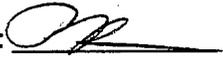


AGENDA ITEM SUMMARY

DATE: 11/30/9 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to authorize the Mayor to sign an agreement with GeoEngineers for soil borings and testing at the Rodeo Grounds for \$8,900.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

GeoEngineers has submitted a proposal at the Public Works Director's request for 6 soil borings at the Rodeo Grounds in preparation for design work. Subject to a review by the City Attorney of Terms & Conditions.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

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

FOLLOW-UP:

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

Draft 12-30-03

November 20, 2009

City of Hailey  
115 Main Street South, Suite H  
Hailey, Idaho 83333

Attention: Tom Helen  
Public Works Director/City Engineer

Subject: Revised Services Agreement  
Preliminary Geotechnical Engineering Evaluation  
City of Hailey Rodeo Ground  
Hailey, Idaho  
File No. 8395-004-00

**RECEIVED**  
**NOV 23 2009**

This confirms the agreement between the City of Hailey (City) and GeoEngineers, Inc. (sometimes hereinafter referred to as "we," "us" or "our") for a preliminary geotechnical engineering evaluation at the City of Hailey Rodeo Grounds. We understand that you have an upcoming project involving construction of a proposed Ice Facility and improvements to the existing Rodeo Grounds.

The services provided by GeoEngineers, Inc. will consist of:

1. Exploration of soil and groundwater conditions underlying the site by drilling six borings to depths in the range of about 10 to 15 feet below current site grade, or refusal, whichever occurs first, using a truck-mounted hollow-stem auger drill rig subcontracted to GeoEngineers. Samples of soil encountered will be collected at approximate 2½- to 5-foot depth intervals using split barrel samplers. Upon completion of drilling, borings will be backfilled in general accordance with state regulations.
2. We assume that the City will stake proposed boring locations and provide us with a site plan showing proposed boring locations relative to existing site features (and proposed improvements if available). We further assume that GeoEngineers and the drilling subcontractor will be responsible for notifying the appropriate "Call-Before-You-Dig" hotline. We further assume that completion of the field exploration program will take about 6 to 8 hours. An experienced engineer or geologist from our firm will observe the borings, obtain representative samples of soil encountered from the borings, and maintain a continuous log of each exploration.

Laboratory testing to assess pertinent physical and engineering properties of soil encountered relative to the proposed construction. We anticipate that the laboratory testing program will consist of two grain-size analyses. Laboratory testing will be completed in general accordance with applicable ASTM International (ASTM) standards.

3. An evaluation of the suitability of the site for the proposed development based on the results of subsurface exploration and laboratory testing.
4. A brief letter report containing our findings, conclusions and opinions.

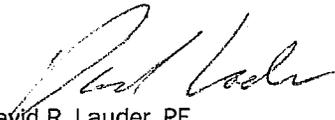
The professional services listed above will be provided in accordance with the terms described in the attached General Conditions, which is a part of this agreement. The fee for the services described above will be determined on a time-and-expense basis using the rates indicated on the attached Schedule of Charges. We estimate that our fee for the services outlined above will be approximately \$8,900. This includes approximately \$4,000 for subcontracted drilling expenses. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate.

Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all terms and conditions of this Agreement unless different terms from those represented in the Agreement are introduced by Client prior to commencement of services.

There are no intended third party beneficiaries arising from the services described in this agreement and no party other than the party executing this agreement shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

The services described above are authorized by:

Sincerely,  
GeoEngineers, Inc.

  
David R. Lauder, PE  
Project Engineer

  
James B. Harakas, PE  
Senior Principal

Attachments:  
General Conditions - Standard 2009  
Schedule of Charges - Boise 2009



The scope of services and terms described herein are accepted and GeoEngineers, Inc. is authorized to proceed.

City of Hailey

\_\_\_\_\_  
ORGANIZATION \* SIGNATURE

\_\_\_\_\_  
DATE TYPED OR PRINTED NAME

\*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2009 by GeoEngineers, Inc. All rights reserved.

Please return one signed copy of this agreement for our files. Thank you.

# GENERAL CONDITIONS

## DEFINITIONS

The words and phrases listed below have the following meanings when used in this Agreement:

"Agreement" means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

"Client" means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

"GeoEngineers" means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as "us," "we" or "our" throughout this Agreement.

"Hazardous Materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

"Scope of Services" means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

"Excluded Services" means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

## INTEGRATED WRITTEN AGREEMENT

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

## CONFLICTS

Unless otherwise indicated in the signed GeoEngineers Services Agreement or Proposal, in the event of conflict between the terms of these General Conditions and any documents incorporated by reference into this Agreement, the terms most favorable to GeoEngineers shall apply.

## STANDARD OF CARE AND WARRANTY DISCLAIMER

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

## CLIENT FURNISHED INFORMATION AND OBLIGATIONS

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work

site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

## PERMITS AND AGENCY ARRANGEMENT

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

## RIGHTS OF ENTRY

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

## SURFACE AND SUBSURFACE DISTURBANCE

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

## DISCOVERY OF HAZARDOUS MATERIALS

"Unanticipated hazardous materials" are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

## UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to

the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

### **SITE SAFETY**

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

### **CONSTRUCTION AND REMEDIATION OBSERVATION**

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

### **SAMPLE RETENTION AND DISPOSAL**

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

### **IDENTIFICATION OF OTHER CONTAMINANTS**

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with

COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

### **INSTRUMENTS OF SERVICE**

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final reports, aerial photos and boring logs for an indefinite period of time. Other documents relating to the services performed will be retained for 10 years following submission of any report produced under this Agreement. We will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such reuse (unless such reuse is expressly authorized by GeoEngineers in writing), and Client will indemnify GeoEngineers against damages relating to such reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by us. Files in electronic media format of text, data, graphics, or of other types that are furnished by GeoEngineers to Client are only for the convenience of GeoEngineers and Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. GeoEngineers shall not be responsible to maintain documents stored in electronic media. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

### **BILLING AND PAYMENT**

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to

GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

### **ADJUSTMENT FOR INCREASED COSTS**

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

### **SCOPE OF SERVICES AND EXCLUDED SERVICES**

Our engagement under this Agreement includes only those services specified in the Scope of Services.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for not performing additional services that Client instructed us not to perform, not performing additional services that were not specifically requested by Client and agreed to by both parties, and not performing recommended additional services that Client has not authorized us to perform.

### **TERMINATION OF SERVICES**

#### ***Termination for Cause***

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

#### ***Termination for Convenience***

Either party may terminate this Agreement for convenience upon 14 days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

### **SUSPENSION OF SERVICES**

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar

days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

### **DELAYS**

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, terrorist acts, wars or other emergencies or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

### **INDEMNIFICATION**

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations for death or bodily injury to persons or damage to property shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

## LIMITATION OF REMEDIES

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees and agents, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

## INSURANCE

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

## MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

## DISPUTES

Except for claims by GeoEngineers to collect past due amounts owing from the Client, the parties to this Agreement must refer any dispute, controversy or claim arising out of or relating to this Agreement or its breach to mediation before pursuing any other dispute remedy.

Any dispute, claim or controversy not resolved in mediation will be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at its offices closest to the project site, unless the parties mutually agree to some other dispute resolution forum.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion of a licensed or registered professional practicing in the same licensing jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to arbitration. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

## CHOICE OF LAW AND PREVAILING PARTY RIGHTS

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington. The prevailing party in any arbitration or

litigation will be entitled to recover reasonable attorneys' fees, legal costs, arbitration fees and other claim-related expenses, including reasonable fees for the time of its personnel.

## BIOLOGICAL POLLUTANTS

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants.

Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

## CLAIMS ASSISTANCE FOR CLIENT

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

## TIME BAR TO LEGAL ACTION

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of GeoEngineers' services.

## NO THIRD PARTY RIGHTS

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

## ASSIGNMENT OF CONTRACT OR CLAIMS

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

## SURVIVAL

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

## SEVERABILITY

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

## SCHEDULE OF CHARGES – 2009

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

<b>Professional Staff</b>		
Engineer/Scientist 1	\$	70/hour
Engineer/Scientist 2	\$	80/hour
Engineer/Scientist 3	\$	90/hour
Project Engineer/Scientist 1	\$	110/hour
Project Engineer/Scientist 2	\$	120/hour
Senior Engineer/Scientist 1	\$	135/hour
Senior Engineer/Scientist 2	\$	145/hour
Associate	\$	150/hour
Principal	\$	160/hour
Senior Principal	\$	165/hour
<b>Technical Support Staff</b>		
Technician	\$	50/hour
Administrator 1	\$	50/hour
Administrator 2	\$	60/hour
Administrator 3		60/hour
Senior Technician	\$	60/hour
CAD Technician	\$	75/hour
<b>Applied and Information Technology Staff</b>		
Staff Analyst/Developer 1	\$	75/hour
Staff Analyst/Developer 2	\$	86/hour
Staff Analyst/Developer 3	\$	96/hour
Project Analyst/Developer 1	\$	118/hour
Project Analyst/Developer 2	\$	128/hour
Senior Analyst/Developer 1	\$	144/hour
Senior Analyst/Developer 2	\$	155/hour
Associate Analyst/Developer	\$	161/hour
Principal Analyst/Developer	\$	171/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

#### **In-House Disposable Field Supplies**

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

#### **Geotechnical Laboratory Tests**

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

#### **Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

#### **Per Diem**

Per diem may be charged in lieu of subsistence and lodging.

*All rates are subject to change upon notification.*

## SCHEDULE OF CHARGES – 2009 (CONTINUED)

Equipment	
Air Quality Equipment, per day	\$ 150.00
Air Sparging Field Test, per day	\$ 500.00
Construction Monitoring Equipment	\$ 25.00
Continuous recording data logger, per day	\$ 300.00
Environmental Exploration Equipment, per day	\$ 150.00
Field CBR Test, per day (1/2 day min.)	\$ 100.00
Field water quality testing equipment, per day (1 day min.)	\$ 80.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$ 100.00
Generator, per day (1 day min.)	\$ 100.00
Geotechnical Exploration Equipment, per day	\$ 125.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$ 100.00
Groundwater Monitoring Equipment, per day	\$ 220.00
Nuclear Density Gauge, per day	\$ 40.00
Operations and Maintenance Equipment, per day	\$ 250.00
pH Meter (per day)	\$ 15.00
Single Channel data logger, per logger, per day (1 day min.)	\$ 100.00
Slope Indicator, per day (1 day min.)	\$ 200.00
Soil Sampling, per day (1 day min.)	\$ 64.00
Soil Samples (in rings), per sample	\$ 5.00
Soil Samples (in brass or stainless sleeves), per sample	8.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$ 35.00
Vapor Extraction Field Test, per day	\$ 500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$ 0.65
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$ 80.00
Water disposal equipment, per use, per day	\$ 50.00
Water Quality Equipment, per day	\$ 125.00
Miscellaneous geotechnical field equipment, per day	\$ 20.00

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

### OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

**LABORATORY SCHEDULE OF CHARGES**

Type of Test	Unit Price*
Soil Description, Undisturbed or Bulk (ASTM D2488-90)	\$ 15.00
Moisture Content / Oven (ASTM D2216-90)	\$ 20.00
Moisture/Density	
Rings	\$ 18.00
Shelby Tubes, waxed chunk	\$ 25.00
Tubes (liners), chunk	\$ 20.00
Organic Content (ASTM D2974) \$55.00	\$ 55.00
Particle Size Analysis	
Sieve (ASTM C136-84a) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 90.00
Sieve (ASTM C136-84a) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 135.00
Percent Passing No. 200 (ASTM C117-87/D1140-54)	\$ 50.00
Combined Sieve and Hydrometer (ASTM D422-63)	\$ 165.00
Hydrometer only	\$ 95.00
Atterberg Limits (ASTM D4318-84)	\$ 115.00
Nonplastic	\$ 65.00
Specific Gravity, Fine Material (ASTM D854-83)	\$ 65.00
Specific Gravity, Coarse Material (ASTM C-127)	\$ 50.00
Soil Resistivity	\$ 35.00
pH of Soil (ASTM G51)	\$ 25.00
Soluble Sulfates (US EPA 375.4)	\$ 30.00
Percent of Fracture (WSDOT 103)	\$ 35.00
Sand Equivalent (AASHTO T 176-86), ASTM D-2419	\$ 60.00
Compaction (ASTM D1557-91/D698-90, Methods A, B and C, AASHTO T-180)	
4 point	\$ 165.00
Direct Shear (ASTM D3080-90)	
Per point	\$ 105.00
Vane Shear (ASTM D4648)	
3 points	\$ 50.00
Consolidation (ASTM D2435-90)	
With 2 timed load increments	\$ 350.00
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 150.00
In triaxial cell with back pressure saturation (ASTM D5084-90)	\$ 300.00
Constant Head (ASTM D-2434)	\$ 350.00
One-Dimensional Swell (ASTM D4546-90)	
Method A	\$ 300.00
Method B	\$ 200.00
Method C	\$ 500.00
Shrinkage Limit (ASTM D-4318)	\$ 60.00
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166-85)	\$ 85.00
Unconsolidated Undrained - UU (ASTM D2850-78)	\$ 160.00
Triaxial Unconsolidated Undrained (back pressure saturation)	\$ 250.00
Consolidated Undrained (ASTM D4767-88) with pore press. meas. - CU/S/P	\$ 350.00
Consolidated Drained - CD	\$ 350.00
Consolidated Undrained or Consolidated Drained (3 points)	\$ 700.00
CBR with 3 point Proctor (ASTM D1883-87)	\$ 450.00
"R"-Value (Idaho T-8)	\$ 320.00
Rebound Number for Hardened Concrete (Schmidt Hammer) (ASTM D C-805)	\$ 15.00
Rock Point Load Index Test	\$ 25.00
Rock Core trimming and preparation (ASTM D4543)	\$ 25.00
Unconfined compressive strength of rock cores (ASTM D2938)	\$ 35.00
Concrete Cylinders (ASTM C39)	\$ 22.00
Mortar Cylinders (ASTM C780)	\$ 25.00
Masonry Unit Prisms (ASTM E447)	\$ 115.00
Grout Prisms (UBC - 5D 24-28)	\$ 25.00
High Strength Grout Cubes	\$ 22.00
Asphalt Concrete	
Extraction/Gradation (ASTM D2172/C136)	\$ 250.00
Rice Specific Gravity (ASTM D2041)	\$ 90.00
Bulk Specific Gravity and Density of asphalt cores/chunks (ASTM D2726)	\$ 30.00
Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$ 46.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$ 46.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$ 46.00
SFRM Density (ASTM E605)	\$ 30.00

Other tests charged at negotiated rates

\*Increase unit prices by 20 percent – 50 percent for contaminated samples.



AGENDA ITEM SUMMARY

DATE: 11/23/09

DEPARTMENT: Library

DEPT. HEAD SIGNATURE: NG

Meeting Date 11/30/2009

SUBJECT

Motion to approve Hailey Public Library Board of Trustees change in policy of fines on VHS and DVD from \$2.00 per day to \$1.00 per day.

AUTHORITY:  ID Code       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_

BACKGROUND: This rate of \$2.00 was set several years ago when we were just beginning to establish a movie collection. It was felt that the \$2.00 fine would encourage prompt return of VHS and DVD materials. Our collection has since expanded and it is felt that \$1.00 is a fairer rate.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Budget Line Item # 100-00-32257    YTD Line Item Balance \$

As this is only a small part of our fines and fees we don't feel there will be a significant change in this line item. Last year we were over by 19% in this budget line item.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

\_\_\_ City Attorney      \_\_\_ Clerk / Finance Director      \_\_\_ Engineer      \_\_\_ Mayor  
\_\_\_ P & Z Commission      \_\_\_ Parks & Lands Board      \_\_\_ Public Works      \_\_\_ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Hailey Public Library Director recommends approval of this change. We try to keep our circulation policies in line with other libraries within the consortium.

FOLLOW UP NOTES:



AGENDA ITEM SUMMARY

DATE: 11/20/09 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Taxi License Renewal

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.20  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual taxi business license renewals for A-1 Sun Valley Taxi & Tran / Rocky Mountain Trans.

City staff and Hailey Police Department have reviewed and approved applications.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve Airport Cab for 2010 license.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator: \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

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

FOLLOW-UP:

\*Ord./Res./Agmt./Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_



# AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

## LICENSE FEES:

New or Renewal \$250.00  
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00  
(If applicable)

TOTAL: 250<sup>00</sup>

<b>OFFICE USE ONLY</b>	
NEW _____	RENEWAL _____
APPROVED _____	DENIED _____
POLICE CHECK _____	<i>[Signature]</i>

EXPIRES ANNUALLY ON DECEMBER 31<sup>ST</sup>

Business Name: Mountain Resorts Services Dba: A-1 Sun Valley Taxi & Transp.

Owner Driver's License Number <sup>Wyoming</sup> 105478-291 Owner Date of Birth 08/18/64

Number of Vehicles Operated by Business 3

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes \_\_\_\_\_ No X

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes \_\_\_\_\_ No X

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**AGENDA ITEM SUMMARY**

**DATE:** 11/30/2009 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Miller's Limo Taxi Business License renewal

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.20  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Miller's Limo has filed for a renewal of their taxi license for 2010.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS** Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

_____ City Attorney	_____ Clerk / Finance Director	_____ Engineer	_____ Building
_____ Library	_____ Planning	_____ Fire Dept.	_____
_____ Safety Committee	_____ P & Z Commission	_____ Police	_____
_____ Streets	_____ Public Works, Parks	_____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Approved by HPD

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_



# AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

## LICENSE FEES:

New or Renewal \$250.00  
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00  
(If applicable)

TOTAL: 280.00

OFFICE USE ONLY	
NEW	RENEWAL
APPROVED	DENIED
POLICE CHECK <i>[Signature]</i>	

EXPIRES ANNUALLY ON DECEMBER 31<sup>ST</sup>

Business Name: Miller's Limo LLC

Owner Driver's License Number FA 124810H BARBARA Miller Owner Date of Birth 12/20/53  
Donald Miller

Number of Vehicles Operated by Business 2

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes \_\_\_\_\_ No X

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes \_\_\_\_\_ No X

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MILLER'S LIMO RATES

### **SUN VALLEY PRIVATE AIRPORT PICK UP/RETURN**

\$25 1<sup>ST</sup> Person/\$10 each additional person

**BOISE** ---\$300 up to 6 people /\$25 each additional person

**TWIN FALLS** ----\$175 up to 6 people/\$15 each additional person

\*\*\*\*\*additional charges apply in inclement weather

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## MILLER'S LIMO RATES

### **Bellevue and Hailey**

\$13 1<sup>st</sup> person/\$5 each additional person

**North of Hailey** \$18 1<sup>st</sup> person/\$5 each additional person

Up to Deer creek, Zinc Spur, Buttercup Rd.

**Mid Valley** \$20 1<sup>ST</sup> Person/\$5 each additional person

### **Sun Valley and Ketchum**

\$20 1<sup>st</sup> person/\$5 each additional person

### **Warm Springs, Elkhorn and north of Saddle Road**

\$23 1<sup>st</sup> person/\$5 each additional person

### **North of Lake Creek Drive up to Eagle Creek**

\$28 1<sup>st</sup> person/\$5 each additional person

\*\*\*\*\*Before 6 a.m. and after 10 p.m. additional \$5

**BOISE** ---\$300 up to 6 people /\$25 each additional person

**TWIN FALLS** ---\$175 up to 6 people/\$15 each additional person

\*\*\*\*\*additional charges apply in inclement weather

**BOISE** ---\$300 up to 6 people /\$25 each additional person

**TWIN FALLS** ---\$175 up to 6 people/\$15 each additional person

\*\*\*\*\*additional charges apply in inclement weather