



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

Sustainability Impact:

Financial Impact:

Attachments:

-
-
-



June 14, 2023

Mr. Gio Tognoni
Water Utilities Supervisor
110 River Ranch Road
Ketchum, ID 83340

Sent via email: gtognoni@ketchumidaho.org

Subject: ***Proposal for Engineering Services
City of Ketchum - Water Facility Plan Addendum***

Dear Gio,

Clear Solutions Engineering, LLC (Clear Solutions) is pleased to submit this proposal to provide engineering services for the Water Facility Plan Addendum project.

BACKGROUND

The City of Ketchum prepared a Water Facilities Plan that was accepted by the Idaho Department of Environmental Quality (IDEQ) in August 2018. The City has made major improvements to the water system in recent years that have significantly reduced water loss. The City would like to evaluate more recent data that better reflects current water usage. This proposal outlines the Scope of Work to prepare a Water Facility Plan Addendum to evaluate recent water usage data and prepare revised water demand projections.

SCOPE OF WORK

Clear Solutions will prepare a Water Facility Plan Addendum to evaluate the most recent five years of water usage data. The Water Facility Plan Addendum will be a concise stand-alone document focused on presenting accurate water demand projections based on recent water usage data. Analysis will include determination of Average Day Demand (ADD), Maximum Day Demand (MDD), and Peak Hour Demand (PHD). Peaking factors will be analyzed for MDD/ADD and PHD/MDD. Historical water demand data and population growth projections will be used to project water demands over a 20-year planning horizon.

Deliverables: Draft Water Facility Plan Addendum for City Review
Address City Comments and Submit Water Facility Plan Addendum for IDEQ Review
Address IDEQ Comments and Finalize Water Facility Plan Addendum

ASSUMPTIONS

This proposal is based on the following assumptions:

- City will provide five years of SCADA data for use in evaluating water demands
- Annual population growth rate of 1.15% will be used per 2018 Facility Plan
- Scope of Work does not include developing a Capital Improvement Plan (CIP)
- Scope of Work does not include revising the 2018 Facility Plan

ESTIMATED BUDGET FOR ENGINEERING SERVICES

Clear Solutions will provide the engineering services described in the Scope of Work on a time and materials basis at the standard billing rates listed below. The estimated budget for completing the tasks described above is:

Total Estimated Engineering Budget **\$12,400**

Direct costs will be billed at actual cost plus 10%. The estimated engineering budget will not be exceeded without further authorization. Hourly rates are shown below. We are ready to begin these tasks immediately upon notice to proceed.

Principal Engineer:	\$170 per hour
Senior Project Manager:	\$150 per hour
Senior Hydrogeologist:	\$145 per hour
Project Manager:	\$145 per hour
Senior Project Engineer:	\$130 per hour
Project Engineer:	\$120 per hour
CADD Designer:	\$105 per hour

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement by affixing signatures in the space provided below. Your signature will be considered notice to proceed. If you have any questions, or require additional information, please do not hesitate to contact us. We look forward to working with you on the project.

Respectfully submitted,
CLEAR SOLUTIONS ENGINEERING, LLC

Accepted By:
CITY OF KETCHUM, IDAHO

By  _____
Eric Landsberg, P.E.
Principal Engineer

By _____

Title _____

Date _____

TERMS AND CONDITIONS

Clear Solutions proposes to provide these services on a time and materials basis. Direct costs (travel, subconsultants, photocopy, etc.) are billed at actual cost plus 10%. Standard payment terms are 30 days after invoice date. Invoices will be sent to the Client monthly, based upon the amount of work complete at time of billing. Failure to make payment within 30 days may delay work and deliverables. Invoices not paid in full within 60 days of invoice are overdue and subject to interest at 12% per annum. Non-payment by the Client may constitute a breach of contract, and all work can be stopped on the project. Any unbilled time already accrued to the project will be invoiced and all outstanding amounts must be paid before resumption of work on the project.

If required, additional Engineering Services will be billed on a time and materials basis at the following rates. Hourly rates are adjusted on January 1st each year.

Principal Engineer:	\$170 per hour
Senior Project Manager	\$150 per hour
Senior Hydrogeologist	\$145 per hour
Project Manager:	\$145 per hour
Senior Project Engineer:	\$130 per hour
Project Engineer:	\$120 per hour
CADD Designer:	\$105 per hour

Clear Solutions will be responsible to a level of competency for professional engineering services presently maintained by other practicing professional consultants performing similar work in the state where the project is located.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and Clear Solutions agree that all disputes between them arising out of or relating to this proposal agreement, or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and Clear Solutions, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clear Solutions to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clear Solutions to the Client shall not exceed the total fee for services rendered on this project, or \$100,000, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Engineer's Opinions of Probable Cost for facilities considered and designed under this Agreement are prepared by Clear Solutions through exercise of its experience and judgement in applying presently available cost data, but it is recognized that Clear Solutions has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that Clear Solutions cannot and does not guarantee that proposals, bids, or project construction costs will not vary from Clear Solutions opinions of probable cost.

1. **Effect of Proposal.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
2. **Merger.** As to the subject matter contained herein, this Proposal shall be the complete, entire, final and exclusive agreement among the parties hereto and incorporates and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the parties.
3. **Amendment.** This Proposal may not be modified or supplemented in any manner or form whatsoever, either by oral or written evidence, or by course of dealing, but only by written amendment signed by all parties hereto.
4. **Legal Fees.** The prevailing party in any litigation or other proceeding brought to enforce the terms of this agreement shall be entitled to receive from the non-prevailing party its attorneys' fees, paralegals' fees, and litigation-related costs if ordered by a court or otherwise required by law.
5. **Execution in Counterparts.** This Proposal may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. This Proposal may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.
6. **Governing Law and Venue.** This agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Idaho. Any action arising out of or in connection with this Proposal shall be heard in the District Court for the Fourth Judicial District of the State of Idaho, in and for Ada County.



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: 23112

To: 6032 CLEAR SOLUTIONS ENGINEERING LLC PO BOX 538 EAGLE ID 83616	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/20/2023	BANCONA	BANCONA	Utilities/Water	0	

Quantity	Description	Unit Price	Total
1.00	WATER FACILITY PLAN ADDENDUM 63-4340-4200	12,400.00	12,400.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		12,400.00

 Authorized Signature