

RESOLUTION 04-075  
(REVISED SEPTEMBER 20, 2004)

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL  
APPROVING A CONTRACT WITH THE WIRTH COMPANY TO INSTALL  
PAVERS AND EXPAND THE RADIANT HEAT SIDEWALK SNOWMELT  
SYSTEM AT CITY HALL FOR A SUM OF \$5,790,  
AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

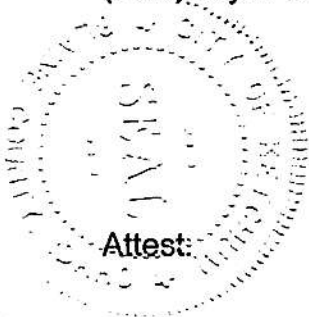
WHEREAS, the FY 2004 Budget includes an appropriation of \$55,000 for Repair and Maintenance of Buildings and that approximately \$15,000 remains in that line item, and

WHEREAS, the Building Official has solicited bids from qualified contractors to perform this work, and

WHEREAS, the proposal from the Wirth Company, Inc. for \$5,790 is recommended as the best solution to remedy the icing problem along the north side of city hall,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the contract with The Wirth Company to install pavers and expand the radiant heat sidewalk snowmelt system for a sum of \$5,790 and authorizes the Mayor to sign the contract.

This Resolution will be in full force and effect upon its adoption this Twentieth (20th) day of September, 2004.



Attest:

A large, stylized handwritten signature in black ink, appearing to read "Edward Simon".

Edward Simon, Mayor

A handwritten signature in black ink, appearing to read "Sandra E. Cady".

Sandra Cady, CMC  
City Treasurer/Clerk

STATE OF IDAHO  
COUNTY OF BLAINE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

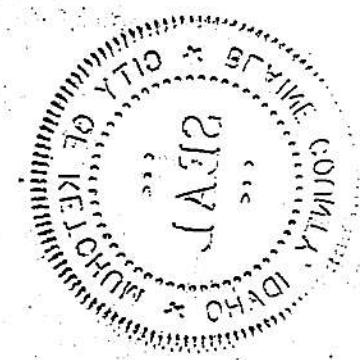
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Idaho

My commission expires \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_



**The Wirth Company, Inc.**  
231 Eighth Street • PO Box 4113 • Ketchum, Idaho 83340  
Phone: 726-5522 • Fax: 726-0749 • Cell: 720-2449 • [wirthcompany@cox-internet.com](mailto:wirthcompany@cox-internet.com)

**Ketchum City Hall**  
480 East Ave N.  
Ketchum, Idaho 83340

**February 27, 2004**

**Revised Radiant Heat Walkway Proposal**

**Wirth Company**

**Paver Installation:** Install approximately 489 S.F. of Roman paver bricks to form three separate walks.

**OMC Radiant Heating**

**Radiant Heating System:** The radiant heating system will be installed by OMC Radiant Heating. The heating system includes distribution Wirsbo tubing 3/4" with all necessary manifold connections and thinsulate insulation. See attached proposal.

<b>Wirth Company: Paver installation</b>	<b>\$3,665</b>
<b>OMC Heating: Radiant heating system</b>	<b>\$1,825</b>
<b>Total for Complete Radiant Heated Walkway:</b>	<b>\$5,490</b>

Cost for project may change due to unforeseen obstacles after work has been initiated.  
Prices are subject to change after 2004

Mechanical  
Contractor

Radiant  
HVAC

OMC Radiant Heating Services L.L.C.  
PO Box 2726 / 1220 Airport Way B4, Hailey Id, 83333  
Phone (208) 788-6727, Fax (208) 578-1666

**RADIANT FLOORS**  
COMFORT HEATING



PROPOSAL SUBMITTED TO: <b>The Wirth Co.</b>	PHONE: <b>726-5522</b>
STREET: <b>8<sup>th</sup> street</b>	JOB NAME:
CITY, STATE, ZIP <b>Ketchum Idaho, 83340</b>	JOB LOCATION: <b>Ketchum Fire Station</b>
ATTENTION: <b>Mike Wirth</b>	PROPOSAL: <b>2-24-2004R</b>

**SCOPE**

**Snowmelt System Expansion**

- Wirsbo 3/4" PEX tubing
- Supply piping and manifolds.
- Thinsulate 1/2" R-10 insulation to be placed under pavers
- Reo-mesh wire placed in substrate to affix tubing.

**Excludes**

- Permits
- Concrete (drilling, core drilling, cutting, etc.)
- Floor preparation, sleepers, concrete overlay, or finishing
- Gas line
- Ground work (trenching, surfacing, preparation, etc.)

**Price Options: \$1825.00**

We propose hereby to furnish material and labor complete and in accordance with the above specifications for the sum of \$1825.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders. And will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance. This contract is not binding until signed by a service manager. This contract and any addendums to it, supercedes any and all other contractual agreements pertaining to the project specified above. Allowing OMC Radiant Heating to enter job and begin work is consider to be the same as providing a signature to this contract. If this contract is placed in the hands of an attorney for collection, you agree and promise to pay any reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or action is filed the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit, or action, including any appeals therein, is tried, heard, or decided. A finance charge of 1 3/4% per month will be charged on Past Due Accounts.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Acceptance Signature \_\_\_\_\_

Date of Authorization \_\_\_\_\_ Authorization Signature \_\_\_\_\_



**The Wirth Company, Inc.**  
 231 Eighth Street • PO Box 4113 • Ketchum, ID 83340  
 Phone: 726-5522 Fax: 726-0749 Cell: 720-2449  
 email: [wirthcompany@cox-internet.com](mailto:wirthcompany@cox-internet.com)

# Fax

**To:** Eric Adams

**From:** Mike

**Fax:** 726-7812

**-Pages:** 3 Including cover sheet

**Phone:**

**Date:** Sept 20, 2004

**Attn:**

**RE:** Increased cost from OMC Radiant

Dear Eric,  
 Brian Bennett of OMC Radiant Heating has re-estimated his portion of the heated walkway proposal submitted on February 27, 2004. Please look over his new proposal and call if you have any questions.

Sincerely,

Mike Wirth



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**OMC Radiant Heating**

**Radiant Heating System:** The radiant heating system will be installed by OMC Radiant Heating. The heating system includes distribution Wirsbo tubing 3/4" with all necessary manifold connections and thinsulate insulation. *See attached proposal.*

<b>Wirth Company: Paver installation</b>	<b>\$3,665</b>
<b>OMC Heating: Radiant heating system</b>	<b>\$2,125</b>
<b>Total for Complete Radiant Heated Walkway:</b>	<b>\$5,790</b>

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Radiant  
HVAC

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### SCOPE

#### Snowmelt System Expansion

- Wirsbo 1/2" PEX tubing
- Supply piping and manifolds.
- Thinsulate 1/2" R-10 insulation to be placed under pavers
- Rec-mesh wire placed in substrata to affix tubing.

#### Excludes

- Permits
- Concrete (drilling, core drilling, cutting, etc.)
- Floor preparation, sleepers, concrete overlay, or finishing
- Gas line
- Ground work (trenching, surfacing, preparation, etc.)

#### Price Options: \$2125.00

We propose hereby to furnish material and labor complete and in accordance with the above specifications for the sum of \$2125.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders. And will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance. This contract is not binding until signed by a service manager. This contract and any addendums to it, supercedes any and all other contractual agreements pertaining to the project specified above. Allowing OMC Radiant Heating to enter job and begin work is consider to be the same as providing a signature to this contract. If this contract is placed in the hands of an attorney for collection, you agree and promise to pay any reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or action is filed the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit, or action, including any appeals therein, is tried, heard, or decided. A finance charge of 1 1/4% per month will be charged on Past Due Accounts.

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