



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20690, Galena Engineering Professional Services Agreement for Ketchum/Sun Valley Treatment Plant Paving Project

Recommendation and Summary

Staff recommends the Council approve Contract #20690 and adopt the following motion:

"I move to approve Contract #20690, Galena Engineering Professional Services Agreement for Ketchum/Sun Valley Treatment Plant Paving Project, with a not-to-exceed cost of \$12,370.00 and authorize the Mayor to sign it."

Introduction and History

The City of Ketchum/Sun Valley Water and Sewer District Wastewater Treatment Plant parking lot and building access was originally installed and paved in 1968. Over the years, several building projects and plant upgrades have added to or removed sections of the roads and parking lot making the pavement a patchwork of old, new, and missing portions. The most recent building project at the treatment plant, the headworks building, required a manhole in the access road to the north end of the plant to be raised approximately two feet. The roadway needs to be shifted to go around this obstacle. Also, the existing parking lot and roadway drainage system does not meet current code.

A scaled down version of this project was budgeted for in FY21, but the complexity of the project necessitated more involved surveying and engineering than was expected.

Analysis

This task order would authorize Galena Engineering to:

- Conduct a Site Survey,
- Design a Grading and Drainage Plan, and
- Assist in Construction Administration.

Sustainability

The 2020 Ketchum Sustainability Action Plan does not apply to this project.

Financial Impact

Galena Engineering estimates a not to exceed professional services fee of \$12,370.00. The cost for this contract will be divided equally with the Sun Valley Water and Sewer District as this is a capital improvement project. Funding for the task order will come from the FY21 Wastewater Capital Improvement Fund.

Sincerely,



Mick Mummert
Wastewater Dept. Supervisor

Attachment(s):

Galena Engineering, Inc. Professional Services Agreement/Work Order
Galena Engineering, Inc. Civil and Surveying Scope and Fee Estimate

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

PROJECT NUMBER: _____

PROJECT NAME: Ketchum/Sun Valley Treatment Plant Paving Project

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:

Ketchum/Sun Valley Wastewater Treatment Plant

THIS AGREEMENT entered into this 24th 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 improve the asphalt surface and drainage at the treatment plant.

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: **\$12,370 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 : _____

TITLE: _____

Date: _____

BY :



TITLE: President

Date: 08/24/21

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 _____

Civil and Surveying Scope and Fee Estimate for Ketchum/Sun Valley Treatment Plant Paving Project

08/06/21 SMF File: P:\Data\Proposals\2021 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Survey Crew		Engineering/Surveying 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 survey crews	2.0					\$280
1.02	Prepare survey calcs		1.0				\$130
1.03	Water Department Area survey			8.0	8.0		\$1,720
1.04	Treatment Plant Area survey			8.0	8.0		\$1,720
1.05	Prepare survey drawing	1.0	2.0			16.0	\$2,160
Man Hours Subtotal		3.0	3.0	16.0	16.0	16.0	
Opinion of Probable Cost Per Position		\$420	\$390	\$2,240	\$1,200	\$1,760	
Opinion of Probable Cost This Task						\$6,010	

2.00 Water Department Area Grading and Drainage Design

2.01	Review design concepts with client	3.0					\$420
2.02	Prepare preliminary design drawing	4.0				16.0	\$2,320
2.03	Review preliminary design with City	2.0					\$280
2.04	Prepare final design drawing	2.0				6.0	\$940
Man Hours Subtotal		11.0	0.0	0.0	0.0	22.0	
Opinion of Probable Cost Per Position		\$1,540	\$0	\$0	\$0	\$2,420	
Opinion of Probable Cost This Task						\$3,960	

3.00 Construction Administration

3.01	Prepare abbreviated bidding documents	8.0				4.0	\$1,560
3.02	Attend Pre-bid conference	2.0					\$280
3.03	Construction Q and A	4.0					\$560
Man Hours Subtotal		14.0	0.0	0.0	0.0	4.0	
Opinion of Probable Cost Per Position		\$1,960	\$0	\$0	\$0	\$440	
Opinion of Probable Cost This Task						\$2,400	

Total Opinion of Probable Cost \$12,370