



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Agreement 20697 with Galena Engineering for survey of Sun Valley Road.**

#### Recommendation and Summary

Staff is requesting the Council approve Agreement 20697 with Galena Engineering for surveying services associated with the Sun Valley Road Relinquishment and Transfer of Ownership.

**"I move to authorize the Mayor to sign Agreement 20697 with Galena Engineering."**

The reasons for the recommendation are as follows:

- The Idaho Transportation Department (ITD) recently transferred ownership of Sun Valley Road to the City
- The City received funds from ITD for repair and rehabilitation of the roadway
- Survey is one of the first steps to initiate the design process

#### Introduction and History

In 2019 the City of Sun Valley lead conversations with the Idaho Transportation Department (ITD) on behalf of both the City of Sun Valley and City of Ketchum to consider taking over ownership of Sun Valley Road east of Main Street. Under state law however ITD could not directly transfer a state road to a city with a population under 5,000 therefore the transfer was required to pass through Blaine County. On March 2, 2021, Blaine County approved Resolution 2021-10 adopting the road relinquishment and the transfer of ownership agreement for SH-75 Spur (Sun Valley Road). The Quitclaim Deeds were executed between all parties on July 20, 2021, at which time both the City of Sun Valley and Ketchum officially took over ownership of their portions of Sun Valley Road.

#### Analysis

At this time negotiations have been completed and funds received from ITD. The City of Ketchum's portion of the relinquished Sun Valley roadway extends 0.3 miles from ITD's Right-of-Way east of Main Street to the City limits east of Spruce Street. Survey is part of pre-design services and one of the first steps to initiate the design process. The next step will be a geotechnical evaluation of the roadway to determine the existing roadway condition and what type of rehabilitation and repair may be necessary.

#### Financial Impact

The City received \$864,600 from ITD for the design and repair/rehabilitation of the roadway. Predesign survey costs were included in this amount.

Attachments:

Agreement 20697

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** City of Ketchum Sun Valley Road Reconstruction Survey

**CLIENT:** City of Ketchum

**CONTACT:** Sherri Newland

**COMPANY:** City of Ketchum

**Telephone** \_\_\_\_\_ **Cellular** 208-861-7593

**Fax** \_\_\_\_\_ **Email** snewland@sandcassociates.com

**BILLING ADDRESS:**

City of Ketchum

(Owner?  yes or  no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

**JOB LOCATION:**

Sun Valley Road, Main St to Spruce Ave

THIS AGREEMENT entered into this 30th day of August, 2021, between City of Ketchum, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to perform upgrades to Sun Valley Road between Main St and Spruce Ave

The CLIENT will furnish to GALENA information necessary to perform our task.

**SERVICES TO BE PERFORMED BY GALENA**

GALENA will perform survey work per the attached scope and fee estimate.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

NOW THEREFORE, the CLIENT and GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by GALENA and the payment for those services by the CLIENT, as set forth as below:

**ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB.** It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

**BASIS OF FEE AND BILLING SCHEDULE**

ESTIMATED FEE COST: **\$15,120 per the attached scope and fee estimate**

**RETAINER:**

Will be required  in the Amount of \$ \_\_\_\_\_ OR Will not be required

The CLIENT will pay GALENA for their services and expenses as follows:

**TIME OR TIMES OF PAYMENT**

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

**LIMIT OF LIABILITY**

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA' S negligent acts, errors or omissions.

**TERMINATION**

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

**ATTORNEY'S FEES**

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

Sean Flynn  
President  
Galena Engineering, Inc  
317 North River Street  
Hailey, ID 83333



BY : \_\_\_\_\_

BY : Sean Flynn

TITLE: \_\_\_\_\_

TITLE: President

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

Date: 08/30/21

Internal use only

**REMARKS:**

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

Project Manager: SMF File Assignment: SMF

Ownership verified with BC GIS by: SF

New Job?  yes or  no If no, New File?  yes or  no

Old Job: \_\_\_\_\_  
(any information that may be pertinent to finding the old job file and #)

Posted \_\_\_\_\_

# Surveying Scope and Fee Estimate for City of Ketchum Sun Valley Road Reconstruction

08/30/21 SMF File: P:\Data\Proposals\2021 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Survey Crew		Engineering Tech.	Task Totals
				1st Person + Equipment	2nd Person		
	Hourly Rate	\$140	\$130	\$140	\$75	\$110	

## 1.00 Survey

1.01	Coordinate survey schedule with client, coordinate utility locate	2.0					\$280
1.02	Prepare survey calcs (street intersection information)		4.0				\$520
1.03	Collect intersection information for block breakdown and establishment of ROW lines			8.0	8.0		\$1,720
1.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			32.0	32.0		\$6,880
1.05	Review boundary information collected, establish ROW		4.0				\$520
1.06	Prepare survey drawing	2.0	4.0			40.0	\$5,200
<b>Man Hours Subtotal</b>		4.0	12.0	40.0	40.0	40.0	
<b>Opinion of Probable Cost Per Position</b>		\$560	\$1,560	\$5,600	\$3,000	\$4,400	

**Total Opinion of Probable Cost** **\$15,120**