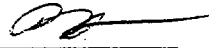


**AGENDA ITEM SUMMARY**

**DATE:** 5/7/12 **DEPARTMENT:** PW - WW **DEPT. HEAD SIGNATURE:** 

**SUBJECT:** Contract with Sawtooth Construction Inc. for the installation of manholes and sewer main and the replacement of the Hiawatha Canal Culvert under Fox Acres Rd.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

A part of the Woodside Blvd project involves planning for the future wastewater system needs. With the construction of the roundabout at Fox Acres Rd and Woodside Blvd the need for the start of an alternative sewer main route, bypassing the Woodside Blvd sewer main, is recommended to accommodate future higher flows. In addition, the replacement of the Hiawatha Canal culvert under Fox Acres Rd will be a part of this work. As the sewer main work would require replacement of a majority of the culvert it is recommended that the entire culvert be replaced and an extension be added to the north side to improve safety at the bike path.

Bids were requested from three local companies and two companies responded. The low bid is \$66,314.15 from Sawtooth Construction Inc. A second bid was received from S. Erwin Excavation for \$88,138.24.

A proposed contract is attached.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Comments:

This project will be funded from the Wastewater User fund.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the contract with Sawtooth Construction Inc. for the installation of sewer main, manholes and culvert replacement at Fox Acres Rd and authorize the mayor to sign.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**ISPWC**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Hailey (hereinafter called OWNER) and

Sawtooth Construction Inc.  
(hereinafter called CONTRACTOR).

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

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The work including installation of manholes and PVC sewer pipe, removal of existing corrugated steel culvert and installation of new UltraFlo corrugated steel culvert for the City of Hailey Fox Acres Roundabout Sewer Stubout Project.**

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF HAILEY  
FOX ACRES ROUNDABOUT SEWER STUBOUT PROJECT  
FOX ACRES ROAD & WOODSIDE BLVD

**ARTICLE 3 - ENGINEER**

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Start of Construction, Substantial Completion and Final Payment*

A. The Work may not begin prior to June 11, 2012, will be substantially completed on or before June 25, 2012, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 30, 2012.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. A. For all Work other than Unit Price Work, a Lump Sum of:

Sixty-six thousand three hundred fourteen and 15/100 Dollars (\$ 66,314.15 )  
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial

Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond;
3. Payment Bond;
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Standard Specifications and Standard Drawings – City of Hailey (not attached);
6. Addenda (numbers N/A to \_\_\_\_\_, inclusive);
7. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR's Bid;
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

**ARTICLE 10 - MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Hailey \_\_\_\_\_

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Thomas Hellen \_\_\_\_\_

Title: City Engineer \_\_\_\_\_

Address: 115 Main St S \_\_\_\_\_

Hailey, ID 83333 \_\_\_\_\_

Phone: 788-4221 \_\_\_\_\_

Facsimile: 788-2924 \_\_\_\_\_

CONTRACTOR:

Sawtooth Construction, Inc. \_\_\_\_\_

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_



**AGENDA ITEM SUMMARY**

**DATE:** 5/7/12 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:** 2012 Chip Seal Oil Supply Agreement with Idaho Asphalt Supply, Inc. piggybacking on the bidding conducted by Blaine County Road & Bridge for up to 80 tons of CRS-2R oil.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Blaine County received bids on March 20, 2012 for the supplying of CRS-2R oil for chip seal. Idaho Asphalt Supply Inc. was the low bidder to Blaine County and have agreed to extend the bid price of \$623.50/ton to the City of Hailey. The \$623.50 is a combined cost of \$579/ton for the oil, \$24.50 for freight and \$20/ton for distribution on the streets.

The estimated total cost is \$49,880 although the actual cost is based on the actual tons of oil used during the chip seal work. We will still need to bid the aggregate supply which has an estimated cost of \$4,000. A listing and a map of the streets to be chip sealed is attached. Following chip seal we will also be fog sealing the streets that were chip sealed along with other streets in the city which need an oil coating but don't require a chip seal.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

Budget Line Item # 40-41403 YTD Line Item Balance \$ \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**Comments:**

\$84,000 is budgeted for Street Maintenance/Chip Seal. The expenditure of an estimated \$54,000 for chip seal will leave \$30,000 for fog seal. Fog seal is estimated to be \$15,000 – 20,000 leaving a surplus in this budget item.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the agreement with Idaho Asphalt Supply Inc. for the provision of CRS-2R oil for chip seal and authorize the mayor to sign.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

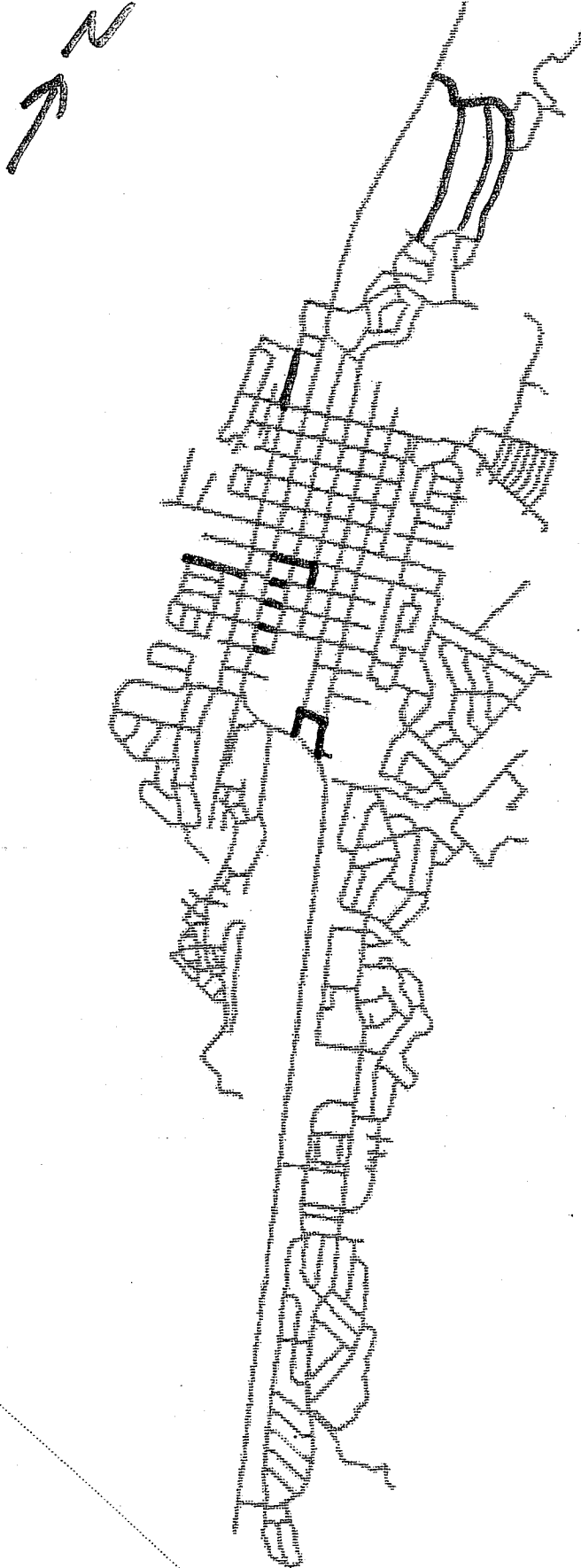
**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

## 2012 Chip Seal

| ID   | Road Name      | From Address     | To Address     | Area (yd <sup>2</sup> ) | RSL | Budgeted Treatment | Cost       | Budgeted Year |
|------|----------------|------------------|----------------|-------------------------|-----|--------------------|------------|---------------|
| 1914 | E Chestnut St  | W Chestnut St    | S 1st Ave      | 1,291                   | 10  | 2012 CHIP SEAL     | \$1,419.73 | YEAR 1        |
| 1921 | E Croy St      | S 1st Ave        | S 2nd Ave      | 2,847                   | 10  | 2012 CHIP SEAL     | \$3,131.33 | YEAR 1        |
| 1920 | E Croy St      | W Croy St        | S 1st Ave      | 2,839                   | 10  | 2012 CHIP SEAL     | \$3,122.78 | YEAR 1        |
| 1928 | E Elm St       | W Elm St         | S 1st Ave      | 1,294                   | 10  | 2012 CHIP SEAL     | \$1,423.64 | YEAR 1        |
| 1959 | E Pine St      | W Pine St        | S 1st Ave      | 2,427                   | 10  | 2012 CHIP SEAL     | \$2,669.33 | YEAR 1        |
| 1977 | E Walnut St    | W Walnut St      | S 1st Ave      | 2,033                   | 10  | 2012 CHIP SEAL     | \$2,236.67 | YEAR 1        |
| 2058 | Heroic Rd      | Kintail Dr       | Bluff Dr       | 4,315                   | 8   | 2012 CHIP SEAL     | \$4,746.13 | YEAR 1        |
| 2057 | Heroic Rd      | West Meadow Dr   | Kintail Dr     | 1,675                   | 10  | 2012 CHIP SEAL     | \$1,842.13 | YEAR 1        |
| 2134 | N 2nd Ave      | Cranbrook Rd     | West Meadow Dr | 6,643                   | 6   | 2012 CHIP SEAL     | \$7,306.93 | YEAR 1        |
| 2159 | N River St     | Empty Saddle Trl | W Myrtle St    | 4,181                   | 8   | 2012 CHIP SEAL     | \$4,599.47 | YEAR 1        |
| 2165 | Northridge Dr  | West Meadow Dr   | Bluff Dr       | 6,056                   | 6   | 2012 CHIP SEAL     | \$6,661.60 | YEAR 1        |
| 2206 | S 2nd Ave      | E Bullion St     | E Croy St      | 2,112                   | 8   | 2012 CHIP SEAL     | \$2,323.20 | YEAR 1        |
| 2207 | S 2nd Ave      | E Croy St        | E Walnut St    | 2,155                   | 6   | 2012 CHIP SEAL     | \$2,370.13 | YEAR 1        |
| 2216 | S 3rd Ave      | E Cedar St       | END            | 1,152                   | 6   | 2012 CHIP SEAL     | \$1,267.20 | YEAR 1        |
| 2224 | S 4th Ave      | E Cedar St       | END            | 1,784                   | 8   | 2012 CHIP SEAL     | \$1,962.40 | YEAR 1        |
| 2315 | W Walnut St    | S River St       | Willow St      | 997                     | 16  | 2012 CHIP SEAL     | \$1,097.07 | YEAR 1        |
| 2316 | W Walnut St    | Willow St        | Aspen Dr       | 1,717                   | 6   | 2012 CHIP SEAL     | \$1,889.07 | YEAR 1        |
| 2326 | West Meadow Dr | Heroic Rd        | Northridge Dr  | 859                     | 6   | 2012 CHIP SEAL     | \$944.53   | YEAR 1        |
| 2328 | West Meadow Dr | N 2nd Ave        | END            | 1,792                   | 8   | 2012 CHIP SEAL     | \$1,971.20 | YEAR 1        |
| 2327 | West Meadow Dr | Northridge Dr    | N 2nd Ave      | 1,403                   | 6   | 2012 CHIP SEAL     | \$1,542.93 | YEAR 1        |
|      |                |                  |                |                         |     |                    | Year 1     | \$54,527.48   |





# Idaho Asphalt Supply, Inc. Peak Asphalt, LLC



ASPHALTS



ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941  
Phone: (208) 785-1797      Fax: (208) 785-1818

**TO:** HAILEY, CITY OF  
ATTN: Kelly Schwarz  
115 SOUTH MAIN ST  
Hailey, ID 83333  
Phone: (208) 788-2284      Fax:

**RE:** Year 2012 Road Oil

**BID DATE:** March 20, 2012

| Product  | TONS  | Price/Ton Tax<br>Excluded                                 | Effective<br>Thru | Freight | FOB       |
|--|-------|---|-------------------|---------|-----------|
| CRS-2R   | 80.00 | \$579.00  | 10/31/2012        | \$24.50 | Blackfoot |
| DISTRIBUTOR SERVICE<br>\$1,000.00 Minimum Charge |       | \$20.00/TON OR<br>\$175.00/HOUR<br>(WHICHEVER IS GREATER) |                   |         |           |

**Contract Special Provisions:**

Pricing "piggybacks" awarded Blaine Co. letting of March 20, 2012 and will remain firm for the 2012 season. Payment terms are NET 15th; payment is due the fifteenth of the month following delivery.

1> All Product Will Conform to Idaho Transportation Department specifications.  
 2> Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC reserves the right to ship from any supply facility on a freight equalized basis.  
 3> This price quotation is made expressly subject to the Terms and Conditions of the Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC standard purchase agreement.  
 4> Freight will be billed separately by a common carrier.  
 5> Freight is subject to a fuel surcharge at time of delivery.  
 6> The above prices on the above quantities are valid for 5 (five) days from the date of the quotation and if accepted within the stated period will remain effective thru the 2012 season.

**Miscellaneous incidental charges are as follow:**  
 All prices based on a 30-ton minimum. Full freight charges to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for anti-strip or diluted materials. Unloading time: 3.00 hours free then \$80.00 per hour thereafter. Overnight holdover: \$350.00 per night. Restocking fee for returned product: \$250.00, Equipment charge for job-site pump-off, flat fee per occurrence (no polymer modified asphalts) \$100.00.

Thank you for giving us the opportunity to prepare this bid.

Adam Ackerman  
Idaho Asphalt Supply, Inc

Accepted By: \_\_\_\_\_ Firm: HAILEY, CITY OF Date: \_\_\_\_\_



# IDAHO ASPHALT SUPPLY, INC.

ASPHALTS \* ROAD OILS  
P.O. Box 941 Blackfoot, Idaho 83221

Phone: (208) 785-1797 Fax: (208) 785-1818



**TO: COMMISSIONERS OF BLAINE COUNTY**

**RE: YEAR 2012 EMULSIFIED ASPHALT CEMENT**

**BID DATE: March 20, 2012**

| Product  | Quantity | Price  | FOB<br>Tax Not Included |
|--|----------|--|-------------------------|
| CRS-2R   | 360 TONS | \$623.50/TON   | JOBSITE                 |
| DISTRIBUTOR SERVICE<br>\$1,000.00 Minimum Charge |          | \$20.00/TON OR<br>\$175.00/HOUR<br><small>(WHICHEVER IS GREATER)</small> |                         |

Idaho Asphalt Supply, Inc. reserves the right to ship from any supply facility on a freight equalized basis. **The price quoted above includes the spreading rate of \$20.00/Ton and a freight rate of \$24.50/ton subject to a fuel surcharge at time of delivery.** A surcharge schedule is attached. Freight and distributor services will be billed by our subsidiary company, Johnny B. Transport.

All products will conform to Blaine County Published and Idaho Transportation Department Specifications.


The above price on the above quantity is valid for 5 days from the date of this quotation, and if accepted within the stated period, will remain firm for the 2012 season.

**Miscellaneous incidental charges are as follow:**

All prices based on a 30-ton minimum. Full freight charges to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for altered or diluted materials. Unloading time: 3 hours free then \$80.00 per hour thereafter. Overnight holdover: \$350.00 per night. Restocking fee for returned product: \$250.00.

Please refer to the attached document for further explanation of charges, invoicing and other important information.

Thank you for giving us the opportunity to prepare this bid.

  
Adam Ackerman  
Regional Account Manager  
Idaho Asphalt Supply, Inc.



# IDAHO ASPHALT SUPPLY, INC.

ASPHALTS \* ROAD OILS  
P.O. Box 50538 Idaho Falls, Idaho 83405-0538  
Phone: (208) 524-5871 Fax: (208) 524-1923



March 20, 2012

COMMISSIONERS OF BLAINE COUNTY  
206 First Avenue South  
Hailey, ID 83333

RE: Attachment to the "Furnishing and delivery of Asphalt Emulsion" bid.

- All quotes will remain firm for the 2012 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, \$80.00/hour thereafter.
- Overnight holdover: \$350.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: \$250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: \$20.00/ton or \$175.00/hour whichever is greater. \$1,000.00 Minimum Charge.
- Small distributor spreading charge: \$150.00/hour portal to portal. \$1,000.00 Minimum Charge.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds \$2.65/gal. A schedule is attached.
- Blaine County will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsion), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" the awarded prices to other state entities at its sole discretion based on asphalt availability and the provisions in accordance with Idaho Code.

Sincerely,

Adam Ackerman  
Regional Account Manager  
IDAHO ASPHALT SUPPLY, INC.

**Johnny B. Transport**  
**Fuel Surcharge Schedule**  
**&**  
**e.i.a. Weekly Retail On-Highway Diesel Prices**

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

| Rocky Mountain Area |         | Rate Schedule Basis (\$/Gallon) |             |
|---------------------|---------|---------------------------------|-------------|
| Week                | Rate    | Fuel<br>\$/Gallon               | Surcharge % |
| 4/4/2011            | \$4.017 | \$ 2.70                         | 0.575%      |
| 5/2/2011            | \$4.156 | \$ 2.75                         | 1.150%      |
| 6/6/2011            | \$4.015 | \$ 2.80                         | 1.725%      |
| 7/4/2011            | \$3.851 | \$ 2.85                         | 2.300%      |
| 8/1/2011            | \$3.855 | \$ 2.90                         | 2.875%      |
| 9/5/2011            | \$3.890 | \$ 2.95                         | 3.450%      |
| 10/3/2011           | \$3.846 | \$ 3.00                         | 4.025%      |
| 11/7/2011           | \$3.978 | \$ 3.05                         | 4.600%      |
| 12/5/2011           | \$4.035 | \$ 3.10                         | 5.175%      |
| 1/2/2012            | \$3.836 | \$ 3.15                         | 5.750%      |
| 1/9/2012            | \$3.843 | \$ 3.20                         | 6.325%      |
| 1/16/2012           | \$3.823 | \$ 3.25                         | 6.900%      |
| 1/23/2012           | \$3.817 | \$ 3.30                         | 7.475%      |
| 1/30/2012           | \$3.816 | \$ 3.35                         | 8.050%      |
| 2/6/2012            | \$3.817 | \$ 3.40                         | 8.625%      |
| 2/13/2012           | \$3.841 | \$ 3.45                         | 9.200%      |
| 2/20/2012           | \$3.857 | \$ 3.50                         | 9.775%      |
| 2/27/2012           | \$3.919 | \$ 3.55                         | 10.350%     |
| 3/5/2012            | \$3.986 | \$ 3.60                         | 10.925%     |
| 3/12/2012           | \$4.069 | \$ 3.65                         | 11.500%     |
| 3/19/2012           | \$4.119 | \$ 3.70                         | 12.075%     |
| 3/26/2012           | \$4.136 | \$ 3.75                         | 12.650%     |
| 4/2/2012            | \$4.125 | \$ 3.80                         | 13.225%     |
| 4/9/2012            | \$4.129 | \$ 3.85                         | 13.800%     |
|                     |         | \$ 3.90                         | 14.375%     |
|                     |         | \$ 3.95                         | 14.950%     |
|                     |         | \$ 4.00                         | 15.525%     |
|                     |         | \$ 4.05                         | 16.100%     |
|                     |         | \$ 4.10                         | 16.675%     |
|                     |         | \$ 4.15                         | 17.250%     |
|                     |         | \$ 4.20                         | 17.825%     |
|                     |         | \$ 4.25                         | 18.400%     |
|                     |         | \$ 4.30                         | 18.975%     |
|                     |         | \$ 4.35                         | 19.550%     |
|                     |         | \$ 4.40                         | 20.125%     |
|                     |         | \$ 4.45                         | 20.700%     |
|                     |         | \$ 4.50                         | 21.275%     |
|                     |         | \$ 4.55                         | 21.850%     |
|                     |         | \$ 4.60                         | 22.425%     |
|                     |         | \$ 4.65                         | 23.000%     |
|                     |         | \$ 4.70                         | 23.575%     |
|                     |         | \$ 4.75                         | 24.150%     |
|                     |         | \$ 4.80                         | 24.725%     |
|                     |         | \$ 4.85                         | 25.300%     |
|                     |         | \$ 4.90                         | 25.875%     |
|                     |         | \$ 4.95                         | 26.450%     |
|                     |         | \$ 5.00                         | 27.025%     |



**AGENDA ITEM SUMMARY**

DATE: 5/07/2012

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

Request for Change (Woodside Boulevard)

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Knife River has proposed an engineering proposal which would pulverize the existing asphalt and base material on Woodside Boulevard. This alternative was discussed at a prior council meeting. At that meeting, the Council expressed a desire to ensure that all standards are met. Civil Science has suggested that we treat the proposal as a request for change. At the time of this summary, Hailey was waiting for a revised RFC. The attached RFC shows a savings to Hailey of \$44,602.40. Civil Science believes the ultimate savings may be greater. We are waiting for a written approval of the design by JUB, Steve Butler and Federal Highways.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to approve the Request for Change subject to approval from JUB, Steve Butler and Federal Highways.

**ACTION OF THE CITY COUNCIL:**

Date : \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

# REQUEST FOR CHANGE (RFC)



|   |                     |                            |
|---|---------------------|----------------------------|
| Project: TDGII-C007, DTFH61-11-G-00001<br>Woodside Boulevard Reconstruction   | Key #:              | Date: 5-2-2012<br>RFC #: 1 |
| Change Requested by: Rob Cunningham   |                     |                            |
| Company/Position: Knife River/ Project Manager  |                     |                            |
| Description of Proposed Change: To pulverize the existing asphalt and base material and use this material in a 50/50 blend with Item 802.4.1.A.2, 2" Crushed aggregate for the Subbase section of the roadway. This is being presented as a Value Engineering Proposal to split the savings between Knife River and the City of Hailey. |                     |                            |
| See attached letter for process of utilizing existing material <span style="float: right; margin-right: 50px;"><i>3 pages including this</i></span>   |                     |                            |
| Reason for Change: To utilize existing material for the recycling and cost savings to the City of Hailey  |                     |                            |
| Benefit to Taxpayer (Dollars, Time, Quality, Other) (attach supporting documentation to justify):<br>Significant savings to the City of Hailey, saving of time that residents will be impacted by construction.   |                     |                            |
| Benefit to Contractor (Dollars, Time, Quality, Other) (attach supporting documentation to justify):<br>Savings in less excavation, excavation haul off, importing of 2" crushed aggregate subbase course  |                     |                            |
| Proposed Net Change to Contract Cost (attach worksheet, if needed, to justify):<br><br>See attached breakdown of costs  |                     |                            |
| Proposed Change to Contract Time (attach worksheet, if needed, to justify):   |                     |                            |
| Contractor's Signature:   | Date: <i>5-3-12</i> |                            |
| Date Received by Engineer:  |                     |                            |
| Result of Engineer Review:<br><input type="checkbox"/> RFC Approved (Proceed with ITD 02317, Record of Change Order Authorization)<br><input type="checkbox"/> RFC Denied for the following reason:   |                     |                            |
| Engineer's Signature:   | Date:               |                            |

Southern Idaho Division  
5450 W Gowen Road  
Boise, ID 83709  
(208) 362-6152  
(208) 362-6199 FAX

May 3, 2012

Deven Elison  
Civil Science Inc  
450 Falls Ave, Suite 100  
Twin Falls ID, 83301

RE: Woodside Boulevard Reconstruction – Federal Aid Project No TDGII-C-07; DTFH61-11-G-00001

Subj.: RFC #1 Methodology

Dear Mr. Elison:

Knife River would like to present the following value engineering proposal for your consideration. Knife River proposes to use an in place pulverizing machine to pulverize the existing asphalt and base material in Woodside Boulevard and blend the material at a 50/50 ratio with 802.4.1.A.2 Crushed Aggregate for Base 2 inch Type 2 to use as the subbase section of the roadway.

The method of how this would take place is as follows:

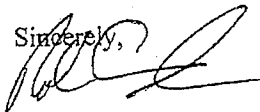
1. Place the 2" crushed on the existing asphalt in the area to be pulverized, in a windrow and knocked down.
2. Pulverize the 2", existing AC and base in place. This would blend the all the products into a homogenous material.
3. Blade and compact the material in place for traffic to run on.

The above items would be a project wide basis.

4. Roll the pulverized material to one side of the road.
5. Excavate to subgrade in this area.
6. Roll all of the material to the excavated side.
7. Excavate the other side of the road to subgrade.
8. Roll the ½ of the material back to excavated area.
9. Compact and finish for placement of ¾ base.

These items would be done in the respective segment.

Sincerely,



Rob Cunningham

Knife River  
 5450 West Gowen Road  
 Boise ID, 83709

Woodside Boulevard Reconstruction – Federal Aid Project No TDGII-C-07; DTFH61-11-G-00001

Deductive Change Order with a 50/50 split in savings between Knife River and the City of Hailey to pulverize the top 7-8 inches and use a portion of the material supplemented with a 50/50 blend of 2" Crushed aggregate base course to construct the subbase course for Woodside Boulevard

Bid Items to be deleted from Main Contract

|             |  |          |               |                 |
|-------------|--|----------|---------------|-----------------|
| 201.4.1.D.1 | Removal of Bituminous Surface                                    | SY 60144 | \$ 1.30       | \$ (78,187.20)  |
| 202.4.1.A.1 | Excavation & Embankment  | LS 1     | \$238,000.00  | \$ (238,000.00) |
| 802.4.1.A.2 | Crushed Aggregate for Base 2-inch_Type II                        | CY 10400 | \$ 21.00      | \$ (218,400.00) |
|             |  |          |               | \$ (534,587.20) |
|             | Change Order Items to be Added                                   |          |               |                 |
| 201.4.1.D.1 | Remove Bituminous Material (Approaches, side streets)            | SY 21708 |               |                 |
| CO1A        | Labor  |          | \$ 0.63       |                 |
|             | Equipment  |          | \$ 0.67       |                 |
|             | Material   |          |               |                 |
|             | <b>Total for Item</b>  | SY 21708 | \$ 1.30       | \$ 28,220.40    |
| 202.4.1.A.1 | Excavation & Embankment (Balance of Excavation & Sidewalk Grade) | LS 1     |               |                 |
| CO1B        | Labor  |          | \$ 105,370.90 |                 |
|             | Equipment  |          | \$ 110,449.10 |                 |
|             | Material   |          |               |                 |
|             | <b>Total For Item</b>  | LS 1     | \$ 215,820.00 | \$ 215,820.00   |
| CO1C        | Pulverize Roadway  | SY 38435 |               |                 |
|             | Labor  |          | \$ 0.18       |                 |
|             | Equipment  |          | \$ 0.22       |                 |
|             | Subcontract  |          | \$ 0.80       |                 |
|             | <b>Total for Item</b>  | SY 38435 | \$ 1.20       | \$ 46,122.00    |
| CO1D        | Roll Pulverized Material from lane to lane                       | CY 5200  |               |                 |
|             | Labor  |          | \$ 4.02       |                 |
|             | Equipment  |          | \$ 4.83       |                 |
|             | Subcontract  |          |               |                 |
|             | <b>Total for Item</b>  | CY 5200  | \$ 8.85       | \$ 46,020.00    |
| 802.4.1.A.2 | Crushed Aggregate for Base 2-inch_Type II (to Balance site)      | CY 5200  |               |                 |
| CO1E        | Labor  |          | \$ 8.65       |                 |
|             | Equipment  |          | \$ 6.52       |                 |
|             | Materials  |          | \$ 5.83       |                 |
|             | <b>Total for Item</b>  | CY 5200  | \$ 21.00      | \$ 109,200.00   |
|             |  |          |               | \$ 445,382.40   |
|             | Total Savings to Project   |          |               | \$ 89,204.80    |
|             | 50/50 Split between KRC and City of Hailey                       |          |               | \$ 44,602.40    |