

PROFESSIONAL SERVICES AGREEMENT

ATTN: Nathan Powell
CLIENT: City of Mitchell, SD
1300 North Main Street
Mitchell, SD 57301

PROJECT: City of Mitchell, SD - Marina Jetty and Boat Dock

PROJECT LOCATION: Mitchell, SD

DATE OF AGREEMENT: August 4, 2020

PROJECT DESCRIPTION

The City of Mitchell is interested in developing a plan for a breakwater jetty and marina on Lake Mitchell. Shive-Hattery will assist with the data collection, design, and permitting of the proposed jetty. In addition, preliminary programming and cost estimating for future marina project components will be completed.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Landscape Architecture and Programming

These services will consist of the following tasks:

1. Data Collection
 - A. Hydrographic Survey
 - i. Collect and produce spatial data in the area of the lake identified for the jetty and marina. (Assumes 30 acre or less survey area) This data will be used to quantify the volumes of fill material required to construct the jetty and to appropriately plan the boat dock layout.
 - ii. Perform bathymetry data collection for top of sediment surface with minimum track line spacing of 50 feet.
 1. Soundings will be obtained by single beam echosounder operating at a frequency of 200 kHz with an 8 degree beam width.
 2. Horizontal and vertical positioning will utilize RTK GPS equipment.
 - iii. Obtain additional data to approximate bank line; utilize aerial orthophotography and State LiDAR topographic data.
 - iv. Complete some limited depth to refusal probing in the project area to determine approximate thickness of soft lakebed material
 - v. Prepare triangular irregular network (TIN) surface for the lakebed in the vicinity of the project.
 - B. Topographic Survey
 - i. Utilize publicly available Lidar topographic data to create a contour basemap of the project areas above the shoreline.
 - ii. Set a project benchmark near the proposed improvements.
 - iii. Collect limited topo survey of visual surface improvements along the shoreline in the project area. Collect location of public and private utilities (representative examples of which are shown below) existing on or serving the surveyed property from observed evidence together with evidence from plans obtained



from utility companies or provided by the client, and markings by utility companies and other appropriate sources (with reference as to the source of information). Private utility locates are not included in our base services but can be provide if required.

1. Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths were information is readily available.
2. Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.
3. Utility company installations on the surveyed premises;
4. Location, size, and inverts of culverts under adjacent roadway. Inverts shall be provided for both ends of culvert.
5. Location, rim elevations, and inverts of public sanitary sewer line at all manholes. Next manhole beyond the property line will be included.

2. Jetty Design

- A. Coordinate with owner to refine breakwater jetty location, alignment, and dimensions.
 - i. Define proposed marina/dock area and identify dominate wind directions and fetch lengths.
 - ii. Review jetty cross-sectional dimensions and intended uses.
 - iii. Review jetty construction material makeup and availability.
 - iv. Coordinate with Client and National Guard to identify anticipated construction equipment/construction methods/schedule and incorporate into design.
- B. Permitting
 - i. Prepare and submit a Permit Application to the United States Army Corps of Engineers (USACE). Based on our understanding of the project and preliminary conversations with USACE, we anticipate the project will be covered under a USACE Nationwide Permit #42 (recreational facilities) if the footprint of the structure in the lake can be minimized to less than ½ acre. We anticipate a Department of Environment and Natural Resources (DENR) water quality certification will be issued with the corresponding USACE permit. Further coordination, investigations, or responses to inquiries with regulatory agencies will be considered additional services and can be handled by an amendment to this agreement.
 - ii. SWPPP
 1. Prepare and provide a South Dakota Department of Environment and Natural Resources (DENR) required Storm Water Pollution Prevention Plan (SWPPP) for improvements and any grading required. SWPPP will be provided to the client/contractor prior to construction to be utilized and maintained by the contractor throughout construction.
 2. Prepare and Submit an NPDES General Permit Notice of Intent (NOI) document to the South Dakota DENR. Our fee includes a one (1) year DNR permit fee of \$250
- C. Prepare Construction Documents for proposed jetty construction
 - i. Anticipated plan sheets include:
 1. Cover sheet
 2. Project quantities and notes
 3. Construction staging and access plans
 4. Jetty Plan/Profile
 5. Jetty cross sections
 6. Construction details
 - ii. Prepare technical specifications for the project and include on plans or in

- specification book.
 - iii. Develop a cost opinion for the proposed project.
- 3. Marina Area Planning
 - A. Assist with programing and preliminary layout and budget level cost estimating of additional improvements:
 - i. Boat docks/lifts
 - 1. Identify need for and prepare layout for proposed docks and lift/docking spaces. Dock system alternatives/options and associated costs will be explored.
 - ii. Fuel Station
 - 1. Work with Client to estimate fuel needs and prepare preliminary sizing for onsite fuel storage and dispensing needs. Identify necessary permits and prepare preliminary fuel station layout and anticipated construction costs.
 - iii. Shelter on Jetty
 - 1. Consult with client to program uses, size, and building construction for a shelter on the jetty.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Data Collection	Fixed Fee	\$9,800	Included	\$9,800
Jetty Design	Fixed Fee	\$17,200	Included	\$17,200
Marina Planning	Fixed Fee	\$8,000	Included	\$8,000
TOTAL				\$35,000

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above. Invoices will be submitted not more than monthly and in amounts commensurate with work completed.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Services not included in the above listed scope of services.
2. Additional trips to the project site as requested by the client. One trip is anticipated for the topographic survey/hydrographic survey.
3. Geotechnical Exploration and Analysis Coordination
 - A. Coordinate Geotechnical Engineering services and borings at select locations along the shoreline and in the water. These services will be coordinated with a qualified consultant and contracted directly with the City of Mitchell. Detailed Scope of Geotechnical Exploration Services can be developed and provided to the Client once obtained.
4. Additional Services for National Guard work.
 - A. Work completed by the National Guard may require additional clearances, investigations, or coordination to meet National Guard program requirements. These additional services may include Archeological reviews, wetland delineations, assistance with material procurement, construction staking, or onsite coordination during construction.
5. Analysis of piling or floating jetty/breakwater systems.
 - A. We assume the jetty design will be designed as a fill material cross section with no piling or deep foundation systems.
6. Additional investigations or coordination required for permitting of the jetty project or future improvements:
 - A. Wetland/WUS delineation
 - B. Archeologic or Cultural Resources Investigations
 - C. Lake sediment or water quality analysis
7. Bidding and construction phase services.
8. Marina building planning
 - A. Consult with owner to program uses and space needs, services, building construction, and budget. Prepare preliminary floorplan and site layout.
 - B. Review parking lot size, layout, circulation, and identify needed improvements.

- C. Develop a cost opinion with anticipated construction costs for use by owner to budget for project.
9. Final design or construction documents for the marina and associated improvements. After the preliminary programming work is completed, S-H can provide an amendment to our professional services agreement to design and prepare construction documents for the proposed improvements.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by the negligent acts or omissions under this Agreement of S-H, its officers, directors, shareholders, employees, agents, contractors, subcontractors, consultants, or anyone for whom S-H is legally liable.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, contractors, subcontractors, consultants, and affiliated companies against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by the negligent acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

For this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of CLIENT's obligation is limited in that CLIENT does not waive its sovereign immunity and the CLIENT reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law. The CLIENT will be responsible for the negligent acts or omissions of its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable to the extent provided by law. This section does not require S-H to be responsible for or defend against claims or damages arising solely from the negligent or intentional acts of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

Consistent with the standard of care, S-H will use reasonable efforts to ensure the accuracy of S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). However, CLIENT recognizes that certain errors, not amounting to a breach of the standard of care, may occur where a change order becomes necessary but which the adjusted cost with the change order does not leave the CLIENT in a materially different position had the error not been made. In such instances, CLIENT shall be responsible for paying all costs associated with such change order. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party unless the remedy for the CLIENT would require action of the City Council in which the termination shall become effective twenty-one (21) days after the receipt of written notice. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof consistent with S-H's duty under the standard of care. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All raw data, studies, reports, and other work products of S-H for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of S-H and CLIENT whether the project is completed or not, provided CLIENT has paid all sums earned by S-H. The CLIENT may make and retain copies of the Project Documents which may be used by the CLIENT and others. Both S-H and CLIENT may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the project or on any other project. Any such use without written verification or adaptation by S-H for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to S-H and the CLIENT shall indemnify and hold harmless S-H and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by CLIENT.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of South Dakota and venue of court actions shall be the First Circuit Court in Davison County, SD.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Luke Monat, PE
Project Manager
lmonat@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Mitchell, SD

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Monica Converse