

**REVISED
RESOLUTION NUMBER 06-049**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FORSGREN
ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE WARM
SPRINGS ROAD PROJECT IN AN AMOUNT NOT TO EXCEED \$65,000.

WHEREAS, pursuant to Idaho Code §50-301, Ketchum is empowered to enter into contracts as may be deemed necessary to promote the public health, safety, and welfare of Ketchum and its residents and visitors; and

WHEREAS, at a May 2005 neighborhood meeting, residents of Warm Springs Road indicated to Mayor Simon that widening, adding in-bound bike lanes, and burying overhead utility lines to Warm Springs Road should be addressed; and

WHEREAS, Ketchum finds it necessary and in the best interest of the City of Ketchum to acquire by contract, certain engineering services for the Warm Springs Road Project in order to protect and promote the public health, safety, and welfare of the residents of and visitors to Ketchum; and


WHEREAS, Ketchum contracted with Forsgren Associates, Inc., for engineering services and Forsgren Associates, Inc. has offered to provide such services regarding the Warm Springs Road Project in an amount not to exceed \$65,000; and

WHEREAS, Forsgren Associates will present a preliminary plan and project cost estimate to the City Council, at an amount not to exceed \$65,000, for review and discussion prior to proceeding with final design.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor to execute an agreement with Forsgren Associates, Inc., to provide engineering services for the Warm Springs Road Project in an amount not to exceed \$65,000.

This Resolution will be in full force and effect upon its adoption this 3rd day of April, 2006.

CITY OF KETCHUM, IDAHO



Randy Hall, Mayor

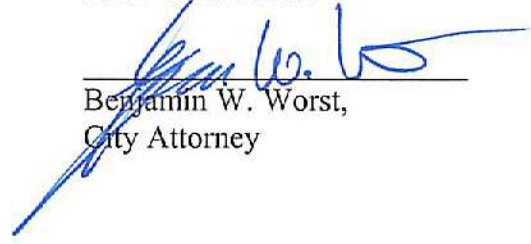
ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk



APPROVED AS TO FORM
AND CONTENT:



Benjamin W. Worst,
City Attorney



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CONTRACT FOR SERVICES
(City of Ketchum/Forsgren Associates, Inc.)

THIS CONTRACT FOR SERVICES is made and entered into as of this 3rd day of April, 2006, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and FORSGREN ASSOCIATES, INC., an Idaho corporation ("Engineer").

RECITALS

WHEREAS, pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, pursuant to the process established in Idaho Code § 67-2320, Ketchum contracted with Engineer for engineering services; and

WHEREAS, Engineer has submitted a Scope of Work for certain engineering services on the Warm Springs Road Project ("Project") to Ketchum; and

WHEREAS, after completing Phase 1 of the Project, Engineer shall meet with Ketchum to discuss additional plans.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Engineer enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Engineer shall provide all labor, knowledge, technical expertise, tools, equipment and materials necessary to complete the services set forth in the Scope of Work a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Services").
3. Consideration. Ketchum shall pay Engineer pursuant to the agreed fee schedule in Exhibit A in an amount not to exceed \$65,000 (SIXTY-FIVE THOUSAND DOLLARS).
4. Time Of Performance. Engineer shall provide the Services in a professional and timely manner.
5. Independent Contractor. Ketchum and Engineer hereby agree that Engineer shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Engineer, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement

benefits or any benefit that Ketchum offers to its employees. Engineer shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Engineer under this Agreement and for Engineer's payments for work performed in performance of this Agreement by Engineer's managers, members, directors, officers, shareholders, agents and employees; and Engineer hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Warranty. Engineer warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner.
7. Indemnification. Engineer agrees to indemnify and hold 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 negligent acts or omissions of Engineer, its managers, members, directors, officers shareholders, agents and employees.
8. Insurance. Engineer shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
9. Compliance With Laws. Engineer, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, and rules and ordinances. This Agreement does not relieve Engineer of any obligation or responsibility imposed upon Engineer by law.
10. Notice. All notices, requests, demands, or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Engineer shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
KETCHUM CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

ENGINEER:

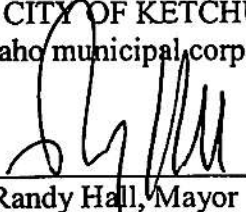
FORSGREN ASSOCIATES, INC.
1444 WEST BANNOCK
BOISE, ID 83702

11. Non-Assignment. Engineer hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Engineer's unique skills and reputation for professional work. Accordingly, Engineer may not assign or transfer in any manner this Agreement or any of Engineer's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

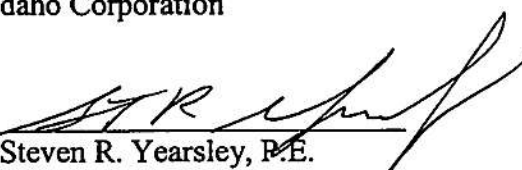
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
14. Attorney Fees And Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the defaulting party shall pay to the non-defaulting party all reasonable costs and attorney fees, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
15. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
16. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
18. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 3rd day of April, 2006.

THE CITY OF KETCHUM,
an Idaho municipal corporation


By: 
Randy Hall, Mayor

FORSGREN ASSOCIATES, INC.
an Idaho Corporation

By: 
Steven R. Yearsley, P.E.
Project Manager

ATTEST:

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR
THE CITY OF KETCHUM:


Sandra E. Cady, CMC,
Ketchum City Clerk/Treasurer

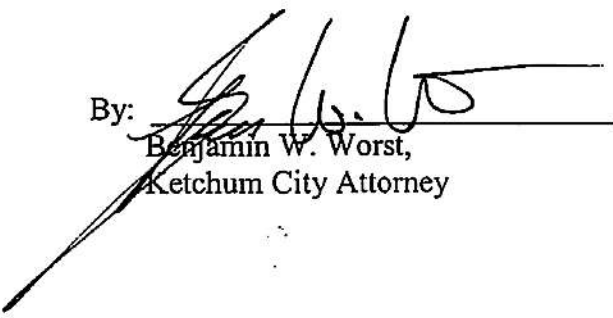
By: 
Benjamin W. Worst,
Ketchum City Attorney

EXHIBIT A

WARM SPRINGS ROAD SCOPE OF WORK

Prepared by Forsgren Associates
For The City of Ketchum

Project Description:

The City of Ketchum is planning to complete upgrades to Warm Springs Road from the Big Wood River Bridge, west to Gates Road. The City has constructed a separated pedestrian path on the north side of Warm Springs. Due to the high demand of bicycle traffic, bike lanes are needed on this busy major collector. The current separated pedestrian path has multiple access crossings and stops unusable for bicycle commuting and recreational use. The City would like to widen Warm Springs Road, within their existing right-of-way, adding bike lanes to each side. This scope of work is complete the widening for the bike lanes.

Assumptions:

- The project length is 1.9 miles, beginning at the Big Wood River, west to Gates Road.
- The new roadway typical section will be two 12-foot travel lanes with 5-foot bike lanes on each side.
- Pavement will be added to the south side of the road within the existing right-of-way.
- A supplemental survey will be completed for this project.
- All utilities are underground.
- No changes in alignment of Warm Springs Road.
- Private approaches will be impacted by this project. For the purpose of this scope, driveways with unique surfacing or heating will be shown on detail sheets and described in the specifications. Asphalt and gravel driveways will be designed per standard procedures. It is anticipated that the widened pavement will match to the existing driveways.
- Landscaping will be impacted by this project. Relocating existing features within the impacted areas will be covered by remove and reset bid items. Fences, landscaping and sprinklers are expected.
- Geezer Alley and Bald Mountain Road intersections will be relocated by others.
- Irene Street intersection with Warm Springs Road will be modified as part of this project.
- The existing retaining walls within the project limits along Warm Springs Road have not been surveyed. This scope assumes the two retaining wall locations will not impact this project. A planned development will remove the two access roads requiring the walls. Any embankment work will be completed within the existing right-of-way.
- The proposed retaining wall at the east end of the project will be designed by others.
- No additional retaining walls are anticipated, and no additional retaining walls are

anticipated to be relocated.

TASK 1 – SUPPLEMENTAL SURVEY

Task 1.1 – Exhibition Blvd. to Big Wood River Bridge – The existing survey for the project ends at Exhibition Blvd. The additional survey will be approximately 400 feet from Exhibition Blvd. to the Big Wood River Bridge.

Task 1.2 – Supplemental Survey – The existing survey will be compared to features on Warm Springs Road. Items such as retaining walls and accesses not currently shown on the topographic map will be surveyed.

TASK 2 – PRELIMINARY DESIGN

Task 2.1 – Meeting with the City of Ketchum: Forsgren Associates (FA) will meet with the City of Ketchum to review the existing survey data. FA will flag areas of concern prior to the meeting for discussion. Options relating to landscaping within the roadway right-of-way will be discussed.

Task 2.2 – Prepare Preliminary Design Plans: FA will prepare the preliminary design plans based on the meeting with the City of Ketchum. The following items will be completed:

2.2.1 – Evaluate Existing Alignment – FA will recreate the existing alignment in InRoads based on the survey. The horizontal and vertical alignments will be set for the design of the project.

2.2.2 – Digital Terrain Model – FA will complete the digital terrain model for the project. This model is based off the completed survey.

2.2.3 – Roadway Model – FA will run the roadway model to determine construction impacts to the existing terrain.

2.2.4 – Prepare Preliminary Design Plans – FA will prepare the following plans for the Preliminary Design Submittal:

<u>Sheets</u>	<u># of Sheets</u>
Title Sheet	1
Typical Sections	1
Plan Sheets (1"=50' Stacked)	9
Intersection Detail Sheets	5
Pavement Marking Details	1
Construction Traffic Control Sheets	<u>2</u>
Total:	19

2.2.5 – Prepare Preliminary Engineers Estimate of Probable Costs – FA will complete the preliminary engineers estimate of probable costs based on the plan set.

Task 2.3 – Submit Preliminary Design Plans – FA will complete an internal review of the plans and submit them to the City of Ketchum for review.

Task 2.4 – Preliminary City Review Meeting – FA will attend the preliminary design review.

Task 2.5 – Update Plans per Preliminary Design Review – FA will complete the revisions

to the preliminary design set in preparation of the first public meeting.

TASK 3 – PUBLIC INVOLVEMENT PROCESS

Task 3.1 – Public Meeting #1 – FA will prepare displays, attend meeting, and prepare meeting minutes for public meeting number one.

Task 3.2 – Meeting with City of Ketchum – FA will meet with the City of Ketchum to discuss the first public meeting and make changes to the plans.

Task 3.3 – Public Meeting #2 – FA will prepare displays, attend meeting, and prepare meeting minutes for public meeting number two.

Task 3.4 – Property Owner Meetings – FA will meet with property owners on site to discuss potential conflict. FA assumes 2 days of meetings for this task.

TASK 4 – FINAL DESIGN

Task 4.1 – Prepare Final Design Plans – FA will complete the final design plan set based on the comments from the City of Ketchum and public meetings. The final plan set includes the following:

<u>Sheets</u>	<u># of Sheets</u>
Title Sheet	1
Typical Sections	1
Plan Sheets (1"=50')	9
Intersection Detail Sheets	5
Pavement Marking Details	1
Construction Traffic Control Sheets	<u>2</u>
Total:	19

Task 4.2 – Prepare Engineers Estimate of Probable Cost – FA will complete the estimate of probable cost for the construction of the project.

Task 4.3 – Prepare Specifications – FA will prepare the specifications for the project.

Task 4.4 – Submit Final Plans for Review – FA will complete an internal review of the plans then submit them to the City of Ketchum for review.

Task 4.5 – Revise Final Plan Set – FA will complete the bid set based off comments from the City of Ketchum's review.

Task 4.6 – Submit Final Bid Set – FA will complete an internal review of the bid set then submit them to the City of Ketchum for publishing.

TASK 5 – SERVICES DURING BIDDING

Task 5.1 – Pre-bid Meeting – FA will set and hold a pre-bid meeting with potential contractors and answer questions from bidders.

Task 5.2 – Questions During Bidding – FA will answer questions during bidding and issue any addendums if necessary. It is anticipated that 20 hours will be spent on answering questions.

Task 5.3 – Bid Opening – FA will attend the bid opening and review bid for completeness and make a recommendation to the City for awarding the contract. FA will assist the City with finalizing the contract with the contractor and the City.

TASK 6 – PROJECT MANAGEMENT

Task 6.1 – Project Kickoff Meeting – FA will meet with the City to set up the contract and complete a walkthrough of the project site.

Task 6.2 – Invoicing – The project is assumed to take 12 months. FA will prepare monthly invoices with description of work completed.

Task 6.3 – Project Setup and Filing – The project files will be set up and maintained throughout the duration of the project.

TASK 7 SERVICES DURING CONSTRUCTION

Task 7.1 – Services During Construction. – FA will provide assistance to the City including inspection, design questions, field orders, change orders, and pay requests as requested by the City.

Task 7.2 – Pre-construction Meeting – FA will set and hold the pre-construction meeting with the contractor.

SCHEDULE:

The design will be completed 12 month after the Notice to Proceed.

FEE:

Tasks 1 through 6, as outlined in the above described scope of services, will be reimbursed on a time and material basis following the rates provided below. A budget of \$150,000 is proposed for these tasks. FA will not exceed this budget amount without prior written authorization from the City of Ketchum. An estimate of the proposed budgeted tasks is shown below.

Tasks	Estimated Budget
Task 1 Surveying & 2 Preliminary Design	\$65,500
Task 3 Public Involvement	\$24,900
Task 4 Final Design	\$45,100
Task 5 Services During Bidding	\$14,500
Total	\$150,000

Task 6 “Project Management” was distributed evenly between the tasks 1-5.

Tasks 7, as outlined in the above described scope of services, will be included under the normal City Engineering Contract.

<u>Category</u>	<u>Hourly Rates</u>
Principal/Project Manager	\$125
Project Engineer	\$100
EIT/Senior Designer	\$75
CADD Designer	\$60
Clerical	\$45

Expenses including mileage, per diem, lodging, reproduction, etc. will be charged at the current government rate, the actual cost of the expense, or Forsgren's standard rate. A 10% markup will be added to all expenses.