

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT, made this 25th day of March, 2002, by and between Clark Engineering Corporation, Minneapolis, Minnesota, hereinafter referred to as "ASSIGNORS" and Kadrmas, Lee & Jackson, Inc., P.O. Box 290, Dickinson, North Dakota 58602-0290 hereinafter referred to as "ASSIGNEE."

WITNESSETH:

For and in consideration of the sum of \$1.00 and other good and valuable consideration, Assignors do hereby assign and grant unto Assignee, all of their right title and interest in and to the following engineering contract:

Date of Contract: February 11, 2002

Owner / Client Name: City of Rapid City

Address: 300 Sixth Street, Rapid City, SD 57701-2728
Attn: Joe Jagodzinski

Compensation Due to Method of Determination: Per Contract

Description of Contract: Professional engineering, survey and planning services for City Project No. ST02-1160, Reconstruction of portions of Hemlock, Sycamore, Sitka, Fir and Bluebird Court streets in the southeast portion of Rapid City. This project is to replace some paving, curb and gutter. Paving will be milled, edge/underdrain installed, asphalt concrete pavement and curb and gutter replaced.

Project No.: R00113-D 260 (CEC) 10402003 (KLJ)

Assignors assign this contract with the following representations:

- 1) That they are the owners of the engineering interest of said contract and have the full power and lawful authority to assign the contract in accordance with its terms;
- 2) To the best of Assignors' knowledge, that the execution and delivery of this assignment will not result in a breach of any of the terms or conditions or constitute a default under any agreement, license or other obligation of which the Assignors are a party;
- 3) To the best of Assignors' knowledge, that the contract is free and clear of any liens or encumbrances or pledges, restrictions or other burdens;
- 4) To the best of Assignors' knowledge, that the Assignors are not in default or alleged to be in default under any terms of the contract;

5) To the best of Assignors' knowledge, that there are no suits, actions or threats of action regarding said contract.

Assignees do hereby assume and agree to perform all of the obligations and covenants of the assignors under the terms of the above-described contract.

Assignors fully authorize and empower the Assignee on performance of said covenants and obligations to demand and receive the compensation due thereafter in the same manner as the Assignors might or could do, were this assignment not executed.

The Owner hereby grants its consent to this assignment.

IN WITNESS WHEREOF, The parties have executed this agreement the date first above written.

ASSIGNORS:

CLARK ENGINEERING CORPORATION

By: Larry B. McMurtry
Larry McMurtry, President

ASSIGNEE:

KADRMAS, LEE & JACKSON, INC.

By: Eugene C. Jackson
Eugene C. Jackson, President

OWNER:

CITY OF RAPID CITY

ATTEST:

Finance Officer

(SEAL)

By: _____
~~Randy Nelson, Engineering Manager~~
Jerry Munson, Mayor