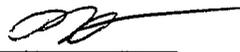


**AGENDA ITEM SUMMARY**

DATE: 8/20/12 DEPARTMENT: PW – Streets/Capital DEPT. HEAD SIGNATURE: 

**SUBJECT:** Contract for Sidewalk Construction on Bullion St

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The sidewalk along Bullion St west of Main St (New Luke's Pharmacy location) has been identified as in disrepair and requiring replacement. In addition to the damaged nature of this sidewalk its current design does not allow for snow removal by city crews with the current ADA access ramps. The new design will assist with snow removal as well as provide better ADA access to the business.

The new business has an October 1, 2012 opening planned. The contractor has stated that beginning after Labor Day the project can be completed before that date.

**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:

**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"/> _____              |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____              |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | <input type="checkbox"/> _____              |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve a contract with S. Erwin Excavation, Inc. for an estimated cost of \$31,061.50 and authorize the Mayor/Council President to sign. w/ Resolution 2012-59

**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)

**CITY OF HAILEY  
RESOLUTION NO. 2012-59**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH S.  
ERWIN EXCAVATION, FOR REMOVAL OF EXISTING SIDEWALK, REPLACE  
WITH NEW CONCRETE, CURB AND GUTTER ALONG NORTH SIDE OF 101 MAIN  
STREET SOUTH**

WHEREAS, the City of Hailey desires to enter into an agreement with S. Erwin Excavation under which S. Erwin Excavation will perform and be responsible for Removal Of Existing Sidewalk, Replace With New Concrete, Curb And Gutter Along North Side Of 101 Main Street South for the City of Hailey.

WHEREAS, the City of Hailey and S. Erwin Excavation have agreed to the terms and conditions of the Standard Form of Agreement between owner and contractor on the basis of a stipulated price, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Standard Form Of Agreement between the City of Hailey and S. Erwin Excavation and that the Mayor is authorized to execute the attached Agreement,

Passed this 20th day of August 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**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

S. Erwin Excavation, 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 removal of existing concrete sidewalk and other infrastructure and the installation of new concrete curb & gutter, sidewalk and additional infrastructure as shown on the project plans for the right-of-way along the north side of 101 Main St South.**

**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  
Bullion Street Sidewalk Replacement Project  
Hailey, Idaho**

**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 Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 25, 2012, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 10, 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 \$250.00 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 \$250.00 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 paragraph 5.01.A below:

A. 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 times the estimated quantity of that item as indicated in this paragraph 5.01.A:

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	Estimated	Total
				<u>Unit Price</u>	<u>Estimated Cost</u>
1.	Stripping & Grubbing – Asphalt	SY	71	<u>\$10.00</u>	\$ <u>710.00</u>
2.	Stripping & Grubbing – Concrete	SY	127	<u>\$10.00</u>	\$ <u>1,270.00</u>
3.	Excavation & Embankment	CY	99	<u>\$30.00</u>	\$ <u>2,970.00</u>
4.	6” Vertical Curb & Gutter	LF	107	<u>\$31.90</u>	\$ <u>3,413.30</u>
5.	Concrete Sidewalk	SY	96	<u>\$82.55</u>	\$ <u>7,924.80</u>
6.	Saw cut Asphalt	LF	148	<u>\$2.00</u>	\$ <u>296.00</u>
7.	Saw cut Concrete	LF	15	<u>\$10.00</u>	\$ <u>150.00</u>
8.	Asphalt Paving	SY	71	<u>\$35.00</u>	\$ <u>2,485.00</u>
9.	¾” Base Course	SY	199	<u>\$6.60</u>	\$ <u>1,313.40</u>
10.	2” Minus Sub-base Course	SY	71	<u>\$10.00</u>	\$ <u>\$710.00</u>
11.	Traffic Control	LS	1	<u>\$1,000.00</u>	\$ <u>1,000.00</u>
12.	Install ADA Sound Board	EA	2	<u>\$175.00</u>	\$ <u>350.00</u>
13.	Adjust MH/Drywell Lid	LS	1	<u>\$750.00</u>	\$ <u>750.00</u>
14.	Install Tree Grates & Frames	EA	7	<u>\$125.00</u>	\$ <u>875.00</u>
15.	Hand Railing	LF	60	<u>\$85.00</u>	\$ <u>5,100.00</u>
16.	Mobilization	LS	1	<u>\$500.00</u>	\$ <u>500.00</u>
17.	Remove, Reset Irrigation Box	LS	1	<u>\$200.00</u>	\$ <u>200.00</u>
18.	6” Vertical Curb per Item A11	LF	40	<u>\$26.10</u>	\$ <u>1,044.00</u>

TOTAL OF ALL ESTIMATED PRICES \$31,061.50 and no/100

Thirty-One thousand sixty-one and 50/100 dollars

## 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 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

### 6.04 *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 - 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 and their Subcontractors are 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 8 - 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. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR's Bid;

7. 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 9 - 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:

CONTRACTOR:

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

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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:

Designated Representative:

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

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

Title: Public Works Director/City Engineer \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

Phone: 208-788-9830 Ext 14 \_\_\_\_\_

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

Facsimile: 208-788-2924 \_\_\_\_\_

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

# Estimate

DATE	Estimate #
8/2/2012	12-137

NAME / ADDRESS
City of Hailey Street Dept. P.O. Box 945 Hailey, ID 83333

PROJECT
Bullion Street Improvement

ITEM	DESCRIPTION	QTY	COST	TOTAL
Bid Item	1. Stripping and grubbing asphalt removal; 71 sq. yds. at \$10.00/sq. yd.	71	10.00	710.00
Bid Item	2. Stripping and grubbing concrete removal; 127 sq. yds. at \$10.00/sq. yd.	127	10.00	1,270.00
Bid Item	3. Excavation and embankment; 99 cu. yds. at \$30.00/cu. yd.	99	30.00	2,970.00
Bid Item	4. 6" Vertical curb and gutter; 107 LF at \$31.90/LF.	107	31.90	3,413.30
Bid Item	5. Concrete sidewalk; 96 sq. yds. at \$82.55/sq yd.	96	82.55	7,924.80
Bid Item	6. Saw cut asphalt; 148 LF.		296.00	296.00
Bid Item	7. Saw cut concrete; 15 LF.		150.00	150.00
Bid Item	8. Asphalt paving; 71 sq. yds.		2,485.00	2,485.00
Bid Item	9. 3/4" Leveling Course; 199 sq. yds.		1,313.40	1,313.40
Bid Item	10. 2" Minus Base Course; 71 sq. yds.		710.00	710.00
Bid Item	11. Traffic control; Lump sum.		1,000.00	1,000.00
Bid Item	12. Install A.D.A. Sound Board; 2 at \$175.00 each.	2	175.00	350.00
Bid Item	13. Adjust manhole/drywell lid and concrete collars		750.00	750.00
Bid Item	14. Install tree grates with new frames; 7 at \$125.00 each.	7	125.00	875.00
Bid Item	15. Hand Rail; 60 LF at \$85.00/LF.	60	85.00	5,100.00
Bid Item	16. Mobilization.		500.00	500.00
Bid Item	17. Remove and reset irrigation, 1 Valve Box; Lump sum.		200.00	200.00
Bid Item	18. 40 LF of 6" Vertical Curb as per Item A11 on Sheet 2.	40	26.10	1,044.00
	Note: Bond fee, if required: \$625.00			
	Idaho Sales Tax		6.00%	0.00

- All estimate prices are subject to change after 30 days due to changes in materials and fuel prices.
- There may be a fuel surcharge on trucking if Diesel fuel prices exceed \$4.50/gallon.
- There will be sales tax charged on items not previously taxed.
- No import or export except stated.

**TOTAL**

\$31,061.50

SIGNATURE \_\_\_\_\_

Phone #	Fax #
(208)788-6346	(208)788-5732

Contractor Registration # RCE-29489



AGENDA ITEM SUMMARY

DATE: 08/20/2012 DEPARTMENT: Sustainability/Public Works DEPT. HEAD SIGNATURE: MP

SUBJECT: Discussion of Resolution and Agreement with Lytle Signs to design and install awnings on City Hall. *Resolution 2012-60*

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

In May 2012, City staff advertised a bid for awning design and install for City Hall and received no responses. Staff then pursued 3 different awning manufacturers to solicit proposals. Lytle sign was the only respondent. Lytle Signs submitted the following proposal for three different scenarios, to be completed by December 1<sup>st</sup> with final payment by December 31<sup>st</sup> 2012:

*option*

<b>(A)</b>	Awnings for all of City Hall	\$105,375.00
<b>(B)</b>	Awnings for south side and southern corners of City Hall (1 <sup>st</sup> and 2 <sup>nd</sup> floor) only	\$46,989.00
<b>(C)</b>	Awnings for south side and southern corners of City Hall (1 <sup>st</sup> floor) only	\$37,734.000

The Community Development Department has stated that no building permit is required. On August 14, 2012, the Planning and Zoning Commission approved the project for Design Review exemption. The plans have been shared with the Hailey Historical Preservation Commission and the State Historical Preservation Office (SHPO). Both have approved the proposed project for awnings on all of City Hall. If awnings are only installed on the south side and southern corners, historical reviews are not needed (only the northern portion of City Hall is historical). The City Treasurer is reviewing the city's budget to determine if additional funding is available to install awnings in addition to the 1<sup>st</sup> floor's south side and southern corners only.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

The City Administrator and Treasurer are in the process of analyzing the fiscal impacts and will be available during the meeting to discuss further.

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

<input checked="" 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 checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input checked="" 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:**

The Council should: 1) select one scope of work/bid from the list above; 2) approve the resolution and agreement, with changes reflecting the selected bid amount and scope of work, authorizing the Mayor to sign both, following the City Attorney's review and finalization of the agreement.

**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)

**CITY OF HAILEY**  
**RESOLUTION NO. 2012-60**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH LYTLE  
SIGNS, FOR DESIGN AND INSTALLATION OF AWNINGS AT CITY HALL**

WHEREAS, the City of Hailey desires to enter into an agreement with Lytle Signs under which Lytle Signs will perform and be responsible for Design And Installation Of Awnings At City Hall for the City of Hailey.

WHEREAS, the City of Hailey and Lytle Signs have agreed to the terms and conditions of the Contract for City Hall Awnings, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract For City Hall Awnings between the City of Hailey and Lytle Signs and that the Mayor is authorized to execute the attached Agreement,

Passed this 20th day of August 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**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

Lytle Signs

(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 installation of awnings on the City of Hailey City Hall windows as follows:

Awnings for all of City Hall	\$105,375.00
Awnings for south side and southern corners of City Hall (1 <sup>st</sup> and 2 <sup>nd</sup> floor) only	\$46,989.00
Awnings for south side and southern corners of City Hall (1 <sup>st</sup> floor) only	\$37,734.000

**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  
City Hall Awning Project  
Hailey, Idaho

**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 Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before December 1, 2012, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before December 31, 2012.

**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 paragraph 5.01.A below:

A. 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 times the estimated quantity of that item as indicated in this paragraph 5.01.A:

Awnings for all of City Hall	\$105,375.00
Awnings for south side and southern corners of City Hall (1 <sup>st</sup> and 2 <sup>nd</sup> floor) only	\$46,989.00
Awnings for south side and southern corners of City Hall (1 <sup>st</sup> floor) only	\$37,734.000

TOTAL : \_\_\_\_\_ (dollars)

\_\_\_\_\_  
(use words)

**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 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

6.04 *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 - 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.

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 and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code) except that the Contractor and Subcontractors must be licensed before award.

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 8 - 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. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR's Bid;

6. 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 9 - 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.

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:

CONTRACTOR:

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

Lytle Signs \_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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:

Designated Representative:

Name: Maribel Platt

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

Title: Sustainability Coordinator

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

Address: 115 Main St S

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

Hailey, ID 83333

\_\_\_\_\_

Phone: 208-788-9815 Ext 24

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

Facsimile: 208-788-2924

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



# Lytle Signs, Inc.

## Your National Connection in the Northwest

Since 1948, Lytle Signs has strived to produce the finest sign related products possible. As we have grown in size, our commitment to that mission has remained constant. We are committed to our customers and have been honored to have our customers return that commitment and loyalty. They have come to realize that their business image is our only business. We take great pride in that trust.

*We've worked hard for our good reputation and we'll work hard for you.*

We offer custom electric signs, corporate signage, non-illuminated signs, neon signs, electronic message centers, free standing signs, fuel price signs, monument signs, awnings, real estate signs, traffic signs, vacuum formed signs, vehicle graphics, vehicle lettering, window lettering, vinyl decals, complete sign packages and more. In addition, we offer sign installation, sign service and repair in Idaho, Nevada, Utah, Wyoming, and parts of Oregon and Montana. We will manufacture, permit and install your complete sign package, or manufacture and ship your sign package directly to you.

To familiarize you with Lytle Signs, Inc., a brief description of our equipment and capabilities includes the following:

- In business since 1948 in Twin Falls and Meridian, Idaho
- Member of World Sign Assoc. with affiliates throughout the United States
- Member of United States Sign Council and Northwest Sign Council
- Employ approximately 60 people
- Equipment includes (5) Service trucks, (2) 60' Cranes, (1) 100' Crane, (1) 146' Crane, (1) 70' Crane, (2) scissorlifts, 28' remote control service truck and a 40' service bucket truck.
- Plant size 36,000 square feet
- 3 acres of outside storage
- Our crews provide installation throughout Idaho, Nevada, Utah, Oregon, Montana and Wyoming. We contract with a reputable network of sign companies throughout the United States for installations outside these areas.
- Computerized Cad-cam router system for interior and exterior signs, plaques, letters and graphics
- Computerized vinyl cutting and pattern making equipment
- Large format exterior quality digital imaging system
- Color scanning and reproduction
- Manufacture electric, neon, plastic, painted and sandblasted signs, and illuminated awnings
- Manufacturing vacu-formed faces up to 8' X 16'
- State of the art neon glass manufacturing equipment and facility
- Manufacture and install custom store fronts and fascia
- (2) Spray booths; (1) spray bake system, one of which is 54' in length
- Provide installation work for several national companies and franchises
- Manufacture and install many types of electric and electronic signage that we own and lease and/or maintain for customers from Idaho, Northern Nevada, Utah and Wyoming
- All of the necessary workman's compensation, property and casualty insurance; licenses and bonds in force in areas where necessary

In addition to our main focus of custom electric signs, we manufacture for regional and national companies including, but not limited to, Tesoro Petroleum, IHOP Restaurants, Sinclair Oil, Wal-Mart and Arctic Circle Restaurants.

In addition to our main plant in Twin Falls, Idaho, Lytle Signs, Inc. has a 10,000 square foot satellite office in Meridian, Idaho (opened in 2006) with light fabrication capability. All of our signs are manufactured to Underwriters Laboratories specifications and are UL labeled. Lytle Signs, Inc. is committed to keeping abreast of the newest and most effective production materials and procedures.

NEON • PLASTIC • ELECTRONIC • VACU-FORMED • ARCHITECTURAL • ILLUMINATED AWNINGS

PO. Box 305 1925 Kimberly Rd Twin Falls Idaho 83303-0305 208-733-1739 fax 208-736-8653 1-800-621-6836

Boise/Meridian Office 2070 East Commercial Street 208-388-1739 fax 208-388-3966

LICENSED IN IDAHO, MONTANA, NEVADA, OREGON, UTAH AND WYOMING #0029311 [www.lytlesigns.com](http://www.lytlesigns.com)



C.L. Butch\* Otter  
Governor

State of Idaho  
Division of Building Safety  
PUBLIC WORKS CONTRACTORS LICENSING BUREAU  
CONTRACTOR

08/10/1979

Original License Issued

PWG-C-13223-B-4

License Number

Categories: 01542, 02890, 05100, 07700

LYLLE SIGNS, INC.

This is to certify that  
has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

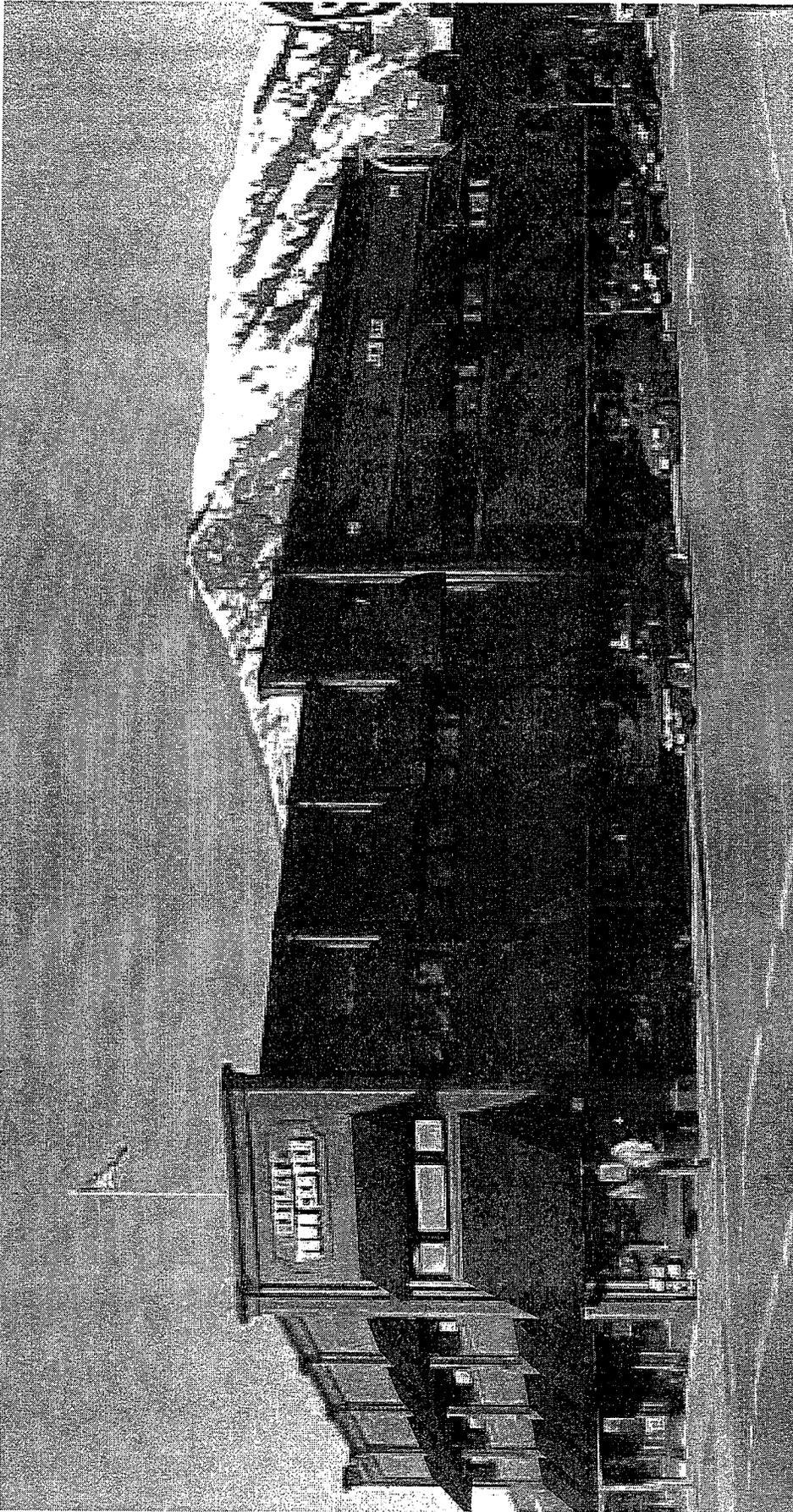
This license expires: 07/31/2012



C. Kelly Pearce, Administrator

Licensee Signature

Option A. \$105,375.00



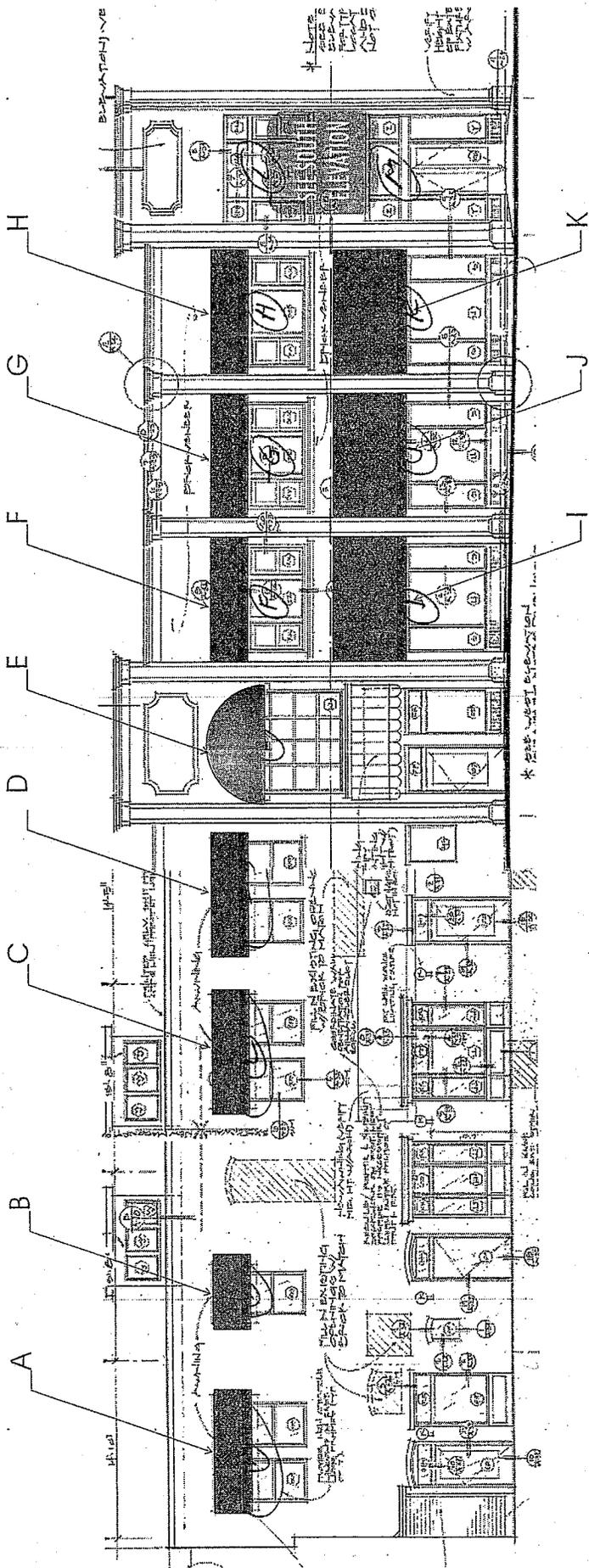
ARTIST'S SIMULATION OF FULL AWNING PACKAGE AS PROPOSED



CLIENT: CITY OF LAUREY	PROJECT: 1905-001	DRAWN BY: E. COOPER	SALES: JIM
ADDRESS: LAUREY, IDAHO	DATE: 7-25-19	PROJECT #: 11874	DATE: 7-25-19
	SCALE: 1/4" = 1'-0"		

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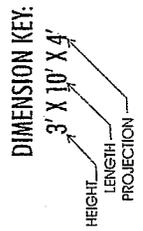
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WEST ELEVATION

AWNING SCHEDULE: HAILEY CITY HALL, WEST ELEVATION \*EXACT SIZES REQUIRED TO BE DETERMINED BY SURVEY

SECOND FLOOR A,C,D,F,G,H---3' X 10' X 4' B---3' X 10' X 4' E---4'9" X 9'6" X 4'9"  
 FIRST FLOOR I,J,K---6' X 10' X 5'6"



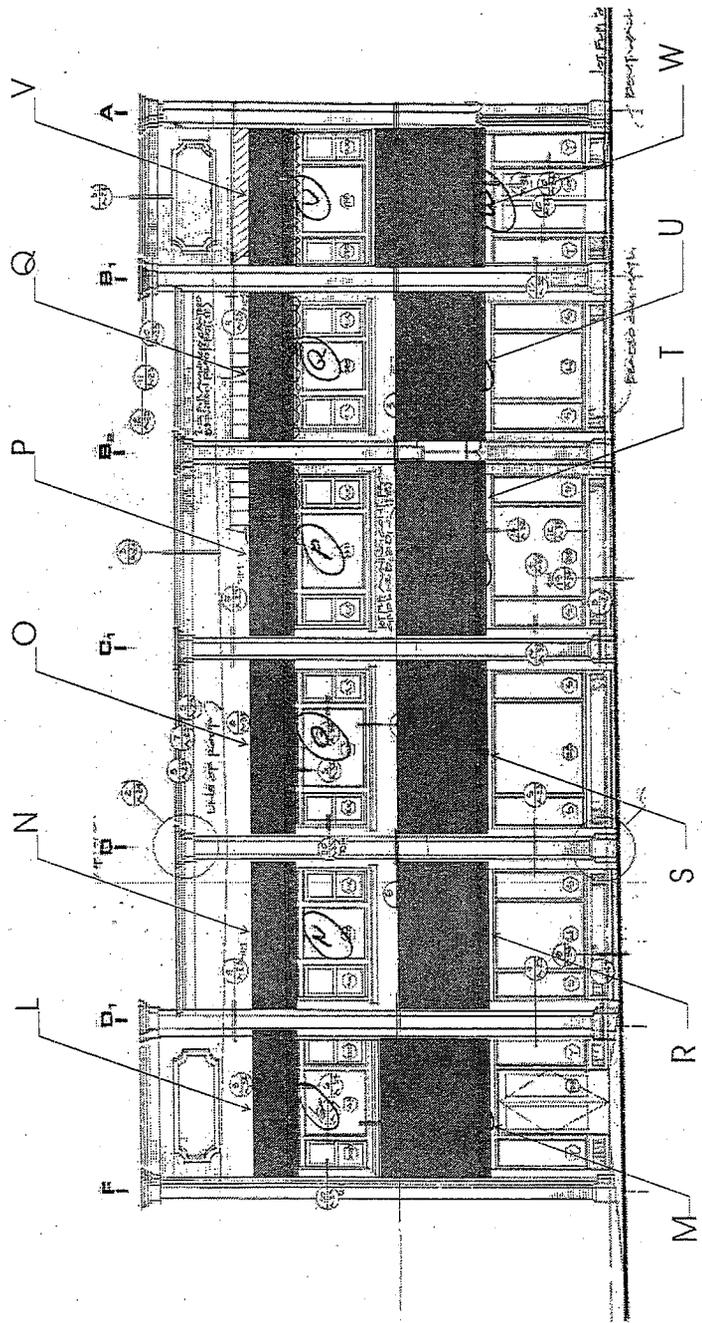
\*GENERAL PLACEMENT: BOTTOM OF AWNINGS ALIGNED WITH BOTTOM OF MULLION BETWEEN UPPER AND LOWER WINDOW SECTIONS (VERIFY)



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CLIENT: CITY OF HAILEY ADDRESS: HAILEY, IDAHO	REVISION: QUOTE # 1.1874	ORIGINAL DATE: 7-25-12 SCALE: 1/8" = 1'	SALES: JB PATH: CITY OF HAILEY AWNINGS 0012
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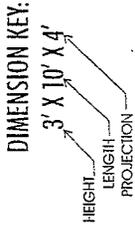


**SOUTH ELEVATION**

**AWNING SCHEDULE: HAILEY CITY HALL, SOUTH ELEVATION** \*EXACT SIZES REQUIRED TO BE DETERMINED BY SURVEY

**SECOND FLOOR** L---3' X 13'5" X 4' N---3' X 10' X 4' O,P---3' X 12' X 4' Q---3' X 10' X 4' V---3' X 13'5" X 4'

**FIRST FLOOR** M---8' X 13'5" X 7' R---6' X 10' X 5'5" S,T---6' X 12' X 5'5" U---6' X 10' X 5'5"

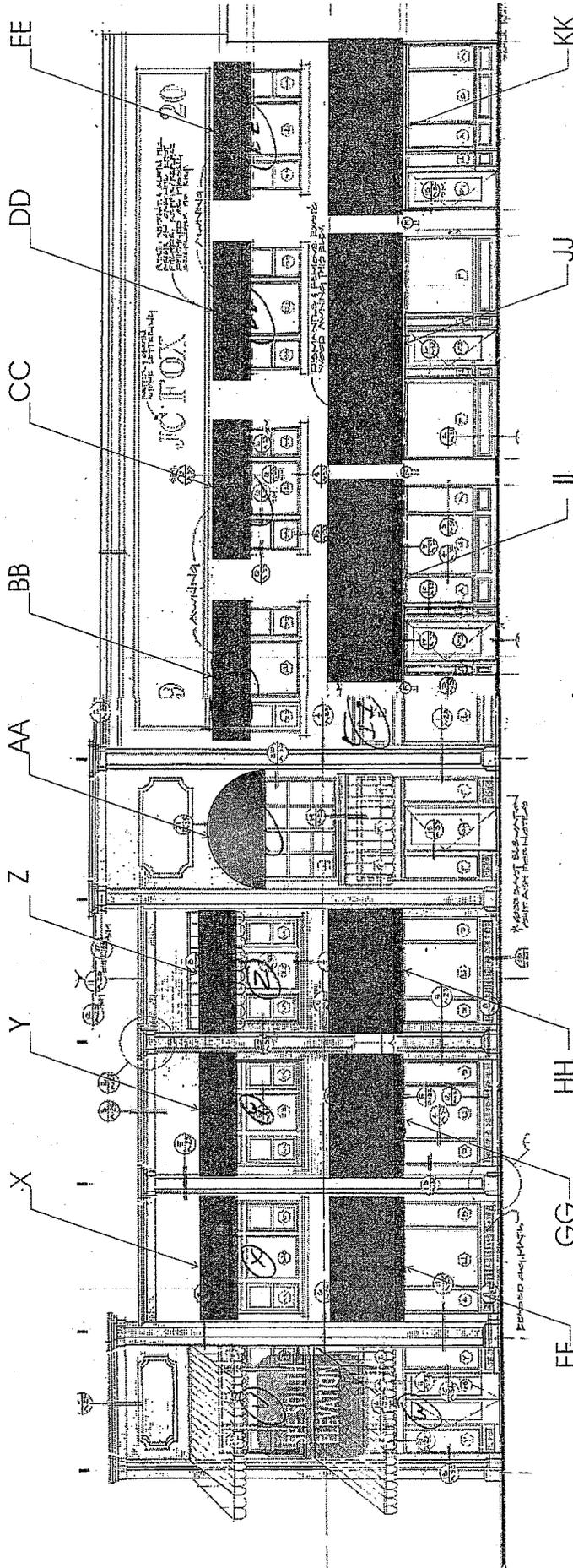


\*GENERAL PLACEMENT: BOTTOM OF AWNINGS ALIGNED WITH BOTTOM OF MULLION BETWEEN UPPER AND LOWER WINDOW SECTIONS (VERIFY)

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CLIENT: CITY OF HAILEY ADDRESS: 100 W. 2ND ST.	PROJECT: CONTRACT # 110914	DRAWN BY: B. C. BERRY SCALE: 1/8" = 1'	DATE: 10/14/14	SALES: J. BERRY
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**EAST ELEVATION**

**AWNING SCHEDULE: HAILEY CITY HALL, EAST ELEVATION \*EXACT SIZES REQUIRED TO BE DETERMINED BY SURVEY**

**DIMENSION KEY:**



**2ND FLOOR X,Y,Z---3'X'10'X4' AA---4'9" X 9'6" X 4'9" BB,CC,DD,EE---3'X'10'X'4'**

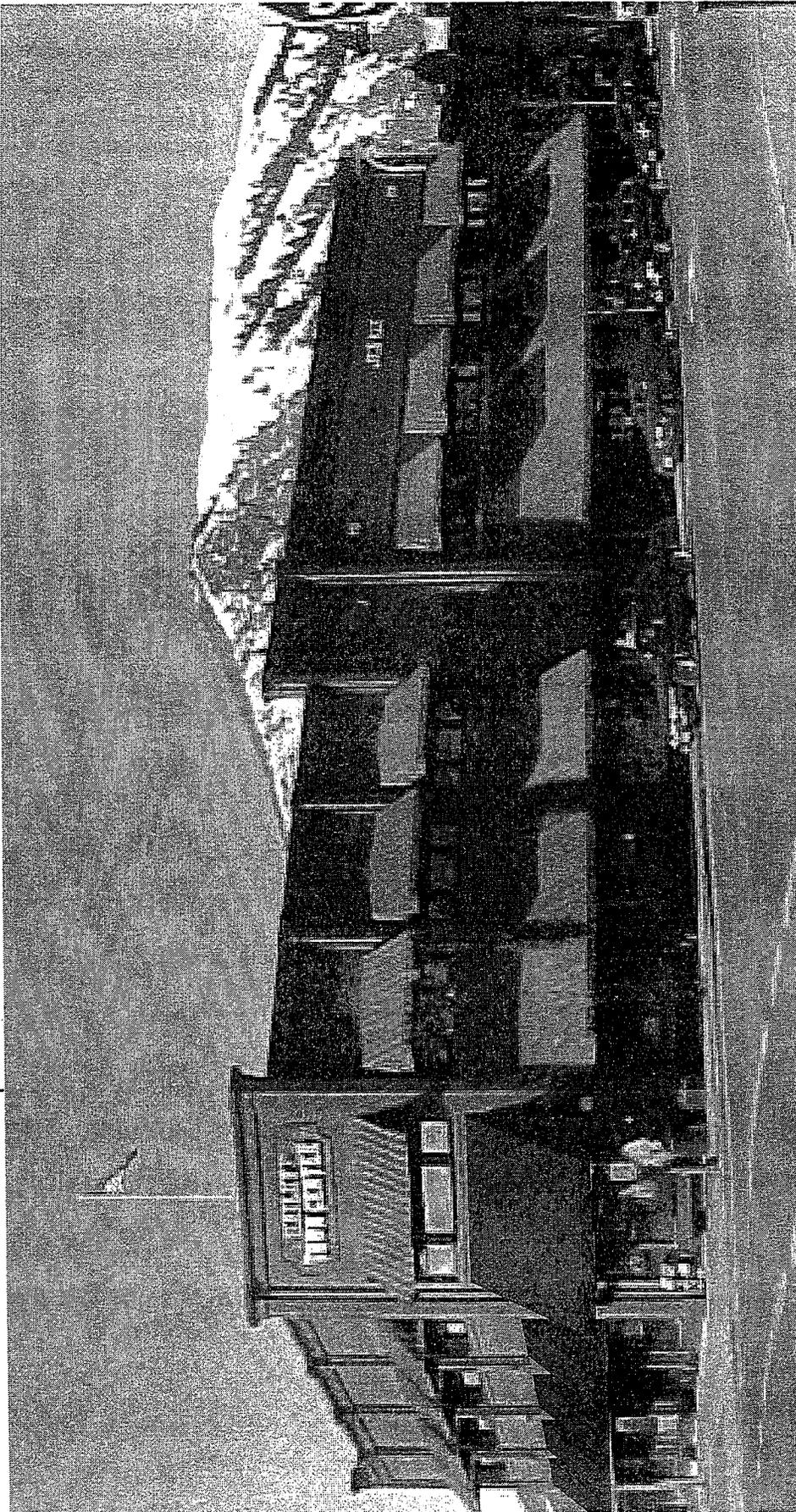
**FIRST FLOOR FF,GG,HH---6' X 10' X 5'6" II---6' X 16' X 5'6" JJ---6' X 18' X 5'6" KK---6' X 14 X 5'6"**

**\*GENERAL PLACEMENT: BOTTOM OF AWNINGS ALIGNED WITH BOTTOM OF MULLION BETWEEN UPPER AND LOWER WINDOW SECTIONS (VERIFY)**

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CLIENT: CITY OF HAILEY REVISION: ORIGINAL DATE: 7-25-12 SCALE: 1/8" = 1' DRAWN BY: R. CRIDER SALES: BR. PATH: CITY OF HAILEY, AWININGS 2012 QUOTE #: 11814

Option C. \$37,734.00



ARTIST'S SIMULATION OF ALTERNATE B AWNING PACKAGE AS PROPOSED



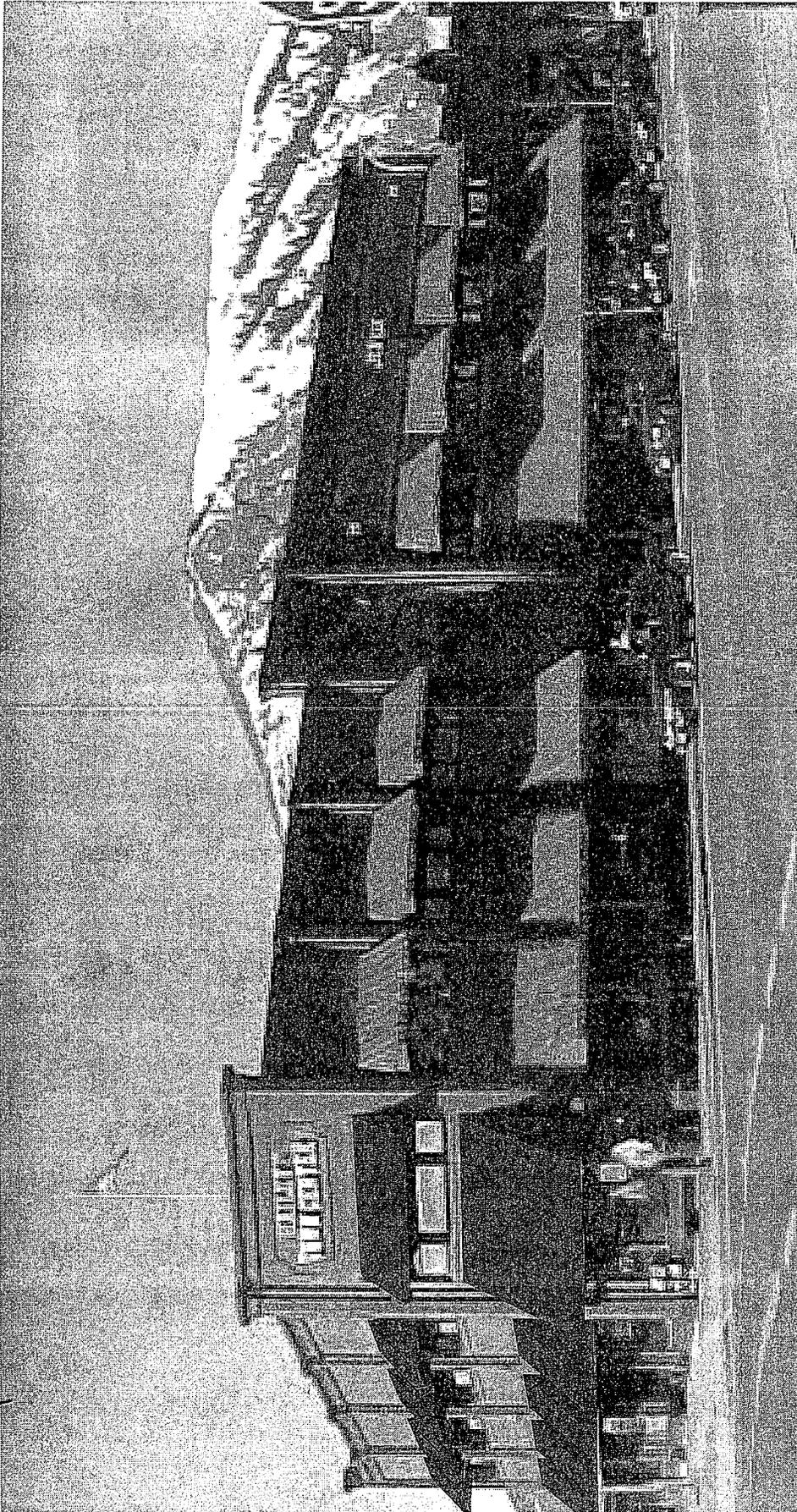
CLIENT: CITY OF LIBERTY ADDRESS: PACEY DRIVE	CREATING DATE: 2.25.19 SCALE: N/A	DESIGNED BY: B. COOPER PAVILION CITY OF HALLEY SERVICES	SALES: JIB
	PROJECT NO.: 11874		

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Option B.

\$46,189.00



ARTIST'S SIMULATION OF ALTERNATE A WING PACKAGE AS PROPOSED



CITY: CITY OF LAUREL	PROJECT NO.:	REVISION:	DATE: 11/17/14	SALES: III
ADDRESS: HALEY DR/30	SCALE: NA	ORIGINAL DATE: 7-25-13	PROJECT: PATH, CITY OF HALEY/ELEVATIONS	

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