

**RESOLUTION NUMBER 05-113**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FORSGREN ASSOCIATES, LIMITED TO PROVIDE ENGINEERING SERVICES TO KETCHUM.

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,

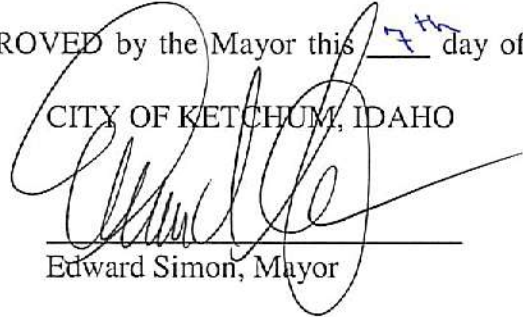
WHEREAS, Ketchum finds it necessary and in the best interest of the City of Ketchum to acquire by contract certain engineering services in order to protect and promote the public health, safety, and welfare; and,

WHEREAS, Forsgren Associates, Limited replied to that certain Request for Proposals entitled "Engineering Services" with a response deadline of September 9, 2005, and desires to execute an agreement with the City of Ketchum to provide engineering services at the rates established on Exhibit A, attached hereto.


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, Limited to provide engineering services to Ketchum.

PASSED by the City Council and APPROVED by the Mayor this 7<sup>th</sup> day of November 2005.

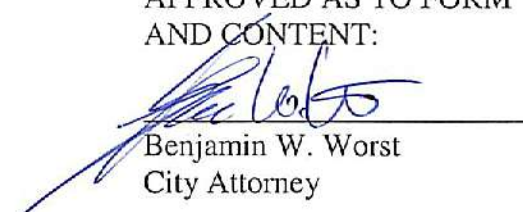
CITY OF KETCHUM, IDAHO

  
Edward Simon, Mayor

ATTEST:

  
Sandra E. Cady, EMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:

  
Benjamin W. Worst  
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Ketohom, Borneo, this 15th day of August, 1950.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
City Treasurer

*[Handwritten signature]*

\_\_\_\_\_  
City Engineer

*[Handwritten signature]*

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
City Engineer



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

THIS CONTRACT FOR SERVICES is made and entered into as of this 1<sup>st</sup> day of February, 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, Ketchum issued a request for proposals to provide certain engineering services to Ketchum, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A (the "RFP"); and

WHEREAS, Engineer responded to the RFP in the form attached hereto and incorporated herein as Exhibit B (the "RFP Response"); and

WHEREAS, Pursuant to the process established in Idaho Code § 67-2320, Ketchum has determined that it is in its best interests to contract with Engineer for certain engineering services as set forth in more detail herein below.

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 civil engineering services as follows:
  - a. Engineering services as set forth in the RFP and in the RFP Response.
  - b. Other engineering services pursuant to written instructions given by Ketchum staff.(collectively the "Services").
3. Consideration. Ketchum shall pay Engineer pursuant to the fee schedule a true and correct copy of which is attached hereto as Exhibit C and incorporated herein by reference. Fees for Services shall be subject to change as mutually agreed upon by both parties in writing on the anniversary of the commencement of this contract.
4. Time Of Performance. Engineer shall provide the Services as designated by Ketchum and shall complete such services in a professional and timely manner.
5. Term. This Agreement shall be effective as of the date first above written, and be in full

force and effect until September 30, 2008, at which time it shall terminate unless both parties agree to extend the agreement.

6. 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.
7. 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.
8. 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.
9. 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 therefor
10. 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.
11. 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

12. 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.
13. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. 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.
15. 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.
16. 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.
17. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
18. 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.
19. 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.
20. 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 1<sup>st</sup> day of February, 2006.

THE CITY OF KETCHUM,  
An Idaho municipal corporation

FORSGREN ASSOCIATES, INC.  
An Idaho Corporation

By: [Signature]  
Randall Hall, Mayor

By: [Signature]  
Its: PROJECT MANAGER

ATTEST:

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

[Signature]  
Sandra E. Cady, CMC,  
Ketchum City Clerk/Treasurer

By: [Signature]  
Benjamin W. Worst,  
Ketchum City Attorney

EXHIBIT C

**FORSGREN ASSOCIATES, INC. FEE SCHEDULE**

FOR SENIOR TRANSPORTATION ENGINEER: ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per hour.

FOR CITY ENGINEER: ONE HUNDRED DOLLARS (\$100.00) per hour.

FOR EIT/SENIOR DESIGNER: SEVENTY-FIVE DOLLARS (\$75.00) per hour.

FOR CADD DESIGNER: SIXTY DOLLARS (\$60.00) per hour.

FOR CLERICAL: FORTY-FIVE DOLLARS (\$45.00) per hour.

FOR PROFESSIONAL LAND SURVEYOR: ONE HUNDRED DOLLARS (\$100.00) per hour.

FOR 2-PERSON SURVEY CREW: ONE HUNDRED TWENTY DOLLARS (\$120.00) per hour.

FOR GPS UNIT: THIRTY-FIVE DOLLARS (\$35.00) per hour.

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