RESOLUTION NUMBER 05-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALPINE ENTERPRISES, INC., BENCHMARK ASSOCIATES, P.A., AND GALENA ENGINEERING, P.A. TO PROVIDE SURVEYING 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, in order to protect and promote the public health, safety, and welfare, Ketchum finds it necessary to acquire by contract certain surveying services as more fully detailed in that certain Request for Proposals entitled "Survey and Mapping Services", the deadline for which was September 16, 2005; and

WHEREAS, Alpine Enterprises, Inc., Benchmark Associates, P.A., and Galena Engineering, P.A. replied to such Request for Proposal and desire to execute an agreement with Ketchum to provide such surveying services at the rates established on Exhibit A, attached hereto; and

WHEREAS, Ketchum finds that Galena Engineering, P.A. shall be the primary contractor under such contract and Alpine Enterprises, Inc. and Benchmark Associates, P.A. shall be on call to perform such surveying services any time that Galena Engineering, P.A. is unable to timely perform such services.

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 Alpine Enterprises, Inc., Benchmark Associates, P.A., and Galena Engineering, P.A. to provide surveying services to Ketchum.

PASSED by the City Council and APPROVED by the Mayor this 7th day of November, 2005.

CITY OF KETCHUM, IDAHO

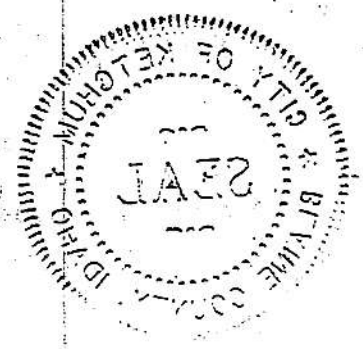
Edward Simon, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

APPROVED AS TO FORM AND CONTENT:

Benjamin W. Worst
City Attorney



CONTRACT FOR SERVICES

(City of Ketchum/Benchmark Associates, P.A.)

THIS CONTRACT FOR SERVICES is made and entered into as of this 1st day of March, 2006, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and BENCHMARK ASSOCIATES, P.A., an Idaho professional association corporation ("Surveyor").

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 survey and mapping services to Ketchum, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A (the "RFP"); and

WHEREAS, Surveyor 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 Surveyor for certain surveying and mapping services as set forth in more detail herein below.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Surveyor 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. Surveyor shall provide Surveying and Mapping services as follows:

   a. Surveying and mapping services as set forth in the RFP and in the RFP Response pursuant to instructions given by Ketchum staff.

   (collectively the "Services").

3. Consideration. Ketchum shall pay Surveyor the following consideration:

   a. Professional Level 1 (Senior Engineer/Principal) – ONE HUNDRED TWENTY-SIX DOLLARS ($126.00) per hour.

   b. Professional Level 2 (Senior Engineer/Project Manager) – NINETY-FOUR DOLLARS AND FIFTY CENTS ($94.50) per hour.

   c. Professional Level 3 (Licensed Professional/P.E./P.L.S.) – NINETY-ONE DOLLARS ($91.00) per hour.

d. Professional Level 4 (E.I.T./L.S.I.T) – EIGHTY-SEVEN DOLLARS AND FIFTY CENTS ($87.50) per hour.

e. Tech Level 1 (Design or Senior Draftsperson/CAD Operator/Field Tech) – EIGHTY-FOUR DOLLARS ($84.00) per hour.

f. Tech Level 2 (Draftsperson/CAD Operator/Field Tech) – SEVENTY-SEVEN DOLLARS ($77.00) per hour.

g. Tech Level 3 – FIFTY DOLLARS ($50.00) per hour.

h. Tech Level 4 & Production Support – FORTY-SIX DOLLARS ($46.00) per hour.

i. GPS (One Man) – FIFTY-FIVE DOLLARS ($55.00) per hour.

j. Overtime charges or extra work for Ketchum will accrue only with specific authorization from Ketchum. Any time in excess of eight (8) hours per day or any time on a holiday, Saturday, or Sunday may be charged at 150% of above-quoted rates. "Overnight" or "Out of Town" day will be charged at a premium rate to be determined prior to commencement of such work. Said rate to depend on complexity and liability of case. All rates are portal to portal. Reimbursable costs, graphic reproduction, and incidentals will be charged at cost plus fifteen percent (15%). Accounts are billed monthly. A rebilling charge (at annual rate of eighteen percent (18%) shall be added to all accounts not paid within thirty (30) days.

4. Time Of Performance. Surveyor 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 and neither Party hereto shall have any continuing obligations to the other hereunder.

6. Independent Contractor. Ketchum and Surveyor hereby agree that Surveyor 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. Surveyor, 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. Surveyor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Surveyor under this Agreement and for Surveyor's payments for work performed in performance of this Agreement by Surveyor's managers, members, directors, officers, shareholders, agents and employees; and Surveyor 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. Surveyor 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. Surveyor 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 Surveyor, its managers, members, directors, officers, shareholders, agents and employees.

9. Insurance. Surveyor 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. Surveyor, 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 Surveyor of any obligation or responsibility imposed upon Surveyor 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 Surveyor shall be addressed as follows:

KETCHUM:

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

SURVEYOR:

BENCHMARK ASSOCIATES, P.A.
POST OFFICE BOX 733
KETCHUM, ID 83340

12. Non-Assignment. Surveyor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Surveyor's unique skills and reputation for professional work. Accordingly, Surveyor may not assign or transfer in any manner this Agreement or any of Surveyor'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 incurred in such enforcement, 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 1st day of March, 2006.

THE CITY OF KETCHUM,
An Idaho municipal corporation

By: _____
Randy Hall, Mayor

BENCHMARK ASSOCIATES, P.A.
An Idaho professional association corporation

By: _____
Its: PRESIDENT

ATTEST:

For: _____
Sandra E. Cady, CMC,
Ketchum City Clerk/Treasurer

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

By: _____
Benjamin W. Worst,
Ketchum City Attorney

CONTRACT FOR SERVICES

(City of Ketchum/Alpine Enterprises, Inc.)

THIS CONTRACT FOR SERVICES is made and entered into as of this 24th day of February, 2006, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and ALPINE ENTERPRISES, INC., an Idaho corporation ("Surveyor").

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 survey and mapping services to Ketchum, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A (the "RFP"); and

WHEREAS, Surveyor 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 Surveyor for certain surveying and mapping services as set forth in more detail herein below.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Surveyor 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. Surveyor shall provide Surveying and Mapping services as follows:

   a. Surveying and mapping services as set forth in the RFP and in the RFP Response pursuant to instructions given by Ketchum staff.

   (collectively the "Services").

3. Consideration. Ketchum shall pay Surveyor the following consideration:

   a. Bruce Smith, Professional Land Surveyor – NINETY DOLLARS ($90.00) per hour.

   b. Bruce Smith, Public Meetings – ONE HUNDRED DOLLARS ($100.00) per hour.

   c. Bruce Smith, Snow Avalanche Consulting – ONE HUNDRED TWENTY DOLLARS ($120.00) per hour.

d. Cameron Packer, GIS Analyst – EIGHTY DOLLARS ($80.00) per hour.

e. Survey Field Technician – SIXTY-FIVE DOLLARS ($65.00) per hour.

f. Survey Office Technician – SIXTY-FIVE DOLLARS ($65.00) per hour.

g. Office Administrative Assistant – FIFTY-FIVE DOLLARS ($55.00) per hour.

h. Trimble 4700 GPS System, RTK or Static: Base and Rover – SIXTY DOLLARS ($60.00) per hour.

i. Geodimeter 600 Pro Robotic Total Station – FORTY DOLLARS ($40.00) per hour.

j. Trimble GeoExplorer III GPS Data Collector – THIRTY-THREE DOLLARS ($33.00) per day.

k. TDS Recon with Trimble Terra Sync GPS/GIS Data Collector – FORTY DOLLARS ($40.00) per day.

l. Polaris 500 ATV – EIGHTY DOLLARS ($80.00) per day.

m. Polaris RMK 800 Snowmobile – EIGHTY DOLLARS ($80.00) per day.

n. HP 1050C Plotter: Color Plots – FIVE DOLLARS ($5.00) each.

o. Outside services, expenses, and consultants to be billed at actual cost

4. Time Of Performance. Surveyor 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 and neither Party hereto shall have any continuing obligations to the other hereunder.

6. Independent Contractor. Ketchum and Surveyor hereby agree that Surveyor 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. Surveyor, 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. Surveyor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Surveyor under this Agreement and for Surveyor's payments for work performed in performance of this Agreement by Surveyor's managers, members, directors, officers,

shareholders, agents and employees; and Surveyor 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. Surveyor 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. Insurance. Surveyor 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 payment for Services.

9. Compliance With Laws. Surveyor, its managers, members, directors, officers shareholders, agents and employees and Ketchum, its elected officials, agents and employees shall comply with all federal, state and local laws, and rules and ordinances. This Agreement does not relieve Surveyor or Ketchum of any obligation or responsibility imposed upon Surveyor or Ketchum 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 Surveyor shall be addressed as follows:

KETCHUM:	**SURVEYOR:**
CITY OF KETCHUM KETCHUM CITY ADMINISTRATOR POST OFFICE BOX 2315 KETCHUM, IDAHO 83340-2315	ALPINE ENTERPRISES, INC POST OFFICE BOX 2037 KETCHUM, ID 83340

11. Non-Assignment. Surveyor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Surveyor's unique skills and reputation for professional work. Accordingly, Surveyor may not assign or transfer in any manner this Agreement or any of Surveyor'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 non-prevailing party shall

pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, 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 24th day of February, 2006.

THE CITY OF KETCHUM,
An Idaho municipal corporation

By: _____
Randall Hall, Mayor

ALPINE ENTERPRISES, INC.
An Idaho Corporation

By: _____ President Alpine Enterprises Inc.
Bruce Smith, President

ATTEST:

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

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

By: _____
Benjamin W. Worst,
Ketchum City Attorney