



City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend and Increase Professional Services Agreement Contract #20297 with Galena Engineering, Inc. for Sidewalk Infill Design

Recommendation and Summary

Staff is recommending Council approve a contract increase to Professional Services Agreement #20297 with Galena Engineers and adopt the following motion:

“I move to approve extending and increase Contract #20297 with Galena Engineering, Inc.”

The reasons for the recommendation are as follows:

- Continue supporting ongoing efforts to enhance pedestrian infrastructure within the city.
- Support redesign efforts for previously designed sections that have been impacted by development
- Finalize sidewalk design for bidding and construction for sidewalk sections in 2022

Introduction and History

Providing a safe, complete, and comprehensive pedestrian circulation system is a vision of the City that has been identified in various plans and studies. Since 2017 sidewalk sections along 5th St., Warm Springs Ave., 1st Ave., 2nd Ave., and Washington St. have been constructed.

Per Idaho Code Title 67-2320, the City of Ketchum solicited Statements of Qualifications (SOQ's) from qualified Professional Engineering firms to provide professional engineering, planning, surveying, construction administration, and related services for developing new city sidewalks. Through the qualificationbased selection (QBS) Galena Engineering was selected.

Analysis

Extending and increasing Galena's contract will facilitate the City's ability to move forward with finalizing design of five sidewalk infill sections (Q3-2, Q3-3, Q3-4, Q3-6, and Q3-8) for construction bidding in 2022.

Financial Impact

The cost for Galena's services is \$15,250.00.

Attachments:

Amendment to Professional Services Agreement Contract #20297
Scope of Work

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT: Contract #20297**

Contract #20297 is amended as follows:

1. SCOPE OF WORK: Contractor will provided the following services: preparation of base mapping/survey, design criteria, engineering analysis, engineer’s opinion of probable cost, preliminary design plans, final design plans and specifications, site visits, construction bidding support, construction RFI and submittal review, and as-built construction drawings as directed by the City Administrator or his/her designee.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor on a time and material basis not to exceed amount of \$211,404.00 for services rendered under this Agreement as follows:

Original PSA Contract:	161,404.00
Previous Amendments:	50,000.00
This Amendment:	15,250.00
Revised PSA, PSWO Amount:	226,654.00

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in Section 30 and shall remain in effect for two (2) years unless terminated by either party as specified as set forth in this agreement.

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

CONTRACTOR – GALENA ENGINEERING INC.

By: _____
Neil Bradshaw
Mayor

By: _____
Sean Flynn
Corporate Vice President

DATE: _____

DATE: _____

ATTEST:

By: _____
City Clerk

DATE: _____

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

PROJECT NUMBER: _____

PROJECT NAME: City of Ketchum 2022 Sidewalk Infill

CLIENT: City of Ketchum

CONTACT: Sherri Newland

COMPANY: City of Ketchum

Telephone _____ Cellular 208-861-7593

Fax _____ Email snewland@ketchumidaho.org

BILLING ADDRESS:

City of Ketchum

(Owner? yes or no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

JOB LOCATION:

Q3-2, Q3-3, Q3-4, Q3-6 & Q3-8

THIS AGREEMENT entered into this 6th day of January, 2022, between City of Ketchum,
(the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to construct the above listed sidewalk sections.

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

SERVICES TO BE PERFORMED BY GALENA

GALENA will perform 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: Not To Exceed \$15,250 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: 01/06/22

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 _____

Civil Design Scope and Fee Estimate for Ketchum 2022 Sidewalk Infill Project

12/17/21 SMF File: P:\Data\Proposals\2021 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$150	\$140	\$130	\$110	

1.00 Q3-2

1.01	Amend design to 6" rolled curb. Other minor review and revisions.				8.0	\$880
1.02	Prepare cost estimate (quantities and cost)	1.0			1.0	\$260
1.03	Specification preparation	2.0			1.0	\$410
1.04	Construction support	2.0				\$300
1.05	Subcontractor (structural engineer for retaining wall design)					\$2,000
Man Hours Subtotal		5.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$750	\$0	\$0	\$1,100	
Total Opinion of Probable Cost This Sidewalk Section						\$3,850

2.00 Q3-3

2.01	Amend design to 6" rolled curb. Other minor review and revisions.				8.0	\$880
2.02	Prepare cost estimate (quantities and cost)	1.0			1.0	\$260
2.03	Specification preparation	2.0			1.0	\$410
2.04	Construction support	2.0				\$300
Man Hours Subtotal		5.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$750	\$0	\$0	\$1,100	
Total Opinion of Probable Cost This Sidewalk Section						\$1,850

3.00 Q3-4

3.01	Amend design to 6" rolled curb. Other minor review and revisions.				8.0	\$880
3.02	Prepare cost estimate (quantities and cost)	1.0			1.0	\$260
3.03	Specification preparation	2.0			1.0	\$410
3.04	Construction support	2.0				\$300
3.05	Subcontractor (structural engineer for retaining wall design)					\$2,000
Man Hours Subtotal		5.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$750	\$0	\$0	\$1,100	
Total Opinion of Probable Cost This Sidewalk Section						\$3,850

4.00 Q3-6

4.01	Amend design to 6" rolled curb. Amend to remove sidewalk in front of 780 N 1st Ave. Other minor review and revisions.				8.0	\$880
4.02	Prepare cost estimate (quantities and cost)	1.0			1.0	\$260
4.03	Specification preparation	2.0			1.0	\$410
4.04	Construction support	2.0				\$300
Man Hours Subtotal		5.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$750	\$0	\$0	\$1,100	
Total Opinion of Probable Cost This Sidewalk Section						\$1,850

5.00 Q3-8

5.01	Amend design to 6" rolled curb. Amend to remove sidewalk in front of 760 N Wash Ave. Other minor review and revisions.				8.0	\$880
5.02	Prepare cost estimate (quantities and cost)	1.0			1.0	\$260
5.03	Specification preparation	2.0			1.0	\$410
5.04	Construction support	2.0				\$300
5.05	Subcontractor (structural engineer for retaining wall design)					\$2,000
Man Hours Subtotal		5.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$750	\$0	\$0	\$1,100	
Total Opinion of Probable Cost This Sidewalk Section						\$3,850

Total Opinion of Probable Cost **\$15,250**