

AGENDA ITEM SUMMARY

DATE: 04/16/2012 DEPARTMENT: PW/Grants DEPT. HEAD SIGNATURE: HD

SUBJECT:

Woodside Boulevard Project –

Proposal by Knife River for Value Engineering – replace new gravel road-base with pulverized existing asphalt and road mix.

Consideration of Resolution authorizing contract for design services with Eggers for design of irrigation system.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Knife River has requested that the city consider a value engineering proposal to change the subsurface materials in the Woodside Boulevard Project. Value Engineering is a term used when, after a bid is accepted and under contract, both the contractor and the owner agree that there is sufficient value in a proposal to warrant a change order to save money or time on the project. The value of the change order is split between the parties; the contractor receives half the value of the savings, and the city would receive the other half of the value of the savings.

The first element to consider is whether the quality of the product remains intact through the change order. Staff has consulted the GeoTech report and communicated with JUB Engineers and Steve Butler, the GeoTech engineer, and has identified that this proposal has sufficient merit to warrant further evaluation. Specific cost and time savings estimates have been requested from Knife River for further evaluation.

The pavement section that is currently in the contract has a certain design life (usually 20+ yrs) associated with it. Staff will seek assurance (in writing) from the appropriate subject matter expert(s) (the engineers who designed the original pavement in the contract) that Hailey is getting at least an equal product. Without this assurance there is no way to demonstrate the public is getting at least an equal or better value from its tax dollars.

It is easy to see cost savings in value engineering changes, but it is often much harder to spot the reductions in quality that an owner inadvertently assumes. The contractor has the burden of proof to demonstrate to Hailey that it is getting at least an equal product. Hailey will further utilize its resources: Civil Science, JUB, and Butler to verify that what the contractor states is in fact correct.

The City of Hailey and FHWA cannot support a cost savings without demonstration that quality of the pavement is at least equal to or better than what is currently in the contract. This demonstration needs to be founded on advice from relevant, appropriate subject matter experts.

A change order has at least 6 parts:

1. Description of work
2. Material requirements
3. Construction requirements
4. Method of measurement
5. Basis of payment
6. Changes in contract time

Should the evaluation lead to a change order, the city council will review that change order on a future agenda.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Not specified yet at this stage of the evaluation for value engineering. Contract with Eggers for irrigation system design is offered at \$20,000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

X	City Administrator	<input type="checkbox"/>	Library	<input type="checkbox"/>	Benefits Committee
X	City Attorney	<input type="checkbox"/>	Mayor	<input type="checkbox"/>	Streets
<input type="checkbox"/>	City Clerk	<input type="checkbox"/>	Planning	<input type="checkbox"/>	Treasurer
<input type="checkbox"/>	Building	<input type="checkbox"/>	Police	<input type="checkbox"/>	_____
X	Engineer	<input type="checkbox"/>	Public Works, Parks	<input type="checkbox"/>	_____
<input type="checkbox"/>	Fire Dept.	<input type="checkbox"/>	P & Z Commission	<input type="checkbox"/>	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The purpose of this discussion is to inform the council in advance about Knife River's value engineering proposal, and to generate discussion with the council about any concerns or precautions to utilize in the evaluation of this value engineering proposal.

Hailey is also putting together a design-bid for the irrigation system. The attached proposal from Eggers Landscaping is to design the irrigation system. The system is needed to establish the seed and modestly irrigate the native grass mix in the long term. The system will also include a drip component for the trees.

ACTION OF THE CITY COUNCIL:

Date : 4/16/2011 – No council decision required at this time on value engineering.

Motion to approve Resolution authorizing irrigation system design with Eggers.

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

Copies (all info.):

Copies (AIS only)

Instrument # _____

CITY OF HAILEY
RESOLUTION NO. 2012-26

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR IRRIGATION PLAN FOR
WOODSIDE BOULEVARD WITH EGGERS ASSOCIATES, PA, FOR LANDSCAPE
ARCHITECTURE SERVICES FOR WOODSIDE BOULEVARD PROJECT**

WHEREAS, the City of Hailey desires to enter into an agreement with EGGERS ASSOCIATES, PA under which EGGERS ASSOCIATES, PA will perform and be responsible for Irrigation Plan And Details And Streetscape for the City of Hailey.

WHEREAS, the City of Hailey and EGGERS ASSOCIATES, PA have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Proposal For Landscape Architectural Services On Woodside Boulevard between the City of Hailey and EGGERS ASSOCIATES, PA and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of April, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



PROPOSAL FOR LANDSCAPE ARCHITECTURE SERVICES
Woodside Boulevard
April 10, 2012

Eggers Associates shall provide landscape design documentation and supervisions services to City of Hailey for the Woodside Boulevard project located in Hailey, Idaho. The scope of the project shall address the following:

CONSTRUCTION DOCUMENT PHASE

- | | |
|--|-----------|
| 1) IRRIGATION PLAN & DETAILS: | \$ 12,000 |
| • Provide layout of irrigation components. | |
| • Provide details of component installation. | |
| 2) STREETScape: | \$ 3,000 |
| • Specify tree species and locations. | |

CONSTRUCTION ADMINISTRATION PHASE

- | | |
|---|----------|
| CONSTRUCTION ADMINISTRATION (BILLED HOURLY): | \$ 5,000 |
| • Provide site visits to clarify drawings as necessary. | |
| • Provide follow-up for clarification as necessary. | |

SUBTOTAL:	\$ 20,000
REIMBURSABLES:	<u>\$ 400</u>
TOTAL FEE:	\$20,400

HOURLY RATES: Landscape Architect \$150, Senior Landscape Designer \$90, Landscape Designer \$75

EGGERS ASSOCIATES, P.A.

CLIENT

Kurt J. Eggers

City of Hailey

Date

Date

333 South Main St, Suite 106 • PO Box 953 • Ketchum, Idaho 83340
tel 208-725-0988 • fax 208-725-0972

LANDSCAPE ARCHITECT AGREEMENT

This Landscape Architect Agreement ("Agreement"), effective as of the 10 day of April, 20012, is between City of Hailey ("Client") and Eggers Associates, P.A. ("Landscape Architect") for the following Project: Woodside Boulevard, Hailey, Idaho.

Article I: Landscape Architect's Basic and Additional Services

1. See Proposal

Article II: Landscape Architect's Responsibilities

1. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.
2. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

Article III: Client's Responsibilities

1. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items which may be beneficial to Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
2. Client shall furnish the services of the following consultants: architect, surveyor, soils engineer.
3. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project Site. Client shall be solely responsible for all subsurface soil conditions.
4. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
5. Client agrees to provide the items described in Article III (1), if applicable, and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article IV: Compensation and Payments

1. See Proposal

Article V: Termination

1. Either Client or Landscape Architect may terminate Agreement upon seven days written notice. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
2. Upon not less than five days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article VI: Use and Ownership of Landscape Architect's Documents

1. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents.

Article VII: Warranty and Limitation of Remedies

1. Client acknowledges that Landscape Architect and its agents, have made no representations or warranties whatsoever, express or implied, to Client beyond those expressly provided in this Agreement. Without limiting the foregoing, Landscape Architect specifically informs Client that it is performing its services, without any warranty of fitness, purpose, condition or merchantability.

LANDSCAPE ARCHITECT AGREEMENT/1

2. Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architects and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is related to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability as described below. Client voluntarily agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause(s) including, but not limited to, Landscape Architect's negligence, errors, omissions or breach of contract, shall not exceed the total compensation received by Landscape Architect under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.

Article VIII: Miscellaneous Provisions

1. This agreement is governed by the law of the State of Idaho.
2. This agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
3. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
4. Neither Client nor Landscape Architect shall assign this Agreement without written consent of the other.
5. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
6. Client agrees to indemnify, defend, and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
7. In the event either party hereto is required to retain an attorney to enforce or interpret the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.
8. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
9. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
10. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, paving surfaces, sprinkler systems, pruning shrubs and trees, may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

11. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
12. Client agrees to allow Landscape Architect to photograph the site before, during, and after construction of the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EGGERS ASSOCIATES, P.A.

CLIENT

By _____
Kurt Eggers, its President



THE FIRM

Eggers Associates is in its 10th year. In that time we have been involved in nearly 300 projects. Projects scopes range from back yard remodels to high-end custom residential, multi family developments, and community facilities.

Throughout its existence, Eggers Associates has had its office in Ketchum, Idaho.

The office is fully computerized and uses AutoCAD as well as other software to produce clean, crisp, detailed drawings and graphics. Each workstation has a desktop computer and the office has a large format color plotter.

Eggers Associates specializes in the use of large specimen trees, drought tolerant and native species of trees and shrubs, and detailed sprinkler designs to blend our projects with the unique and fragile environment of this area.

THE STAFF

Kurt J. Eggers graduated in 1990 with a Bachelors Degree in Landscape Architecture from Purdue University. Kurt moved immediately to the Wood River Valley and has worked in the landscape industry here ever since. Kurt is a Licensed Landscape Architect in the State of Idaho (1993) and is a member in good standing of the national organization, American Society of Landscape Architects.

Nathan Schutte joined our staff in April of 2005. Nathan graduated in 2002 with a Bachelors Degree in Landscape Architecture from University of Idaho. Nathan then spent several years in California working for a firm doing large-scale single-family developments before joining us here. Nathan became licensed in Idaho in 2008.

Jaime Snyder joined our staff in May of 2006. Jaime obtained a Bachelors degree from the University of Idaho in Plant Science. She then worked at Moss Garden Center for several years before going back to school to receive both a Bachelors and Masters Degree in Landscape Architecture.

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