

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

Project Name & Number: 2014 Environmental Monitoring Landfill/MRF
Project No. 14-2167

CIP #:

Project Description: Monthly, quarterly and annual environmental monitoring services for the landfill and MRF operations.

Consultant: American Engineering Testing, Inc.

Original Contract Amount: \$76,661.98	Original Contract Date: January 6, 2014	Original Completion Date: December 31, 2014
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Addendum No:


Amendment Description:


Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

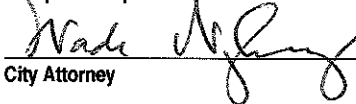
Funding Source This Request:


\$76,661.98	7102	4225	615	
\$76,661.98	Total			

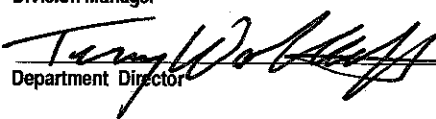
Agreement Review & Approvals


 _____ 12-20-13
 Project Manager Date


 _____ 12/26/13
 Compliance Specialist Date


 _____ 12/30/13
 City Attorney Date


 _____ 12-20-13
 Division Manager Date


 _____ 12-26-13
 Department Director 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
12/27/13	JS	(Y) N
		(Y) N

AN AGREEMENT BETWEEN THE CITY OF RAPID CITY AND AMERICAN ENGINEERING TESTING, INC. FOR SAMPLING, ANALYSIS, AND REPORTING RELATED TO 2013 ENVIRONMENTAL MONITORING FOR THE RAPID CITY MUNICIPAL LANDFILL

This Agreement is made and entered into this _____ day of _____, 2014, by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and American Engineering Testing, Inc., located at 1745 Samco Road, Rapid City, South Dakota 57702, herein after referred to as the "Consultant."

WHEREAS, the City is in need of a firm for sampling, analysis, and reporting related to 2014 environmental monitoring for the Rapid City municipal landfill; and

WHEREAS, the Consultant has the necessary technical expertise to perform such services on behalf of the City; and

WHEREAS, the City wishes to retain the Consultant to perform the professional services so desired; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions of the Consultant's scope of services and the compensation it is to be paid for those services.

NOW THEREFORE, the parties hereby agree as follows:

1. The Consultant agrees to perform the work identified in the Scope of Work, which has been attached hereto and incorporated herein as Exhibit A.
2. The City agrees to compensate the consultant in an amount not to exceed \$76,661.98 for the work performed under this Agreement. The City shall not compensate the Consultant for any work in excess of this amount unless the Consultant first obtains prior permission from the City.
3. The Terms and Conditions attached to the Scope of Work are modified from their original form to reflect removal of the portions which have been crossed out.
4. The parties' rights and obligations under the Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be litigated, and venued, in Pennington County, South Dakota, in the Circuit Court of the Seventh Judicial Circuit for the State of South Dakota.

Dated this _____ day of _____, 2014

AMERICAN ENGINEERING TESTING, INC.

Date _____

THE CITY OF RAPID CITY, SOUTH DAKOTA

By _____
Sam Kooiker, Mayor

Date _____

ATTEST:

By _____
Pauline Sumption, Finance Officer

Date _____

(SEAL)



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
· GEOTECHNICAL
· MATERIALS
· ENVIRONMENTAL

December 9, 2013

Mr. Karl Merbach
Manager of Solid Waste Operations
City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Subject: Annual Contract Renewal Workplan for Sampling, Analysis, and Reporting
Related to 2014 Environmental Monitoring for
Rapid City Landfill
Rapid City, South Dakota
AET No. 18-00352

Dear Mr. Merbach:

American Engineering Testing, Inc. (AET) is pleased to present this work plan for contract renewal to provide professional services to the Rapid City Landfill for the year 2014. The work will be performed as detailed in the attachments.

As requested, we have attached the following documents required to initiate the contract renewal:

- A contract authorization for services in 2014. For your convenience, we have signed and attached two copies of the authorization. Please sign both copies, return one to me and keep the other for your records.
- A purpose and work scope for the 2014 monitoring plan.
- An estimate of costs to perform the services as required in the work scope.
- A copy of AET's "General Terms and Conditions", as modified to reflect changes negotiated in the original 5-year contract.
- A Certificate of Liability Insurance for 2014 naming the City of Rapid City as additional insured .

We look forward to providing professional services to the Rapid City Landfill for the year 2014. If you have any questions or require additional information, please contact me at (605) 388-0029 or jbarbo@amengtest.com.

Respectfully,

Jackie M. Barbo, CPRR
Project Manager

Attachments

**ANNUAL CONTRACT RENEWAL
WORKPLAN FOR SAMPLING, ANALYSIS, AND REPORTING
RELATED TO 2014 ENVIRONMENTAL MONITORING FOR
RAPID CITY LANDFILL
RAPID CITY, SOUTH DAKOTA**

December 9, 2013

AUTHORIZATION

FOR THE CLIENT:

Client: City of Rapid City, Rapid City Landfill

Authorized Signature: _____

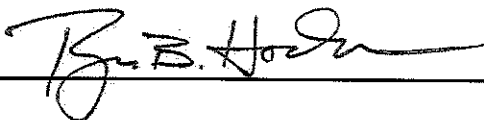
Typed Name: _____

Title: _____

Date: _____

ACCEPTANCE

FOR AMERICAN ENGINEERING TESTING, INC:

Authorized Signature: 

Typed Name: Roger B. Hodson

Title: Senior Environmental Project Manager

Date: December 9, 2013

**ANNUAL CONTRACT RENEWAL
WORKPLAN FOR SAMPLING, ANALYSIS, AND REPORTING
RELATED TO 2014 ENVIRONMENTAL MONITORING FOR
RAPID CITY LANDFILL
RAPID CITY, SOUTH DAKOTA**

December 9, 2013

AUTHORIZATION

FOR THE CLIENT:

Client: City of Rapid City, Rapid City Landfill

Authorized Signature: _____

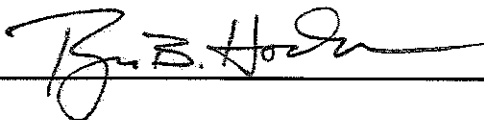
Typed Name: _____

Title: _____

Date: _____

ACCEPTANCE

FOR AMERICAN ENGINEERING TESTING, INC:

Authorized Signature: 

Typed Name: Roger B. Hodson

Title: Senior Environmental Project Manager

Date: December 9, 2013

PURPOSE AND SCOPE OF WORK TO BE PERFORMED

The purpose of our work on the project will be to assist the City of Rapid City in Compliance with the Administrative Rules of South Dakota and Environmental Protection Agency regulations specified in 40 CFR Parts 257 and 258, "Solid Waste Disposal Facility Criteria," October 9, 1991.

In order to accomplish the above purpose we propose to provide professional services to the City of Rapid City in the form of labor, equipment, supplies, insurance, and other necessary work components necessary to perform the following tasks for Rapid City Solid Waste Operations Division:

1. Field sampling surface water discharges, wastewater discharges, and groundwater monitoring wells;
2. Laboratory analysis of surface water samples, wastewater samples, groundwater samples, petroleum contaminated soil samples, and yard waste compost samples;
3. Limited soils work in calculating permeability and compaction;
4. Quarterly screening of permanent and temporary methane monitoring wells, methane surface emissions, and measurement of water levels in select wells;
5. Calculating and evaluating Greenhouse Gas (GHG) emissions; and
6. Completion and submission of the annual groundwater monitoring report.

Anticipated Work Items

Surface Water:

1. Providing qualified personnel for surface water discharge sampling with a minimum of one-hour notice. This is estimated to occur twelve times per year during high precipitation months.
2. Picking up prepared sample bottles, trip blanks, etc. from a state-certified lab and returning all to that lab upon completion of sampling with a properly completed chain-of-custody.
3. Grab samples will be collected weekly during discharge from Outfall 001. Analytes include: TSS, pH, BOD₅, Cd, Cu, Pb, Hg, Zn, As, CrIII, CrVI, Se, Ag, Ni, selenate, selenite, hardness, phenol, toluene, ammonia, DO, and temperature.
4. Sampling for whole effluent toxicity testing if requested or required. *For the purposes of this proposal we have budgeted for two whole effluent toxicity tests per year.*
5. Measuring field pH, DO, and temperature at time of sampling. Temperature will be measured with a thermistor or a mercury-filled or dial type thermometer. Readings will be recorded to the nearest whole degree Celsius. The date and time will be recorded on field logs and chain-of-custody.
6. pH will be taken within 15 minutes of sample collection with a pH meter. The pH meter

- will be read to 0.01 SU, be equipped with a temperature compensation adjustment, and be capable of simultaneous calibration to two points on the pH scale bracketing the expected pH.
7. If a visual sheen is observed during sampling, a grab sample for TPH will be taken. If no sheen is present, a TPH sample is not required. *For the purposes of this proposal we have budgeted for TPH analysis.*
 8. Metals analysis will be performed on a "Total Recoverable" basis and hardness will be measured in the laboratory.
 9. Analytical results will be reported to Solid Waste Operations. Any concentrations exceeding discharge permit limits will be reported directly to the Solid Waste Operations Superintendent as soon as known.
 10. Copies of the field logs, including visual observations and field measurements, will be forwarded to Solid Waste Operation within 72 hours of the sampling event.
 11. A summary of the surface water sampling will be incorporated into the annual report.

Wastewater:

1. Providing qualified personnel for required wastewater testing with a minimum two-hours notice of a discharge. This is estimated to occur 15 times per year. Occurrence may increase with greater precipitation or future operational changes.
2. Picking up prepared sample bottles, trip blanks, etc. from state-certified lab and returning all to lab upon completion of sampling with a properly completed chain-of-custody.
3. Grab samples to be collected once per batch discharge from the aerated leachate pond. Analytes include: As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O&G, BOD, TSS, field pH, and temperature. Batch discharges are usually complete within 12 hours of start.
4. Field pH will be taken within 10 minutes after sample collection.
5. Analytical results will be reported in mg/L, except for pH in standard units. Analysis will include the date of analysis, the analyst's initials, and a list of analysis method numbers used, as approved by 40 CFR 136.
6. Notifying the Solid Waste Operations Superintendent immediately if field pH readings are 5.0 SU or less.
7. Notifying the Solid Waste Operations Superintendent, as soon as known, if any concentrations exceed discharge permit limits.
8. Copies of the field logs, including visual observations and field measurements, will be forwarded to Solid Waste Operations within 72 hours of the sampling event.
9. Semi-annual composite sampling of the leachate extraction system vault will be conducted as a minimum of four grab samples at equally spaced two hour intervals per the Rapid City Landfill's Industrial Wastewater discharge permit Number 401. Samples will be analyzed for As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O&G, BOD, TSS, field pH, and temperature. In addition, leachate level will be measured in methane extraction well No. 35.
10. Monthly composite sampling of the leachate extraction system vault will be conducted as

a minimum of four grab samples at equally spaced intervals of two hours per the Rapid City Landfill's Industrial Wastewater discharge permit Number 401. Samples will be analyzed for BOD, TSS, field pH, and temperature. In addition, leachate level will be measured in methane extraction well No. 35.

11. A summary of the above waste water sampling will be incorporated into the annual report.
12. Monthly composite samples from the leachate extraction system vault may also be analyzed for total mercury (Hg) – these samples will be logged on a separate chain of custody and reported separately from the routine monthly samples. The analytical results will be submitted to the City separately from the annual SD DENR report.

Groundwater:

1. Providing qualified personnel for semi-annual groundwater monitoring. Up to 16 wells will be sampled during the April and October monitoring events.
2. Picking up prepared sample bottles, trip blanks, etc. from state-certified lab and returning all to lab upon completion of sampling with a properly completed chain-of-custody.
3. Utilizing all appropriate QA/QC practices for field sampling of groundwater.
4. Measuring and recording groundwater elevations during both semi-annual sampling events for all 23 site monitoring wells.
5. Collecting samples from each well using a peristaltic pump and flow cell. A disposable bailer will be used for well **1-8-19da5** because of the well depth.
6. Sampling wells **1-8-19dab2** (if insufficient water sample **1-8-19 dab1**), **1-8-19dd**, **1-8-19 ddd2** (if insufficient water sample **1-8-19 ddd1**), **1-8-19dc**, **1-8-19cdd2** (both **cdd1** and **cdd2** are historically dry), and **1-8-19cab1**, **1-8-19ad1**, **1-8-19ad2R**, **1-8-19ca2**, **1-8-19da1**, **1-8-19da2**, **1-8-19da4**, **1-8-19da5**, and **1-8-19dda** semiannually for 40 CFR Appendix I volatile organic compounds (VOCs) and the alternative list to metals - biochemical oxygen demand (BOD), chemical oxygen demand (COD), total organic carbon (TOC), chloride, ammonia, sulfate, sulfide, dissolved iron and manganese, methane, nitrate, and major cations (calcium, sodium, potassium). Field measurements for temperature, pH, conductivity, dissolved oxygen (DO), and oxidation-reduction potential will be performed at each well during sampling using a low flow purging method via a flow-through cell. All groundwater monitoring will be done in accordance with the approved groundwater monitoring program (GWMP) for the Rapid City Landfill, as approved by the South Dakota Department of Environment and Natural Resources (SD DENR). Samples will be collected using low flow methods or disposable bailer in the case of well **1-8-19da5**.
7. Monitoring wells **1-8-19ddR**, and **1-8-19adc** will be sampled and analyzed semiannually for 40 CFR Appendix I VOCs and the alternative list to metals. Samples from these wells may also be analyzed for total mercury (Hg). Field measurements for temperature, pH, conductivity, dissolved oxygen (DO), and oxidation-reduction potential will be performed at each well during sampling using a low flow purging method via a

- flow-through cell. Samples will be collected using low flow methods. The analytical results from these two wells will be submitted to the City separately from the annual SD DENR report.
8. Forwarding analytical results and field measurements for the semiannual monitoring events to Solid Waste Operations upon completion.
 9. Notifying the Solid Waste Operations Superintendent, as soon as known, if any concentrations exceed regulatory limits.
 10. Compiling and completing a statistical analysis of the new data and entering the data into the annual groundwater report. The statistical analysis procedure will comply with 40 CFR Part 258.53, Sections e through i.
 11. Completing an annual report summarizing the groundwater monitoring data for each year with appropriate statistical comparison to prior data. An initial report will be completed and submitted to Solid Waste Operations no later than February 15th of the following year and two final copies (one to Solid Waste Operations and one to SD DENR) by April 1st of the following year. This report will discuss the applicable items in 40 CFR Part 258.53, Sections a through i.
 12. Maintaining electronic files related to the groundwater monitoring, statistical analysis and annual report and will be provided to Solid Waste Operations upon request.

Quarterly Methane Monitoring and Groundwater Level Measurements:

1. Providing qualified personnel and equipment for field screening for methane from permanent and temporary methane monitoring wells.
2. Conducting surface emissions monitoring in the methane extraction well field in accordance with ARSD 74:36:07:40 and 40 CFR 60.755(c) and 60.756(f).
3. Measuring groundwater elevations in monitoring wells **1-8-19da3, 1-8-19da4, 1-8-19adc, 1-8-19dab1, 1-8-19dab2, 1-8-19da1, 1-8-19da2, 1-8-19da5, 1-8-19ddR, 1-8-19dd, and 1-8-19ad1.**
4. Submitting a summary of the results of the above activities within the annual report.
5. Advising the Solid Waste Operations Superintendent of any significant issues related to methane.

Yard Waste Compost Samples:

1. Analyzing yard waste compost samples for carbon to nitrogen ratio. There are estimated to be 90 samples per year for analysis.
2. Faxing/emailing preliminary results to Solid Waste Operations within 15 calendar days of sample receipt.
3. Forwarding all final results to Solid Waste Operations.

Greenhouse Gas Emissions Calculations:

1. Utilizing historical scale data to calculate GHG emissions for each year to determine if the Rapid City Municipal Landfill is likely to exceed the EPA's 25,000 metric ton emissions limit which would require reporting GHG emissions to the EPA in March of the following year. GHG emissions evaluation will be performed in accordance with 40 CFR 98, Subparts A and HH.
2. Providing GHG emissions information to the City of Rapid City for their records. If the GHG emissions are calculated to exceed the mandatory reporting limit, providing the information to the City of Rapid City in a format suitable for submittal to the SD DENR or EPA.
3. Assisting the City of Rapid City with any GHG reporting required by the EPA or SD DENR under 40 CFR Part 98 Subpart A, Section 98.1-98.8 and Subpart HH, Section 98.340-98.348.

Soils Testing:

1. Providing qualified personnel and equipment to perform permeability, proctor, gradation atterberg limits, soil moisture, and density testing, as requested.
2. Reporting results of the above tests within five working days of the test completion.

COST ESTIMATE

2014 Sampling, Analysis and Reporting for Rapid City Landfill Environmental Monitoring (lab analysis by Midcontinent Testing Labs, Inc.)

SURFACE WATER (Outfall 001, Concrete Pit)

Surface Water- (12 events)

Preparation, Loading/Unloading	0.5	hours	@	\$85.00	=	\$42.50
Pickup Mileage	17	miles	@	\$1.00	=	\$17.00
Travel Time	1	hours	@	\$85.00	=	\$85.00
Site Time	1	hours	@	\$85.00	=	\$85.00
Sample Prep. (pickup/return samples to lab)	0.25	hours	@	\$85.00	=	\$21.25
Sampling Equipment (gloves, ice, decon)	1	events	@	\$5.50	=	\$5.50
Equipment rental (pH/temp/DO)	1	events	@	\$35.00	=	\$35.00
Reporting	1	hours	@	\$95.00	=	\$95.00
Project Management	0.5	hours	@	\$105.00	=	\$52.50

Laboratory Services Subcontractor-Midcontinent Labs

As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, Ammonia, Hardness, BOD, DO, pH, Phenol, TSS, Toluene

Selenate, Selenite, TPH (as Oil & Grease) 1 samples @ \$346.00 = \$346.00

Livestock Suitability Testing 1 samples @ \$50.00 = \$50.00

Chemistry Markup (includes invoice processing fee, interest on fees paid) = \$19.80

SUB TOTAL - Per Event \$854.55

TOTAL - Outfall 001, concrete pit (12 events) \$10,254.60

SURFACE WATER - Outfall 001 - Whole Effluent Toxicity Testing (if requested)

Whole Effluent Toxicity Testing (if requested or required) 2 samples @ \$900.00 = \$1,800.00

Chemistry Markup (includes invoice processing fee, interest on fees paid) = \$90.00

TOTAL - Surface Water-Outfall 001 - Whole Effluent Toxicity Testing \$1,890.00

WASTE WATER - (Leachate Vault, Leachate Pond, Compost Pond)

Waste Water (15 events)

Preparation, Loading/Unloading	0.5	hours	@	\$85.00	=	\$42.50
Pickup Mileage	17	miles	@	\$1.00	=	\$17.00
Travel Time	1	hours	@	\$85.00	=	\$85.00
Site Time	1	hours	@	\$85.00	=	\$85.00
Sample Prep. (pickup/return samples to lab)	0.25	hours	@	\$85.00	=	\$21.25
Sampling Equipment (gloves, ice, decon)	1	events	@	\$5.50	=	\$5.50
Equipment rental (pH/temp)	1	events	@	\$35.00	=	\$35.00
Reporting	1	hours	@	\$95.00	=	\$95.00
Project Management	0.5	hours	@	\$105.00	=	\$52.50

Laboratory Services Subcontractor-Midcontinent Labs

As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O & G, BOD, TSS, TPH 1 samples @ \$339.50 = \$339.50

Chemistry Markup (includes invoice processing fee, interest on fees paid) = \$16.98

SUB TOTAL - Per Event \$795.23

TOTAL - Leachate pond, compost pond (15 events) \$11,928.38

Monthly leachate vault sampling for BOD/TSS/pH/temp. & leachate level readings (10 events)

Preparation, Loading/Unloading	1	hours	@	\$85.00	=	\$85.00
Pickup Mileage	34	miles	@	\$1.00	=	\$34.00
Travel Time	1	hours	@	\$85.00	=	\$85.00
Site Time	1.5	hours	@	\$85.00	=	\$127.50
Sample Prep. (pickup/return samples to lab)	0.5	hours	@	\$85.00	=	\$42.50
Sampling Equipment (gloves, ice, decon)	1	events	@	\$5.50	=	\$5.50
Equipment rental (pH/temp/auto sampler/water level probe)	1	events	@	\$135.00	=	\$135.00
Reporting	1	hours	@	\$95.00	=	\$95.00
Project Management	0.5	hours	@	\$105.00	=	\$52.50

Laboratory Services Subcontractor-Midcontinent Labs

COST ESTIMATE

2014 Sampling, Analysis and Reporting for Rapid City Landfill Environmental Monitoring (lab analysis by Midcontinent Testing Labs, Inc.)

BOD, TSS	1	samples @	\$31.50	=	\$31.50
Total Mercury (Hg)	1	samples @	\$18.00	=	\$18.00
Chemistry Markup (includes invoice processing fee, interest on fees paid)				=	\$2.48
SUB TOTAL - Per Event					\$713.98
TOTAL - Leachate vault and leachate levels (10 events)					\$7,139.75

Semi-annual leachate vault sampling for full suite & leachate level readings (2 events)

Preparation, Loading/Unloading	1	hours @	\$85.00	=	\$85.00
Pickup Mileage	34	miles @	\$1.00	=	\$34.00
Travel Time	1	hours @	\$85.00	=	\$85.00
Site Time	1.5	hours @	\$85.00	=	\$127.50
Sample Prep. (pickup/return samples to lab)	0.5	hours @	\$85.00	=	\$42.50
Sampling Equipment (gloves, ice)	1	events @	\$5.50	=	\$5.50
Equipment rental (pH/temp/auto sampler/water level probe)	1	events @	\$135.00	=	\$135.00
Reporting	1	hours @	\$95.00	=	\$95.00
Project Management	0.5	hours @	\$105.00	=	\$52.50
Laboratory Services Subcontractor-Midcontinent Labs					
As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O&G, BOD, TSS	1	samples @	\$202.50	=	\$202.50
Chemistry Markup (includes invoice processing fee, interest on fees paid)				=	\$10.13
SUB TOTAL - Per Event					\$874.63
TOTAL - Leachate vault and leachate level readings (2 events)					\$1,749.25

GROUND WATER (April/October events and annual report)

Semi-Annual Event (April)

Preparation, Loading/Unloading (two-man crew)	1	hours @	\$170.00	=	\$170.00
Pickup Mileage	50	miles @	\$1.00	=	\$50.00
Travel Time (two man crew)	2.5	hours @	\$170.00	=	\$425.00
Site Time (two man crew)	14	hours @	\$170.00	=	\$2,380.00
Sampling Equipment (gloves, ice, baggies, tubing, bailers)	16	samples @	\$25.00	=	\$400.00
Equipment rental (multi-meter, sounder, peristaltic pump, flow cell)	1	event @	\$225.00	=	\$225.00
Project Management	3	hours @	\$105.00	=	\$315.00
Laboratory Services Subcontractor-Midcontinent Labs					
Appendix I VOCs and Alternative List to Metals	16	samples @	\$351.50	=	\$5,624.00
Total Mercury (Hg) wells 1-8-19ddR and 1-8-19adc	2	samples @	\$18.00	=	\$36.00
Trip Blank, VOCs	3	samples @	\$0.00	=	\$0.00
Equipment Blank, VOCs	3	samples @	\$125.00	=	\$375.00
Chemistry Markup (includes invoice processing fee, interest on fees paid)				=	\$301.75
SUB TOTAL - Semi Annual Event (April)					\$10,301.75

Semi-Annual Event (October)

Preparation, Loading/Unloading (two-man crew)	1	hours @	\$170.00	=	\$170.00
Pickup Mileage	50	miles @	\$1.00	=	\$50.00
Travel Time (two man crew)	2.5	hours @	\$170.00	=	\$425.00
Site Time (two man crew)	14	hours @	\$170.00	=	\$2,380.00
Sampling Equipment (gloves, ice, baggies, tubing, bailers)	16	samples @	\$25.00	=	\$400.00
Equipment rental (multi-meter, sounder, peristaltic pump, flow cell)	1	events @	\$225.00	=	\$225.00
Project Management	3	hours @	\$105.00	=	\$315.00
Laboratory Services Subcontractor-Midcontinent Labs					
Appendix I VOCs and Alternative List to Metals	16	samples @	\$351.50	=	\$5,624.00
Trip Blank, VOCs	3	samples @	\$0.00	=	\$0.00
Total Mercury (Hg) wells 1-8-19ddR and 1-8-19adc	2	samples @	\$18.00	=	\$36.00
Equipment Blank, VOCs	3	samples @	\$125.00	=	\$375.00
Chemistry Markup (includes invoice processing fee, interest on fees paid)				=	\$301.75
SUB TOTAL - Semi Annual Event (October)					\$10,301.75

COST ESTIMATE

2014 Sampling, Analysis and Reporting for Rapid City Landfill Environmental Monitoring (lab analysis by Midcontinent Testing Labs, Inc.)

Annual Report

Report Preparation (annual report, includes statistical analysis)

Project Manager	4	hours @	\$105.00	=	\$420.00
Staff Professional	65	hours @	\$95.00	=	\$6,175.00
Draftsperson	10	hours @	\$75.00	=	\$750.00
Clerical	4	hours @	\$60.00	=	\$240.00
Senior Review	3	hours @	\$115.00	=	\$345.00

SUB TOTAL - Annual Report

\$7,930.00

TOTAL - Groundwater - Apr/Oct events and Annual Report

\$28,533.50

QUARTERLY METHANE MONITORING

Field Screening Methane Monitoring Points for Methane and 11 Groundwater Monitoring Wells for Water Levels

Preparation, Loading/Unloading	1	hours @	\$85.00	=	\$85.00
Pickup Mileage	17	miles @	\$1.00	=	\$17.00
Travel Time	1	hours @	\$85.00	=	\$85.00
Site Time	6	hours @	\$85.00	=	\$510.00
Equipment rental (Combustible Gas Indicator)	1	events @	\$65.00	=	\$65.00
Reporting	2	hours @	\$95.00	=	\$190.00
Project Management	0.5	hours @	\$105.00	=	\$52.50

SUB TOTAL - Per Event

\$1,004.50

TOTAL - Four Quarterly Methane Well Monitoring Events and Water Levels

\$4,018.00

Surface Emissions Monitoring for Methane

Equipment rental (Combustible Gas Indicator)	1	event @	\$330.00	=	\$330.00
Preparation, Loading/Unloading	1	hours @	\$85.00	=	\$85.00
Pickup Mileage	17	miles @	\$1.00	=	\$17.00
Travel Time	1	hours @	\$85.00	=	\$85.00
Site Time	4	hours @	\$85.00	=	\$340.00
Reporting	2	hours @	\$95.00	=	\$190.00
Project Management	1	hour @	\$105.00	=	\$105.00

SUB TOTAL - Per Event

\$1,152.00

Re-monitoring (1 to 2 events required by EPA if surface emissions exceed 500 ppm at any location)

Preparation, Loading/Unloading	0.5	hour @	\$85.00	=	\$42.50
Pickup Mileage	17	miles @	\$1.00	=	\$17.00
Travel Time	1	hours @	\$85.00	=	\$85.00
Site Time	1	hours @	\$85.00	=	\$85.00
Equipment rental (Combustible Gas Indicator)	1	event @	\$330.00	=	\$330.00
Project Management	0.5	hour @	\$105.00	=	\$52.50

SUB TOTAL - One Return Event

\$612.00

SUB TOTAL - Two Return Events

\$1,224.00

SUB TOTAL - Four Quarterly Methane Surface Emissions Events Plus 2 re-monitoring events

\$5,832.00

TOTAL - Quarterly Methane Monitoring and Water Levels

\$9,850.00

YARD WASTE COMPOST SAMPLES

Laboratory Services Subcontractor-Midcontinent Labs

C-N Ratio	1	sample @	\$35.00	=	\$35.00
Chemistry Markup (includes invoice processing fee, interest on fees paid)				=	\$1.75

SUB TOTAL - Per Sample

\$36.75

TOTAL - Yard Waste Compost Samples (90 samples)

\$3,307.50

COST ESTIMATE

2014 Sampling, Analysis and Reporting for Rapid City Landfill Environmental Monitoring (lab analysis by Midcontinent Testing Labs, Inc.)

GREENHOUSE GAS EMISSIONS CALCULATIONS, REPORTING, ASSISTANCE

Project Manager	1	hours	@	\$105.00	=	\$105.00
Staff Professional	10	hours	@	\$95.00	=	\$950.00
Senior Review	1	hours	@	\$115.00	=	\$115.00

TOTAL - GREENHOUSE GAS EMISSION CALCULATIONS **\$1,170.00**

SOILS TESTING

Permeability Tests	1	tests	@	\$250.00	=	\$250.00
Proctor Tests	1	tests	@	\$145.00	=	\$145.00
Gradation Tests	1	tests	@	\$72.00	=	\$72.00
Atterberg Limits	1	tests	@	\$72.00	=	\$72.00
Field Technician	2.5	hours	@	\$60.00	=	\$150.00
Reporting	1	hours	@	\$45.00	=	\$45.00
Project Management	1	hours	@	\$105.00	=	\$105.00

TOTAL - Soils Testing **\$839.00**

TOTAL COST FOR 2014 **\$76,661.98**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

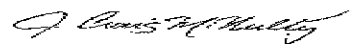
PRODUCER BW Insurance Agency, Inc. 245 E Roselawn Ave St. Paul MN 55117-1940		CONTACT NAME: Ann Ross PHONE (A/C No. Ext.): (651) 288-1537 FAX (A/C. No.): (402) 918-7590 E-MAIL ADDRESS:	
INSURED AMERICAN CONSULTING SERVICES INC DBA AMERICAN ENGINEERING TESTING INC, AMERICAN PETROGRAPHIC INC, AM EQUIPMENT LEASING LLC 550 CLEVELAND AVE N ST PAUL MN 55114-1804		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INDEMNITY CO NAIC # 25658 INSURER B: CONTINENTAL CASUALTY OF IL 02128 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 GL-A-WC-P REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		P630539K8896PHX14	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 100000 PRODUCTS - COMP/OP AGG \$ 100000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		P810797K9140COF14	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	PFUB709K909314	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
B	PROFESSIONAL LIABILITY INCL POLLUTION		ECH254066939 CLAIMS MADE/070287 RETRO	1/1/2014	1/1/2015	EACH CLAIM 100000 ANNUAL AGGREGATE 100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CITY OF RAPID CITY REFER TO ATTACHED ENDORSEMENT CGD4140408 FOR ADDITIONAL INSURED STATUS.

CERTIFICATE HOLDER 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Craig McNulty/STPCT 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional Insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:


COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

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.

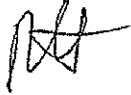
1.3 - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying 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. *Revisions shall not be effective unless accepted by Client.* 

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 performs its 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.

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 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, if requested by client and permitted by AET's insurer, endorse its Commercial General Liability (including Products/Completed Operations coverage) 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, provided 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. ⁴⁵

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~~ Except for enforcement of AET's rights to payment for services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, 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; provided however that if either party should fail to respond to a request for mediation within 60 days after the request, this requirement for mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings shall be of no force and effect.

~~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.

~~12.4~~ - AET's indemnification to the Client is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence

~~12.5~~ - AET will not accept any obligation to defend Client other than to meet the standard of care. If a court of competent jurisdiction rules that defense is implied or if required by law, AET's obligation for the costs of defense is only to the extent due to AET's negligent acts, errors or omissions.

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 the limits of any insurance coverage.~~

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 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

~~15.1~~ - Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 16 - 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 17 - 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 18 - 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, 7th Judicial Circuit, Rapid City, Pennington County.

SECTION 19 - 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.