



City of Ketchum
City Hall

June 15, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Agreement #20477
with CSHQA for New City Hall Architectural Services**

Recommendation and Summary

Staff is recommending City Council provide authorization to the Mayor to enter into an agreement with CSHQA for the new city hall architectural services.

"I move to approve Agreement #20477 with CSHQA for architectural services for the new city hall."

The reasons for the recommendation are as follows:

- In 2018, the City purchased 191 5th Street for a new city hall.
- The city plans to relocate to the new city hall in May 2021.

Introduction and History

For the past several years, the City of Ketchum has been working toward new facilities for the current operations at City Hall. The Ketchum Fire Department will be moving into their new facility in the fall of 2021, and the remaining city hall operations will relocate to 191 5th Street in May 2021. The building is approximately 15,600 square feet and is currently configured as a professional office building on the three above-grade levels with storage units in the basement. Before moving forward, it is necessary to develop a space analysis to determine the space need, configuration, and associated costs. Entering into a contract with CSHQA will allow them to prepare the space needs analysis, options and cost estimates.

Analysis

On February 19, 2020, the City released a Request for Proposals (RFP) for architectural services for a new city hall. On March 12, the City received 6 proposals; 5 were deemed responsive to the RFP. On May 14, 2020, interviews were held with three firms that submitted the most highly ranked proposals. The interview panel consisted of staff and a representative from the Ketchum Sustainability Advisory Committee. The City initiated negotiations with CSHQA, the top ranked proposer.

CSHQA has provided a proposal to perform the programming tasks and develop conceptual designs and cost estimates (Phase 1 of the project). Programming space needs and plans, building survey report, preliminary LEED report and cost estimates associated with certain options will be presented to City Council at the July 20, 2020 meeting for their consideration. Phase 2 of the project will include development of construction documents as well as support the City during the construction phases of the remodel. Phase 2 is not included in the scope of this contract.

Sustainability Impact

The project will evaluate the existing systems and structure with the goal of achieving LEED certification or equivalent, if possible.

Financial Requirement/Impact

CSHQA has provided a proposal for Phase 1 services for \$31,287. The first phase of the project is being funded from the essential services facility fund that was created to facilitate the exit from the current City Hall. The approved FY20 budget includes \$50,000 to fund the programming study.

Attachments:

Contract #20477

INDEPENDENT CONTRACTOR AGREEMENT #20477

This Professional Services Agreement (“Agreement”) is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho (“City”), and CSHQA, (“Contractor”).

RECITALS

Whereas, the City of Ketchum purchased the building at 191 5th Street for a new City Hall;

Whereas, there is a need to conduct a space analysis and cost estimate for the new facility;

Whereas, the City interviewed and selected CSHQA to perform the analysis and cost estimate;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Contractor will provide the services outlined in the CSHQA Proposal for Architectural Services (Attachment A), in adherence to the Phase 1 Schedule (Attachment B).

Phase 2 of the project will include Schematic Design, Design Development, Construction Documents, Construction Administration and Closeout Documentation, with an expected move-in date of May 1, 2021. Phase 2 is not included in the scope of this contract.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor for services rendered under this Agreement thirty-one thousand, two hundred eighty-seven dollars (\$31,287) and reimbursable expenses.

(a) Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

(b) All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

4. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

5. **LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

6. **FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

7. **WORKER'S COMPENSATION:** While performing duties within the scope of the professional services, as set forth herein, Contractor shall be covered under the City's workers compensation liability policy.

8. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

9. **CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

10. **TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in Section 25 and shall remain in effect up to 60 days unless terminated by either party as specified in Section 16, or extended by mutual consent of both parties.

11. **ENTIRE AGREEMENT:** This Agreement, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

12. **GENERAL ADMINISTRATION AND MANAGEMENT:** The City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

13. **CHANGES:** The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

14. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

15. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

16. **TERMINATION OF AGREEMENT:**

(a) **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

(b) **TERMINATION BY THE CONTRACTOR:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

17. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: Suzanne Frick
City Administrator
City of Ketchum, PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: Danielle Weaver
CSHQA
200 Broad Street
Boise, ID 83702

18. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

19. **STANDARD OF SERVICE:** Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

20. **INDEMNIFICATION:** CSHQA agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of CSHQA, its managers, members, directors, officers, shareholders, agents and employees.

21. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

23. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable Attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by the City.

26. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

27. **CONFLICT OF INTEREST:** Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractor's current or former employers, clients, contractors or the like, of or regarding any work, information, or data that may relate to any of the subject matter of the scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion, determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Neil Bradshaw, Mayor

By: _____

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____



Revised June 10, 2020
June 9, 2020
June 8, 2020

Via E-mail: ggager@ketchumidaho.org

Mr. Grant Gager, Director of Finance City and Internal Services
City of Ketchum
480 East Avenue North
Ketchum, ID 83340

Re: Ketchum City Hall
480 East Avenue North
Ketchum, Idaho 83340
Project No. 20TBD.000
Proposal for Architectural Services

Dear Mr. Gager:

We are pleased to submit this proposal for architectural, interior design, engineering (structural, mechanical (plumbing and HVAC) and electrical), cost estimating, and LEED accreditation (or equivalent) services for the above-referenced project. Our services are based on the information provided in the original Request for Proposal (RFP) dated February 19, 2020, Addendum No. 1 and our subsequent ZOOM meetings on May 20, 2020 and June 6, 2020. This proposal is also based on the Client providing and/or being responsible for the following:

- As-built floor plans.
- Past programming and building standards information, if they exist.
- Any regulatory agency application and permit fees.

PROJECT UNDERSTANDING

Based on the RFP and subsequent conversations with you, it is our understanding that the project will include a renovation/remodel of a 15,575 s.f. three-story existing building to accommodate City Hall operations. The existing building is currently used as office space and will be vacated before construction begins. Anticipated uses include basement storage area; first and second floor City offices; and third floor-City Hall Chambers. Sustainability goals include LEED Certification with Certified as the target level. The City intends on engaging a CMGC (Construction Manager General Contractor) early in the design process. We also are aware that you may choose to proceed with a design-bid-build project delivery method.

SCOPE OF SERVICES

Our services shall be provided in one Task for **Phase One**: Task 01 – Programming, Survey and Conceptual Design. **Phase Two** shall consist of: Task 02 – Schematic Design, Task 03 – Design Development, Task 04 – Construction Documents, Task 05 – Construction Administration and Task 06 – Closeout Documentation. At this time, we are providing fees for **Phase One** only as clarifying the project scope and programming will better inform the services required for **Phase Two**.

Phase One

Task 01 – Programming, Survey and Conceptual Design

Architectural, Interior Design and Engineering Services

- Attend an in-person kick-off meeting with City Hall Stakeholders.
- Attend an in-person work session with City Hall Stakeholders charged with providing information related to City operations to determine preliminary space requirements, department breakdowns, adjacencies, desired office flow and space needs.
- Perform one (1) site visit of the existing City Hall tenant spaces to inventory furniture and equipment to be relocated to new building and verify storage needs.
- Perform one (1) site survey of the existing building located at 191 Fifth Street in Ketchum to verify visible architectural and engineering (mechanical (plumbing and HVAC), electrical and structural) conditions and systems, confirm ADA compliance, evaluate building envelope conditions, and confirm structural feasibility to locate City Hall Chambers on third floor.
- Construct base Revit model from Owner as-built drawings and A/E surveys.
- Prepare Preliminary Programming Worksheets and Test Fit Plans for the City Hall based on the initial work sessions. Programming Worksheets to include departments, rooms types, s.f. requirements, anticipated furniture and equipment, room adjacency notes and other special requirements.
- Prepare LEED checklist (options for certification levels).
- Attend up to three (3) virtual meetings with City Hall Stakeholders to review test fit plans and provide up to two (2) plan revisions.
- Coordinate with furniture vendor for workstation and furniture sizes and layouts as necessary.
- Prepare an opinion of probable cost based on the conceptual documents, building survey and program. Include options for location of City Council Chamber (third floor or first floor), and the escalation of cost to include LEED Certification and LEED Silver.
- Present final program and schematic programming plans to City Council for review and approval.

Deliverables shall include:

- Final Programming Space Needs Worksheets for City Hall.
- Final Programming Space Plans.
- Building Survey Report.
- Preliminary LEED Checklist (or equivalent report).

Mr. Grant Gager
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Revised June 10, 2020

- Opinion of Probable Cost.

Based on initial discussions with the Client, we anticipate a five-week programming process starting with a kick-off meeting on June 16, 2020. If the project timeline or scope is modified and our estimated programming amount is insufficient, we will contact you for further direction. An updated schedule with detailed milestones will follow.

We propose to provide Programming, Survey, and Conceptual Design services on a Fixed Fee basis of Thirty-One Thousand Two Hundred Eighty-Seven and no/100 Dollars (\$31,287.00) plus Reimbursable Expenses.

Reimbursable Expenses such as, but not limited to, travel, materials, supplies, and reproduction costs (plans, manuals, reports) will be compensated at cost, and mileage will be charged according to current government rates. Regulatory agency application and permit fees, if applicable, are not included in this proposal but can be paid on behalf of the Client as an additional Reimbursable Expense. Any additional tasks will be negotiated prior to proceeding with the services.

Phase Two – Schematic Design through Construction Administration services are not included in the above scope but may be contracted separately, as an Additional Task, upon Client request.

Upon your acceptance of this proposal letter, please provide a Contract for review-execution. If the services noted in this proposal are not contracted within thirty (30) days from the date of this letter, the proposal shall be subject to review and subsequent revisions.

We appreciate this opportunity and look forward to working with you on this project. If you have questions, please do not hesitate to call.

Sincerely,

CSHQA, Inc.

Danielle Weaver

Danielle Weaver, AIA

DW:me



City Hall Remodel - Phase 1 Schedule					
Task	Time	Start Date	Finish Date	Duration	Comments
Kick-Off/Goal Setting & Visioning/Programming Work Sessions		16-Jun	18-Jun	3 Days	Three Day in-person worksession
-MTG #1: Kick-off Meeting	2:00 PM	16-Jun	16-Jun	1.5 – 2 hour MTG	Entire Stakeholder Group
-Work Session: Mayor/Admin	9:00 AM	17-Jun	17-Jun	4 hour MTG	CSHQA/Mayor/Admin
-Closeout MTG: Summary and bubble diagrams	3:00 PM	18-Jun	18-Jun	1.5 – 2 hour MTG	Small Group
Site Visit/Survey		17-Jun	17-Jun	2 Days	CSHQA
-Review of Current Building	2:00 PM	17-Jun	17-Jun	3 hours	CSHQA/Stakeholders
-Review of Relocated Building	8:00 AM	18-Jun	18-Jun	6 hours	CSHQA
Create Programming Document		22-Jun	24-Jun	3 Days	CSHQA w/follow up questions to city
Create Concept Plans		25-Jun	30-Jun	4 Days	CSHQA creates plan/City reviews program
Concept Plan Review & Comment		1-Jul	6-Jul	3 Days	City Stakeholders
Update Concept Floor Plans		7-Jul	10-Jul	4 Days	CSHQA updates for city review/approval
Final Presentation		10-Jul	10-Jul	1 Day	Deliver Council presentation to city
Staff Review/Council Meeting Preparation		13-Jul	17-Jul	5 Days	Staff Review of Programming Documents
City Council Presentation		20-Jul	20-Jul	1 Day	In-Person Presentation
Contract Approval for Phase Two		20-Jul	20-Jul	1 Day	