



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 3, 2023 Staff Member/Dept: Jade Riley/Administration

Agenda Item: Recommendation to approve Purchase Order 23118 with GGLO for Town Square Design Services.

Recommended Motion:

I move to approve Purchase Order and Agreement 23118 with GGLO.

Reasons for Recommendation:

- City has seen high utilization of Ketchum Town Square by the public on a day-to-day basis, and during special private and city public events
- An assessment of the conditions, maintenance and program needs, along with feedback from the public, will contribute to the development of a concept plan for the Square
- The Ketchum Urban Renewal Agency is providing support for the design services by contributing 50% of the cost

Policy Analysis and Background (non-consent items only):

Ketchum Town Square was developed with strong support from the community in the form of financial donations, professional services, hands-on labor, and city funds. Over the years, maintenance issues and costs associated with them have increased. The residential quality of the fire pit and fountain requires annual maintenance, parts repair and replacement, and leaves them unusable most of the time. Snow removal operations, weather, poor drainage, and wear and tear cause major paver repairs each spring. The building housing Leroy's Ice Cream is old and in disrepair. Its water is linked to the irrigation system, which limits operations at the stand. The stage is not ADA accessible, prohibiting members of the public from using this space.

The building housing the Visitor Center and Starbucks is in need of major repairs, including a new roof, interior systems, and exterior logs.

GGLO design services will include extensive community feedback in order to potentially integrate the indoor and outdoor space to provide a cohesive, flexible community space.

The Starbucks lease between the city and the Cairde Group is set to expire on November 1, 2026, however payments can be made to allow earlier termination.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds exist in the FY23 CIP
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Attachments:

1. Agreement #23118
2. Purchase Order #23118

Authorization to Begin Design Services

Date: June 16, 2023
Project: Ketchum Town Square Master Plan
Project No.: 2023040

This document constitutes an interim working agreement, and authorizes GGLO to begin design services as described below. Services will be performed and invoiced on either on lump sum or an hourly basis at GGLO's current hourly rates. No construction document or construction contract administration services will be performed under this Authorization. A standard City or AIA form of agreement, with details of the working relationship and GGLO's standard modifications, will be prepared by GGLO and presented to the City of Ketchum for continuation of the services beyond this authorization. The attached Terms of Agreement are incorporated by reference into this Agreement.

Client:

City of Ketchum
191 5th Street W
Ketchum, ID 83340

Authorized Representative: Jade Riley, City Administrator

Project Description:

The Project is to prepare a Master Development Plan for the City of Ketchum Town Square. The plan will be informed by an assessment of the conditions, maintenance, and program needs of the existing Town Square plaza and adjacent Visitor Center building. With City stakeholder and public input, the goal is to determine opportunity areas and define options for a scope of work of improvements. This authorization is for Phase 1 of a 3-phase approach to the project. Subsequent phases will include refinement of options to develop and finalize a concept plan.



Scope of Services of this Authorization:**Phase 1: Discovery**

- Conduct bi-weekly meetings via video conference and/or in person with Management Team (City and KURA representatives), providing meeting agendas and minutes
- Conduct Assessment of the following:

Building & Systems Assessment

- Sustainability: opportunities for improved performance in both energy and water: mechanical systems, building envelope (insulation/windows), plumbing and electrical fixtures
- Structural: observation for existing component condition & deficiencies, repairs, and or/replacements, possibly triggering seismic upgrades
- Accessibility: existing conditions relative to current codes and standards, improvements for mobility - door handle operability, threshold heights, etc.
- Building Program:
 - Existing and future use needs for tenant space and visitor center
 - Interior layout revisions to better serve use, improve flow and function of spaces
 - Improve visibility, wayfinding, and integration with the plaza
 - Finishes/fixtures replacement for wear, damage, etc.

Landscape & Systems Assessment

- Trees, Planting & Irrigation
- Pavers
- Site Furnishings (café tables and chairs, umbrellas, planters, etc.)
- Water Features & Fire Pits
- Stage & Pavilion Structures
- Lighting
- Wayfinding

Operations & Maintenance Needs Assessment

- Snow removal
- Furniture use and storage
- Trash and recycling for events
- Dogs
- Event infrastructure/clean-up needs (power, water, etc.)

Phase 1: Public Involvement

- Work with the City of Ketchum and KURA to establish online survey distribution list and key stakeholders. City to provide distribution list and publish through Cities social media, newsletter and other outlets.
- Develop and launch online survey (survey monkey or sim.) to introduce the project timeline, purpose, and determine trends relative to existing use, identity, and opportunities. Attend and in-person public outreach event organized by City Staff.
- Summarize survey results and make recommendations moving forward.

Phase 1: Programming Alternatives (Alts)

- Development Good, Better, Best Options with ROM budget and level of improvements for presentation to joint session of KURA and City Council. 'Good' to entail just a refresh of existing conditions, 'Better' to also include some reconfiguration of plaza and building elements, and 'Best' entailing a significant/total reconfiguration of plaza and building design. Each to be described so that some of the options could potentially be phased, or a hybrid selection of options pursued. The goal is to present enough information that decisions can be made in alignment with goals and budget to determine overall direction and path forward.
- Conduct joint workshop session of KURA and City Council to present process and options for review and discussion, confirmation of next steps.

Compensation of this Authorization:

Task	Terms	Fee	Timeline
000 Reimbursable Expenses	Estimated	\$2,000*	
100 Phase 1: Discovery	Hourly, Estimated	\$18,500*	June-July
110 Phase 1: Public Involvement	Hourly, Estimated	\$7,500**	August
200 Phase 1: Programming Alts	Hourly, Estimated	\$21,500*	September
Total		\$49,500	

*includes fees for subconsultants (Structural, MEP, Cost Estimator, Water Feature Engineer)

**GGLO fee could be reduced if City staff manages public involvement & survey

Authorized Client Representative



GGLO Architecture, Interior Design,
Landscape Architecture, Planning and Urban Design, LLC

Date

06/16/2023

Date

Attachments:

1. Terms of Agreement

Terms of Agreement

Date of Agreement: June 16, 2023
Project: Ketchum Town Square Master Plan
Project No.: 2023040

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2023 HOURLY BILLING RATES

Principal II	\$310
Principal I	\$265
Senior Architect III	\$240
Senior Architect II	\$230
Senior Architect I	\$220
Architect II	\$185
Architect I	\$175
Architectural Designer II	\$155
Architectural Designer I	\$140
Senior Interior Designer III	\$215
Senior Interior Designer II	\$200
Senior Interior Designer I	\$185
Interior Designer IV	\$175
Interior Designer III	\$165
Interior Designer II	\$140
Interior Designer I	\$130
Senior Landscape Architect III	\$230
Senior Landscape Architect II	\$215
Senior Landscape Architect I	\$195
Landscape Architect II	\$180
Landscape Architect I	\$165
Landscape Designer II	\$155
Landscape Designer I	\$140
Administration II	\$125
Administration I	\$110
Intern	\$120

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis or as a percentage of project completion. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

1. Limitation of Liability: The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.

2. Design of Alterations: Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.

3. Design Without Construction Review: The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.

4. Design of Studies: Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.

5. Ownership of Documents: The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.

6. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

7. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 23118

To: 6037 GGLO 113 S FIFTH ST SUITE 200 BOISE ID 83702	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/29/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TOWN SQUARE DESIGN SERVICES 03-4193-7115	24,750.00	24,750.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		24,750.00

Authorized Signature