

RESOLUTION NUMBER 04-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE ORIGINAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE CONSTRUCTION OF A PEDESTRIAN CONNECTION FROM NINTH STREET TO SIXTH STREET ALONG WARM SPRINGS ROAD.

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Addendum to the original Agreement stating obligations of the STATE and the CITY OF KETCHUM, hereafter called the CITY, for design of the Warm Springs Bike Path Connector;

WHEREAS, the CITY previously entered into the original agreement with the STATE on June 2, 2003, Project STP-0700 (102), Warm Springs Connector, Key No. 8911; and,

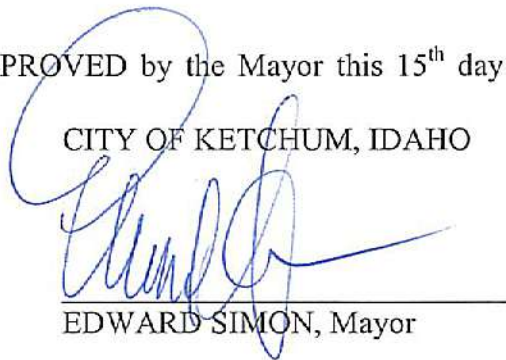
WHEREAS, the STATE has revised the current agreement to remove the preliminary engineering design costs from the total budget and increase the construction budget for the project in the same amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:



1. That the Addendum to the State/Local Agreement Project STP-0700 (102) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Addendum to the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

PASSED by the City Council and APPROVED by the Mayor this 15th day of March, 2004.

CITY OF KETCHUM, IDAHO


EDWARD SIMON, Mayor

ATTEST:



Sandra E. Cady, CMC
City Clerk/Treasurer

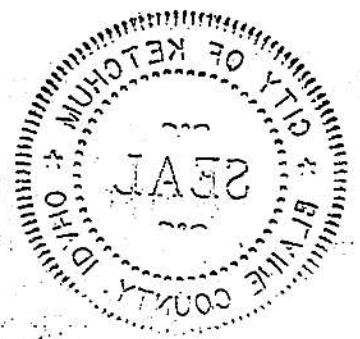
THE CITY OF KETCHUM, IDAHO, BEING THE CITY AND COUNTY OF BUTTE, IDAHO, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE...

AS THE SAME APPEARS IN THE RECORDS OF THE CITY CLERK OF SAID CITY AND COUNTY, TO WIT: THIS 15th DAY OF MARCH, 1900.

ATTEST: My hand and the seal of said City and County, this 15th day of March, 1900.

CITY CLERK

BY _____



1900



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION PLANNING/TRAFFIC ENGINEERING

610 SW ALDER, SUITE 700 • PORTLAND, OR 97205 • (503) 228-5230 • FAX (503) 273-8169

February 23, 2004

Project #: 5341

Harold Moniz
City of Ketchum Planning & Zoning
Box 2315
Ketchum, ID 83340

RE: Downtown Ketchum Parking Plan Contract Modification

Dear Harold,

This letter formally requests your authorization of an \$2,500 in fees and reimbursable expenses associated with our firm's continued involvement in the City of Ketchum Downtown Parking Plan. This amount is in addition to the original contract with ITD for tasks were not included in our original scope of work. Specifically, the additional budget is required for Kittelson & Associates, Inc. to make a presentation to the City Council on March 15, 2004.

I will remain the project manager and John Ringert will remain the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either John or me.

Please review this proposal at your earliest convenience. If the agreement is satisfactory, please return one signed copy. Thank you for the opportunity to propose on this project. If you have any questions, please call us at (503) 228-5230.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Judith Gray
Senior Transportation Planner

Enclosure: Transportation Engineering Service Contract

AUTHORIZATION FOR PROFESSIONAL SERVICES

February 23, 2004

Kittelson & Associates, Inc.
610 SW Alder Street, Suite 700
Portland, OR 97205

The City of Ketchum, with a mailing address of Box 2315 in Ketchum, ID 83340, hereby requests and authorizes Kittelson & Associates, Inc. to perform the services as described in **Exhibit "A"** to this authorization for the compensation as described below, subject to all of the provisions described in **Exhibit "B"**. These specified attachments are included by reference in this authorization.

The work will be completed on a time-and-materials basis at our standard billing rates. The estimated cost to complete the project is \$2,500 and will not be exceeded without prior authorization from the client.

Monthly invoices will be issued by Kittelson & Associates, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1.5 percent per month will be charged on all past-due amounts, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Work will stop on projects when payment has not been received within 90 days. Unpaid invoices over 120 days will be sent to collections.

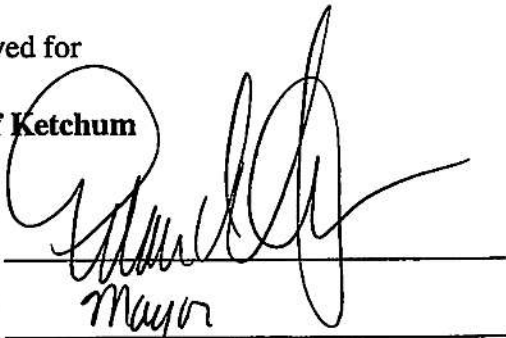
Approved for

City of Ketchum

By

Title

Date



Mayor
3-29-04

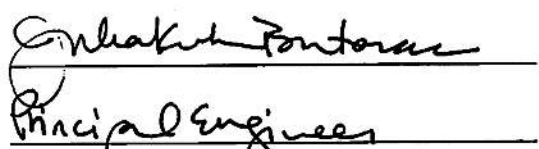
Accepted for

Kittelson & Associates, Inc.

By

Title

Date



Principal Engineer
2/24/04

Project Manager: Judith Gray

EXHIBIT "A"
SCOPE OF WORK

A. Meetings

- **Prepare presentation materials summarizing the Downtown Ketchum Parking Management Plan to the City Council.**
- **Travel to Ketchum and present**

This scope does not include preparatory time (graphics and handouts) or attendance time for any additional public hearings or meetings. All client requests for additional presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered out-of-scope work.

EXHIBIT "B" PROVISIONS

1. General: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
2. Authorization to Proceed: Signing this form shall be construed as authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with the work, unless otherwise provided for in the Authorization.
3. Direct Expenses: KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at KITTELSON & ASSOCIATES, INC.'s current rate when its automobiles are used, meals and lodging, computer services, word processing services, telephone, printing, and binding charges. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus ten percent. All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, copies, printing, and binding charges shall be on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.
4. Professional Services: KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC.
5. Cost Estimate: Any cost estimates provided by KITTELSON & ASSOCIATES, INC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. Professional Standards: KITTELSON & ASSOCIATES, INC. shall be responsible, to the level of competency currently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Authorization. KITTELSON & ASSOCIATES, INC. makes no other warranty, express or implied.
7. Termination: Either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
8. Legal Expenses: In the event that either party retains an attorney to enforce this contract, such party shall be entitled to recover their attorney fees, even though no lawsuit or other legal proceeding is filed. In the event of a lawsuit or other legal proceeding, the prevailing party shall be entitled to recover attorney fees at both the trial and appellate levels.
9. Payment to KITTELSON & ASSOCIATES, INC.: Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all work performed in excess of the retainer amount under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1.5 percent per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Work will stop on projects when payment has not been received within 90 days. Legal action will be taken on unpaid invoices over 120 days.
10. Limitation of Liability: KITTELSON & ASSOCIATES, INC.'s aggregate liability to the CLIENT for breach of contract, negligence, malpractice or tort shall be limited to an amount no greater than the fees earned under this Agreement.
11. Jurisdiction and Venue: Any action to enforce the terms of this agreement shall be maintained in either the Multnomah County (Oregon) Circuit Court or the Portland Division of the United States District Court for the District of Oregon. CLIENT consents to jurisdiction in Oregon for any such lawsuit.
12. Oregon Law: The rights and liabilities of the parties to this agreement shall be governed by the laws (without regard to choice of law rules) of the State of Oregon.