

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND AMERICAN ENGINEERING TESTING INC.
FOR ASA SOFTBALL – PARKVIEW ADDITION,
PROJECT NO. 12-2043 / CIP NO. 50937

1) This Agreement is entered into this ___ day of _____, 2013 by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the state of South Dakota, hereinafter referred to as the “City,” and American Engineering Testing Inc., 1745 Samco Rd., Rapid City, SD 57701, hereinafter referred to as the “Consultant.”

2) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (Current Edition) and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

3) The Consultant agrees to perform the work described in the attached proposal, in an amount not to exceed \$5,882.00. The Consultant will only be paid for work actually performed. This Agreement along with attached Informal Quotations and Detailed Specifications constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral communications. In the event any terms of this agreement conflict with the attached quote, this agreement shall control.

4) The Consultant agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney’s fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Consultant and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Consultant or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Consultant.

5) Payment for the work will be made to the Consultant by check after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.

6) The Consultant is an independent entity and not an employee, agent, or partner of the City.

7) The Consultant shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers’ Compensation Employer’s Liability	Statutory \$500,000/\$500,000/\$500,000
B. Comprehensive General Liability (Including Contractual Liability and Completed Operations) Bodily Injury and Property Damage General Aggregate	 \$1,000,000 each occurrence \$2,000,000
C. Commercial Automobile Liability	\$1,000,000 combined single limit

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Consultant a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

8) This Agreement is made and entered into by the Director of Public Works pursuant to the authority granted by SDCL 9-1-5 and Section 3.04.090 of the Rapid City Municipal Code.

9) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

10) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this _____ day of _____, 2013.

AMERICAN ENGINEERING
TESTING INC.

By: _____

Its: _____

CITY OF RAPID CITY

Mayor

ATTEST

Finance Officer



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

September 27, 2013

Mr. Rod Johnson; Project Manager
City of Rapid City
300 6th Street
Rapid City, SD 57701

Subject: Cost Proposal –Testing and Observation Services
Site Grading, Utilities, Subgrades
ASA Softball-Parkview Addition
Proj. No. 12-2043/CIP No. 50937
Rapid City, South Dakota

Dear Rod:

INTRODUCTION

As requested, American Engineering Testing Inc. (AET) is pleased to provide this proposal for the soils testing services the Proposed ASA Softball-Parkview Addition in Rapid City, South Dakota.

SCOPE OF WORK

Based on the information provided, we understand that the project includes site grading (approximately 65,000 cubic yards), construction of retention structures, structural and playing field subgrade, and placement of RCP drain pipe.

Testing and observation services will consist of field and lab testing of soils for the mass grading of the site and backfill of drainage and utilities. AET will provide a field technician on a part-time basis to provide the necessary field and lab testing services. In addition, a Geotechnical Engineer will be available for consultation and observations and will administer the testing for the project.

FEES

The following provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required. Testing quantities are based upon City of Rapid City Specifications. Quantities may change considerably due to circumstances beyond our control such as weather or additional testing required or requested by the Engineer or City. **Actual quantities may differ from the below estimates.** You will be invoiced only for the work actually performed. If you (the client) or your representative requests AET to spend additional time beyond the total estimated amount, the total estimated amount is changed accordingly and you will be invoiced for all additional services in accordance with the below unit charges for this particular project.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | Toll Free (800) 972-6364 | Fax (605) 388-0064 | www.amengftest.com | AA/EEO

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1. Testing of Soils

Soils Technician	60hr @ \$60.00/hr	\$3,600.00
Engineer	10hr @ \$90.00/hr	\$900.00
Proctors	4 @ \$140.00/ea	\$ 560.00
Sieve Analysis	2 @ \$68.00/ea	\$136.00
Mileage	500mi @ \$0.70/mi	\$ 350.00
Clerical	8hr @ \$42.00/hr	\$336.00
Total Estimate		\$5,882.00

ACCEPTANCE

Please indicate your acceptance of this proposal by signing below. Please return one copy of the proposal to our office for our files.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this cost proposal for the testing services for the ASA Softball-Parkview Addition. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Ray M. Atkins P.E.
Construction Materials Engineer

ACCEPTANCE:

SIGNATURE: _____

COMPANY: _____

DATE: _____