remove all waste material and rubbish on or about the project, as well as all tools, construction equipment, machinery and surplus materials, and shall leave the building and job site "broom clean" or its equivalent, except as otherwise specified, and if the CONTRACTOR fails to clean up, OWNERS may do so and charge the costs to the CONTRACTOR.

G. Contract responsibility shall include all contracting and scheduling duties, supervision, and attend OWNER'S and OWNER'S representative meetings.

H. The CONTRACTOR shall maintain at all times discipline among CONTRACTOR's employees and subcontractors and shall not employ any person unfit or not capable of performing work on this Project to acceptable standards.

I. The CONTRACTOR shall pay all applicable taxes for which CONTRACTOR is responsible as required by law or as otherwise agreed under this Contract.

J. The CONTRACTOR shall comply with all laws, rules and regulations or orders of all public authorities relating to the performance of the work herein.

K. The CONTRACTOR shall utilize recycling efforts whenever reasonably possible.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venture of OWNER. OWNER shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the means by which it accomplishes the work specified by the OWNER. CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of OWNER.

8. ASSIGNMENT. It is expressly agreed and understood by the Parties hereto that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Contract except upon the prior written express consent of the OWNER.

9. DISCRIMINATION PROHIBITED. In performing the services required herein, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

10. TERMINATION FOR CAUSE.

A. If through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, OWNER shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Contract is terminated for cause, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

B. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to OWNER for damages sustained by OWNER by virtue of any breach of this Contract by the CONTRACTOR, and OWNER may withhold any payments to

CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the OWNER from CONTRACTOR is determined. This provision shall survive the termination of this Contract and shall not relieve CONTRACTOR of its liability to OWNER for damages.

C. If OWNER, or its representatives, fail to make necessary decisions throughout the Project, delay decisions and negatively impact the CONTRACTOR's ability to complete the Project satisfactorily or in a timely manner, or fail to make payments as set forth in this Contract, CONTRACTOR may terminate the Contract in the same manner and under the same payment conditions as stated in Section 10A herein.

11. FEDERAL, STATE AND LOCAL PAYROLL TAXES. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by OWNER on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee of OWNER with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay all taxes owed by CONTRACTOR in accordance with applicable federal, state and local laws.

12. LICENSES AND LAW. CONTRACTOR represents that CONTRACTOR possesses the skill and experience necessary and all licenses and authorizations required to perform the services under this Contract. CONTRACTOR further agrees to comply with all applicable laws, ordinances and codes of the Federal, State and local governments in the performance of the services hereunder.

13. WORKER'S COMPENSATION. CONTRACTOR shall maintain in full force and effect worker's compensation coverage for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ as required by Title 72, Idaho Code, and provide proof to OWNER of such coverage. If CONTRACTOR fails to maintain such insurance during the term of this Contract, this Contract is immediately terminable by OWNER, and CONTRACTOR shall indemnify OWNER against any loss resulting from such failure.

14. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES. CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided under this Contract.

15. EFFECTIVE DATE. This Contract shall be effective upon approval and execution by OWNER and CONTRACTOR.

16. WARRANTY. The materials and workmanship, including asphalt patching, involved in the project shall be warranted for two years following final completion of the project.

17. INDEMNIFICATION. CONTRACTOR agrees to indemnify, defend and hold harmless OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property

arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees or representatives under this Contract.

18. INSURANCE. Liability Insurance. CONTRACTOR agrees to obtain and keep in full force and effect during its acts under this Contract a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence, which shall name and protect CONTRACTOR, CONTRACTOR's employees, OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to OWNER prior to commencing its performance as herein provided, and CONTRACTOR shall require CONTRACTOR's insurer to notify OWNER ten (10) days prior to cancellation of said policy.

19. CHANGE ORDERS. OWNER reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this Contract, and agrees to make corresponding adjustments in the Contract Price and time for completion. All changes will be authorized by a written change order signed by OWNER and CONTRACTOR. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and the Contract Price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract Price resulting in a credit or a charge to OWNER shall be determined by mutual agreement of the Parties before starting the work involved in the change.

20. NO WAIVER. Failure of any party to exercise any of the rights under this Contract, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

21. CHOICE OF LAW. This Contract shall be governed by the laws of and statutes of the State of Idaho. Any dispute under this Contract, or related to this Contract, shall be decided in accordance with the laws of the State of Idaho, and venue shall be in the Fifth Judicial District Court in Blaine County, Idaho.

22. AMENDMENT. This Contract can only be modified or amended in writing under mutual agreement by the Parties.

23. SEVERABILITY. If any part of this Contract is held unenforceable, the remaining portions of the Contract will nevertheless remain in full force and effect.

24. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, heirs, executors, assigns and legal representatives.

25. ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between OWNER and CONTRACTOR, and supersedes all prior estimates, negotiations, representations, agreements, or prior understandings either

written or oral. This contract may be amended only by written instrument signed by the OWNER and CONTRACTOR.

26. NOTICES. Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

OWNER:
Suzanne Frick City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

CONTRACTOR:
Jonathon Lunceford
Lunceford Excavation
Ketchum, Idaho 83340

27. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this Contract.

28. PREPARATION OF AGREEMENT. No presumption shall exist in favor of or against any party to this Contract as the result of the drafting and preparation of the Contract.

29. PARAGRAPH HEADINGS. The titles to the paragraphs of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Contract.

30. ATTORNEY FEES. Should any litigation be commenced between the Parties hereto concerning this Contract, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

31. THIRD-PARTY RIGHTS NOT CREATED. This Contract is not intended to and does not create any third party beneficiary rights.

32. COUNTERPARTS. 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.

33. CONTRACT DOCUMENTS. The Contract Documents as used in this Contract are:

- A. This Contract;
- B. Contractor's Bid, accepted by the Ketchum City Council on October 7, 2019;
- C. City of Ketchum's IFB for the Project

34. AUTHORIZATION. The undersigned representative of CONTRACTOR certifies that he/she is an authorized agent of CONTRACTOR and has been duly authorized to bind CONTRACTOR to the terms of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused their representatives and officials to execute this Agreement, which shall be effective as of the ____ day of _____, 2019.

CONTRACTOR:

Lunceford Excavation

By: _____

Name: Jonathon Lunceford

Title: Owner

OWNER:

CITY OF KETCHUM, a municipal corporation

By: _____

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

Attachment A – Scope of Work

The purpose of this project is the intertie between the Ketchum Springs Water System (KSW) Trail Creek line and the Municipal water system. The location of this work is the corner of Spruce Ave. and Sun Valley Road. Attachment A provides a Department of Environmental Quality approved sketch of the proposed valving and pipe work involved in the intertie project. Such work shall be conducted in accordance with City of Ketchum specifications.

Secondarily, this scope of work is to cut and cap the old KSW 8" main at approximately 647 Sun Valley Road. This is near the alley separating the Christiania and Colonnade buildings. Such work shall be conducted in accordance with City of Ketchum specifications.

The Contractor will supply all labor, parts and materials with the exception of the 8" X 10" Romac 501 coupler. This will be provided by the City.



