

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT

Date: 2/20/08

Project Name & Number: East North/East Boulevard Reconstruction (from St. Joseph to Cambell) **CIP #:** 50142-1511
ST08 - 1511

Project Description: Preliminary Study, Project Scoping and Field Survey.

Consultant: Kadrmas, Lee & Jackson, Inc

Original Contract Amount: \$124,310.37 **Original Contract Date:** _____ **Original Completion Date:** _____

Amendment Number: _____

Amendment Description: _____

Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: _____ **\$0.00** **New Completion Date:** _____

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$3,200.00	933	4223	Water replacement (80% of Utilities)
\$2,527.44	833	4223	Sewer Replacement (20% of Utilities)
\$118,582.93	8910	4223	To be reimbursed by SDDOT Urban Systems Funding workorder (STP)
\$124,310.37	Total		

Agreement Review & Approvals

<p> _____ Project Manager Date: 2/20/08</p>	<p> _____ Division Manager Date: 2-20-08</p>
<p> _____ Department Director Date: 2/20/08</p>	<p style="text-align: center;">SEE CONTRACT</p> <p>_____ City Attorney Date: _____</p>

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved	
Appropriation			Y N	
Cash Flow			Y N	

**AGREEMENT
FOR PROFESSIONAL SERVICES**

**East Boulevard/ East North Street Reconstruction
East Boulevard from St. Joseph Street to Rapid Creek,
East North Street from Rapid Creek to Cambell Street
Project No. P1774(3), PCN 01FNST05-1435
Rapid City CIP No's 50129, 50142 & 50565**

THIS AGREEMENT made on this ____ day of _____, 2008 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Kadrmas, Lee & Jackson, Inc., 330 Knollwood Drive – Suite A, Rapid City, South Dakota 57709-3416, hereinafter referred to as CONSULTANT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of Engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

SECTION 1 - GENERAL

1.1 Project Description:

**East Boulevard/ East North Street Reconstruction
East Boulevard from St. Joseph Street to Rapid Creek,
East North Street from Rapid Creek to Cambell Street**

Preliminary Study and Scoping of Project Needs

The general objective of this phase is to provide documented information necessary for the City of Rapid City, and the South Dakota Department of Transportation (SDDOT) to reach a consensus on the improvements necessary for project development.

Preliminary Design Phase and Environmental Documentation

The general objective of this phase will be to conduct the activities identified during the Preliminary Study and Scoping of Project Needs as described above and attached and the completion of the Environmental Documentation activities as coordinated with the SDDOT and Federal Highway Administration. The scope of these services and associated fees will be determined at a later date and added to the Agreement through a supplemental document as negotiated by the OWNER and CONSULTANT.

Design Phases

The general objective of these phases will be to provide the design engineering services necessary to prepare detailed plans and specifications for the various individual segments/phases as identified during the Preliminary Design Phase and Environmental Documentation Phase. The scope of these services and associated fees will be determined at a later date and prior to each individual phase and added to the Agreement through a series of supplemental documents as negotiated by the OWNER and CONSULTANT.

Bidding Phases

The general objective of these phases will be to assist the OWNER in obtaining bids for the services and equipment necessary to construct the various individual segments/phases as identified during the Preliminary Design Phase and Environmental Documentation Phase. The scope of these services and associated fees will be determined at a later date and prior to each individual phase and added to the Agreement through a series of supplemental documents as negotiated by the OWNER and CONSULTANT.

Construction Phases

The general objective of these phases will be to assist the OWNER in reviewing the construction activities and equipment for general conformance with project plans and specifications for the various individual segments/phases as identified during the Design Phases. The scope of these services and associated fees will be determined at a later date and prior to each individual phase and added to the Agreement through a series of supplemental documents as negotiated by the OWNER and CONSULTANT.

SECTION 2 – SCOPE OF SERVICES

2.1 Basic Scope of Services

The anticipated services are set forth in the *"Phase 1 – Scope of Services Preliminary Study and Scoping of Project Needs"* dated January 17, 2008; and are attached hereto as Exhibit A.

The tasks to complete the project requirements are established in the Man-Hour Projections and Estimated Fees attached hereto as Exhibit B.

The City shall furnish copies of existing reports, studies, and mapping appropriate for the study.

2.2 Additional Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.2.1 through 2.2.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 4.

- 2.2.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- 2.2.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.2.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto).
- 2.2.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office, or other services as detailed in Exhibit A.
- 2.2.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.2.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.2.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Section 2.1, and services not otherwise provided for in this Agreement.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The Provisions of this section have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of construction. Consultant's obligation to render services hereunder will extend for a period which may reasonably be required for completion of the project including extra work and extensions thereto.
- 3.2 The CONSULTANT'S period of service shall be in accordance with the schedule set forth below.
 - Phase 1 Notice to Proceed – March 7, 2008
 - Research and Summary of Findings – May 2, 2008
 - Field Survey and Base Plan Drawings – June 6, 2008
 - Subsequent Phases - The period of service will be determined at a later date and prior to each individual phase and added to the Agreement through a series of supplemental documents as negotiated by the OWNER and CONSULTANT.

SECTION 4 - PAYMENTS TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

4.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 2 as detailed in Attached Exhibit A in an amount not-to-exceed One Hundred Twenty-Four Thousand Three Hundred Eighty-One Dollars and Seventy-Five Cents (\$124,310.37), including reimbursable expenses, as detailed in attached Exhibit B.

The tasks included in Phase 100 Water System and Phase 200 Sewer System will be Non SDDOT Cost Participating. The amounts not-to-exceed for the Non SDDOT Cost Participating tasks and SDDOT Cost Participating tasks are as follows:

- Non SDDOT Cost Participating = \$ 5,727.44
- SDDOT Cost Participating = \$ 118,582.93

4.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost time the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31.

4.1.1.2 OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term Reimbursable Expenses has the meaning assigned to it in paragraph 4.4 in accordance with 48 CFR Part 31.

4.1.2 *For Additional Services.* OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

4.1.2.1 *General.* For additional services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.2 on the same basis as outlined in paragraphs 4.1.1.1 and 4.1.1.2.

4.2 Times of Payments

4.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit B. The remaining 10% shall be due upon approval of the Final Plans for the Project as accepted by OWNER.

4.3 Other Provisions Concerning Payments

- 4.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT'S statement the CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- 4.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.
- 4.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.
- 4.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies there under if originals be lost at such reasonable time and place as may be designated by the OWNER and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on project described in this Agreement for a period of three years from the conclusion of the project. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the project.

Upon reasonable notice, the CONSULTANT will allow OWNER auditors to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

- 4.3.5 *Inspection of Work.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

- 4.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.
- 4.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 4.3.8 In the event the service to the contract is terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the OWNER up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

4.4 Definitions

Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0 as determined in accordance with CONSULTANT'S normal accounting practices.

SECTION 5 – OWNERSHIP OF DATA

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of documents for extensions of the Project or other projects shall be at the OWNER'S sole risk and liability.

SECTION 6 – PUBLICATION AND RELEASE OF INFORMATION

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

SECTION 7 – ACQUISITION OF PROPERTY OR EQUIPMENT

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

SECTION 8 – INDEPENDENT CONSULTING AND SUBCONTRACTING

While performing services hereunder, CONSULTANT is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

SECTION 9 – PERSONNEL EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 10 - NONDISCRIMINATION/ADA

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

SECTION 11 - CLAIMS

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees, to the extent such claims are caused by OWNERS negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

SECTION 12 – ACCEPTANCE AND MODIFICATION

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

SECTION 13 – TERMINATION OR ABANDONMENT

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up to the date of termination.

SECTION 14 – GOVERNING LAW

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

14.1 Forum Selection

Any dispute arising out of this contract shall be litigated in the Circuit Court for the 7th Judicial Circuit, Rapid City, South Dakota.

14.2 Compliance Provision

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

SECTION 15 – MERGER CLAUSE

This written agreement including Exhibit A Scope of Work and Exhibit B Man Hour Projections and Estimated Fees constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 16 – COMPLIANCE WITH CLEAN AIR ACT

Consultant stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the CONSULTANT of any communication from the Director, Office of Federal Activities, EPA, indication that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SECTION 17 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CONSULTANT certifies, by signing this agreement that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SECTION 18 – INSURANCE AND REPORTING

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of insurance policies if requested by the OWNER.

Reporting

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 19 - SUPERCESSION PROVISION

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

SECTION 20 - CERTIFICATION REGARDING LOBBYING

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 21 - SEVERABILITY PROVISION


In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

OWNER:

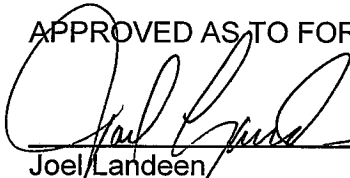
CONSULTANT:

BY: _____
Alan Hanks, Mayor
Date: _____

BY:  _____
Rodney A. Senn, PE
Kadmas, Lee & Jackson, Inc.
330 Knollwood Drive – Suite A
Date: FEB. 15, 2008

BY: _____
Finance Officer

APPROVED AS TO FORM

 _____
Joel Landeen
Assistant City Attorney
DATE 2/18/08

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 2008, before me, a Notary Public, personally appeared Allan Hanks, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this 21st day of January, 2008, before me, a Notary Public, personally appeared Rodney A. Senn, known to me to be a Principal of Kadrmas, Lee & Jackson, Inc., and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

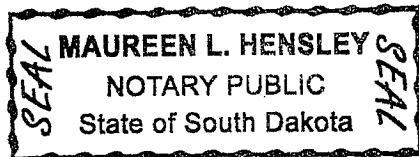
Maureen L. Hensley

Notary Public

My Commission Expires:

11-5-2008

(SEAL)



Address for Giving Notices:
City of Rapid City of Rapid City
Engineering Services
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:
Kadrmas, Lee & Jackson, Inc.
330 Knollwood Drive
Suite A
Rapid City, South Dakota 57701

EXHIBIT A
KADRMAS, LEE & JACKSON, INC.
PHASE 1 – SCOPE OF SERVICES
PRELIMINARY STUDY & SCOPING OF PROJECT NEEDS
EAST BOULEVARD & EAST NORTH STREET RECONSTRUCTION
PROJECT No. P1774(3), PCN 01FN
CITY OF RAPID CITY, SOUTH DAKOTA
JANUARY 17, 2008

PURPOSE

Kadrmass, Lee & Jackson, Inc. (KL&J) will conduct the research and data collection (Phase 1) necessary to prepare the scope of services for the Preliminary Engineering Report and Environmental Documentation (Phase 2) for the East Boulevard and East North Street Reconstruction Project.

OBJECTIVE

The general objective of this phase is to provide documented information necessary for the City of Rapid City, and the South Dakota Department of Transportation (SDDOT) to reach a consensus on the improvements necessary for project development.

GENERAL STUDY REVIEW

Project limits: General reconstruction of East North Street from the west side of the Cambell Street intersection to East Boulevard. The project limits will extend east of the Cambell Street intersection for the water main connection. General reconstruction of East Boulevard from East North Street south through the intersection of St. Joseph Street.

- East Boulevard from St. Joseph Street south to Quincy Street and will include replacement of large diameter transmission main to Signal Hill Reservoirs. Explore and scope options in conjunction with this project for a future project.
- Review existing reports and studies impacting the project area; and identify issues needing to be addressed.

UTILITIES

Water System

- Identify the need for dynamic water system modeling to optimize the sizing of the transmission main in East North and East Boulevard. Sizing to be determined either by the Burns & McDonnell system master plan or through modeling performed in Phase 2 design services.
- Research data to determine the level of analysis required to look at need for installing parallel mains in East North Street. Once a definitive size is determined this information will be used to evaluate appropriate combination of sizes for the parallel mains.

- Research data to scope improvements required to provide connection of the proposed new parallel mains in East North Street to the existing main located east of the Cambell Street intersection.
- Look at need for large diameter main connections at Waterloo Street, Maple Street near the Philadelphia Street intersection, and Lacrosse Street north of East North Street.
- Scope service connection needs on East Boulevard to determine locations of non-conforming services and needs to correct by providing for an alternate service. If alternate servicing is not possible, consideration for a parallel main along with the proposed transmission main replacement may need to be considered.
- Identify non-conforming utility services throughout the project limits.

Sewer System

- Research proposed trunk sewer line corridor up and down stream of the intersection at Omaha Street and East Boulevard. Sizing needs will be identified either from the Burns & McDonnell master plan or if needed an analysis to determine appropriate sizing will be performed in PE Phase 2. Installation of casing to be considered in lieu of replacement or reconstruction of trunk line.
- Determine non-conforming services and determine possible alternates for correction South of Omaha Street. The area north of the railroad right-of-way is known for having problematic non-conforming services.
- Provide preliminary concepts for sewer main crossing on East Boulevard near St. Louis Street. This sewer main crossing serves the Prairie Market and is known to be in poor condition.
- Provide service area study for the basin lying north of East North Street to determine needs in the area and possible stub outs to the north at Cambell Street, and Riley Ave.

Storm Sewer and Storm Water Quality

- Provide research study north and east of the intersection of Cambell Street and East North Street to determine any potential system needs on East North Street to meet City Criteria.
- Identify parameters of proposed box culvert crossing at Spruce Street as identified in the Knollwood Drainage Basin Design Plan (DBDP) to determine how crossing installation will be performed. This identification to be sufficient to assure future projects up and downstream of East North Street will perform as identified in the DBDP in collecting and conveying flows up and downstream. Work to be coordinated with current design work by FMG Inc. downstream in Elements 2 & 20 in the DBDP.
- Perform preliminary research to determine storm sewer needs along East North Street to meet City criteria.
- Perform preliminary research of storm sewer needs along East Boulevard - north of Rapid Creek to meet City criteria.
- Perform preliminary research of area north of the DM&E railroad right-of-way and east of East Boulevard North to determine storm water needs for alleviating flooding under the railroad underpass on East Boulevard North.

- Perform research of area south of Rapid Creek along East Boulevard, including the basin south of Quincy Street that has experienced some basin transfer causing additional flows on East Boulevard. Flow currently is draining directly onto East Boulevard due to undersized storm sewer in East Boulevard south of Quincy Street. This additional flow may be compromising the existing capacity of the storm sewer in East Boulevard.
- Identify potential storm water quality enhancement locations where runoff can be treated prior to entering Rapid Creek along East Boulevard.
- Look at routing of runoff towards Roosevelt Park Ponds via the Old Iowa Irrigation Ditch.
- Identify potential for treatment of a portion of the East North Street area runoff in the Lacrosse Street Pond (east of Lacrosse Street and south of East New York Street) by considering some outlet structure modifications.
- Considering alternates such as streetscaping or landscaping along East North Street east of Lacrosse Street for treatment of runoff prior to entering storm sewer.
- Identify wetlands habitats that may be potentially impacted by the project or any storm water quality enhancements to be considered.
- Meet with Department of Parks and Recreation (Jerry Cole) to relay storm water quality enhancements proposed in the park areas to determine if conflicts with park usage will occur.

Private Utilities

- Need to contact private utility companies to alert them of the project, identify their needs to be coordinated with the project.
- Preliminary research for the use and coordination of sharing of a common utility trench.

TRAFFIC FORECASTS

Existing Conditions

Intersection turning movement counts will be conducted for a 16 hour time period between 6 a.m. and 10 p.m. at Spruce Street. Intersection turning movement counts will be conducted during the 3 hour a.m. and 3 hour p.m. peak hours at the following 7 intersections along East Boulevard/East North Street:

- New York
- Maple
- Waterloo
- Milwaukee
- Philadelphia
- LaCrosse
- Cherry

Traffic Counts

The traffic counts will be supplemented with historical traffic data provided by Rapid City and SDDOT to develop baseline traffic inputs for AADT and tourism peak traffic during a.m. and p.m. peak hours.

Future Traffic

Baseline traffic forecasts (year 2030) will be based upon a combination of the Rapid City Area Long Range Transportation Plan and SDDOT traffic forecasts, and existing traffic data. Forecasts will be developed for AADT and tourism peak traffic during a.m. and p.m. peak hours, and development of design hourly volumes and peak hour factors with traffic composition.

ANALYSIS OF TRAFFIC OPERATIONS

Existing Conditions

Analysis will include signal warrant analysis, Highway Capacity Analysis, signal progression analysis and 3-year crash history analysis.

Future Conditions

Analysis will include signal warrant analysis, Highway Capacity Analysis, signal progression analysis, and a technical memo summarizing the future conditions. A traffic analysis of the year 2030 projected traffic volumes will be completed to determine minimum required lane geometry.

Traffic Report

A technical memo report will be prepared to summarize the analysis of existing and future conditions.

STREET

On Street Parking

- Identify location of existing on street parking; consider elimination and potential impacts to businesses due to this possible parking reduction.

Right-of-Way Encroachment

- Identify existing encroachments of private improvements and parking in the right-of-way and determine impact of eliminating encroachments

Access Management/Consolidation

- Identify number and location of access points that are non-conforming and do not meet city criteria. Identify approximate level of effort and public relations approach that will be needed to address this issue in design of the project.

Transit

- Coordinate with Rapid Transit (Rich Sagen) for needs relative to the project. Preliminary analysis of potential locations and infrastructure needs.
 - Stop Shelters
 - Pedestrian Refuge

Bike Trail

- Meet with City Bike Walk Run Committee. Identify proposed needs in any master plans or general need for inclusion of bike lanes into the project. Identify proposed need for additional pedestrian signing.

Streetscaping

- Identify potential streetscaping possibilities along East Boulevard and coordinate with Rapid City Department of Parks and Recreation (Jerry Cole) for concurrence and needs. Consider traditional center boulevard in lieu of existing boulevards on each side.
- Identify potential streetscaping options along East North Street.
- Consider locations for intersection pedestrian refuge. Get property owner input on concept.

Street Alignment

- Consider traditional center boulevard in lieu of existing boulevards on each side of East Boulevard from East Philadelphia Street to Rapid Creek.
- Analysis of a raised median along East Boulevard to control traffic movements and conflict points.
- Do not anticipate geometrics changing along East North Street due to the existing narrow 80-foot right-of-way. Consider elimination of on street parking and possible incorporation of bus stops.

Street Surfacing

- Define the scope of geotechnical investigations that will be necessary for preliminary and final design of project.

Preliminary Survey

- Provide topographic field survey throughout identified corridor limits.
- Provide base plan drawings of existing street conditions based on topographic survey.

RAPID CREEK BRIDGE

- Gather and review previous inspection reports.
- Complete a preliminary surface inspection of the bridge and determine if there have been any changes since the last bridge inspection report.
- Make recommendations regarding needed repairs or additional analysis in Phase 2.

FUNDING**SDDOT/FHWA**

- Meet with SDDOT and determine:
 - Funding parameters per the 1989 road swap agreement with the City.
 - Determine participating items for State's 50% match dollars
 - Replacement vs. oversizing/upgrades
 - Known eligible items
- Determine if the FHWA will have any oversight on the project.

PUBLIC RELATIONS**Public Relations**

- Conduct one open house meeting to present findings and issues to be addressed in the Preliminary Engineering Report
- Prepare renderings to show public examples of problematic areas.
- Develop a plan for a Public Relations Campaign

PROJECT DESIGN SCHEDULE

Develop and present a preliminary project phasing layout and schedule to complete the project scope developed based on Phase 1 research and findings. Phasing and scheduling to be validated in Phase 2 Preliminary Engineering Report.

DELIVERABLES

- Recommend utility improvements to be included in project development and/or as a separate project.
- Recommend Street and Traffic Improvements to be included in Phase 2
- Summarize and report on how the SDDOT matching funding can be used
- News releases, exhibits and handouts for open house public meeting
- Provide base plan drawings of existing street conditions based on topographic survey

PHASE 1 - SCHEDULE SUMMARY

Notice to Proceed – March 7, 2008

Research and Summary of Findings – May 2, 2008

Base Plan Drawings – June 6, 2008