



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Purchase Order amendment is for NTE amount of \$505,000. Adequate funds exist within the Main St Rehab account."/>
---	--

Attachments:

-
-

**Task Order No. 4: _Amendment 3 (24066) to Main Street Rehabilitation – River Street to
10th Street CONSTRUCTION MANAGEMENT SERVICES**

Effective Date: _____

This Amendment is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" (#22841) between the City of Ketchum ("Client") and Jacob Engineering Group Inc. ("JACOBS"), dated April 12, 2023 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order. However, in case of conflict, the terms of the Agreement shall control.

Services Authorized

Client authorizes JACOBS to perform the Services described in Task Order 4, Amendment 3 – Scope of Services: Construction Management Services, attached hereto and incorporated herein.

Pricing

\$505,000 including:

Jacobs - \$455,000

GGLO - \$50,000

Time and Expense per Attached Scope.

Schedule as outlined in Scope below.

JACOBS ENGINEERING GROUP INC.

CITY OF KETCHUM, IDAHO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Task Order 4

Amendment 3 (24066) - Scope of Services

CONSTRUCTION MANAGEMENT SERVICES

Main Street Rehabilitation – River Street to 10th Street

This 3rd Amendment will cover the effort necessary to provide Additional Services associated with the Construction Management (CM) Services and Design Services During Construction (SDC) for the Main Street from River Street to 10th Street Project. The work covered by this proposal will be executed in alignment with the most current Project Execution Plan which includes decision-making, cost sharing/reimbursement, communication, and conflict resolution. The task order begins after the Bid Opening on March 21, 2024, and extends through construction completion and project close-out, estimated to be end of December 31, 2024. GGLO is included in this Amendment as a subconsultant to provide Streetscape and Art/History design support during construction. GGLO's scope of work is attached at the end of this document.

Task Order Team:

Program Manager: Betsy Roberts
Design Quality Manager: Heather Carroll
Program Construction Manager: Travis Casch
Principal In Charge: John Barker
Design Services During Construction (SDC):
 Engineer of Record: Mateo Franzoia
 Engineering Design Support: Chuck Guthrie
 Jr Engineer - Financial Support: Corey Glassey
Construction Management (CM):
 Sr. Construction Manager: Dale Wilson
 Resident Project Representative: Steven Peters

Project Assumptions:

1. 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.
2. All work will be located within existing right-of-way or within an easement secured by the City.
3. Specifications for trees, tree cells, grates, light poles, and other street furnishings will be specified by GGLO and incorporated into the construction documents.

4. Technical specifications will follow ITDs standard specifications and format. Additional specifications will be provided as needed for special engineering construction items (Jacobs) and streetscape portion of work (provided by GGLO).

TASK 1 – Contracting, Partnering and Preconstruction

This task covers the Contracting, Partnering and Preconstruction Meetings for an opportunity to communicate requirements and expectation of the Main Street from River Street to 10th Street Project during construction:

SUBTASK 1.1. Partnering Meeting

Objectives:

- Establish an understanding of goals for each party (City of Ketchum, Jacobs, GGLO, Construction Contractor) associated with the Work defined in the Contract Documents and identify method for reaching those through a mutually beneficial process.
- Support the development of strong relationships at all levels between the Cities, Jacobs Design and Construction Management teams, and the Contractor.
- Develop a method for progress check-in and issues resolution.
- Foster a collaborative, proactive, and open atmosphere among team members.
- Create a safe environment for speaking up and identification of issues.

Activities:

- There will be one Partnering Meeting held in Ketchum that is anticipated to take up to 2 hours. Effort for this activity will include preparation time and review and collaboration of the Task Order Team.
- The Program Manager and Program Construction Manager will facilitate bi-weekly check-ins with the Executive Committee to confirm that project team members are meeting the expectations established during the Partnering Meeting. If follow up meetings are required to respond to concerns before they become issues, these will be conducted via conference call as appropriate to the situation. A section on the status of Partnering will be provided in the Monthly Progress Report.

Assumptions:

1. Up to 7 Jacobs staff will attend; anticipated attendance includes Program Manager, Principal in Charge (as Facilitator), Program Construction Manager, Sr. Construction Manager, Resident Project Representative, Engineer of Record, and Design Engineer.
2. Meeting notes, established goals, and project charter will be prepared by the Jacobs team and reviewed by all members present at the Partnering Meeting. A signature page will also be developed for all partners to sign.
3. Partnering Meeting will be held in conjunction with the Preconstruction Meeting to reduce labor and travel expenses.
4. Travel expenses to cover rental cars, fuel, and lunch are included in this task.
5. Level of Effort in fee estimate for Partnering follow up meetings is based on 11 one-hour conference calls conducted approximately bi-weekly during the Construction Season, to be attended remotely by Program Manager and Program Construction Manager.

6. Effort is dependent upon open, engaged participation from the following individuals:
 - City of Ketchum: Project Manager - Ben Whipple
 - Contractor: Regional Operations Manager, Project Manager & Superintendent

Deliverables:

1. Meeting notes
2. Project Charter

SUBTASK 1.2. Preconstruction Meeting

Objective: Purpose of the meeting is to provide all stakeholders (internal and external) with a summary-level understanding of the upcoming project and identify critical coordination items.

Activities:

- Develop agenda, invite attendees, facilitate meeting, and prepare notes for distribution.
- The preconstruction Meeting generally includes project-focused City staff, Jacobs Design and Construction Management teams, the Contractor Superintendent and Foreman, utility representatives, and impacted business or property owners.

Assumptions:

1. Meeting will take place on site and is estimated to be 1 hour. Meeting will be held in conjunction with the Partnering meeting to minimize labor and travel costs.
2. Jacobs' Design Engineer will facilitate the meeting. Up to 4 Jacobs staff will attend; anticipated attendees include Design Engineer, Sr. Construction Manager, Program Manager, and Resident Project Representative.
3. Meeting notes will be prepared and shared with all in attendance.
4. Travel expenses to cover hotel and dinner are covered in this task; other travel expenses are included in the Partnering Meeting task.
5. Jacobs to provide draft list of attendees, City to review and confirm attendees.

Deliverables:

1. Draft Attendee List
2. Meeting Invitation and Agenda
3. Meeting notes

SUBTASK 1.3. Contracting Support

Objective: As part of the Conformed Drawings approach to bid and construction, modifications to the Agreement are developed to match changes made during the Conformed Drawings workshop.

Activities:

- Conduct Conformed Drawings Workshop – this workshop is conducted with the Contractor to identify and advance value engineering concepts, adjust items to reflect contractor approach, etc.

- Update Agreement form and corresponding contract documents as needed to reflect changes developed during the Conformed Drawings workshop. This workshop includes a value engineering approach which often results in changes.
- Develop a RFP for third party Materials Testing meeting ITD standards to select a materials testing firm to be contracted directly to the City for the duration of the project.

Assumptions:

1. Assume up to 6 Jacobs staff in attendance at Workshop for up to 4 hours. Effort includes workshop preparation and facilitation.

Deliverables:

1. Updated Agreement Form ready for execution by City and Contractor
2. Updated corresponding contract documents to support changes
3. Draft RFP for Materials Testing for City use in selecting a consultant team

TASK 2 – Design Services During Construction (SDC)

Objective: Complete design for which final owner decisions have not been made and provide engineering support during construction consisting of interpretation of drawings, response to differing field conditions requiring design modification, and other design related reviews and evaluations. Work with City staff for Council and public involvement.

Activities:

- Completion of design for pending elements includes items such as:
 - 5th St Infill decisions and final design (new or existing wall, trees, pavers, etc.)
 - 2nd St conduct structural engineering for design (had anticipated Frost was doing this)
 - ITS – work with City to make final selection on control products for signals
- Support City staff for presentations to Council and public.
- Permanent and temporary construction easement coordination.
- Reviewing and tracking submittals.
- Participation in Weekly Construction Meetings
- Coordination with Contractor's surveyor (providing electronic drawing files).
- Replying to Requests for Information (RFIs) and clarifications. Provide drawings or sketches to support both when needed.
- Support for requests for quotation (RFQ).
- Work Change Directive (WCD) assistance.
- Change Order (CO) support.
- Creating record drawings at project closeout.

Assumptions:

1. City will provide final decisions on remaining items to be designed in a timely manner.
2. Presentation support assumes up to 6 hours of support for 4 events
3. Submittals will be collected and maintained by the Resident Project Representative. Resident Project Representative will review submittals for general conformance with contract

documents and distribute to Design Engineer. Design Engineer will review Submittals to determine if they are:

- Approved and meet contract document requirements or,
 - Rejected and do not meet contract documents. Initiating a Revise and Resubmit.
4. Estimated number of submittals is 40. Resident Project Representative will log, track, and distribute submittals at 1 hour per submittal. Design Engineers will review 30 submittals at 1 hour each and 10 submittals at 30 minutes each (total of 35 hours). Below is a list of anticipated submittals:
- Aggregates – concrete, asphalt (est. 6)
 - Asphalt mix designs (est. 2)
 - Concrete mix designs (est. 4)
 - Catch Basins – boxes & grates (est. 2)
 - Pipe Material (est. 3)
 - Pipe Fittings (est. 5)
 - Trench Backfill (est. 2)
 - Import Material (est. 3)
 - CLSM (est. 1)
 - Drain Rock (est. 2)
 - Drywall Materials (est. 3)
 - Truncated Domes (est. 1)
5. Estimated number of RFIs is 40. Assume 2 hours per RFI for Design Engineer, 0.5 hours per CADD tech. Program Manager will have estimated 0.5 hours per RFI to provide City Engineer review and perspective. Document Controls Lead will have estimated 0.5 hours per RFI to log, distribute and track.
6. Sr. Construction Manager will provide lead effort on change orders, work change directives, and requests for quotation such that the effort for Design Engineers does not exceed 90 hours and 12 hours for CADD tech and Document Control Lead. Program Manager time will be included at 10 hours total.
7. Design Engineer and Program Manager are expected to make 5 Site visits to assist with issue resolution onsite periodically, estimated at 8-hrs each including travel time.
8. Develop Record Drawings
- Resident Project Representative will coordinate the development and maintenance of project notes throughout construction process and will coordinate with Contractor's notes to provide final mark-up set to Design Engineers for use in Record Drawing development.
 - Electronic as-built/record drawings will be created by Design Engineers. Record drawings will be produced by the end of the calendar year and assumes 1 hour/sheet for plan views and 15 min for general and typical section sheets – for a total anticipated effort of 75 hours.
 - Record drawings will be prepared based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact way the project was constructed. Jacobs is not responsible for any errors or omissions in the information provided by others incorporated into the record drawings.

9. Coordination with Contractor's surveyor is limited to answering questions and providing electronic information for construction staking only (16 hours for Design Engineer).
10. Services are subject to Article 9 in the MSA

Deliverables:

1. Submittal review logs and documentation
2. Record Drawings

TASK 3 – Construction Management and Observation

Construction Management has been broken down into the following functions:

- Construction Contract Administration
- Quality Management and Observation

Jacobs is proposing to provide one part-time Sr. Construction Manager to mostly fill the Construction Contract Administration role. For the Quality Management and Construction Observation roles, Jacobs is planning to provide one full-time Resident Project Representative.

SUBTASK 3.1. Construction Contract Administration

Objective: Successful administration of the Construction Contract and Quality Management processes, resulting in effective administration of the construction contract.

Activities:

- Manage communications and issue escalation process.
- Review Contractor schedules and track progress relative to Contract Milestones.
- Develop Project Health, Safety & Environment Plan (PHSEP) for project and site review by Jacobs Regional Health and Safety Representative.
- Provide Daily Roadwork Activities email to City of Ketchum, Project Team, and other important stakeholders in the community.
- Lead Weekly Construction Progress meetings and provide meeting documentation/notes.
- Manage Submittal process.
- Initiate Requests for Information (RFIs) and clarifications to the Contract Documents as appropriate.
- Create and distribute Change Orders. Recommend to the Owner Change Orders, as appropriate, and coordinate with Design Engineers.
- Review and process Pay Applications.
- Receive, review and transmit Contractor's Completion Documents to City of Ketchum.
- Promptly after Contractor considers the Work ready for its intended use, Jacobs will facilitate a walkthrough, in company with City of Ketchum and Contractor, to determine whether the Work is substantially complete based on the Contract Documents. If the Work to be substantially complete, a certificate of Substantial Completion will be delivered to City of Ketchum and Contractor.

Assumptions:

1. Duration is assumed to be 28 weeks (mid-April through mid-October) at 8 hours/week.

2. Hourly assumption for RFI's, Change Orders, Pay Apps etc. are not specifically identified for the Construction Management team in the field, because they are assumed to be full time on-site staff, and the effort will be absorbed into their day.

Deliverables:

1. Weekly Meeting Minutes
2. RFIs
3. Change Orders
4. Pay Applications
5. Certificate of Substantial Completion

SUBTASK 3.2. Quality Management and Observation

Objective: Successful administration of the Quality Management and Observation processes, resulting in effective observation and monitoring of construction contractor's work and progress and efficient communication, elevation, and resolution of issues.

Activities:

- Assist in the selection of an independent testing laboratory to perform Testing Services.
- Make regular visits to the Project Site to observe construction progress.
 - Observations are not intended to be exhaustive or to involve detailed inspections of the Work in progress, but rather are to be limited to spot checking and general observation of the Work based on professional judgment to confirm general compliance with design.
 - Sr. Construction Manager and Resident Project Representative to recommend Work be rejected if such Work is defective under the standards set forth in the Contract Documents. Defective work being either unable to produce a completed Project that conforms to the Contract Documents or jeopardizing the integrity of the Project as a whole.
- Respond to Contractor in field to provide construction document clarification where possible or elevate question/issue to Sr. Construction Manager and Design Engineers.
- Work with Contractor to resolve potential quality challenges in the field. Identify issues pertaining to quality, timing, public interaction, or other potential issues and elevate to Resident Project Representative for timely resolution.
- Administer consistent, methodical, and proactive approach to observation and monitoring of quality requirements, resulting in Contractor's work generally meeting project's technical requirements.
- Resident Project Representative will work closely with Sr. Construction Manager, Program Construction Manager, Design Engineers, and Program Manager to ensure communication is fluid between all parties.

Assumptions:

1. Duration is assumed to be 28 weeks (mid-April through mid-October) at 45 hours/week.
2. City of Ketchum to provide office space, as required, for Construction Management team with:
 - Secure location for storage of project equipment
 - Internet Access and connection to functioning printers and copiers.

3. Travel, per diem, and housing expenses are included in the Task Order costs.
4. Review of all shop drawings, samples, and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from their responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.
5. City of Ketchum will assign a Construction Project Manager to act as single point of contact to expedite decision-making throughout Construction duration.
6. The use of the term "inspection" in relation to Jacobs services is synonymous with "construction observation" and means performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in general conformance with the Contract Documents; and notifying the City if Work does not generally conform to the Contract Documents or requires special inspection or testing.
7. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Deliverables:

1. Materials Testing Reports
2. Daily field notes upon completion of observations.
3. Photos during construction.

TASK 4 -Project Management

Objective: Successful management of this specific Construction Management and SDC Task Order and successful coordination of invoicing consistent with cost sharing agreement between City of Ketchum and ITD.

Activities:

- The Project Manager will coordinate closely with the Jacobs team to monitor outstanding issues, schedule impacts, construction concerns, and to ensure adherence to the PXP and Team Charter by all partners. Clear, concise communication and proactive culture is essential for project success
- Project Manager will provide updates for the Monthly Progress as part of the invoice.
- Project Manager will work closely with Program Construction Manager, Sr. Construction Manager, and Resident Project Representative to support successful construction management.

- Lead development of the Construction Management and SDC Task Order to ensure Scope of Work is reflective of decisions made and is prepared in a timely manner for Council approval.
- 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 Program Manager's Monthly Progress Report and communicate Construction Management status overall. Project Manager will work closely with Onsite Construction Inspector to support contract administration needs and to push issue escalation to resolution when required.

Assumptions:

1. Duration is assumed to be 9 months (April through December)
2. Bi-Weekly site visits by Project Manager will be conducted during the construction phase to work with team in the field and observe progress and team interaction first-hand, 8 site visits total estimated at 8 hours each including travel time.
3. Monthly invoice coordination with Program Manager (2 hours per invoice) to ensure invoicing is in alignment with cost sharing agreement between City of Ketchum and ITD.

Deliverables:

1. Invoice information provided as part of Program Manager overall invoices.
2. Information for Monthly Progress Reports
3. Notes from meetings or decision points as appropriate.

PERIOD OF PERFORMANCE: March through December 2024

COMPENSATION:

Total Project Fee Design:

Jacobs - \$455,000

GGLO - \$50,000

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

ATTACHMENTS:

1. There is one attachment covering scope of work for GGLO.

Attachment C to PSA #148050820 between GGLO and Jacobs – Amendment for Construction Management Services for Ketchum Main Street

Date: March 18, 2024

Project: City of Ketchum (COK): Main Street Rehabilitation – Construction Management

GGLO Project 2023116; Jacobs Project W3Y18400

Project Description:

This scope of work is for construction observation and continued design support for the pedestrian realm of Main Street/Hwy 75 from River Street to 10th Street. Elements include street trees and silva cells, sand set pavers, ornamental pedestrian lights, site furnishings (benches, bike racks, trash/recycle receptacles), signage/wayfinding.

Scope of Services

Ongoing Design Support

Tasks Include:

- Final finish and detail confirmation for City of Ketchum direct purchase and installed site furnishings, including summary package of selections.
- Preliminary design for 5th street sidewalk extension and sidewalk along west side/down slope of Backwoods.
- Continued iterations and documentation support for property Owner conversations.
- (2) Additional meetings with Arts & History working group.
- Project Management & Administration.

Deliverables: Updated Design Package (11x17 electronic pdf)

- Site Furnishings and Finishes Package
- Updated Arts & History Package

Construction Observation

Tasks Include:

- Submittal Review for Contractor provided items (topsoil, irrigation, silva cells, pavers, and street trees) – up to 2 rounds per submittal.

- Materials Review for City of Ketchum provided items (ornamental pole mounted pedestrian lights, benches, bike racks, trash receptacles, planters).
- Review of street trees at the nursery for quality control prior to planting.
- Respond to RFI's.
- Provide Addenda and ASI's.
- Construction Site Observation Visits (up to 8).
- Punch list walk through at substantial completion.

Reimbursable Expenses

Include:

- Travel (gas, mileage)
- Hotel
- Printing and Mounting
- Meals

Compensation and Timeline:

Task	Terms	Fee	Timeline
Ongoing Design Support	T&M (Estimated, hourly; Not to Exceed)	\$16,000	April – June 2024
Construction Observation	T&M (Estimated, hourly; Not to Exceed)	\$32,000	April – October 2024
Reimbursable Expenses	T&M (Estimated; Not to Exceed)	\$2,000	
Total		\$50,000	



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: 24066

To: 5737 JACOBS ENGINEERING GROUP, INC. PO BOX 5018713 ST LOUIS MO 63150-8713	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2024	KCHOMA	KCHOMA		0	

Quantity	Description			Unit Price	Total
1.00	MAIN STREET REHABILITATION	03-4193-7135	713501	307,640.00	307,640.00
1.00	MAIN STREET REHABILITATION	03-4193-7135	713502	34,000.00	34,000.00
1.00	TO4 CONSTRUCTION SERVICES ROAD	03-4193-7135	713501	273,000.00	273,000.00
1.00	TO4 CONSTRUCTION SERVICES PED	03-4193-7135	713502	232,000.00	232,000.00
				SHIPPING & HANDLING	0.00
				TOTAL PO AMOUNT	846,640.00

 Authorized Signature