

**CITY OF BELLEVUE, IDAHO  
RESOLUTION NO. 2389**

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT FOR SERVICES WITH LUNCEFORD EXCAVATION, INC. FOR  
SNOW REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000**

**WHEREAS**, the City of Bellevue, Idaho ("City"), is a duly organized municipal corporation under the law of the State of Idaho, pursuant to § 50-101; and

**WHEREAS**, the City is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the City's Public Works Department is understaffed and does not have the personnel to effectively plow all City streets this winter;

**WHEREAS**, the City's primary objective during the winter storm season is to provide safe transportation and emergency vehicle access to all citizens.

**WHEREAS**, the City believes it is in the best interest of the City and its residents to enter into the Agreement for said services; and

**WHEREAS**, in order to effectively provide snow and ice response in a timely manner this winter, the City desires to enter into the Agreement with Lunceford Excavation, Inc for snow removal services.

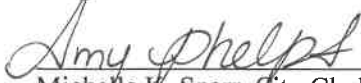
**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

- Section 1.** The Agreement for Services for snow removal services, in substantially the form presented at the September 9, 2024, regular Council meeting attached hereto as **Exhibit "A."**
- Section 2.** The Agreement for Services is adopted as a binding obligation of the City in an amount not-to-exceed \$30,000 and that changes *may* later be made to the Contract *if* Approved Changes are approved by the City's Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.
- Section 3.** The Mayor is authorized to execute the Agreement for Services for snow removal services with Lunceford Excavation in an amount not-to-exceed \$30,000.

**PASSED** by the Bellevue Common Council and signed by the Mayor this 15<sup>th</sup> day of October 2024.

  
Chris Johnson, Mayor

**ATTEST:**

  
Michelle K. Snarr, City Clerk  
Amy Phelps.

**ROLL CALL**

Council Member Carreiro  
Council Member Giordani  
Council Member Leahy  
Council Member Mahoney  
Council Member Obenauf  
Council Member Shay

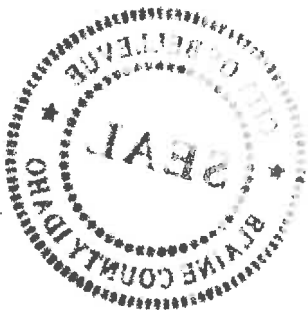
**AYE**

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**NAY**

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## **EXHIBIT "A"**

### **CONTRACT FOR SERVICES**

#### **ON-CALL SNOW PLOWING SERVICES**

This Agreement made this 15<sup>th</sup> day of October 2024, by and between City of Bellevue, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "City," and Lunceford Excavation, Inc. an Idaho Corporation, hereinafter referred to as "Contractor."

#### **SCOPE OF SERVICES**

Contractor shall provide on-call snow removal for the City, which will go into effect when three (3) inches of snow has accumulated (hereinafter "Work"). Contractor shall plow snow on City Roads according to the City's Snow Removal Plan and Map of Priority Streets as set forth in Exhibit "1A" and attached hereto and as directed by the City's Public Works Superintendent and/or Marshal.

The City shall pay Contractor for labor costs in accordance with the terms and conditions set forth as Exhibit "1B" in this Agreement. Nothing herein shall preclude City of Bellevue from removing snow using its own forces and equipment. For the purposes of this Agreement, "snow removal" means the removal of snow from a roadway using trucks, graders, sanders, dump trucks and/or loaders and other manual means (e.g., shovel, snow blowers, etc.).

#### **COSTS & EQUIPMENT RESPONSIBILITIES**

**1. COSTS PAID BY CITY OF BELLEVUE:** City of Bellevue shall pay Contractor for all labor and equipment as follows:

- A. Equipment: City of Bellevue shall pay Contractor for each piece of rented equipment that has been pre-approved by City and used by Contractor in performing snow removal at an agreed upon hourly rate.
- B. Labor: City of Bellevue shall pay Contractor for the labor performed by Contractor's employees in performing snow removal for the City as set forth in Exhibit 1B as attached hereto.

#### **GENERAL AGREEMENT**

In consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **TERM:** This Agreement shall be in full force and effect upon execution and will remain in effect through March 30, 2024.
  - 1.1 Termination for Public Convenience: The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.
2. **CONSIDERATION:** City shall pay Contractor as set out in Exhibit B, based on hourly rate for work performed as set for in the attached Exhibit 1B, but the total payment under this Agreement shall not exceed \$30,000 without prior written authorization from the City.
  - 2.1 Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.
  - 2.2 Invoices will be directed to:  
City of Bellevue  
Attention: Accounts Payable  
P.O. Box 825  
Bellevue, Idaho 83313.

Invoices may be emailed [mhunt@bellevueidaho.us](mailto:mhunt@bellevueidaho.us). If an invoice is delivered on a non-business day, the invoice shall be considered and received on the next day the City's Finance Department is open for business.

3. **CITY REPRESENTATIVE.** The Public Works Superintendent and/or Marshal for the City shall have primary responsibility for administering and approving services to be performed by the Contractor and shall coordinate all communications between the Contractor and the City.
4. **USE OF CITY EQUIPMENT.** In the event Contractor's snow removal equipment becomes damaged during routine snow removal within the City of Bellevue, Contractor may use, with the approval of the City's Public Works Superintendent or designee, any City snow removal equipment and materials necessary to complete snow removal for the current storm event. Contractor's equipment shall be restored to working condition in a timely manner and at the sole expense of the Contractor. The City shall be entitled to an equivalent offset for any payments due under Paragraph 2 for any City-owned equipment used by Contractor as set forth in Exhibit 1B less labor.
5. **STANDARD OF CARE.** Contractor will provide services with the degree of skill and diligence normally employed by Contractors performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the Work, be duly qualified and competent.
6. **INDEPENDENT CONTRACTOR:** The parties agree that Contractor is an independent contractor and in no way an employee or agent of City of Bellevue and is not entitled to workers' compensation or any benefit of employment with City. Contractor will provide its own office space and necessary support staff, equipment, and supplies.
7. **PROTECTION OF PROPERTY AND RESPONSIBILITY FOR DAMAGE.** Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the City Street Superintendent as soon as practical but within 24 hours of any incidents, accidents or damage resulting from Work under this Agreement. In the absence of negligence or willful act or default on the part of Contractor or its employees, Contractor shall not be liable or responsible in any way for any loss, damage to any property.
8. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims'), that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers.
9. **INSURANCE:** Contractor, at Contractor's own expense, shall procure and maintain in good standing, such customary and usual liability insurance and workers compensation insurance as is required to protect Contractor from claims that may arise out of result from Contractor's operations under this Agreement or for which Contractor may be legally liable. Prior to execution of this Agreement, Contractor shall provide workers compensation certificate and certificates of insurance for all copies of insurance policies required under this Agreement to be included as Exhibit "1C". All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms.
10. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in its performance under this Agreement.

11. **MERGER:** This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment, or addition to this Agreement shall be effective unless the Parties agree in a written instrument duly executed by Contractor and City.
12. **WAIVER:** The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
13. **THIRD-PARTY BENEFICIARY RIGHTS:** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person, not a party hereto unless otherwise expressly provided herein.
14. **ATTORNEY'S FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
15. **CAPTIONS AND HEADINGS:** The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein. **CONSTRUCTION:** No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
16. **VENUE AND GOVERNING LAW:** In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that the venue for any such action shall be in Blaine County, Idaho. The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Idaho.
17. **NOTICES:** Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
18. **MODIFICATION:** There shall be no modification of this Agreement unless executed in writing by the parties.

**[SIGNATURE BLOCK ON NEXT PAGE]**

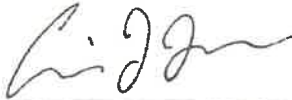
Executed and effective by the undersigned parties as the date signed. **DATED** this 15<sup>th</sup> day of October 2024.

**CONTRACTOR:**



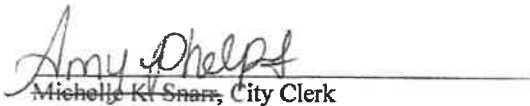
William J. Lunceford, President  
Lunceford Excavation, Inc.  
P.O. Box 739  
Ketchum, Idaho 83340-0661

**CITY OF BELLEVUE**



Chris Johnson, Mayor  
City of Bellevue, Idaho  
P.O. Box 825 | 115 E. Pone Street  
Bellevue, Idaho 83113

**ATTEST:**



Michelle K. Snarr, City Clerk

Amy Phelps

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## **EXHIBIT "1A"**

### **SNOW REMOVAL PLAN AND MAP OF PRIORTIY STREETS**

The Contractor will be available on an on-call basis. The City will determine when snowplowing is required and will notify Contractors of service need. The City will endeavor to provide two (2) hour notice to the Contractor prior to, or during, a storm event of anticipated need for snow plowing service. Lack of such notice; however, shall not be cause to fail, or delay, response to a call for service. The Contractor shall complete a Contractor Information Form by which they may be contacted 24 hours a day, 7 days per week, including weekends and holidays, with voice mail or message taking capability. The Contractor will have two (2) hours from the call for service to mobilize and arrive at the designated location within the city limits. If the City leaves a message, the Contractor shall acknowledge that message with the City contact, within 30 minutes. The Contractor must have the ability to provide 24-hour, 7 day a week service. Once called out the Contractor shall remain on site and available until released by the City.

Contractor shall perform snowplowing on assigned City residential streets as described in the City's Snow Removal Plan throughout the winter season. The City does not represent that it will utilize the Contractor's services any guaranteed number of times or hours over the course of the winter season.

The Contractor will be subject to inspection of work from City staff. The Contractor is responsible for becoming familiar with their assigned area.

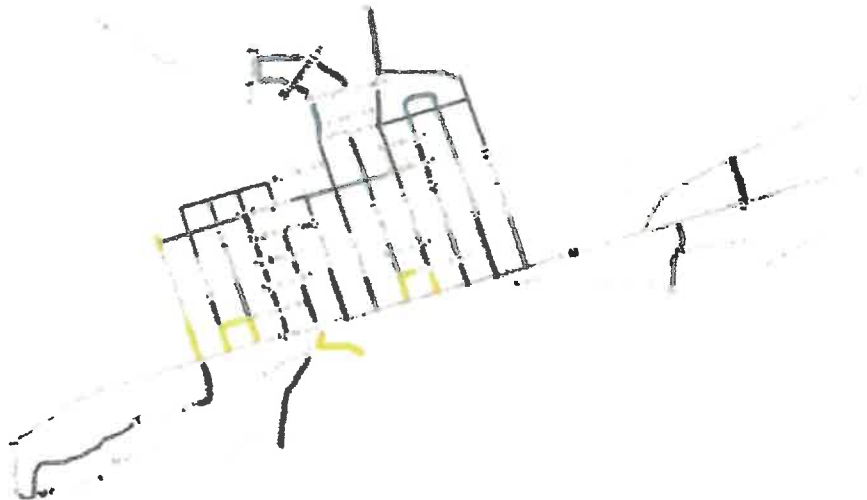
### **MAP OF PRIORTIY STREETS**

**YELLOW: PRIORITY 1**

**GREEN: PRIORITY 2**

**BLUE: PRIORITY 3**

**RED: PRIORITY 4**



**\*NOTE: State Highway 75 travel lanes are maintained throughout a storm by the Idaho Transportation Department**

**EXHBIT "1B"**

**COMPENSATION**

The City of Bellevue will pay the Contractor for labor and use of equipment based on the following Schedule of Rates:

| DESCRIPTION                                       | RATE     | QUANTITY | LINE TOTAL |
|---|----------|----------|------------|
| Snow Removal – Rates Per Hour                     | \$0.00   | 1        | \$0.00     |
| 772 GP Deere Motor Grader   Snow Removal          | \$185.00 | 1        | \$185.00   |
| Deere 544J   Snow Removal                         | \$170.00 | 1        | \$170.00   |
| Toolcat 5600   Snow Removal                       | \$145.00 | 1        | \$145.00   |
| LABOR   Snow Removal – Shovel                     | \$70.00  | 1        | \$70.00    |
| Trucking   Snow Hauling                           | \$125.00 | 1        | \$125.00   |
|   |          |          |            |
| All Insurance and Fuel included in Per Hour Rates | \$0.00   | 1        | \$0.00     |

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**EXHIBIT "1C"**

**CERTIFICATE OF LIABILITY INSURANCE  
AND  
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

*Attached*

Federated will send to you.

## CONTRACTOR INFORMATION FORM

This information sheet is intended to provide a single sheet source for routine and emergency communication with the Contractor and City.

The Contractor shall complete all applicable sections:

**Name:** Lunceford Excavation  
(Firm Name)

**Address:** 767 S. Main St / PO Box 4116  
(Street Address and/or P.O. Box)

Bellevue, Id. 83313  
(City, State and Zip Code)

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** alabama626@gmail.com

**Telephone/Cell Phone/Emergency Numbers:**

**Daytime (Monday through Friday:**

Contact Person: Jonathan Lunceford  
Cell Number: 208-720-1655

**Weekends and Nights:**

Contact Person: Jonathan Lunceford  
Cell Number: 208-720-1655

**Emergency Contact:**

Contact Person: Raige Lethbridge  
Cell Number: 208-720-4990



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE  
(A/C, No, Ext): 888-333-4949FAX  
(A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
LUNCEFORD EXCAVATION INC  
PO BOX 739  
KETCHUM, ID 83340-0739

398-078-6

## COVERAGES

CERTIFICATE NUMBER: 112

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   |                              | ADDL INSR                           | SUBR WVD    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |                                     |   |                          |                   |             |
|----------|---|------------------------------|-------------------------------------|-------------|---------------|-------------------------|-------------------------|-------------------------------------|-------------------------------------|---|--------------------------|-------------------|-------------|
| B        | <input checked="" type="checkbox"/>   | COMMERCIAL GENERAL LIABILITY | N                                   | N           | 9912097       | 02/16/2024              | 02/16/2025              | EACH OCCURRENCE                     | \$1,000,000                         |   |                          |                   |             |
|          | <input type="checkbox"/>  | CLAIMS-MADE                  |                                     |             |               |                         |                         | <input checked="" type="checkbox"/> | OCCUR                               | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000                |                   |             |
|          | <input type="checkbox"/>  |                              |                                     |             |               |                         |                         | MED EXP (Any one person)            | EXCLUDED                            |   |                          |                   |             |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                              |                                     |             |               |                         |                         | PERSONAL & ADV INJURY               | \$1,000,000                         |   |                          |                   |             |
|          | <input checked="" type="checkbox"/>   | POLICY                       |                                     |             |               |                         |                         | <input type="checkbox"/>            | PRO-JECT                            | <input type="checkbox"/>                  | LOC                      | GENERAL AGGREGATE | \$2,000,000 |
|          | <input type="checkbox"/>  | OTHER:                       |                                     |             |               |                         |                         | PRODUCTS & COMP/OP AGG              | \$2,000,000                         |   |                          |                   |             |
|          |   |                              |                                     |             |               |                         |                         |                                     |                                     |   |                          |                   |             |
| B        | AUTOMOBILE LIABILITY  |                              | N                                   | N           | 9912097       | 02/16/2024              | 02/16/2025              | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000                         |   |                          |                   |             |
|          | <input checked="" type="checkbox"/>   | ANY AUTO                     |                                     |             |               |                         |                         | BODILY INJURY (Per Person)          |                                     |   |                          |                   |             |
|          | <input type="checkbox"/>  | OWNED AUTOS ONLY             |                                     |             |               |                         |                         | <input type="checkbox"/>            | SCHEDULED AUTOS                     | BODILY INJURY (Per Accident)              |                          |                   |             |
|          | <input type="checkbox"/>  | HIRED AUTOS ONLY             |                                     |             |               |                         |                         | <input type="checkbox"/>            | NON-OWNED AUTOS ONLY                | PROPERTY DAMAGE (Per Accident)            |                          |                   |             |
|          | <input type="checkbox"/>  |                              |                                     |             |               |                         |                         | <input type="checkbox"/>            |                                     |   |                          |                   |             |
| B        | <input checked="" type="checkbox"/>   | UMBRELLA LIAB                | <input checked="" type="checkbox"/> | OCCUR       | N             | N                       | 9912099                 | 02/16/2024                          | 02/16/2025                          | EACH OCCURRENCE                           | \$2,000,000              |                   |             |
|          | <input type="checkbox"/>  | EXCESS LIAB                  | <input type="checkbox"/>            | CLAIMS-MADE |               |                         |                         |                                     |                                     | AGGREGATE                                 | \$2,000,000              |                   |             |
|          | <input type="checkbox"/>  | DED                          | <input type="checkbox"/>            | RETENTION   |               |                         |                         |                                     |                                     |   |                          |                   |             |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                              | Y/N                                 | N/A         | N             | 9912098                 | 02/16/2024              | 02/16/2025                          | <input checked="" type="checkbox"/> | PER STATUTE                               | <input type="checkbox"/> | OTHER             |             |
|          |   |                              | E.L EACH ACCIDENT                   |             |               |                         |                         |                                     | \$500,000                           |   |                          |                   |             |
|          |   |                              | E.L DISEASE - EA EMPLOYEE           |             |               |                         |                         |                                     | \$500,000                           |   |                          |                   |             |
|          |   |                              | E.L DISEASE - POLICY LIMIT          |             |               |                         |                         |                                     | \$500,000                           |   |                          |                   |             |
|          |   |                              |                                     |             |               |                         |                         |                                     |                                     |   |                          |                   |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

398-078-6  
CITY OF BELLEVUE  
PO BOX 825  
BELLEVUE, ID 83313-0825

112 0

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED  
BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

