

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

Date:

Project Name & Number: Easy Street Sanitary Sewer Extension Project # SS09-1829

CIP #:
50776

Project Description: The Easy Street project will start at the sanitary sewer line located at the intersection of Corral Dr and Easy St and extend south to the end of Easy St. The linear length of the eight inch PVC sanitary sewer main will be approximately 1,200 feet. Manholes will be installed as per design and four inch service lines extended to the respective property lines. The City will attempt to provide gravity sanitary sewer service for all properties.

Consultant: Dream Design International, Inc.

Original
Contract Amount: \$24,750.00Original
Contract Date: 10/06/09Original
Completion Date: 08/01/10

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

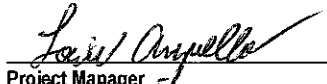

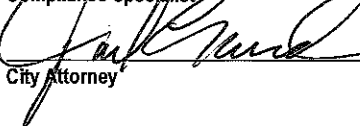
New Contract Amount: _____ \$0.00

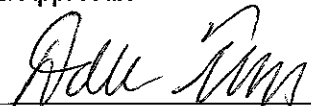

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$24,800.00	834	4380	604	
24,750.00		4223		
\$24,750.00	Total			

Agreement Review & Approvals


 Project Manager 9/22/09 Date

 Compliance Specialist 9/22/09 Date

 City Attorney 9/23/09 Date


 Division Manager 9-22-09 Date

 Department Director 9-23-09 Date

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
9/23/09	JB	(Y) N
		(Y) N

Agreement for Professional Services

Agreement made on this 6th day of October, 2009.

Between:

City of Rapid City (OWNER)
300 Sixth Street
Rapid City, SD 57701

Dream Design International, Inc. (DDI) (ENGINEER)
528 Kansas City Street, Suite 4
Rapid City, SD 57701

Project:

City of Rapid City, Easy Street Sanitary Sewer Extension
Project Number: SS09-1829 / CIP50776
Rapid City, SD
DDI Project Number: 09-0552

Scope of Services:

DDI will provide professional civil engineering services for the design and the preparation of all bidding documents for approximately 1,200 feet of sanitary sewer main extending along Easy Street located south of Coral Drive and west of Sheridan Lake Road. Construction administration services will be determined at a later date.

DDI will provide a design schedule to meet the City's construction schedule and will allow the City to tentatively open bids on the 15th day of December, 2009.

ARTICLE 1 ENGINEERING SERVICES

Method and means of compensation:

Payments to DDI will be on the basis of labor, reimbursable expenses and tax as defined in the attached FEE SCHEDULE. The fee is for the project components and is estimated not to exceed the following:

Services to be provided per the agreement and together with the following elements constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing. The following attachments are incorporated:

Attachment #1	Fee Schedule
Attachment #2	DDI Rate Schedule
Attachment #3	Certificate of Liability Insurance
Attachment #4	Sub-consultants' Estimates
Attachment #5	Vicinity Map

ARTICLE 2 OWNER'S RESPONSIBILITIES

- 2.1** The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Engineer shall be entitled to rely on the accuracy and completeness thereof.
- 2.2** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

ARTICLE 3 USE OF ENGINEER'S DOCUMENTS

- 3.1** The documents prepared by the Engineer for this Project are instruments of the Engineer's service for use solely with respect to this Project and, unless otherwise provided, the Engineer shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Engineer is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Engineer.

ARTICLE 4 TERMINATION OR SUSPENSION

- 4.1** This Agreement may be terminated by either party upon not less than seven days' written notice in accordance with the terms of this Agreement through no fault of the party initiating the termination without cause.
- 4.2** If the Owner fails to make payment when due the Engineer for services and expenses, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- 4.3** In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1** Unless otherwise provided, this Agreement shall be governed by the law of the State of South Dakota.

- 5.2** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Engineer pursuant to Section 7.4.
- 5.3** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.
- 5.4** This Agreement and attachments as referenced represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.
- 5.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.
- 5.6** Unless otherwise provided in this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 6 PAYMENTS TO THE ENGINEER

6.1 DIRECT PERSONNEL EXPENSE

- 6.1.1** Direct Personnel Expense is defined as the direct salaries of the Engineer's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pension, and similar contributions and benefits.

6.2 REIMBURSABLE EXPENSES

- 6.2.1** Reimbursable Expenses are in addition to the Engineer's compensation and include expenses incurred by the Engineer and Engineer's employees and sub-consultants in the interest of the Project for (See ATTACHMENT #3):
1. Expenses of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
 2. Long-distance communications;
 3. Fees paid for securing approval of authorities having jurisdiction over the Project;
 4. Reproductions;
 5. Postage and handling of documents;

6. Expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Engineer and the Engineer's sub-consultants.
7. Engineering sub-consultants

6.3 PAYMENTS ON ACCOUNT OF THE ENGINEER'S SERVICES

6.3.1 Payments on account of the Engineer's services and for Reimbursable Expenses shall be made monthly upon presentation of the Engineer's statement of services rendered or as otherwise provided in this Agreement.

6.3.2 An initial payment as set forth in Section 7.1 is the minimum payment under this Agreement.

6.4 ENGINEER'S ACCOUNTING RECORDS

6.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 7 BASIS OF COMPENSATION

The Owner shall compensate the Engineer as follows:

7.1 AN INITIAL PAYMENT OF zero (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

7.2 COMPENSATION FOR THE ENGINEER'S SERVICES, as described in Article 1, Engineer's Services, shall be computed as follows:

For Design Services on an hourly basis not to exceed with hourly rates in accordance with the attached Fee Schedules with a not-to-exceed amount for Design of \$24,750.00 including Reimbursable expenses but not including taxes. The Maximum Limiting Fee is the aggregate of \$24,750.00 and is not limited per task. (See ATTACHMENTS 1, 2 and 3) The estimated fee breakdown is as follows:

Task 1	Preliminary Design	\$5,830.00
Task 2	Final Designs	\$5,980.00
Task 3	Bidding Services	\$1,495.00
Task 4	Basic Construction Services	TBD
Task 5	Expanded Construction Services	TBD
Sub Total		\$13,305.00
Reimbursable Expenses – Task 1, 2, 3		\$ 11,445.00
Reimbursable Expenses – Task 4, 5		TBD
Total		\$24,750.00

Reimbursable expenses are estimated not to exceed **\$11,445.00**

In the event that a Notice to Proceed for environmental assessment services by sub-consultant Quality Services is not issued by the City, the Maximum Limiting Fee shall be reduced from \$24,750.00 to \$21,000.00.

7.3 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items included in Article 8 as Reimbursable Expenses, a multiple of one and one-tenth (1.10) times the expenses incurred by the Engineer, the Engineer's employees and consultants in the interest of the Project.

7.4 *Payments are due and payable forty-five (45) days from the date of the Engineer's invoice.*

7.4 IF THE SCOPE of the Project or of the Engineer's services is changed materially, the amounts of compensation shall be equitably adjusted. Any adjustment to be negotiated before work is performed. Only work specifically approved by the City will result in additional compensation.

7.5 Quality Services, Inc. work shall not commence until City issues a separate notice to proceed. In the event of the notice to proceed for Quality Services, Inc. is not issued then the maximum limiting fee shall be reduced from \$24,750 to \$21,000.

ARTICLE 8 OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER:
City of Rapid City

Alan Hanks, City Mayor

ENGINEER:
Dream Design International, Inc.

Hani Shafai

Hani Shafai, President

Date: _____

Date: 9-23-09

Attest

James Preston, Finance Officer

Date: 9/21/2009

ATTACHMENT ONE

RE:Easy Street Sanitary Sewer

SS09-1829 / CIP50776

ESTIMATED FEE SCHEDULE

PREPARED BY: DREAM DESIGN INTERNATIONAL, INC.

PREPARED FOR: CITY OF RAPID CITY

DESCRIPTION	TOTAL FEE
Task 1 - Preliminary Design Services	
Kickoff Meeting	\$ 130.00
Review Background Information/reports	\$ 130.00
Property Owners Meeting	\$ 130.00
Prepare Project Design Report	\$ 1,300.00
Evaluate Existing Septic tank Locations	\$ 390.00
Evaluate Survey information and establish future Street alignment	\$ 200.00
Establish Sanitary sewer grade and alignment	\$ 1,800.00
Identify ROW-Permanent and temp. easement, etc.	\$ 300.00
Prepare Preliminary probable construction cost	\$ 260.00
Recommend location/extent of geotechnical services	\$ 130.00
Prepare Preliminary plan and Profile sheets	\$ 800.00
Submittal review with staff	\$ 260.00
Public Works and Council meetings	\$ -
	\$ -
	\$ -
	\$ -
Subtotal Task 1 Design Fees	\$ 5,830.00

Date: 9/21/2009

ATTACHMENT ONE

RE: Easy Street Sanitary Sewer

SS09-1829 / CIP50776

ESTIMATED FEE SCHEDULE

PREPARED BY: DREAM DESIGN INTERNATIONAL, INC.

PREPARED FOR: CITY OF RAPID CITY

DESCRIPTION	TOTAL FEE
Task 2 - Final Design Services	
Address comments and finalize Design Report	\$ 500.00
Assist with easement acquisition/ROW exhibits, etc. (Assume no easements)	\$ -
Erosion and sediment control items	\$ 250.00
Provide Erosion and Sediment Control Plans	\$ 300.00
Project Design report (3) copies	\$ 250.00
Final Design Services submittal (3) copies (complete plans, specs, contract docs, estimate)	\$ 1,300.00
Plan notes	\$ 650.00
Finalize P/P	\$ 500.00
Planning commission submittals, attend meeting(s), 11-6-19 Review	\$ -
Address Final design comments from staff	\$ 300.00
Provide complete contract documents	\$ 260.00
Project layout and addresses (lot lines, next to construction) DOT completed	\$ 130.00
Conceptual traffic control plan	\$ 130.00
Coordinate with utility companies on locates. Provide preliminary plans to utility companies.	\$ 130.00
Conduct private utility coordination meeting(s)	\$ 130.00
Request and secure exceptions from City requirements	\$ -
Detailed supplemental specifications	\$ 130.00
Prepare all permits and exhibits	\$ 300.00
Identify contractor permits	\$ 130.00
Prepare final "Engineers Estimate"	\$ 130.00
Deliverables: (3) sets of bid comments; CDs; Unit price cost estimate	\$ 200.00
Certification statement	\$ 130.00
DENR submittal (2) sets of plans and specs	\$ 130.00
	\$ -
	\$ -
	\$ -
Subtotal Task 2 Design Fees	\$ 5,980.00

Date: 9/22/2009

ATTACHMENT ONE

RE: Easy Street Sanitary Sewer

SS09-1829 / CIP50776

ESTIMATED FEE SCHEDULE

PREPARED BY: DREAM DESIGN INTERNATIONAL, INC.

PREPARED FOR: CITY OF RAPID CITY

DESCRIPTION	TOTAL
Task 3 - Bidding Services	
Information to City PM for bid advertising	\$ 100.00
Print and issue bid documents; plan holders list; (5) copies to City of Rapid City	\$ 140.00
Print and issue (5) 11 x 17 copies to City construction permit	\$ -
Pre-bid conference	\$ 130.00
Issues Addendums	\$ 500.00
Attend bid opening	\$ 65.00
Attend Public Works Committee and Council Meetings	\$ -
Prepare Bid Tab	\$ 130.00
Present award recommendation to City PM	\$ 100.00
Prepare Notice of Award	\$ 100.00
Prepare contracts/submit to contractor	\$ 130.00
Preview construction contract documents/submit for signature	\$ 100.00
	\$ -
	\$ -
	\$ -
Sub-Total Hours	
Subtotal Task 3 Design Fees	\$ 1,495.00

TASK 1, 2, AND 3 - TOTAL DESIGN HOURS**TOTAL Design Cost**

Total Estimated Design Labor Cost	\$ 13,305.00
TASK 1: \$5,830.00	
TASK 2: \$5,980.00	
TASK 3: \$1,495.00	

Task 1, 2, and 3 Reimbursable Expenses

Subconsultants	
Renner & Associates	\$ 4,100.00
Quality Services	\$ 5,200.00
AET	\$ 1,800.00
Printing	\$ 200.00
Copies	\$ 75.00
Bid sets	\$ 50.00
Miscellaneous (Mileage, phone, fax, etc.)	\$ 20.00
Total	\$ 11,445.00

Total Labor and Reimbursable Expenses	\$ 24,750.00
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ATTACHMENT #2



DREAM DESIGN INTERNATIONAL, INC.

RATE SCHEDULE

<i>Principal</i>	<i>\$130.00</i>
<i>Senior Project Manager</i>	<i>\$110.00</i>
<i>Project Manager</i>	<i>\$100.00</i>
<i>Project Engineer</i>	<i>\$95.00</i>
<i>Project Coordinator</i>	<i>\$95.00</i>
<i>Senior Landscape Architect</i>	<i>\$110.00</i>
<i>Landscape Architect</i>	<i>\$100.00</i>
<i>Senior Engineering Technician II</i>	<i>\$90.00</i>
<i>Engineering Technician II</i>	<i>\$85.00</i>
<i>Engineering Technician I</i>	<i>\$70.00</i>
<i>Administrative</i>	<i>\$60.00</i>

REIMBURSABLE EXPENSES

<i>Mileage</i>	<i>\$0.585</i>
<i>Xerox Bond Copies(per square foot)</i>	<i>\$0.15</i>
<i>Copies of Plats (15 x 26)</i>	<i>\$0.65</i>
<i>Copies, Black and White (8 ½ x 11)</i>	<i>\$0.25</i>
<i>Copies, Black and White (11 x 17)</i>	<i>\$0.50</i>
<i>Copies, Color (8 ½ x 11)</i>	<i>\$.75</i>
<i>Copies, Color (11 x 17)</i>	<i>\$1.00</i>
<i>Meals</i>	<i>Actual Costs</i>
<i>Lodging</i>	<i>Actual Costs</i>
<i>Any expenses will be on an as needed basis</i>	

528 Kansas City Street, Suite 4. Rapid City, SD 57701

Telephone: (605) 348-0538, Fax: (605) 348-0545, Email: engineers@dreamdesigninc.com

ATTACHMENT #3

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID SH
DREAM-3DATE (MM/DD/YYYY)
09/21/09

PRODUCER

First Western Insurance RC
PO Box 3075
Rapid City SD 57709
Phone: 605-348-9800 Fax: 605-342-4579

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Dream Design International Inc
528 Kansas City St Ste 4
Rapid City SD 57701

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Auto Owners

INSURER B: Hull & Co/Everest Ind

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4654233000	10/28/08	10/28/09	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	4654233002	10/28/08	10/28/09	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	77000855	10/28/08	10/28/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
					E.L. DISEASE - POLICY LIMIT \$ 500000
B	OTHER	48AE001858081	10/08/08	10/08/09	
	Professional Liability				Occurrence 2000000 Aggregate 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of Insurance

CERTIFICATE HOLDER

CITYRPC

City of Rapid City
300 6th St.
Rapid City SD 57701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

George Frear

ATTACHMENT 4

RENNER & ASSOCIATES LLC.

616 Sixth Street, Rapid City, South Dakota 57701 - 605-721-7310 - Fax 605-721-7310
Email: gary@rennerassoc.com

From: Eric Howard

Date: September 14, 2009

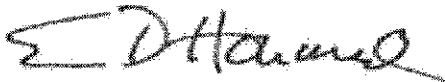
Re: Easy Street

This letter is to provide you with a cost proposal for boundary survey and topographic map for Easy Street. The topo will include the entire right-of-way and up to the front of the existing house with all major improvements located, landscaping will not be located. We will also attempt locate the cleanout or septic tank locations for the existing houses. The map will also include the utilities located by South Dakota One Call.

Our fee for these services will be at our standard hourly rate, not to exceed \$4,100+ tax if applicable.

Thank you for the opportunity to provide you with our services. If you have any questions, please call.

Sincerely,



Eric Howard, RLS

*Accepted
Dream Design International, Inc
Hani Shafai, President
9-23-09*

ATTACHMENT #4

**AMERICAN
ENGINEERING
TESTING, INC.**

CONSULTANTS
• GEOTECHNICAL
• MATERIALS
• ENVIRONMENTAL

September 17, 2009

Hani Shafai P.E.
Dream Design International, Inc.
528 Kansas City Street, Suite 4
Rapid City, South Dakota 57701

Subject: Cost Proposal - Geotechnical Study
Easy Street Sanitary Sewer Extension
Rapid City, South Dakota

Dear Hani:

INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for conducting a Geotechnical Study for the proposed Easy Street Sanitary Sewer Extension project in Rapid City, South Dakota. This proposal is based on the information provided and defines the general scope, completion schedule, and estimated costs for our work.

PROJECT INFORMATION

We understand the project will consist of the extension of the sanitary sewer along Easy Street from its intersection with Corral Drive southward for a length of approximately 1100 feet. We anticipate the alignment will run down the approximate center of the gravel surfaced street. At this time we understand the depth of the sewer will range from 8 to 10 feet.

We assume access to the potential drill holes will be possible with a truck mounted drill rig and support vehicle.

SCOPE OF WORK

The purpose of the geotechnical study will be to provide subsurface information along the alignment of the new sewer line to provide information and engineering recommendations for planning and design of the project. In order to accomplish the above stated purpose, AET proposes the following scope of work:

EASY STREET SANITARY SEWER EXTENSION
RAPID CITY, SOUTH DAKOTA

PAGE 2 OF 3

1. Drill four Standard Penetration Borings (SPT) borings along the approximate sewer line alignment to depths of 10 feet below existing grades.
2. The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 4.25" I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected in accordance with the procedures outlined in ASTM D3550.
3. Perform a nominal amount of laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils. Lab testing will likely include natural moisture content, dry density and proctors.
4. Provide three (3) copies of a report summarizing the results of the field work, and laboratory data with engineering conclusions and recommendations regarding soil/bedrock profiles, groundwater levels, excavation and backfill.

This proposal is exclusively for the scope of work stated above. Should the project conditions change, AET should be notified as soon as possible to review this proposal to determine if the scope of work should be modified.

FEES

Based on the scope of work defined in this proposal, the total cost of the site work, laboratory testing and report for the geotechnical study will be a lump sum of \$1800.00 plus state and local taxes if applicable.

SCHEDULE

Weather permitting, AET can begin the field work within 5 days from receiving authorization to proceed. We anticipate the drilling can be completed in one day. Laboratory testing will require approximately one week. The report will be submitted within one week after the completion of the laboratory testing. Verbal recommendations can be given once the site work has been performed and the data reviewed.

ACCEPTANCE

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to our office. The original proposal is intended for your records.

EASY STREET SANITARY SEWER EXTENSION
RAPID CITY, SOUTH DAKOTA

PAGE 3 OF 3

CLOSING

Thank you for considering American Engineering Testing (AET) for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme P.E.
South Dakota Manager

ACCEPTANCE

SIGNATURE: Hani Shafai

PRINTED NAME Hani Shafai

COMPANY Dream Design International, Inc.

DATE 9-23-09

ATTACHMENT #4

**Quality Services, Inc.**

3459 Jet Drive, Rapid City, SD 57703-4760

*Archeology-Paleontology-NEPA-History-Training***Email:** qservices@qwest.net**Web Site:** <http://www.qsinc.us>**Phone:** 605-388-5309**Fax:** 605-388-5319**Cell:** 605-209-0265

September 16, 2009

Mr. Hani Shafai, PE
 Dream Design International, Inc.
 528 Kansas City Street, Suite 4
 Rapid City, SD 57701

Re: Easy Street Environmental Assessment/Categorical Exclusion Documentation

Dear Hani:

The following is our initial proposal to complete Categorical Exclusion documentation for environmental assessment (EA) for the Easy Street sewer alignment as per Environmental Protection Agency (EPA) procedures. According to our research this project likely fits the categorical exclusion requirements and can be separated from the other EPA funded projects for fulfilling NEPA requirements. However, EPA may still determine this is not the case and require a full environmental assessment document, possibly including the other EPA projects. We have been trying to get definitive EPA input on this situation. In addition, data compiled for the categorical exclusion may lead to the recommendation to prepare as full EA, although we do not believe this will be the case.

Projected work includes

1. Preparation of the categorical exclusion report according to criteria and format outlined in EPA guidance.
2. The report and associated documents and maps will be provided on electronic media as Adobe Acrobat .pdf files, and ArcGIS shapefiles. Copying and report production for hardcopies is not included for the draft or final reports.
3. Cultural resources inventories and National Register evaluations.

The following is not included but will be provided at additional cost as needed.

1. Meeting requirements of any agency other than those identified above (i.e. adding other agency requirements might increase the time commitments and costs).
2. Additional specialists or consultants not currently employed by QSI.
3. Completion of a full environmental assessment document.

We can begin work on the project as soon as we are notified to proceed, and completion of the categorical exclusion documentation to be submitted to EPA is expected to be within 45 to 60 days. However, we will prioritize this work to try to complete it as short a time as possible. Public and/or agency responses will be allowed 30 days (included in total project timeframe).

Our proposed not to exceed costs to complete the categorical exclusion documentation are:

1. Archeological/cultural resources Level III inventory to SD SHPO standards
– not to exceed \$917.70; plus
2. Categorical exclusion research, public and agency scoping, and documentation according to EPA guidance – not to exceed \$4,860.00.

Payment within 10 days of the invoice date receives a 2% discount. Prepayment of an account prior to starting work provides you with a 10% discount (i.e. total not to exceed \$5,199.93). Applicable South Dakota sales tax will be charged unless this work is being conducted for resale or billed directly to a government entity and you provide required documentation.

Thank you very much! We look forward to working with your successful team on this project.

Sincerely,

Lance

Lance Rom

Accepted by

Hani Shafai

Hani Shafai, President

Dream Design International, Inc.
Organization

9-23-09
Date

Easy Street Sanitary Sewer Extension

