

KLJ PROJECT NO. 10406110

AGREEMENT

FOR PROFESSIONAL ENGINEERING SERVICES

This is an Agreement, which shall become a contract, effective on _____, between the City of Rapid City, South Dakota, herein after referred to as the OWNER; whose address is; 300 Sixth Street, Rapid City, South Dakota 57701-2724, and Kadrmass, Lee & Jackson, Inc., herein after referred to as the ENGINEER; whose address is; 330 Knollwood Drive – Suite A, Rapid City, South Dakota 57709-3416.

The ENGINEER herein agrees to provide professional engineering services to the OWNER for the **43rd Crt Watermain Reconstruction Project, ST06-1529 CIP #50606**, herein defined as the 43rd Crt Watermain Reconstruction Project , consisting of the following **Scope of Services**:

ENGINEER shall provide a complete design, bidding and construction services to address watermain, sewer main, storm water system, and pavement reconstruction or restoration needs for the identified project area. Said services shall include:

Preliminary Design Phase

- Research & review historical documents relative to the project area.
- Define scope of geotechnical investigations and perform contract coordination with sub-consultant.
- Sewer main service area determination and sewer main design option(s) investigations.
- Utility locations and coordination meetings with affected utility companys for their installations.
- Storm water system calculations & design (local basin).
- Storm water system design coordination (major drainage) including preliminary plan & profile design for W. Main St. (43rd Crt. west to 44th St.) and the 44th St. and W. Main St. Intersection).
- Topographic & Land surveys including right-of-way & easement research as needed.
- Plan & profile sheet preparation (preliminary) & associated preliminary design for sewer, water, storm sewer and street work
- Preliminary cost estimate(s) for various preliminary design options.
- Project Coordination
- Meetings with property owners.
- Meetings with Public Works staff.
- Preliminary Design Report Preparation.

Final Design Phase

- Construction easement preparation.
- Final Plan & profile sheet preparation and associated detailed design.
- Erosion Control Plan.
- Construction traffic control plan.
- Construction sequencing plan.
- Detailed specifications.
- Final Cost estimate.
- Utility Company plan submittals and review.
- Final deliverables preparation and reproduction.

- Meetings with Public Works staff.

Bidding Phase

- Advertisement preparation and submittals.
- Print and issue plans and specifications.
- Bid document preparation
- Attend Prebid Conference, address questions, prepare and issue addenda.
- Bid opening, review, bid tab preparation and submittals to Public Works & bidders.
- Contract preparation and submittals
- Construction contract document reviews and submittals to City for signing
- Prepare and issue Notice to Proceed.
- Meetings with PW staff and contractor as necessary.

Construction Phase

ENGINEER shall provide a project representative during construction to observe the work during the construction period (assumed to be a maximum of 12 weeks) and record construction progress and provide the following services:

- Attend pre-construction conference and progress meetings.
- Review and take action on shop drawings, testing results, and other submittals
- Provide the line and grade stakes & removal limits marking necessary for construction
- Distribute Public Service Announcements
- Provide daily observation and documentation of all critical project activity with pictures and diary entries.
- Provide weekly, written observation/progress reports to Public Works staff
- Provide materials testing, as needed to verify contractor's results
- Provide "as constructed" drawings to Public Works staff on 22"x34" mylar and in digital format in AutoCAD Release 2006 or prior release.
- Prepare monthly progress payment estimates to contractor prior to submitting to OWNER for payment
- Prepare and submit project completion punch list items to Contractor and Public Works Department.
- Issue a "final completion and project acceptance" letter to contractor, which begins the two-year project warranty

PAYMENT

ENGINEER will perform the necessary services, as defined above for the OWNER, on an hourly basis using rates, which will not exceed the maximum hourly rate described on the attached hourly rate schedule.

Payment for all Phases shall not exceed \$ 142,273.40 unless approved in writing, by the OWNER in advance of providing the service.

Payment will be based upon the actual number of hours spent on the project, as documented by the ENGINEER and approved by the OWNER.

Any changes to the scope of work defined above, which may require additional engineering services or other, specialized services, beyond the "in-house" capability of the ENGINEER, which may require additional hours of work or fee, shall be approved by the OWNER in advance of doing the work or providing the service.

Payment shall be made upon the OWNER'S receipt of billing statement from the ENGINEER.

SITE ACCESS AND RIGHT OF ENTRY

OWNER will grant or obtain all necessary access and right of entry to properties involved in this contract to ENGINEER. OWNER further understands that some site damage may occur as vehicles and equipment enter and leave the site. ENGINEER shall have provisions within the construction documents, which require all parties to use caution and care to minimize damage in and around the site as well as on all access roads. The contractor under the contract documents will reclaim all areas damaged to a condition equal to that prior to construction.

DELIVERABLES

Upon Preliminary Design Phase submittal, ENGINEER shall deliver two sets of preliminary design plans, preliminary cost estimate and a Preliminary design Report to OWNER and review the project with OWNER'S staff

Upon completion of 95% of the design engineering services, ENGINEER shall deliver two complete sets of the construction documents along with an opinion of costs to OWNER and review the project with OWNER'S staff.

Upon 100% completion of the plans and specifications and prior to advertising for bids, ENGINEER shall furnish to the OWNER, two copies of all reports, plans and specifications pertaining to the project. All copies furnished to OWNER shall be stamped by a Registered Professional Engineer and one copy of the plans shall be on "reproducible" paper. Original documents, survey notes, drawings and maps prepared by the ENGINEER shall remain the sole property of the ENGINEER.

ENGINEER shall provide OWNER with an opinion of project construction cost at the Preliminary Design Phase, 95% stage and again upon 100% completion of the plans and specifications and prior to advertising.

Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the project. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such cost opinion as compared to construction bids or actual costs to the OWNER.

CONTACT TERMINATION

This agreement may be terminated by either party in the event that either party fails to fulfill it's obligations as defined herein, through no fault of the terminating party, provided that the other party is given not less than 10 calendar days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

If termination for default is requested by the OWNER, any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default.

If termination for default is requested by the ENGINEER, the equitable adjustment shall include payment to the ENGINEER for services performed and expenses incurred up to the date of termination, in addition to termination settlement costs reasonable costs and expenses incurred by the ENGINEER from commitment, which were made prior to the date of termination notice.

CANCELLATION OF WORK

The OWNER may, without being in default under this agreement, cancel all or any portion of the services provided under this agreement, after giving the ENGINEER twenty (20) calendar days of advance written notice. In the event of such cancellation, the OWNER shall pay the ENGINEER all compensation earned up to the effective date of cancellation, as well as all reasonable costs and expenses incurred while winding down services and canceling performance of services under this agreement, including those related to commitments which had become firm prior to the date of the termination notice.

PROPOSED PROJECT SCHEDULE

Contract Negotiations Completed.....	December 13, 2006
Notice to Proceed with Design.....	February 6, 2007
Preliminary Design Submittal	April 30, 2007
95% Plans and Engineer's Opinion of Project Costs.....	June 15, 2007
Final Plans and Specifications Complete.....	July 21, 2007

INSURANCE

ENGINEER'S liability to the OWNER for injury or damage to persons or property arising out of work performed for the OWNER and for which legal liability may be found to rest upon ENGINEER, other than professional errors and omissions, will be limited to ENGINEER'S general liability insurance coverage which ENGINEER maintains in limits of at least \$1,000,000.

ENGINEER and sub-consultants shall maintain workmen's unemployment compensation coverage, as well as public liability and property damage insurance, in amounts deemed adequate by ENGINEER. Certificates of insurance coverage shall be provided to OWNER upon written request.

MISCELLANEOUS PROVISIONS

The ENGINEER shall be held harmless by OWNER, or any other person, for use of any plans or drawings not signed by ENGINEER, or for use of plans or drawings on any project other than the one set forth in this Agreement. The ENGINEER shall not be held responsible for any changes not specifically approved by the ENGINEER, which are made on the plans, reports or specifications, by the OWNER or other person.

The ENGINEER shall be held harmless from delays caused by strikes, lockouts, accidents, acts of God, labor shortages, failure of the OWNER to furnish information or approve or disapprove the ENGINEER'S work, faulty performance by the OWNER or his agents, other contractor's, sub-consultant's or governmental agencies. In the case of such delays, the time for completion of the engineering work shall be extended accordingly.

The ENGINEER'S undertaking hereunder shall not relieve the OWNER of OWNER'S obligation to perform the defined work in conformity with the documents prepared, in a standard, industry accepted manner; shall not make the ENGINEER an insurer of the OWNER'S or any other sub-consultant's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.


APPLICABLE LAWS

The laws of the State of South Dakota shall govern this agreement.

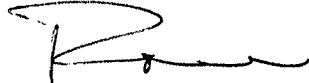
ACCEPTANCE

OWNER'S acceptance of this proposal as indicated by signature below will constitute an Agreement between OWNER and ENGINEER and be ENGINEER'S authority to proceed with the work. OWNER agrees that there are no understandings or agreements except as herein expressly stated. This agreement has been prepared in duplicate and both OWNER and ENGINEER will receive a signed copy with original signatures.

ENGINEER:



RODNEY A. SENN, P.E.
KADRMAS, LEE & JACKSON, INC.



Witness

OWNER:

JIM SHAW - MAYOR
CITY OF RAPID CITY, SOUTH DAKOTA

JAMES F. PRESTON - FINANCE OFFICER
CITY OF RAPID CITY, SOUTH DAKOTA