



## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 191 5<sup>th</sup> Street | Ketchum, ID 83340**

February 6, 2023

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO APPROVE SCOPE OF WORK AND AGREEMENT 50085 WITH DESMAN FOR 1<sup>ST</sup> AND WASHINGTON PARKING GARAGE CONCEPT DESIGN SERVICES**

#### Introduction/History

At the January 17, 2023 meeting, the Board requested staff to explore public parking options and configurations at the 1<sup>st</sup> and Washington site. These options would be considered by the Board for potential funding.

Staff discussed options with the project team and concluded that to evaluate the feasibility of various configurations, it was necessary to retain the services of a professional parking consultant. The design team concurs with this approach.

Desman was selected based on their expertise working on public/private parking facilities with public agencies, including projects in Boise, Telluride and Aspen. They have the experience and knowledge to assist in this evaluation.

Staff is requesting the Board review the scope of the analysis to ensure the expectations of the Board are met. As proposed, Desman will evaluate at grade, tuck under, above grade or below grade parking. One option will be selected for a concept plan. The following outlines the scope of work:

- Confirm the dimensions and topography of the site for the proposed above-grade garage, surface, or tuck under parking.
- Review parking dimensions, setback requirements, height limits and FAR in the local zoning code.
- Attend a kick-off meeting by phone with staff and the project architect to discuss the project.
- Develop concept plan for one preferred parking option including a site plan with limited surface parking and ground-floor commercial space and parking above. Depicted will be the parking footprint, vehicle entry exit locations, parking layout (including the required accessible spaces), traffic circulation, floor-to-floor heights, ramp location and slope, stair and elevator locations, a short-span column layout to accommodate residential development above the parking, a space tabulation chart, square footage, and an efficiency calculation.

- Consultation regarding parking garage operation options, including potential challenges and advice on best practices for structure.
- Discuss the concept plans with staff and the project architect by phone.
- Attend four (4) KURA Board meetings to present findings and answer questions from the Board related to concept plans.
- Incorporate any review comments into final concept plans for your use.

The cost for the proposed services is \$7,200.

Financial Requirement/Impact

There are sufficient funds in the FY23 KURA budget to fund the proposal.

Recommendation and Motion

Staff recommends the Board adopt the following motion:

**"I move to approve the scope of work and approve Agreement 5505 with Desman."**

February 2, 2023

Ms. Suzanne Frick  
Executive Director  
**KURA**  
191 5<sup>th</sup> Street W  
Ketchum, ID 83340

**Re: 1<sup>st</sup> and Washington Street Parking Garage  
Concept Design Proposal**

Dear Ms. Frick:

DESMAN is pleased to provide you with this letter proposal for parking design services for the 1<sup>st</sup> and Washington site in downtown Ketchum, ID. DESMAN is a full-service Parking Consulting firm specializing in the planning, design and engineering of multi-level parking garages. We are confident that our extensive experience in the planning and design of all types of parking garages will provide you with the specialized expertise required for a successful parking project.

The following scope of services and our proposed fee are based on our understanding of the project from our review of the materials sent to us and our recent phone discussion.

**SCOPE OF SERVICES**

1. Confirm the dimensions and topography of the site for the proposed above-grade garage, surface, or tuck under parking.
2. Review parking dimensions, setback requirements, height limits and FAR in the local zoning code.
3. Attend a kick-off meeting by phone with you and the project architect to discuss the project.
4. Develop concept plans including a site plan with limited surface parking and ground-floor commercial space and parking above. Depicted will be the parking footprint, vehicle entry exit locations, parking layout (including the required accessible spaces), traffic circulation, floor-to-floor heights, ramp location and slope, stair and elevator locations, a short-span column layout to accommodate residential development above the parking, a space tabulation chart, square footage and an efficiency calculation.
5. Consultation regarding parking garage operation options, including potential challenges and advice on best practices for structure.
6. Discuss the concept plans with you and the project architect by phone.
7. Attend four (4) KURA Board meetings to present findings and answer questions from the Board related to concept plans.
8. Incorporate any review comments into final concept plans for your use.

**PROPOSED FEE**

DESMAN proposes to complete the services above on a lump sum basis for a fee of **\$7,200**. The fee anticipates 40 hours of service at a rate of \$180 for a Senior Engineer/Planner/Architect to develop the concept parking plans. Any expenses, if incurred, will be billed at actual cost.

**CLOSURE**

If acceptable, please sign and return a copy of the letter agreement to us. The signing of this letter, and the attached Standard Terms and Conditions of Agreement (Agreement) will serve as the agreement between KURA and DESMAN for the services discussed. We are prepared to initiate work on this assignment immediately upon receipt of a signed copy of this letter and Agreement and should be able to develop the concept plans in about one week. We are very pleased to have this opportunity to offer our professional services to KURA.

Sincerely,  
**DESMAN, Inc.**

Proposal accepted by:  
**KURA**



Hoshi J. Engineer, P.E., S.E.  
Vice President

\_\_\_\_\_  
Signature



Scot D. Martin  
Senior Parking Consultant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STANDARD TERMS AND CONDITIONS OF AGREEMENT**

The engagement of DESMAN, Inc., ("DESMAN") by KURA ("Client") is under the following terms and conditions and is an integral part of the Agreement between Client and DESMAN.

1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$ 0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
3. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
4. Before DESMAN shall be called upon to provide its services there under, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
5. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work, additional charges will be applicable and payable by the Client.
6. DESMAN will not act to enforce the provisions of the contract drawings or specifications. Should DESMAN, in the proposal, accept responsibility for site observations or monitoring, it remains the responsibility of the Client to enforce the contract provisions and to effect corrections of any contractual deficiencies, which are discovered by DESMAN.
7. All documents, including but not limited to drawings, specifications, reports, field notes, field counts, laboratory test data, calculations and estimates or opinions of cost prepared by DESMAN pursuant to this Agreement, shall be the sole property of DESMAN. Client shall have a non-exclusive license to use drawings, specifications, reports, field notes, field counts, laboratory test data, calculations and estimates or opinions of cost prepared by DESMAN purposes to this Agreement. Under no circumstances shall any documents produced by DESMAN, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of DESMAN. Reports of DESMAN issued pursuant to this Agreement are for the exclusive use of Client, the name of DESMAN, or its insignia or seal shall not be used by or on behalf of Client under any circumstances in advertising to the general public, or in any public material or in any other manner without DESMAN's prior written approval. DESMAN will provide Client with copies of documents created in the performance of the work for a period not exceeding two years following submission of the report contemplated by this Agreement.
8. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within sixty (60) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay

DESMAN's cost of collection of all amounts due and unpaid after ninety (90) days, including court costs and reasonable attorney's fees.

9. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within sixty (60) days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.
10. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or coverage limits in excess of DESMAN's normal policy coverage, and if such coverage is available, Client agrees to reimburse DESMAN for cost premiums to carry such additional coverage.
11. DESMAN shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of DESMAN.
12. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and DESMAN.
13. Either party upon seven (7) days prior written notice may terminate this Agreement. In the event of termination, DESMAN shall be compensated by the Client for (a) all services performed up to and including the termination date; and (b) reimbursable expenses.
14. DESMAN's review associated with the Condition Survey Report shall be limited to a visual examination of the condition of the parking garage structural framing, for the sole purpose of determining if remedial work is required. This report shall be limited to an unaided visual examination and does not include destructive or non-destructive testing, non-invasive investigation techniques.
15. DESMAN's reports shall not be construed to warrant or guarantee the building and/or any of its components under any circumstances. DESMAN shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred that all defects will have been either observed or recorded. The review is intended solely to identify the general condition of the structure and the necessity for repairs. DESMAN's review and report(s) shall not constitute a detailed specification for repairs.