



cetec@rushmore.com

PW020105-13

AUTHORIZATION AND AGREEMENT FOR SERVICES

Date: January 19, 2005

CLIENT - OWNER - INFORMATION

Name: City of Rapid City

Billing Address: 300 6th Street City/State/Zip Code: Rapid City, South Dakota, 57701-2724

Contact Person/Title: Dion Lowe, Project Manager

Phone: 605-394-4154 Fax: 605-394-6636

Project Title: Well No. 5 Pump Replacement Project
(City of Rapid City Project No. W05-1450)

Scope of Services: Engineering services per attached Proposal dated January 19, 2005.

Job Location - City: Rapid City, SD County: Pennington

Estimated Completion Date: September 1, 2005

Contract Amount: Maximum Limiting Fee of \$5,590.00.

CLIENT AGREES TO THE GENERAL TERMS AND CONDITIONS ATTACHED WHICH ARE A PART OF THIS AGREEMENT. PLEASE READ, SIGN AND RETURN ONE COPY TO CETEC ENGINEERING AT THE ADDRESS BELOW. WORK WILL NOT COMMENCE OR BE SCHEDULED UNTIL SIGNED AND COPIES RETURNED. THIS INSTRUMENT SHALL NOT CONSTITUTE AN AGREEMENT OR CONTRACT BETWEEN THE PARTIES UNTIL EXECUTED BY CETEC ENGINEERING SERVICES, INC.

I HEREBY APPROVE AND ACCEPT THIS AGREEMENT AND HAVE RECEIVED COPY OF SAME.

Accepted: City of Rapid City, South Dakota

By: _____ Date: _____
Mayor

Attested: _____ Date: _____
City Finance Officer

Accepted: Engineering Division

By: Dion Lowe Date: 1-21-05
Project Manager

Accepted by CETEC: Greg Wierenga Date: 1-19-05
Greg Wierenga, P.E., Project Manager

GENERAL TERMS AND CONDITIONS

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PAYMENT FOR SERVICES

Method of payment shall be as identified elsewhere. CETEC will bill the Client (Owner) monthly or as otherwise determined applicable, as work progresses. Invoice amounts are due and payable in full within thirty (30) days of the invoice date.

Accounts unpaid after said 30-day period shall be in default and shall be subject to a default or late payment charge computed at the rate of one percent (1%) per month, based upon the unpaid balance of the account dating from the invoice date, and accrued and compounded monthly. CETEC may give notice by regular mail and suspend services on all projects for any Client whose account is in default; and materials and information relating to such work will not be released until all amounts owing, including service charges, collection costs/fees, etc., are paid in full. CETEC will not be responsible for any penalty, damages or hardship that may result from such suspension of work. Accounts remaining unpaid for a period of forty five (45) days after the invoice date will be subject to a mechanics lien and collection action by any legal action deemed appropriate. The expense of collection, including attorney's fees, CETEC personnel time and/or collection will be added to accounts in default.

Work performed on an hourly basis will normally be billed at the current hourly charge rate established for each employee providing services. Actual expenses times 1.10 shall be added to all hourly work, except for those applicable items where established charges may apply, such as for reproduction, mileage, postage, etc.

GENERAL CONDITIONS

Where applicable, proposed fees constitute our best estimate of the charges required to perform the services as defined. Except as provided otherwise, the project will not be reduced without written mutual agreement. Where project scope is expanded by Client/Owner (or agent), Client will be responsible for payment for services resulting therefrom. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, if facts are uncovered which reveal a change in direction which may alter the scope, CETEC will inform the Client of such situation so that changes in scope can be negotiated as required.

CETEC will provide all services in accordance with generally accepted professional practices. CETEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, express or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Cancellation of this project by the Client shall be effective seven (7) days after notice to CETEC. The written notice shall include the reasons and details for cancellation. A final invoice will be prepared for all charges incurred through the date of cancellation; and payment will be due as stated elsewhere herein.

If the Client violates any of the agreements entered into between CETEC and the Client, or if the Client fails to carry out any of the duties contained in these terms and conditions, CETEC may, upon seven (7) days written notice to the Client, suspend its services and/or terminate this agreement with the Client, without further obligation or liability to CETEC, unless within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of CETEC.

The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.

CETEC retains ownership of all instruments of service pertaining to this project. Re-use of any documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless CETEC from all claims, damages and expenses, including attorneys' fees, arising out of such re-use of the documents by the Client or by others acting through the Client. Nothing in this agreement shall be construed to subject or extend to CETEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

INSURANCE

CETEC will maintain insurance coverage in the following amounts:

Workers Compensation: South Dakota State Statutory
Professional Liability: \$1,000,000

If the Client requires coverages or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

TIME AND PERIOD OF PERFORMANCE - ASSIGNMENT OF CONTRACT

CETEC shall perform the described work as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The anticipated schedule is based upon a reasonable estimate of the time required to perform the work and does not include allowances for periods of time required for the Client's review and approval of submissions and for approvals of authorities having jurisdiction over the project. The schedule shall be adjusted as required as the work proceeds in the event there are delays in any required approvals, for any other delays beyond the control of CETEC, in the event the scope of the work is changed in any respect or if more time is required to perform the work than was originally estimated or anticipated by CETEC.

Client (Owner) shall not assign this agreement without the authorized written consent of CETEC. This agreement shall extend to and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.



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**ENGINEERING SERVICES PROPOSAL
FOR
Well No. 5 Pump Replacement Project W05-1450**

To: City of Rapid City
Engineering Division
Attn: Dion Lowe, Project Manager
300 6th Street
Rapid City, SD 57701-2724

From: CETEC Engineering Services, Inc.
1830 West Fulton Street
P.O. Box 9014
Rapid City, SD 57709-9014

Date: January 19, 2005

Project Description:

The project consists of replacement of the existing submersible well pump in City Well #5 near Arnt Drive. The existing pump has failed. It is intended to install a new pump with similar performance characteristics. The existing pitless unit and well house piping systems will remain unchanged. The motor control systems and conductors are anticipated to remain unchanged. The project also will include lowering of the existing pump in Well #10 near South Plaza Drive.

Scope of Services:

Preliminary Design Report

1. Assemble and review existing well data and equipment information. Verify electrical system component sizes.
2. Evaluate system hydraulics and develop system head relationship.
3. Establish the range of pumping system performance needed.
4. Perform trial pump selections and identify acceptable designs for bidding.
5. Develop schematic design for level transducer system for Well #5.

6. Summarize findings in a preliminary design report, including cost estimates.
7. Review preliminary design report with City staff and revise report as required.

Final Design

1. Prepare final plans, specifications and bidding documents for Well #5 pump replacement and related materials and equipment, and include lowering existing pump in Well #10.
2. Submit final plans and specifications for Owner review and comment.
3. Make revisions as needed and furnish final bid-ready plans and specifications to Owner.

Bid Phase

1. Assist with bid process administration.
2. Respond to bidding questions and issue addenda as needed.
3. Provide recommendations regarding contract award.

Construction Phase

1. Attend preconstruction conference.
2. Review and take action on Contractor submittals, shop drawings and manuals.
3. Perform one site visit at each project location during construction.
4. Observe and document start-up activities.
5. Assemble manufacturer's manuals and as-built drawings and furnish 3 copies to City.
6. Provide review and recommendations on contract or pay applications.

Subconsultants:

Subconsultants are not anticipated for this project.

Excluded Services:

Services not anticipated to be necessary and therefore not included in the project scope or fee proposal are as follows:

1. Modifications to sitework, pumphouse, structure, mechanical or electrical systems are not included. It is anticipated that existing pumphouse and electrical systems will be used without modifications. It is anticipated that electrical systems for the optional level transducer will be by City personnel, thus are not included.

Schedule:


CETEC will endeavor to complete work in a timely manner as outlined in the request for proposals, with final detailed specifications and bidding documents completed on or before April 1, 2005.

Fee:

CETEC proposes a maximum limiting fee contract in the amount of \$5,590.00 for identified services as described in the Fee Estimate, included herein as Attachment No. 1.

Respectfully Submitted:

CETEC Engineering Services, Inc.



Greg Wierenga, P.E., President

ATTACHMENT No. 1**Fee Estimate**

Project Well #5 Pump Replacement and Well #10 Pump Lowering
 Prepared For City of Rapid City
 Prepared By CETEC Engineering Services, Inc.
 Date: January 19, 2005

	<i>Project Engineer</i>	<i>Project Technician</i>	<i>Clerical</i>	<i>Survey Chief</i>	<i>Survey Assistant</i>	<i>Fee</i>
	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	
<i>Preliminary Design</i>						
Project Coordination and Management	2	-	2	-	-	
Base plans	2	2	-	-	-	
Background information review	4	-	-	-	-	
Hydraulic analysis and head conditions	4	-	-	-	-	
Pump selection alternatives	4	-	-	-	-	
Level Transducer	2	-	-	-	-	
Preliminary design report	4	2	2	-	-	
Meetings (2) (Kick-off and Preliminary Review)	4	-	-	-	-	
Labor Hours	26	4	4			
Labor Rate (\$/hr.)	\$ 90.00	\$ 55.00	\$ 35.00	\$ 60.00	\$ 35.00	
Labor Fee	\$ 2,340.00	\$ 220.00	\$ 140.00	\$ -	\$ -	\$ 2,700.00
Preliminary Design Subtotal						\$ 2,700.00
<i>Final Design</i>						
Detailed Specifications and Bid Documents	8	2	4	-	-	
Client Meetings / Reviews	2	-	-	-	-	
Labor Hours	10	2	4			
Labor Rate (\$/hr.)	\$ 90.00	\$ 55.00	\$ 35.00	\$ 60.00	\$ 35.00	
Labor Fee	\$ 900.00	\$ 110.00	\$ 140.00	\$ -	\$ -	\$ 1,150.00
Final Design Subtotal						\$ 1,150.00
<i>Bidding Phase</i>						
Clarifications / addenda / administration	4	-	2	-	-	
Labor Hours	4		2			
Labor Rate (\$/hr.)	\$ 90.00	\$ 55.00	\$ 35.00	\$ 60.00	\$ 35.00	
Labor Fee	\$ 360.00	\$ -	\$ 70.00	\$ -	\$ -	\$ 430.00
Bidding Phase Subtotal						\$ 430.00
<i>Construction Phase</i>						
Submittals	2	-	1	-	-	
Site Visits and Start-up	4	-	1	-	-	
Construction Administration / Meetings	4	-	1	-	-	
As-Builts and Manuals	2	1	2	-	-	
Labor Hours	12	1	5			
Labor Rate (\$/hr.)	\$ 90.00	\$ 55.00	\$ 35.00	\$ 60.00	\$ 35.00	
Labor Fee	\$ 1,080.00	\$ 55.00	\$ 175.00	\$ -	\$ -	\$ 1,310.00
Construction Phase Subtotal						\$ 1,310.00
Total Maximum Fee						\$ 5,590.00