



City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract #22023 with Jacobs for Design Services for the Sun Valley Road Rehabilitation Project.

Recommendation and Summary

Staff is requesting the Council approve Contract #22023 with Jacobs for design services associated with the Sun Valley Road Rehabilitation Project.

"I move to authorize the mayor to sign the Contract with Jacobs,"

The reasons for the recommendation are as follows:

- The Idaho Transportation Department (ITD) transferred ownership of Sun Valley Road to the City in 2021
- The City received funds from ITD for repair and rehabilitation of the roadway
- Survey and Geotechnical services have been completed

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. 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. Pre-design services have been completed. Construction is anticipated to kick off in the Spring of 2022 for both the Sun Valley and Ketchum portions of the roadway with the intent to coordinate between the Cities and limit impacts to residents and business owners on Sun Valley Road.

Following state require Qualified Based Selection (QBS) procedures the City issued a request for qualified firms to submit written proposals to provide roadway engineering services for the Sun Valley Road Repair and Rehabilitation Project. Only one proposal was received from Jacobs. Per QBS staff began negotiations with Jacobs. Jacobs has prepared a scope/budget for council consideration.

Financial Impact

The city received \$864,600 from ITD for the design and repair/rehabilitation of the roadway. Design costs were included in this amount and will be billed time and materials. Any unused funds will remain in the project budget.

Attachments:
Contract #22023



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22023

To: 5740 JACOBS 999 W MAIN ST SUITE 1200 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
10/28/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Sun Valley Road Rehabilitation Engineering 01-4170-4200	80,000.00	80,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		80,000.00

 Authorized Signature



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Sun Valley Road, Main Street to Spruce
CLIENT: City of Ketchum, ID
ADDRESS: 480 East Ave, Ketchum, ID 83340

PROJECT NUMBER:

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: Rehabilitation of Sun Valley Road – refer to attached Exhibit A, Scope of Services

COMPENSATION to be on a basis of:
Jacobs will invoice all services on a Time and Expense basis in accordance with the attached Rate Schedule.

Technical or professional services that are furnished by an outside source and their reimbursable expenses shall be added to the cost of the services.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CITY OF KETCHUM, ID**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JACOBS under this Agreement. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and

which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **LEGAL EXPENSES.** In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court.

15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subconsultants may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

RATE TABLE

Labor Category	Hourly Rate
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Engineer/Planner

Senior Expert	\$ 315.00
Expert	\$ 245.00
Senior	\$ 195.00
Mid	\$ 160.00
Junior	\$ 95.00

CAD/GIS/Graphics

Senior	\$ 150.00
Mid	\$ 120.00
Junior	\$ 80.00

Admin/Tech Writer

Senior	\$ 100.00
Mid	\$ 90.00
Junior	\$ 60.00

Exhibit A

Scope of Services

Sun Valley Road Modification: Main Street to Spruce Avenue Design Services

This document will cover the effort necessary to provide final engineering design for roadway rehabilitation of Sun Valley Road from Main Street to Spruce Avenue.

All coordination with the City of Ketchum shall follow the agreement or Project Execution Plan that is currently under development with the City of Sun Valley.

This scope and fee is based on an understanding that the project will be incorporated into the bid package of the Sun Valley Road Modification project currently being designed by Jacobs for the City of Sun Valley. As a result, it is imperative that all milestones are met to the extent possible, see attached schedule. Stakeholder's delay in meeting project milestones will negatively impact scope and schedule, and may result in additional design fees.

Task Order Team:

Project Manager: Amanda Thompson

Quality Control Manager: Betsy Roberts

Design Engineer: Mateo Franzoia

CAD Tech: Janet Oye

City of Ketchum Representative/Ketchum City Engineer: Sherri Newland

TASK 1. Design Services

SUBTASK 1.1 Design

Activities:

- Hold a project Kick off meeting with Ketchum City Engineer.
- Visit site to review site, project goals, design parameters and discuss existing issues with Ketchum City Engineer.
- Develop basis of design memo for project.
- Develop details depicting full depth rebuild, mill and overlay, or CRABS rehabilitation methods based on geotechnical report recommendations and direction provided by Ketchum City Engineer.
- Design includes development of bulb-outs at the four corners of the intersections of East and Walnut Avenues that conform to the City of Ketchum's standard detail drawings. This will require modification and improvements of drainage to match the adjusted curb lines at those two intersections.
- Drawings will be developed showing typical sections and final site layout. MicroStation InRoads modeling software will be used to create the horizontal alignments of the roadway to facilitate layout of the design drawings.

- Drawings will include a striping plan.
- Mapping of existing utilities will be based on utility base mapping provided by the City of Ketchum and project topographic survey data provided by the City of Ketchum. Additional utility location coordination will require support from Ketchum City Engineer.
- The base specifications documents for the design package will be developed in the City of Sun Valley project scope and modified as required to address the Ketchum work. Sun Valley Road project specifications will be provided to the Ketchum City Engineer for review and comment.

Assumptions:

- Project Kickoff Meeting to include up to 3 Jacobs staff members for up to 2 hours. Meeting will be virtual.
- Site visit will include up to 3 Jacobs staff and will be coordinated with site visit for Sun Valley City portion of the project. Up to 8 hours each staff member for prep, site visit, and post-visit documentation.
- Scope excludes Geotechnical Engineering services. Geotechnical report provided by City's consultant will be current and complete and will include design of pavement sections for inclusion in the project; Jacobs will develop drawing details for inclusion into the construction package.
- In general, final surface elevation of the road will not change.
- No new curb and gutter is proposed along the length of the project (other than to facilitate two minor drainage improvements, identify bulb-outs, and as needed when installing pedestrian egress points / truncated domes at up to eight (8) locations to be identified by the City (side streets or alleys) per attached map and notes provided by Ketchum City Engineer.
- Basis of design memo will be brief (1-2 pages) but cover information regarding relevant design elements.
- Design deliverables will consist of a 50% and 90% Final Design packages and will be transmitted electronically via email or FTP.
- The City will conduct their technical review in 7-14 calendar days as identified in schedule for Sun Valley project, see attached schedule.
- The 50% Design Review Meeting will be virtual.
- Minimum erosion and sediment control will be developed and included in design. The Construction Contractor will be responsible for developing, applying for, and submitting a final Stormwater Pollution and Prevention Plan (SWPPP) to the Idaho DEQ, as necessary.
- No work outside or past the top back of curb is anticipated except in areas where curb ramps or bulb-out work are planned. All work will be located within existing right-of-way.
- Street furniture (including but not limited to benches, trash cans, signage, street trees and grates, landscaping, light poles and bases, etc.) that needs to be removed for construction will be salvaged and re-installed after construction. No new furnishings are included in the design.
- No new signage is anticipated.
- Design for northeast and southeast corners of Spruce Street and the road repair from there to the City limit will be conducted under the Sun Valley City design package but coordinated with Ketchum City Engineer.
- 90% Final Design will be the bid documents.

- Topographic survey and geotechnical data will be provided by the City by November 8th. Design schedule is aggressive and is directly influenced by completion and delivery of survey and geotechnical data. Delay in obtaining this information, or delivery of incomplete information, will negatively impact scope and schedule, and may result in additional design fees.

Deliverables:

- Electronic design deliverables (PDF) will be provided for review by the appropriate City representative and will consist of the following:
 - o 50% Design
 - Draft design drawings – half size (11”x17”) PDFs – electronic submittal
 - Draft Specifications – general conditions/contractual language/front end specifications, technical specifications
 - Draft Cost Estimate – spreadsheet format
 - o 90% Final Design
 - Final design drawings – half size (11”x17”) PDFs – electronic submittal
 - Final Specifications – general conditions/contractual language/front end specifications, technical specifications
 - Final Cost Estimate – spreadsheet format

TASK 2. Advertise, Award, and Contracting

SUBTASK 2.1 Advertise, Award and Contracting

Activities:

- Advertise bid documents (90% Final Design specifications and drawings) online via QuestCDN and in local paper.
- Answer Bidder’s questions about the project and post responses to QuestCDN.
- Develop recommendation of award for Sun Valley City Council. Coordinate award with Ketchum City Engineer.
- Once awarded, verify insurance, contract, bonds, and create final paperwork to initiate construction start up.

Assumptions:

- Coordination with Ketchum City Engineer happens in a timely manner to enable responses to bidder’s questions within 2 days.
- Scope excludes advertising costs; advertising fees will be paid directly by the City.

TASK 3. Develop Conformed Drawings

SUBTASK 3.1 Develop Conformed Drawings

Activities:

- Meet with contractor to review bid documents on-site and conduct follow-up coordination meeting.
- Adjust specifications and drawings to reflect changes, revisions, additions, deletions to the bid document to develop conformed drawings.

Assumptions:

- One on-site workshop (up to 4 hours, 2 Jacobs staff) with Contractor and Ketchum City Engineer and Sun Valley team to review site and drawings, followed by coordination meeting with City Engineers (up to 2 hours, 2 Jacobs staff). Meeting to be held in conjunction with, or congruent to, similar meeting with the City of Sun Valley.
- Follow up coordination meeting will be virtual, includes prep and 1 hour meeting with Contractor and City Engineers (Ketchum and Sun Valley) to finalize conformed drawing set.
- Changes to the drawings and specifications to be made within 3 weeks of the initial on-site workshop.
- Jacobs will make modifications to the bid documents as required.
- Changes to the drawings and specifications are assumed to be value engineering in nature not re-design
- This scope of work does not include any other services during or after construction, such as review and response to material submittals and requests for information (RFIs).

TASK 4. Project Management

SUBTASK 4.1 Project Management

Activities:

- Managing task order budgets, invoicing, task order quality management and change management.
- The Project Manager will coordinate closely with the Program Manager to provide updates for the Monthly Progress Report and communicate design status overall.
- Project Manager will work closely with Design Engineer and Quality Control reviewer to support successful design.

Assumptions:

- Duration of project is assumed to be late October 2021 through May 2022.

Deliverables:

- Invoice information wrapped into Program Manager overall invoices; delivered monthly.
- Information for Monthly Progress Reports.
- Notes from meetings or decision points as appropriate.

PERIOD OF PERFORMANCE:

Begin: October 28, 2021

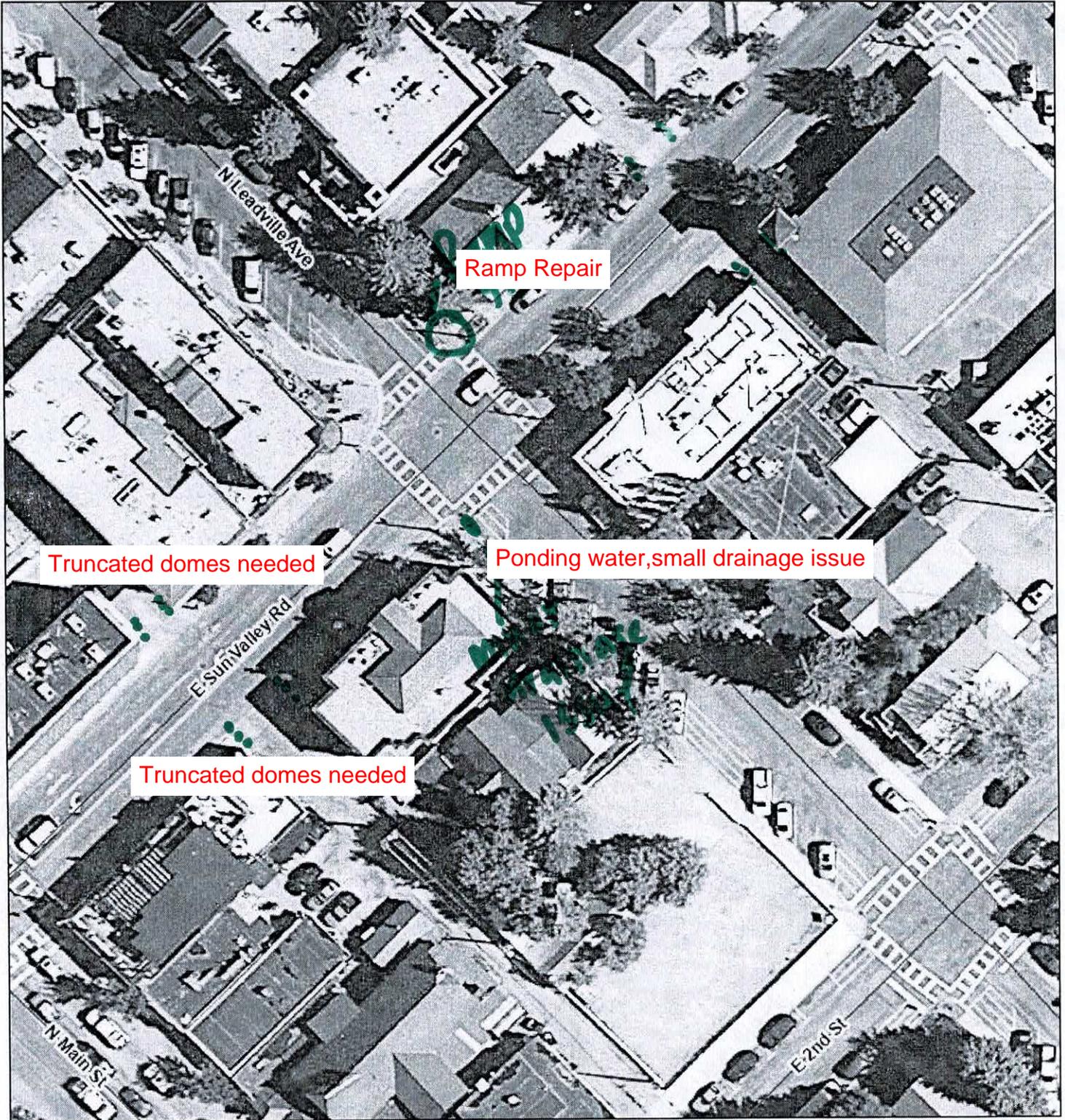
End: May 31, 2022

COMPENSATION:

Total Project Fee Design: \$86,998

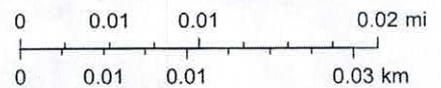
This is a Time & Materials, Not-to-Exceed Amount.

Sun Valley Road Improvements	
<u>Milestone</u>	<u>Date</u>
Design (100%)	
Task Order Finalized	Tuesday, October 26, 2021
50% Design Submittal to City	Friday, November 19, 2021 <i>Thanksgiving Week</i>
City Review Comments Due	Friday, December 3, 2021
Pre-bid Constructability Conference with Contractors	Friday, December 10, 2021 <i>Christmas/New Year's</i>
90% Design Submittal to City	Monday, January 24, 2022
City Review Comments Due	Monday, January 31, 2022
Completion of 90%	Monday, February 7, 2022
Advertise 90%	Tuesday, February 8, 2022
Bid Opening	Tuesday, March 1, 2022
Award	Thursday, March 3, 2022
Contracting	Friday, March 11, 2022
Contractor Review Period (ends)	Friday, March 25, 2022
Task 3 - Conformed Drawings	
Conformed Drawings completed w/ Contractor input - 100%	Friday, April 15, 2022



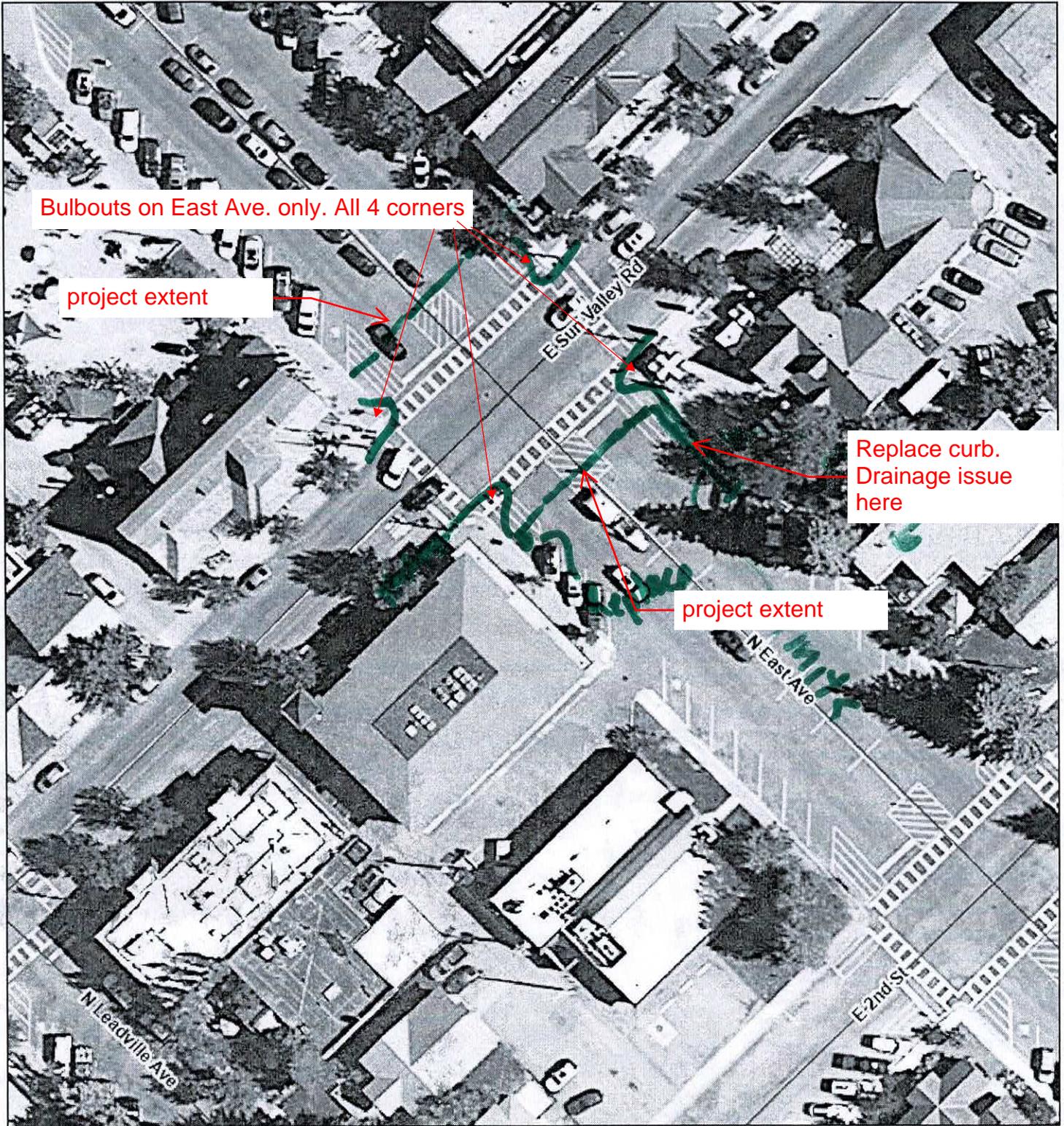
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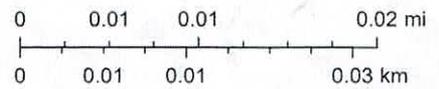
Blaine County GIS



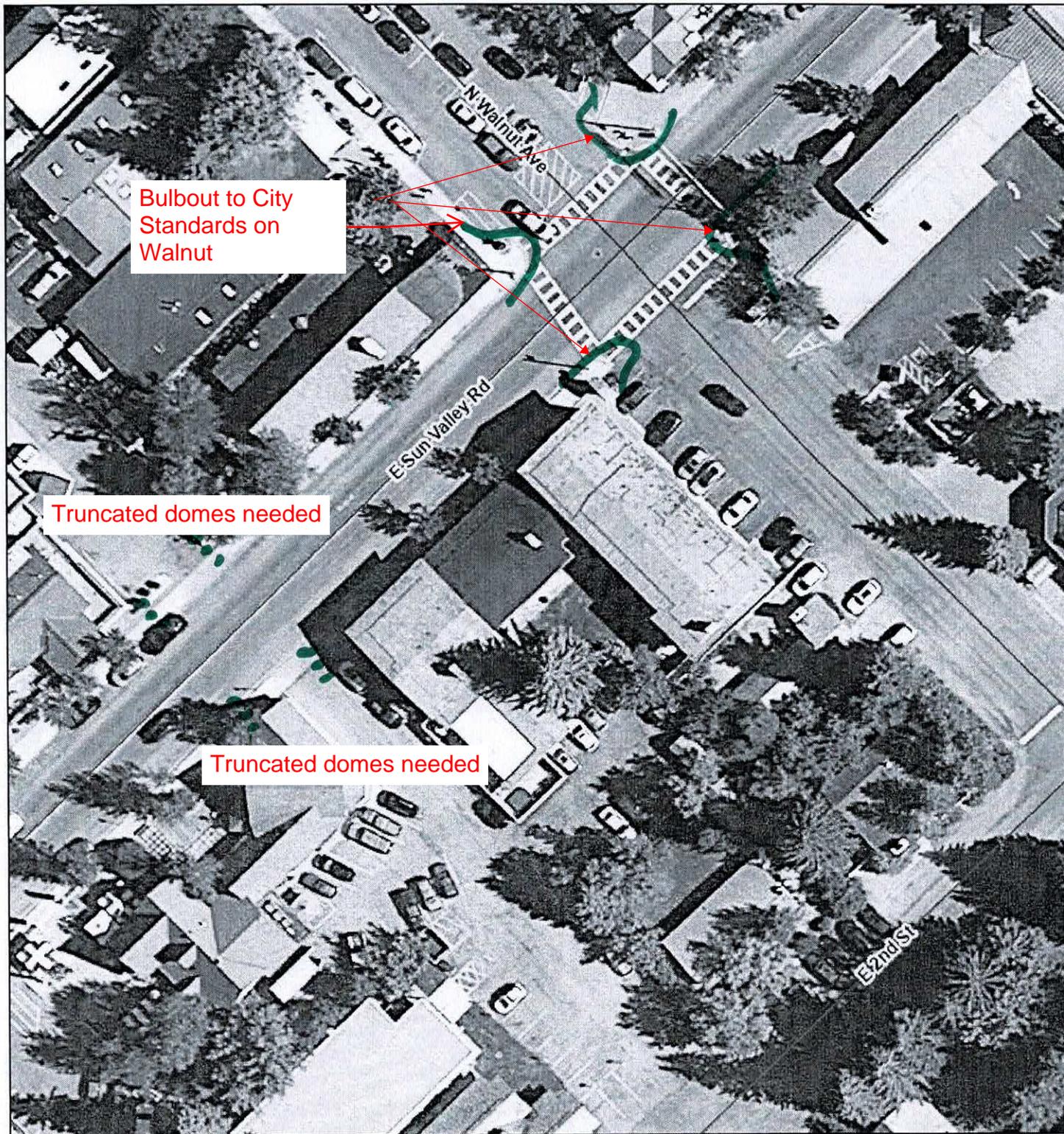
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— Roads

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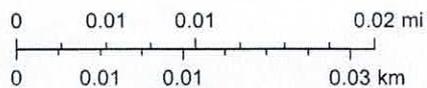
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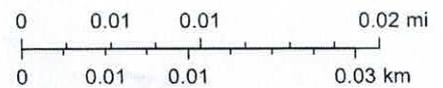
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City of Ketchum, Idaho
Sun Valley Road - Main Street to Spruce Ave - Design
Fee Estimate for Design Services

		LABOR								Total Hours	Total Expenses
		Engineer/ Planner - SR	Engineer/ Planner - MID	Engineer/ Planner - MID	CAD/GIS/ Graphics - SR	CAD/GIS/ Graphics - JR	Engineer/ Planner - MID	CAD/ GIS/ Graphics - SR	Admin/ Tech Writer - SR		
Task	Description	Betsy Roberts	Amanda Thompson	Mateo Franzoia	Leann Hays	Janet Oye	Donna Taggart	Janie Iseri	Heather Peninger		
1.0 50% Design											
1.1	Project Kick Off w client	2	2	2						6	
1.2	Pavement Section Design		4	2						6	
1.3	Roadway Design (includes 2 intersection bulb-out improvements)	2	16	80	4	48				150	
1.4	50% Review Meeting	2	4	4						10	
1.5	Specifications		8					16		24	
1.6	QC	4	4							8	
1.7	Cost Estimate		2	8		8				18	
1.8	Site Viist	4	8	8						20	\$350
1.0 90% Design											
1.7	Roadway Design	2	16	48	4	32				102	
1.8	90% Review Meeting	2	2	4						8	
1.9	Specifications		4					8		12	
1.10	QC	4	4							8	
1.11	Cost Estimate		2	8		8				18	
2.0 Advertise											
2.1	Advertise	1	1	1					4	7	
2.2	Answer bidder questions	2	2	4					2	10	
2.3	Evaluate bids, coordinate and prepare Notice of Award	1	2						1	4	
2.4	Verify contract, bonds, insurance		2						2	4	
3.0 Conformed Drawings											
3.1	Initial Workshop	4	6	6					2	18	
3.3	Developed Conformed Set		4	24		24				52	
3.4	Final Confirmation	1	2	4		4			2	13	
4.0 Project Management											
4.1	Project Management		32				8		16	56	
4.2	Design Team Meetings	8	16	16		16				56	
	<i>Total Hours</i>	39	143	219	8	140	8	24	29	610	
	<i>Hourly Rate</i>	\$195	\$160	\$160	\$150	\$80	\$160	\$150	\$100		
	<i>Total Hours</i>	\$7,605	\$22,880	\$35,040	\$1,200	\$11,200	\$1,280	\$3,600	\$2,900	\$85,705	\$350
	<i>Overall Percentage of Project</i>	8.9%	26.7%	40.9%	1.4%	13.1%	1.5%	4.2%	3.4%		

2022 Labor Escalation: \$943
TOTAL COST: \$86,998

Construction Cost: \$1,000,000
 Percent of construction cost: 8.70%