



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

Recommendation to approve the award of 2025 Downtown Chip Seal project to Kloefer Inc.  
Purchase Order 25082

**Reasons for Recommendation:**

- In the name of minimizing disturbance and negative impact to local community and businesses, council advised staff to pursue outsourcing the 2025 downtown chip seal initiative during the Mobility Master Plan on Dec. 16<sup>th</sup>
- Kloefer Inc submitted the low bid in our public project bid opening that ended on February 14<sup>th</sup>, 2025
- Weather permitting, Kloefer’s team plans to conduct the chip seal on Mon, Tues, Wed on the week of June 16<sup>th</sup> followed by a Fog Coat on Mon, Tues on the week of June 23<sup>rd</sup>.
- Striping will be conducted during the evenings with primarily rolling closures of parking with minimal road closures for painting centerlines.

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

**Sustainability Impact:**

No direct impact.

**Financial Impact:**

None OR Adequate funds exist in account:	Staff assessed end of year CIP commitments and determined there are sufficient funds within the CIP without effecting existing Repair/Maintenance/Preservation projects.
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**Attachments:**

- |  |
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| 1. PO 25082                                  |
| 2. Kloefer Inc – 2025 Downtown Chip Seal Bid |
| 3. 2025 Chip Seal Map                        |



# 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: 25082

<b>To:</b> 6309 KLOEPFER INC PO BOX 840 PAUL ID 83347	<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
02/25/2025	BDAVIS	BDAVIS			

Quantity	Description	Unit Price	Total
1.00	2025 DOWNTOWN CHIP SEAL 03-4193-7611	570,055.00	570,055.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		570,055.00

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

*NOTE TO BIDDER: Use BLACK or BLUE in for completing this BID FORM*

To: City of Ketchum  
Address: 191 5<sup>th</sup> Street West, Ketchum, ID 83340  
PO Box 2315, Ketchum, ID 83340  
Project Identification: 2025 DOWNTOWN CHIP SEAL

**1 BIDDER'S DECLARATION AND UNDERSTANDING**

- 1.01 Bidder accepts all the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The bid will remain subject to acceptance for 30 days after the Bid Opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Owner.
- 1.02 In compliance with the Instruction to Bidders, the BIDDER hereby proposes to perform all WORK for the 2025 DOWNTOWN CHIP SEAL in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The BID prices include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Prices shall also include all applicable taxes, overhead, profit, and fees.
- 1.03 By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
- 1.04 The BIDDER acknowledges that no special interpretation or inference of intent is to be given to any different formats of different Specifications sections.
- 1.05 In submitting this Bid, the BIDDER acknowledges and accepts the CONTRACTOR's representations as more fully set forth in the AGREEMENT.
- 1.06 The BIDDER understands that quantities listed are approximate and the OWNER reserves the right to increase or decrease individual items as may be, in his sole judgment, to his best interest depending upon conditions encountered or observed during the execution of the WORK.
- 1.07 In addition to this BID FORM, the BIDDER agrees that the following shall form part of this BID:
  - 1.07.1 BID SECURITY
  - 1.07.2 BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES
  - 1.07.3 LISTING OF SUBCONTRACTORS
- 1.08 BIDDER accepts the terms and conditions of the CONTRACT DOCUMENTS.  
The term " DOCUMENTS" means and includes the following:
  - 1.08.1 5.01 INVITATION TO BID
  - 1.08.2 5.03 BID FORM
  - 1.08.3 5.04 BID BOND

- 1.08.4 5.05 BID PROPOSAL- PRICES
- 1.08.5 5.07 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
- 1.08.6 5.08 AGREEMENT
- 1.08.7 5.09 PAYMENT BOND
- 1.08.8 5.10 PERFORMANCE BOND
- 1.08.9 5.11 CERTIFICATE OF INSURANCE
- 1.08.105.12 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
- 1.08.115.13 STANDARD FORMS

**2 CONTRACT EXECUTION AND BONDS**

- 2.01 The Bidder understands and agrees that if a contract is awarded, OWNER may elect to modify the scope of work as best serves the interests of OWNER.
- 2.02 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

**3 ADDENDA**

- 3.01 BIDDER acknowledges receipt of the following ADDENDUM No's.:  
 #1 \_\_\_\_\_, #2 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
 \_\_\_\_\_,  
 (BIDDER shall insert number of Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and BIDDER further agrees that this BID includes impacts resulting from said Addenda.

**4 BID SCHEDULES**

- 4.01 In the event of a discrepancy, the amount in words shall prevail.
- 4.02 The BIDDER hereby acknowledges that the bid prices are based solely on the BIDDER's own estimate of costs, and includes all applicable taxes, overhead, and profit.

Respectfully submitted by:

Kloepfer Inc.


(Business Name)

Corporation

(Type of Bidder: Individual, Partnership, Corporation, Joint Venture)

Idaho

(State of Incorporation)

By: John F. Kloepfer,   
(Name and Signature of Person Authorized to Sign)  
For a Joint Venture, each Joint Venture must sign

Vice President  
(Title)

**PUBLIC WORKS LICENSE NO.: 051192-Unlimited-2-4**

(Corporate Seal)

Name, telephone number, and address for receipt of official communications and for additional information on this BID:

Name: John F. Kloepfer  
Title: Vice President  
Tel. No.: (208) 438-4525  
Address: PO Box 840  
Paul, ID 83347

DATE SUBMITTED: 02/14/2025

**BID BOND**

BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

Kloepfer, Inc. as Principal, and

Western Surety Company as Surety, are hereby held and firmly bound unto the CITY OF KETCHUM as OWNER in the penal sum of Five Percent of Amount of Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 14th day of February, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF KETCHUM certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the Work associated with 2025 DOWNTOWN CHIP SEAL .

NOW, THEREFORE,

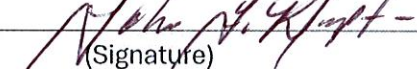
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If BID is by a corporation)

Kloepfer, Inc.

By:   
(Signature)

Attest: 

Title: Vice President

**BID BOND**

Western Surety Company

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

(Signature)

Drew Rendon, Attorney-in-Fact

Witness: \_\_\_\_\_

*Ryan Wall*  
(Signature)

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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John D Schlichte, Michael J Wade, Drew Rendon, Janis Horman, Individually**

of Midvale, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of February, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



**BID PROPOSAL- PRICES**

**1. CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 1.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 1.02 Estimated quantities are not guaranteed. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 1.03 Each item to be bid shall be completely filled in by the Contractor.

**Total Bid Price:**

**BID Package Total, All Scope:**

PRICE: \$ 570,055.00\*

written price: Five hundred seventy thousand fifty-five dollars

\*See Kloepfer Bid Sheet

**Deductive Bid Prices**

**Post Brooming**

**Deduct #1: Remove ~~Striping~~ from scope above**

PRICE: \$ 53,275.00

written price: Fifty-three thousand two hundred seventy-five dollars

**Deduct #2: Remove Protection and Lifting of Utility Lids from scope price above**

PRICE: \$ 4,815.00

written price: Four thousand eight hundred fifteen dollars

**Deduct #3: Remove Paint Striping from scope price above**

PRICE: \$ 41,610.00\*\*

written price: Forty-one thousand six hundred ten dollars

\*\*See attached Idaho Traffic Safety Bid



# BID PROPOSAL

February 14, 2025

Ready Mixed Concrete

RE: City of Ketchum - Chip Seal Bid Proposal

Asphalt Paving

Description	Quantity	Unit	Unit Price	Total Price
1. Chip Seal Warranty-	96,300	SY	\$5.00	\$481,500.00
2. Mobilization	1	LS	FIXED	\$88,555.00

**BID PACKAGE TOTAL, ALL SCOPE - \$570,055.00**

Sand & Gravel

*Deduct #1 – Remove Post Brooming from scope price above - \$53,275.00*

*Deduct #2: Remove Protection and Lifting of Utility Lids from scope price above – \$4,815.00*

Excavation

*Deduct #3: Remove Paint Striping from scope price above - \$41,610.00*

Laser & GPS Grading

**Bid Conditions**

1. Excludes: Community and Business notifications or towing of vehicles.
2. If Chip Seal Quantity is reduced, then it will be reduced to the Chip Seal Warranty SY unit price stated above.
3. Stripping Bid from Idaho traffic Safety is included.

Sitework

Sincerely,

Chip Sealing

John F. Kloepfer  
 Vice President

Rock Crushing

Material Testing

## Idaho Traffic Safety, Inc.

3400 East Sunnyside Road

Idaho Falls, ID 83406

Ph. (208) 522-4470

Fax (208) 522-6521

**Job Name: City of Ketchum - Chip Sealing of Downtown Streets**

Item Number	Description	Qty	Unit	Price/Unit	Extended
	<del>Mobilization - Traffic Control</del>	<del>1</del>	<del>LS</del>	<del>\$19,200.00</del>	<del>\$19,200.00</del>
	Mobilization - Truck Striping <b>* One Trip Only</b>	1	LS	\$3,800.00	\$3,800.00
	Mobilization - Hand Striping <b>* One Trip Only</b>	1	LS	\$8,500.00	\$8,500.00
	<del>Traffic Control - See Below</del>			<del>See Notes</del>	<del>See Notes</del>
	Truck Striping - Includes Center Line and Fog Lines <b>* Price per 4" line</b>	8,600	LF	\$0.230	\$1,978.00 <b>Add \$3,000.00</b>
	Parking Stripe - 4" Yellow	15,250	LF	\$0.390	\$5,947.50
	Bike Sharrows	28	Ea	\$43.750	\$1,225.00
	Handicap, White on Blue	18	Ea	\$59.000	\$1,062.00
	Turn Arrows	10	Ea	\$37.000	\$370.00
	Speed Bump Chevrons	2	Ea	\$96.250	\$192.50
	Ladder Style Crosswalk	59	Ea	\$192.500	\$11,357.50
	Continental Crosswalk	7	Ea	\$332.500	\$2,327.50
	Stop Bars	50	Ea	\$37.000	\$1,850.00

**Total: \$41,610.00**

**Paint**                    All paint prices are for only 1 coat

**Traffic Control:** ~~There is no bid item for traffic control. Prices for traffic control are as follows:~~

~~**Equipment:**~~

~~Signs, Candles, etc. - \$24,500.00 Lump Sum~~

~~Includes Tabs~~

~~**Labor:**~~

~~Supervisor - \$1,495.00 per operation per day~~

~~Helper - \$1,395.00 per person per day~~

~~Flagging - \$945.00 per flagger per day~~

~~\* Must keep same quantity of workers throughout the project~~

**Notes:**                    Does not include night work or public notification.  
Any questions, please call Dave Brackett at (208) 201-1907



## City of Ketchum

DATE: February 6<sup>th</sup>, 2025  
TO: Bidding Participants  
FROM: City of Ketchum, Sr PM - Ben Whipple  
SUBJECT: Addendum #1 – CHIP-SEALING of DOWNTOWN STREETS

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To whom it may concern,

On February 5<sup>th</sup>, 2025 the City held a optional pre-bid meeting to discuss any questions on the project. Throughout the day many questions came in via in person, email, and phone. All those questions and the City's response are below:

1. Q: Can you clarify the bid bond percent for this project?  
A: 5%
2. Q: Will there be space for storing/staging materials and equipment?  
A: Yes, the City will provide space for both within ~1 mile of the identified project roads.
3. Q: Will water be available from the City?  
A: Yes, water will be available to refill your water truck(s)
4. Q: Is there anywhere we can put our broomed chips and debris?  
A: The City is not supplying any location for these deposits. We suggest hauling to Ohio Gulch dump or another off-site location.
5. Q: Who should be handling the community and business notifications for closures?  
A: The City will cover these responsibilities. The contractor's obligation is that changes to closure strategies and/or schedule are communicated to the City with a 48 hour notice if possible.
6. Q: "CS2R applied at a rate of .40" is specified. Is the City open to alternate chip emulsions and rates?  
A: The City is open to discussion on using alternate emulsions if there is logical reasoning and no negative impacts. Application rates up to .43 will be accepted based on field conditions.
7. Q: The specified chip size is 1/2". Would the City consider 3/8" chip?  
A: Due to durability benefits the City will retain the requirement for 1/2" chips. Alternate chip sizes are not approved.
8. Q: What are the approved work hours for the project?  
A: The main incentive for the City to outsource all of this effort is in the name of getting it done very quickly without sacrificing quality. Work hours are unrestricted for this project and nighttime work is encouraged.



## City of Ketchum

DATE: February 13<sup>th</sup>, 2025  
TO: Bidding Participants  
FROM: City of Ketchum, Sr PM - Ben Whipple  
SUBJECT: Addendum #2 – CHIP-SEALING of DOWNTOWN STREETS

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To whom it may concern,

Questions have come up on striping quantity estimates. Below are approximate quantities but these are subject to change. No thermoplastics planned at this time:

### Striping:

**Parking Stripe 4" yellow** = 15,250 Linear ft

**Center Line Striping 4" double yellow** = 7,100 Linear ft

**Fog line 6"** = 1,500 Linear ft

### Stencils:

**Bike Sharrows** = 28 ea

**Handicap, white on blue** = 18 ea

**Turn Arrows** = 10 ea

**Speed Bump Chevrons** = 2 ea

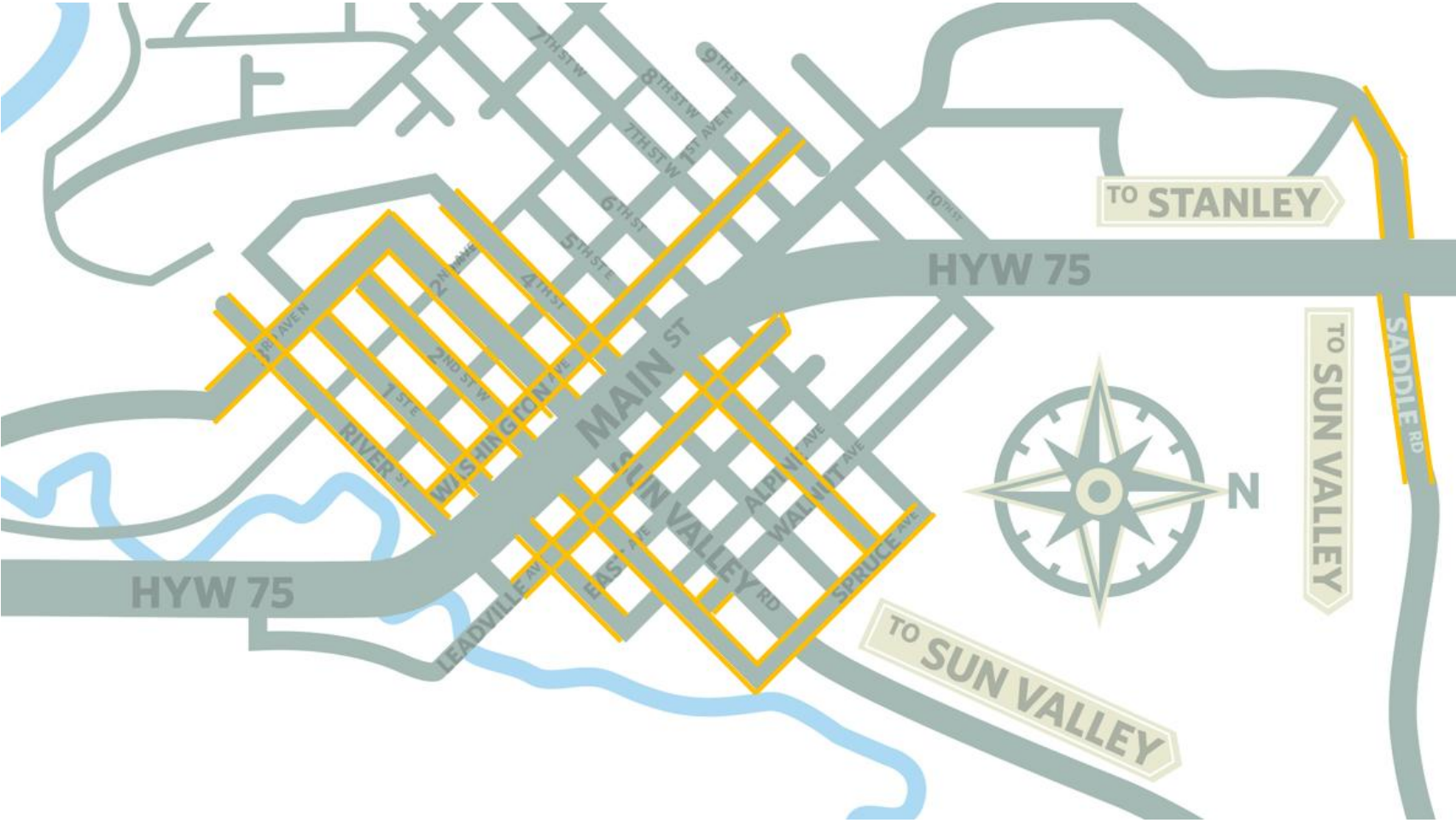
### Cross walks:

**Ladder style** = 59 ea

**Continental** = 7 ea

**Stop Bars** = 50 ea

# 2025 Chip Seal Streets Map



## Streets List

- 1<sup>st</sup> Street
- 2<sup>nd</sup> Street
- 3<sup>rd</sup> Avenue
- West 4<sup>th</sup> Street
- East 5<sup>th</sup> Street
- West Sun Valley Road
- Leadville Avenue
- Washington Avenue
- West River Street
- Spruce Street
- Walnut Avenue (1 block)
- East & West Saddle Road