



City of Ketchum

October 11, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract #22013 with Covered.

Recommendation and Summary

Staff requests Council approve Contract #22013 with Covered to provide window coverings for the new city hall.

"I move to authorize Contract #22013 for \$12,668.80 with covered."

The reasons for the recommendation are as follows:

- The city intends to occupy the new city hall on October 22, 2021
- Window coverings are necessary on the south and west sides of the building and on police department windows

Introduction and History

Staff reached out to three vendors to obtain bids for window treatments at the new city hall; covered, Legacy Window Coverings and Premier Blind and Shutter. No response was received from Premier Blind and Shutter. Estimates were received from covered and Legacy on comparable products. The local vendor, covered, provided the lowest bid which included at 20% business to business discount.

To keep costs at a minimum, staff elected to cover only the south and west facing windows, along with two north facing windows in the police area of the building. The product is a manual solar screen roller shade.

Sustainability Impact

The solar screen fabric is lead free and Greenguard Gold Certified for its environmental impact. Staff has selected a light color which provides better heat performance.

Financial Impact

This contract will be funded from the Council approved costs for the new city hall.

Attachments:

Contract #22013
covered Estimate



511N East Ave Ketchum Suite 101, ID 83340* PO Box 266 Sun Valley, ID 83353
(208) 726-9592

Budget Estimate

Submitted To/Contact Lead: Lisa Enourato				Phone: 208.726-7803		Date: 9.24.20 21	
Project Address: Ketchum City Hall, 191W. 5th St., Ketchum				Email: LEnourato@ketchumidaho.onz			
Salesperson Andrew				Notes			

	QTY.	Window	Description	Color	IMOUNT Type	Control	Price Each	Total Price
1	2	1stFLStyle A North	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$682	\$ 1,364
2	8	1stFLType-8	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$717	\$ 5,736
3	5	ind FL Type -C	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$630	\$ 3,150
4	2	2ndFLType-D	Manual Solar Screen 5% roller shade	Sierra -White Grey	Inside	Chain	\$309	\$ 618
5	4	2ndFLType-E	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$447	\$ 1,788
6	1	ind FL Type-F	Manual Solar Screens% roller shade	Sierra - White Grey	Inside	Chain	\$252	\$ 252
7	4	3rdFLType-E	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$447	\$ 1,788
8	1	3rdFLType-F	Manual Solar Screen 5% roller shade	Sierra - White Grey	Inside	Chain	\$252	\$ 252
9	1	3rdFLType-G	Manual Solar Screen 5% roller shade	Sierra -White Grey	Inside	Chain	\$579	\$ 579
10	1	3rdFLType-D	Manual Solar Screen 5% roller shade	Sierra -White Grey	Inside	Chain	\$309	\$ 309
11								\$ -
12		Note 1	Line 1 Added 2. North windows, First Floor					\$ -
13		Note 2	No Doors included on this estimate					\$ -
14		Note3	20% Business to Business Discount					\$ -
15		Note 4	Budget Estimate pending final details					\$ -
16		Notes	A final measure will be required before ordering					\$ -
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AGREEMENT #22013 BETWEEN THE CITY OF KETCHUM AND COVERED

This agreement is entered into as of the _____ day of _____, 2021 by and between the City of Ketchum, a municipal corporation (hereinafter "City"), and covered, (hereinafter referred to as "Vendor"); (hereinafter collectively referred to as "the Parties") for the purpose of providing window coverings at 191 5th Street W., Ketchum (the New City Hall).

RECITALS

WHEREAS, the City requires the services of a window treatment provider; and

WHEREAS, covered is a local Ketchum business; and

WHEREAS, covered provided the lowest bid; and

WHEREAS, the Vendor and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

DESCRIPTION OF SERVICES

Vendor will provide services to fabricate and install window coverings at the new city hall.

PAYMENT FOR SERVICES

In exchange for the services, the City shall pay Vendor a not to exceed fee of (Thirteen Thousand Dollars (\$13,000.00)).

TERMS

The work shall be performed by Vendor or Vendor team and will include measurements, materials, fabrication and installation of window coverings on all windows facing the south and west and two windows facing the north

INDEPENDENT CONTRACTOR

Vendor is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Vendor, but Vendor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Vendor.

VENDOR RESPONSIBILITIES

Vendor shall coordinate project on the effective date of this Agreement.

VENDOR INSURANCE

The City and Vendor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement

INDEMNIFICATION

Vendor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions or judgments for damages of injury to persons or property arising out of or resulting from the negligent performances or activities of Vendor, Vendor's agents, employees, or representatives under this Agreement.

NONASSIGNMENT

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

APPLICABLE LAW

Any dispute under this Agreement or related to this Agreement shall be construed in accordance with the laws of the State of Idaho.

SEVERABILITY

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

NOW THEREFORE, by executing this Agreement, each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM**VENDOR**

Neil Bradshaw, Mayor

Andrew Harris, covered

ATTEST:

Tara Fenwick, City Clerk