

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

Date:

Project Name & Number: Source Water Protection Project Three – Heights Dr Sanitary Sewer
Extension Project #SS09-1831

CIP #:
50777

Project Description: Extension of Sanitary Sewer

Consultant: Dream Design International, Inc.

Original
Contract Amount:
\$63,425.00

Original
Contract Date:
12/21/2009

Original
Completion Date:
07/02/2010

Addendum No:

Amendment Description:

Current Contract Amount:	\$63,425.00	Current Completion Date:	July 2, 2010
Change Requested:			
New Contract Amount:	\$63,425.00	New Completion Date:	

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$63,425.00	834	4223	604	
\$63,425.00	Total			

Agreement Review & Approvals

Luigi Aquella 12/8/09
Project Manager Date

Jacobson 12/8/09
Compliance Specialist Date

Paul Hank 12/9/09
City Attorney Date

Steve Miller 12-8-09
Division Manager Date

Department Director Date

Division Manager 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
		Y N
		Y N

Appropriation
Cash Flow

**Agreement between City and Dream Design International, Inc.
for Professional Services for Heights Drive Sanitary Sewer Extension
Project No. SS09-1831 / CIP No. 50777**

AGREEMENT made December 22, 2009, between the City of Rapid City, SD (City) and Dream Design International, Inc., (Engineer), located at 528 Kansas City Street, Suite 4, Rapid City, SD 57701. City intends to obtain services for Source Water Protection Project Three - Heights Drive Sanitary Sewer Extension, Project No. SS09-1831, CIP No. 50777. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.2 Scope of Work

The Engineer shall:



- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are



necessary to correct errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it by agreement or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned thereby.
- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving



transactions related to this agreement for three years after final payment.

- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City 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.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the 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 products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.



- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$63,425.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional



compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before July 2, 2010.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.



7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the



Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

DREAM DESIGN INTERNATIONAL, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Louie Arguello, PROJECT MANAGER

DATE: _____



EXHIBIT A

SCOPE OF SERVICES REQUESTED - HEIGHTS DRIVE

Professional services consist of three Tasks: Preliminary Design Services, Final Design Services, and Bidding Services. Additional information is provided in section 4, Project Team, Meetings and Submittals Summary.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

- 1.1 Kick-off Conference: Dream Design International (hereinafter referred to as DDI) will meet with City staff to detail project concept and scope. DDI will prepare an agenda, take minutes, and distribute minutes.
- 1.2 DDI will review background information listed in the Request for Proposal, and any other resources as necessary. DDI will include the Source Water Protection Report completed by Stanley Consultants, Inc. in 2009 and the Burns & McDonnell Utility System Master Plan study completed in 2008 in the background review.
- 1.3 Prepare Project Design Report: DDI will establish and indicate project specific design criteria and standards within the Project Design Report. DDI will submit all design assumptions for design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment for establishing pipe sizes, provide justification for the facility and analysis of alternatives. The City Draft Utility Design Criteria Manual will be used to establish design criteria and standards. DDI will incorporate the City's Environmental Assessment and coordinate with the Environmental Assessment consultant as needed. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, California bearing ratios, resistivity tests, pavement design, and testing recommendations and elaborate on components to be included within the Project Design Report. The order of preferred alternatives will be included in the Project Design Report. Three (3) copies of the Project Design Report and preliminary plans and specifications will be submitted to the City of Rapid City's project manager for review and comment.
- 1.4 DDI's sub-consultant (Renner & Associates) will perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.5 DDI will identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Size and extent of such ROW and easements and contact information of property owners will be determined.
- 1.6 DDI will evaluate alignment alternatives and prepare a preferred alternate recommendation. DDI will provide a Technical Memo regarding the alternate alignments identifying the pros and cons for each alignment and cost per service associated with each alignment.

- 1.7 DDI will prepare a preliminary opinion of probable construction costs for the project. This cost will include an estimate of the cost to each homeowner based on the number of homes that can connect to the sewer system.
- 1.8 DDI will recommend location and extent of geotechnical services investigations necessary to complete design. American Engineering and Testing will be a sub-consultant to DDI for this task.
- 1.9 DDI will coordinate with Quality Services, Inc. for any additional environmental assessments required due to changes in alignments identified in the Request for Proposal. These changes include adding Woodle Drive and Carmen Court.
- 1.10 DDI will prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Existing utilities locations with probable depths will be including on the plan and profile sheets.
- 1.11 DDI will attend submittal review meeting with City staff.
- 1.12 DDI will attend Public Works and City Council meetings as necessary.
- 1.13 DDI will develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire will be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property, returned questionnaires will be evaluated by the DDI. DDI will follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work.
- 1.14 DDI will arrange and conduct one on one meetings with affected property owners.
- 1.15 DDI will meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components and document acquisition meetings.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1 DDI will address City comments from the Task 1 City review(s) and finalize Project Design Report,
- 2.2 DDI will assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary.
- 2.3 DDI will determine removal limits with approval of City of Rapid City representative. The location of any construction easements will be identified at this time.
- 2.4 DDI will coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans and specifications,
- 2.5 DDI will provide Quality Control/Quality Assurance review of all documents prior to submittal. The review will include a review of comments and verification that comments are incorporated or otherwise addressed, a constructability review, and value engineering review. In addition, the plans will be reviewed to ensure that the current City of Rapid City guidelines are followed.

- 2.6 DDI will provide four (4) copies of the Final Design Services submittal. The submittal will consist of the final Project Design Report, complete plans, specifications, contract documents, and opinion of probable construction cost. The submittal will be to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when DDI believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete. The drawings will include the following information:
- 2.6.1 DDI will provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidder's proposal.
 - 2.6.2 DDI will incorporate any requirements related to NEPA, the City's Environmental Review, and the City's Environmental Assessment firm, wetland mitigation, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.
 - 2.6.3 Staking information shall include either of the following formats:
 - On the Plans
 - Station offsets for all items of work requiring field staking.
 - In tabular form on a plan sheet (schedule)
 - Coordinates and description of inter-visible control points.
 - Coordinates of all items of work requiring field staking.
 - Benchmark information shall be provided on each sheet.
 - 2.6.4 The plans will include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). The lots will be identified as owner occupied or a rental.
 - 2.6.5 The plans will include a conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Plans will include any existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide DDI with an electronic version of an aerial photo.
- 2.7 DDI will coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. In addition, DDI will attend a Utility Coordination Meeting at the City upon completion of the 65% submittal. Plans will be provided to the private utility companies two to three weeks prior to the meeting.
- 2.8 DDI will identify any exceptions during the design of the project. If exceptions to the design standards are necessary, DDI will request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.9 DDI will provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Specific issues will be indicated as a General Note on the drawings. Material types and material specific items will be included as a detailed specification.

- 2.10 DDI will prepare any and all permits with exhibits required for the City.
- 2.11 DDI will identify permits that will be required for the Contractor. Any permit costs to be paid by the contractor will be included in the bid schedule. The City will be notified of any permit costs that will be paid for directly by the City. Typically all permit costs are the Contractor's obligation.
- 2.12 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.13 DDI will make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19. DDI will provide supplemental information and attend Planning Commission meetings as necessary to present the project or to respond to any questions or concerns.
- 2.14 DDI will address 100% submittal staff comments as necessary and any DENR comments as necessary.
- 2.15 DDI will provide the following electronic documents as specified to the City:
 - Provide complete plans on CD compatible with AutoCAD Release 2006 to 2008 format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.16 All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured ". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.
- 2.17 Prior to the advertisement for bids, DDI will arrange and conduct one on one meetings with affected residents. The meetings shall be held sufficiently ahead of the project advertisement for bids such that comments and concerns may still be addressed within the final project documents. Notice of the meetings will be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area(s) who may be directly impacted by the construction, as determined by the City. DDI will tabulate the comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 3.1 DDI will submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 DDI will provide 30 to 50 copies of plans and specifications for City distribution to bidders and the City of Rapid City.
- 3.3 DDI will print and distribute five (5) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 3.4 DDI will conduct a Pre-bid Conference. Record attendance and minutes. Copies will be distributed to all attendees. The agenda included in the Request for Proposal will be used as an example.
- 3.5 DDI will prepare and issue addenda to the bid documents as required.
- 3.6 DDI will attend the bid opening (to be held at the City Finance Office).
- 3.7 DDI will attend Public Works Committee and Council Meetings as required.
- 3.8 DDI will prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. DDI will forward a copy of the final bid tab to all bidders and project manager.
- 3.9 DDI will prepare an award recommendation letter to the City of Rapid City project manager.
- 3.10 DDI will prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 3.11 DDI will prepare contracts and submit to contractor for execution.
- 3.12 DDI will review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

Project team members will include:

- Dream Design International
 - Renner & Associates – Surveyor
 - American Engineering Testing – Geotechnical
 - Quality Services, Inc. - Environmental
- City Engineering Services staff
- Operations Division staff
 - Utility Maintenance Division (Service area and O&M related issues)
 - Street Division
 - Water Reclamation Division

Meetings requiring the DDI's participation will likely include, but may not be limited to the following:

- Kick-off meeting, Task 1
- Project Design Report and 35% Plans and Specifications submittal review meeting, Task 1
- 65% Plans and Specifications submittal review meeting, Task 1
- Public meetings
- Property owners meeting
- Private Utility coordination meeting, Task 2

- 100% Plans, Specifications, and Contract Documents review, Task 2. This submittal will be made when DDI believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete.
- Pre-bid Conference, Task 3
- Bid Opening, Task 3
- Committee and Council Meetings as required, All Tasks
- Elaborate on submittal requirements as necessary.
- Growth Management 11-6-19 review.

Submittals include:

- Kick-off meeting, Task 1 meeting minutes
 - Project Design Report and 35% Review Submittal, Task 1 including meeting minutes
 - 65% Plans and Specifications submittal review meeting, Task 2
 - 11-6-19 review
 - Final Project Design Report, Task 2 including meeting minutes
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Public meeting minutes
 - Property owners meeting minutes
 - Open house comments/concerns and DDI's recommendations for inclusion or exclusion
 - Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
 - Pre-bid conference meeting minutes, Task 3
 - Bid Tab and award recommendation, Task 3

DDI will allow 10 working days for City review of the Technical Memo, Project Design report and 35% review submittal, 65% review submittal, and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

**Heights Drive
Professional Fees**

Professional	Task Total
TASK 1 - PRELIMINARY DESIGN SERVICES:	\$ 39,530.00
TASK 2 - FINAL DESIGN SERVICES:	\$ 17,055.00
TASK 3 - BIDDING SERVICES:	\$ 4,635.00
Deliverables (Copying Costs)	Total Cost
Deliverable Total	\$ 2,205.00
Task One Fee Total	\$ 39,530.00
Task Two Fee Total	\$ 17,055.00
Task Three Fee Total	\$ 4,635.00
Total, Task One, Two and Three and Deliverables	\$ 63,425.00

PROJECT SUMMARY

Geotechnical Engineering	\$ 2,950.00
Surveying	\$ 14,500.00
Printing & Copying Costs	\$ 2,205.00
Amend Environmental Report	\$ 1,000.00
Civil Engineering Design	\$ 42,770.00



AMERICAN
ENGINEERING
TESTING, INC.

EXHIBIT B

CONSULTANTS
• GEOTECHNICAL
• MATERIALS
• ENVIRONMENTAL

November 16, 2009

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

Subject: Cost Proposal
Geotechnical Exploration Program
Proposed Heights Drive 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 Heights Drive Sanitary Sewer Extension 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

Based on the information you have provided we understand the project will consist of the placement of new sanitary sewer mains within the Heights Drive area in Rapid City. Preliminary plans are to place the new sanitary sewer line to depths of 12 to 15 feet below current grades. The extension will begin at the existing sewer located near the southeast corner of 4802 Heights Drive. The line is anticipated to follow the natural drainage south for nearly 525 feet and then turn southwest and follow the drainage for approximately 900 more feet to end on Wonderland Drive. We understand this last leg of the alignment may be revised to following the drainage south for 525 feet and then turn southwest and follow the drainage for approximately 375 feet. At this point the line will turn south for approximately 100 feet and then follow Woddle Drive south and west for approximately 660 feet to its intersection with Wonderland Drive.

Two alternates will be designed as part of the project. Alternate one will connect to the existing sewer located at the intersection of Wonderland Drive and Wonderland Court and then extend approximately 670 feet south on Wonderland Drive. Alternate two will connect to the base sewer project at the intersection of Heights Drive and Cliff Drive and from here the line will follow Cliff Drive southwest for approximately 650 feet at which point it will turn and follow the property line northwest for approximately 115 feet.

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1745 Sameo Road • Rapid City, SD 57702 • 605-388-0029 • Fax 605-388-0064 • www.amengrest.com

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AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

EXHIBIT B

HEIGHTS DRIVE SANITARY SEWER EXTENSION
RAPID CITY, SOUTH DAKOTA

PAGE 2 OF 3

AET anticipates access to the boring locations will be possible with a truck mounted drill rig/support vehicle and/or a rubber tired skid-steer. .

SCOPE OF WORK

The purpose of the geotechnical study will be to provide subsurface soil and bedrock information at several locations along the proposed sewer line alignment 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:

1. Drill seven Standard Penetration Test (SPT) borings to depths of 15 feet. The approximate boring locations are indicated on the attached Project Site Plan.
2. Use a rubber tired skid-steer to drill three auger borings within the existing natural drainage to depths of 10 to 15 feet below grades.
3. 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: D 3550.
4. Perform laboratory testing in accordance with the appropriate ASTM procedures to visually classify the soils and determine the current moisture content, dry density and moisture-density relationships of the soils.
5. Provide three (3) copies of a report summarizing the results of the field work and laboratory data to provide soil and bedrock profiles at the test locations.

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 \$4150.00 plus state and local taxes if applicable.

SCHEDULE

Weather permitting, AET can perform the field work within five (5) days from receipt of a written authorization to proceed. We anticipate the drilling can be completed in one to two days. Laboratory testing will require approximately one week. The report will be submitted within one week after the completion of the laboratory testing.

EXHIBIT B

HEIGHTS DRIVE SANITARY SEWER EXTENSION
RAPID CITY, SOUTH DAKOTA

PAGE 3 OF 3

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. We cannot begin work on this project without written authorization to proceed.

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.

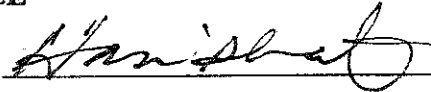
Sincerely,



Robert Temme PE
South Dakota Manager

ACCEPTANCE

SIGNATURE



COMPANY

DREAM DESIGN INT., INC.

DATE

DEC. 7th, 2009.

EXHIBIT B



**AMERICAN
ENGINEERING
TESTING, INC.**

PROJECT:
HEIGHTS DRIVE SANITARY SEWER EXTENSION

SUBJECT:
PROPOSED BORING LOCATIONS

SCALE:
NOT TO SCALE

DRAWN BY:
KY

PROJECT NO.
TBD

DATE:
NOVEMBER 16, 2009

REVIEWED BY:
RNT

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.

1.2 - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET strives to perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

SECTION 7 - INSURANCE

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

7.1 - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's defense and indemnity obligations under this Agreement.

7.2 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.3 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

7.4 - AET can endorse its Commercial General Liability (including Products/Completed Operations coverage) and Automobile Liability to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

7.5 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, if such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

7.6 Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents.

7.7 - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

SECTION 8 - DELAYS

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

SECTION 14 - UNIONIZATION

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 15 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 16 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 17 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of South Dakota.

SECTION 18 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

EXHIBIT B

RENNER & ASSOCIATES LLC.

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

**ATTACHMENT #1
 SURVEYING COST BREAKDOWN
 CLIFF DRIVE AND HEIGHTS DRIVE**

CITY HALL 1983

CLIFF DRIVE

	<u>BASE</u>	<u>ALT 1</u>	<u>ALT 2</u>	<u>ALT 3</u>
RESEARCH AND SETUP	520	95	135	135
BOUNDARY AND TOPOGRAPHIC SURVEY	3040	545	790	790
BOUNDARY CALCULATIONS & TOPO REDUCTION	885	160	230	230
DRAFTING	555	100	145	145
TOTAL	5000	900	1300	1300

**HEIGHTS
DRIVE**

	<u>BASE</u>	<u>ALT 1</u>	<u>ALT 2</u>
RESEARCH AND SETUP	570	300	300
BOUNDARY AND TOPOGRAPHIC SURVEY	4090	2100	2100
BOUNDARY CALCULATIONS & TOPO REDUCTION	1000	510	510
DRAFTING	740	390	390
PREPARING EASEMENTS	1500		
TOTAL	7900	3300	3300


 ERIC D. HOWARD, RLS



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>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>\$1.00</i>
<i>Copies, Color (11 x 17)</i>	<i>\$3.00</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

EXHIBIT C

2009 HOURLY RATES AND REIMBURSABLE COSTS	
RENNER & ASSOCIATES, LLC.	
Principal -- PE / LS	\$ 85.00/hr.
Registered Land Surveyor - LS	\$ 75.00/hr.
Project Engineer - PE	\$ 75.00/hr.
Design Engineer - EIT	\$ 55.00/hr.
Survey Crew Chief I	\$ 52.00/hr.
Survey Crew Chief II	\$ 39.00/hr.
Project Coordinator	\$ 55.08/hr.
Engineer's On - Site Representative	\$ 55.00/hr.
Survey Tech / Rodman	\$ 30.00/hr.
Computer Aided Drafting/Design Tech	\$ 45.00/hr.
Global Positioning System	\$ 50.00/hr.
Mileage	\$ 0.50/mi.
Color Plot	\$ 10.00/mi.
Blue line copies	\$ 2.10 each
24x36 reproducible copy	\$ 3.10/each
Photo copies	\$ 0.25/ea.
Long distance telephone	at cost
Authorized commercial travel	at cost

Quality Services, Inc.

From: Quality Services, Inc. [qservices@qwestoffice.net]
Sent: Tuesday, December 08, 2009 8:46 AM
To: 'Michelle Schweitzer'
Subject: RE: Language for Scope of Services for Heights Drive

Michelle –

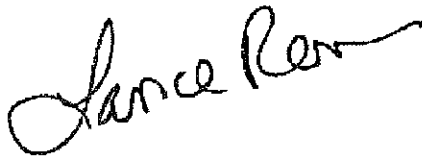
I apologize for the delay. Our email is just up and partly working again.

As we discussed the cost for the work referenced below will not exceed \$1,000.00.

I'll fax you a signed copy of this.

Thank you!

Lance



From: Michelle Schweitzer [mailto:michelle@dreamdesigninc.com]
Sent: Monday, December 07, 2009 11:24 AM
To: qservices@qwestoffice.net
Cc: Emily Calhoun; Hani Shafai
Subject: Language for Scope of Services for Heights Drive

Lance,

Our scope says the following:

- 1.9 DDI will coordinate with Quality Services, Inc. for any additional environmental assessments required due to changes in alignments identified in the Request for Proposal. These changes includes adding Woodle Drive and Carmen Court.

Let me know if you need any additional information.

Michelle Schweitzer
Project Coordinator

Dream Design International, Inc.
Phone: 605.348.0538 fax: 605.348.0545

DISCLAIMER

This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by telephone.

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