



Golden West Technologies

2727 North Plaza Dr. .
Rapid City, SD 57702
(605) 348-6529
(800) 529-0111
Fax (605) 342-1160
www.goldenwesttechnologies.com

**CITY OF RAPID CITY
PLANNING DEPARTMENT
300 Sixth Street
Rapid City, South Dakota**

DATE 02-28-03

Dear Jeff,

Previously on four different occasions we have supplied information regarding the construction of a communications tower on Golden West Technologies property at 2727 N. Plaza Drive (see attachment "A" map for location)

Subsequently, in a conversation with staff members, and at the Rapid City planning Department meeting, a further request was made to Golden West Technologies to determine if it would be technically and financially feasible to Co-locate with other tower sites and connect to those sites with a fiber optic cable. As stated before, this is something we feel we have previously addressed in other correspondence with the Rapid City Planning Department. But at the Rapid City Planning Commission on December 19th 2002 we were ask to furnish proof of the additional cost and why it is not technically or financially feasible.

With that said, we will attempt to satisfy the Rapid City Planning Departments request with the following information and attachments.

Attachment "B" contains a estimated cost for installing a fiber optic cable from our location to towers to the north east and north west of our location (see attachment "C")

The towers to the north east of our location (Towers #1041927 & 1063106) present two separate problems, the first and foremost is the fact that E-net has equipment on one of the towers at this site and broadcasts on a frequency / channel that is so close to the same frequency / channel that we broadcast on that neither of our equipment would work in that close proximity to each other. The other is the cost of connecting to one of the towers at that site. See attachment "D" for cost analyses.

The only other alternative is the tower to the north west of our location and while there would be no interference with the equipment being placed on that tower the cost of getting a fiber optic cable to that location is not economical feasible. (See attachment "E")

Attachment "F" contains the total cost of the tower and installation we are requesting permission to erect. As you can see on the spread sheet (see attachments "C & D") there would be an extremely high price to pay to choose the co-location alternative. Additionally these cost do not include the actual annual co-location fee, not to mention the additional electronic equipment and labor cost to maintain a site away from our normal place of business. To co-locate would more than triple our cost and put an unreasonable economic burden on Golden West Technologies.


March 6, 2003

Another concern of the planning staff was securing the tower from unauthorized ground access. The tower is seventy five feet from the nearest public right of way. The towers climbing pegs are a minimum of twelve feet above elevation. Golden West Technologies building is manned twenty four hours a day seven days a week year round, we always have people on the premises. We believe that the security to unauthorized ground access is clearly met. There have been other mono poles of exactly the same design constructed in the area with in the last year (see photo exhibit 1) and they were not required to install a security fence. You will notice in the photo exhibit 1 if they climbed this pole they would have direct access to high voltage lines. They had also mentioned the tower is in plain view of pedestrian traffic on Rand Road. Other than golfers we have practically no pedestrian traffic in our area. We feel the addition of a chain link fence around the tower would clearly distract from the aesthetics of the property. All we are asking is to be treated fairly. There are other structures that have been constructed in our area in the last year (see photo exhibits two, three and four). That we feel have just as much, if not more potential for unauthorized climbing and are located in areas that have pedestrian traffic on a daily basis. The climbing ladders at some of these locations are less than ten feet above the ground. And yes these are not " Communication Towers ", but potential for some one climbing these structures and getting hurt is no different from any other structure of this type. We also feel that each site should be evaluated on an individual basis with a set of guide lines to follow and not just to be consistent with the other sites.

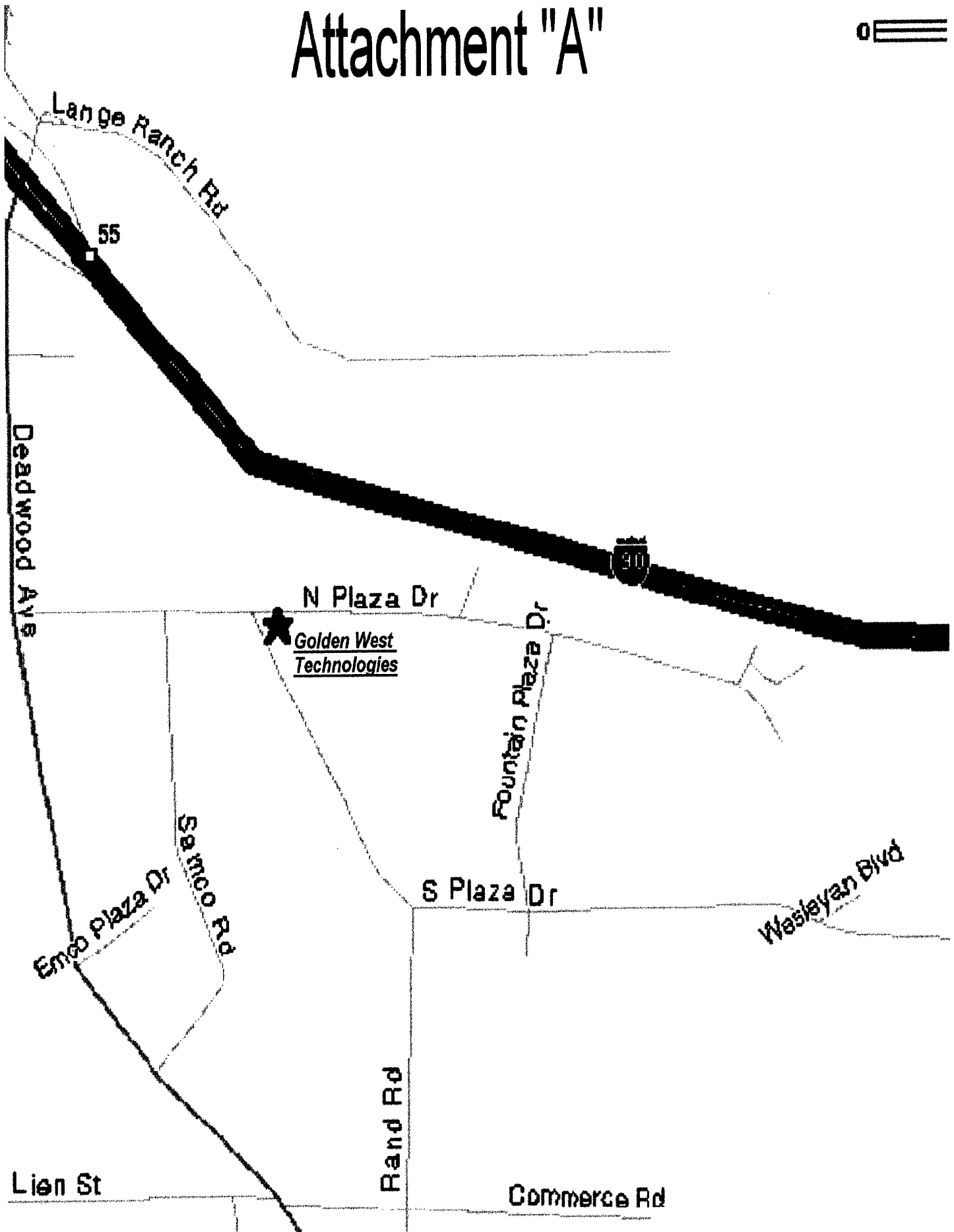
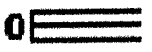
We respectfully request approval of the tower construction plans that have been forwarded to your office in November 2002.

If you have any questions, other issues that need to be addressed, or if I can be of assistance in any way please do not hesitate to call. (605) 721-1029

Sincerely,


Jerry M. Gyles
Cabling Operations Manager

Attachment "A"



Lien St

Rand Rd

Commerce Rd

Lange Ranch Rd

55

Deadwood Ave

N Plaza Dr

Golden West Technologies

Fountain Plaza Dr

S Plaza Dr

Wesleyan Blvd

Emco Plaza Dr

Semo Rd



CRAWFORD
CABLE CONSTRUCTION

All Phases of Fiber Optics & Cable TV Construction

Tower # 1228220

Underground footage; 8550'

Bore Footage; 3000' anticipating some rock.....	\$ 48,000.00
Trench Footage; 5500' anticipating some rock.....	\$ 57,000.00
Hand holes and storages; 20.....	\$ 37,000.00
Aerial footage; 12,900'.....	\$ 25,155.00
Conduit.....	\$ 12,500.00
Fiber.....	\$ 22,950.00
Fiber Splice.....	\$ 5,250.00
Make Ready Costs.....	\$ 67,500.00
Permits,Easements,walkout and design.....	\$ 5,500.00

Tower # 1041927/1063106

Underground footage; 10,486'

Bore footage; 1500' anticipating some rock.....	\$ 22,500.00
Trench footage; 8986' anticipating some rock.....	\$ 89,860.00
Hand holes and storages; 15.....	\$ 27,750.00
Aerial footages; 5217'.....	\$ 10,173.15
Conduit.....	\$ 15,000.00
Fiber.....	\$ 14,875.00
Fiber Splice.....	\$ 5,250.00
Make Ready Costs.....	\$ 30,000.00
Permits,Easements,walkout and design.....	\$ 4,750.00



CRAWFORD
CABLE CONSTRUCTION

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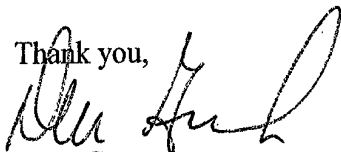
To: Jerry Gyles
From: Dave Gorsuch
Date: 1/27/2003
Re: Bid Proposal for Tower Job

Jerry,

Here is the bid proposal you requested for the fiber placement from your office on N. Plaza Dr to the two tower locations.

If you have any questions please call me.

Thank you,



Dave Gorsuch

2160 Dyess Ave. • Rapid City, SD 57701
Phone: 605-342-3800 • Fax: 605-342-3802
1-888-296-4593
www.crawfordcable.com

Attachment "C"

Tower: North West
#1228220

Towers: North East
#1041927 & 1063106

Golden West Technologies
Location

Legend

Tower Status (Registration Number)

- Constructed
- Granted
- Locales
- Schools
- Hospital
- Golf Course
- Church
- Cemetery
- Transportation Terminal
- Government Building

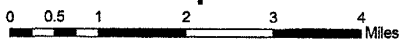
Rivers

Roads

Railroad

Urbanized Area

Source: FCC, ESR, and BDL



Attachment "D"

Cost Comparison

Cost to install fiber optic cable to towers# 12041927 & 1063106 (from attachment "B")	\$220,158.15
Additional equipment to connect from the remote to our location (provided by Golden West Technologies	\$83,285.00
Total	\$303,443.15 ✓
Golden West Technologies cost of installing a new tower (From Attachment "F")	\$68,466.65
Additional cost to Golden West Technologies	\$234,976.50

**This does not include the tower co-location fees which can be any where from \$300.00 to \$1000.00 per month. Which on the low spectrum could add \$3600.00 to the cost of providing service to our customers.
Another factor not included in the additional cost, is the additional labor to maintain the remote location rather than equipment that is located within our building.**

Attachment "E"

Cost Comparison

**Cost to install fiber optic cable
to tower # 1228220 (From Attachment "B")** **\$280,855.00**

**Additional equipment to connect from the remote to
our location (provided by Golden West Technologies)** **\$83,285.00**

Total **\$364,140.00**

**Golden West Technologies cost of installing
a new tower (From Attachment "F")** **\$68,466.65**

Additional cost to Golden West Technologies **\$295,673.35**

**This does not include the tower co-location fees which can be any where
from \$300.00 to \$1000.00 per month. Which on the low spectrum could add
\$3600.00 to the cost of providing service to our customers.**

**Another factor not included in the additional cost, is the additional labor to
maintain the remote location rather than equipment that is located within
our building.**

Attachment F

Golden West Construction Cost:

<u>Material or work to be Performed</u>	<u>Company Contracted</u>	<u>Cost</u>
Geotechnical Exploration	American Engineering Testing, Inc.	\$1,500.00
Drilling, Casing, Reinforcing Steel & Concrete	B & B Foundation Services	\$18,000.00
Manufacture of Tower Mounts & Freight	Ehresmann Engineering, Inc.	\$19,092.70
Installation of Tower	To be decided	\$7,000.00
Golden West Equipment & labor	Golden West Technologies, Inc.	<u>\$22,873.95</u>
	Total Cost	\$68,466.65

FACSIMILIE COVER SHEET

EHRESMANN ENGINEERING, INC.

4400 W. 31st Street
Yankton, SD 57078
Ph. (605)665-7532
Fax: (605)665-9780

Attn: Jerry Gyles	From: Bill Wlyouph
Company: Golden West	Date: 3/3/03
Fax: 605-342-1160	

Hard Copy to Follow: yes no

Total pages, including cover sheet: 3

COMMENTS:

Jerry,

Freight to be \$ 676.70

See proposal for mount prices.

Call if you have any questions.

Bill

Ehresmann Engineering, Inc.

4400 West 31st Street, Yankton, SD 57078
Phone: 605-665-7532 FAX: 605-665-9780

PROPOSAL

TO Bill Cook
Golden West
2727 N.Plaza Drive
Rapid City, SD
Ph: 605-390-7006
Fax: 605-342-1160

PROPOSAL NO: P2110-1
DATE: 5/8/02
FOR: 80' MP (Ext to 120')
Location: Rapid City, SD
Site:
By: ET

DESCRIPTION	AMOUNT
<p>Furnish complete 80' EEI Monopole extendable to 120' designed for 80 mph wind speed and 1/2" ice with reduction allowed, and 80 mph wind and no ice, and per specifications attached.</p> <p>Tower price does not include a lighting kit or antenna mounts. See accessory listing for prices.</p> <p>FOB Yankton, SD.</p> <p>Prices good for 60 days from above date.</p> <p>Estimated delivery 6 to 8 weeks after receipt of purchase order and down payment.</p>	
<u>PAYMENT TERMS</u>	
Thirty percent to accompany written purchase order and signed sales agreement.	\$ 4,499.00
Fifty percent prior to shipment of material to site.	\$ 7,498.00
Twenty percent upon completion of erection, or 30 days after receipt of material at site, whichever comes first.	\$ 2,999.00
	<hr/> <hr/> \$ 14,996.00
Unless otherwise indicated, price does not include freight, taxes, permits, submittals, or cost of an inspector.	
TOWER DESIGN - FOUNDATION DESIGN - STRUCTURAL ANALYSIS - INSPECTION PROJECT MANAGEMENT - SPECIFICATIONS - DETAILING - P.E. CERTIFICATION	\$ 14,996.00

Ehresmann Engineering, Inc.

4400 West 31st Street, Yankton, SD 57078
 Phone: 605-665-7532 FAX: 605-665-9780

Page 2 of 2

PROPOSAL NO: P2110-1
 DATE: 05/08/02

TOWER SPECIFICATION

Ehresmann Engineering, Inc. proposes to supply materials and services as follows:

Tower Description:

Model: EEI 80' Monopole extendable to 120' (12-sided)
 Construction: Slip Joint
 Design Specification: TIA/EIA-222-F
 Foundations: Anchor bolts and template only. Foundation materials by buyer.
 Wind / Ice Load: 80 mph wind speed with no radial ice
 80 mph wind speed with 1/2" ice with reduction allowed

Materials

ASTM A572 Gr 50 ksi Steel

Miscellaneous

Tower Lighting: None included
 Tower Finish: Hot dip galvanized; no paint.
 Feedline Entry: 3 Ports
 Feedline Exit: 2 Ports
 Personnel Access: None provided
 Grounding: None provided
 Climbing Devices: Step Bolts
 Fall Prevention: Cable-type safety climb with no body harness
 Line Support: Internal J-hooks

Tower Design Loading

(12) 4' x 6" panel antennas on 14' low profile platform at elevation 120' (future)
 (12) 4' x 6" panel antennas on 14' low profile platform at elevation 100' (future)
 (1) 4' HP dish antenna at elevation 70'.

Installation

None provided.

ACCESSORIES

14-foot Low profile platform mount for installation of up to (12) RR90-1702DP antennas at one tower elevation. Includes 2-3/8" OD antenna mounting pipes. All items hot dip galvanized. All required fasteners and installation drawings included.	\$ 2,750.00
Clamp-on style dish antenna mount capable of supporting one 4' HP dish.	\$ 550.00
Safety Harness, Full Body, for use with safety climb system	\$ 100.00
Total Including Freight	\$ 19,092.70



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• GEOTECHNICAL
• MATERIALS
• ENVIRONMENTAL

November 27, 2002

Mr. Jerry Gyles
Golden West Technologies
2727 N. Plaza Drive
Rapid City, South Dakota 57702

Subject: Cost Proposal
Geotechnical Exploration Program
Proposed Communications Tower
Rapid City, South Dakota

Dear Mr. Gyles:

INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for conducting a Geotechnical Exploration Program for the proposed communications tower to be erected adjacent to the Golden West Technologies office in Rapid City, South Dakota. This proposal is based on the information provided and is intended to define the general scope, completion schedule, and estimated costs for our work.

PROJECT INFORMATION

The project consists of the construction of a new communications tower adjacent to the Golden West Technologies building at 2727 North Plaza Drive. The new tower will be a mono pole structure 80 feet in height with a future extension to 120 feet. The tower will be placed within the current landscape area just beyond the west entrance to the existing building. In discussions with Mr. Bill Wysaph, we understand a 6' diameter drilled pier foundation is anticipated. The structure will have a shear load of 16.86 kips, an axial load of 16.63 kips and an overturning moment of 1209.65 ft kips.

Based on our brief site visit it appears access to the site with a truck- mounted drill rig and auxiliary pickup truck will be possible.

SCOPE OF WORK

The purpose of the geotechnical study will be to provide subsurface information at the site 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 one (1) Standard Penetration Test (SPT) boring to a depth sufficient to penetrate at least 15 feet into the site stiff clays. Based on past work at the site we anticipate the depth of the boring will be at least 30 feet below grade

AN AFFIRMATIVE ACTION EMPLOYER

1745 Samco Road • Rapid City, SD 57702 • 605-388-0029 • Fax: 605-388-0064
St. Paul • Duluth • Mankato • Marshall • Pierre • Rapid City • Rochester • Sioux Falls • Wausau

2. The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 4.25" I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected in accordance with the procedures outlined in ASTM D1587-74.
3. Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils.
4. Provide recommendations to include soil/rock excavation, backfill and compaction, subgrade preparation and applicable foundation types for the tower.
5. Three copies of a final report will be provided for each site summarizing the results of the field work, laboratory data, and engineering recommendations for use in design and construction of the project.

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 final report for the project will be \$1500.00 plus applicable state and local taxes. Should additional drilling be required to penetrate the lower lying stiff clays for at least 15 feet, additional footage will be billed at a rate of \$12.00/ft.

SCHEDULE

Weather permitting, AET can perform the drilling work within five (5) days from receipt of a written authorization to proceed. It is anticipated that the site work can be performed in one day. Laboratory testing will require approximately two to three days. The final report will be submitted within one week after the completion of the laboratory testing. Verbal recommendations can be given once the site work has been performed and the data reviewed.

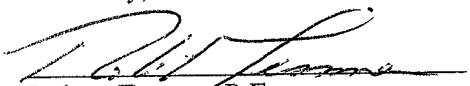
ACCEPTANCE

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to our office. The original proposal is intended for your records. We cannot begin work on this project without written authorization to proceed.

CLOSING

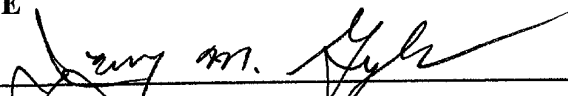
Thank you for considering American Engineering Testing (AET) for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme, P.E.
South Dakota Manager

ACCEPTANCE

SIGNATURE:  _____

COMPANY: Golden West Technologies

DATE: 12-02-02

AMERICAN ENGINEERING TESTING, INC.

SERVICE AGREEMENT

TERMS AND CONDITIONS

SECTION 1 - RESPONSIBILITIES

- 1.1 - The party to whom the proposal/contract is addressed is the Client of American Engineering Testing, Inc. (AET).
- 1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. 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 work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Also, Client will provide a representative for timely answers to project-related questions by AET.
- 1.3 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET will not be responsible for directing or supervising the work of others, unless specifically authorized in writing.
- 1.4 - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.
- 1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other person.
- 1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of change is no longer accessible for evaluation.

SECTION 2 - SITE ACCESS AND RESTORATION

- 2.1 - Client will furnish AET safe and legal site access.
- 2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

SECTION 3 - SAFETY

- 3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, 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 work 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 work. 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 project records prepared by AET will remain the property of AET. AET shall retain these records for a period of three years following submission of the report, during which period the project records can be made available to the Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will 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 carries Worker's Compensation, Property Damage and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, 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.

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.

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 - 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 11 - MUTUAL INDEMNIFICATION

11.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

11.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitation, other indemnifications or other provisions Client and AET have agreed to.

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

SECTION 12 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from professional acts, errors or omissions, such that the total aggregate liability of AET shall not exceed AET's project fee.

SECTION 13 - TERMINATION

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

SECTION 14 - SEVERABILITY

Any 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 15 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 16 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

16.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made improvements. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification centers are not available prior to drilling.

16.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

16.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

16.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 17 - CONTAMINATION

17.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination

17.2 - Because subsurface sampling is a necessary aspect of AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination.

SECTION 18 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 19 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.



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November 27, 2002

Mr. Jerry Gyles
Golden West Technologies
2727 N. Plaza Drive
Rapid City, South Dakota 57702

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1745 Samco Road • Rapid City, SD 57702 • 605-388-0029 • Fax: 605-388-0064
St. Paul • Duluth • Mankato • Marshall • Pierre • Rapid City • Rochester • Sioux Falls • Wausau

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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 final report for the project will be \$1500.00 plus applicable state and local taxes. Should additional drilling be required to penetrate the lower lying stiff clays for at least 15 feet, additional footage will be billed at a rate of \$12.00/ft.

SCHEDULE

Weather permitting, AET can perform the drilling work within five (5) days from receipt of a written authorization to proceed. It is anticipated that the site work can be performed in one day. Laboratory testing will require approximately two to three days. The final report will be submitted within one week after the completion of the laboratory testing. Verbal recommendations can be given once the site work has been performed and the data reviewed.

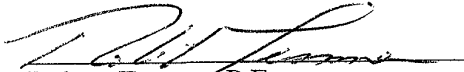
ACCEPTANCE

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

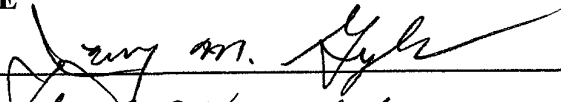
Sincerely,



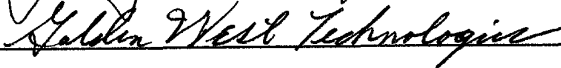
Robert Temme, P.E.
South Dakota Manager

ACCEPTANCE

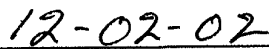
SIGNATURE:



COMPANY:



DATE:



AMERICAN ENGINEERING TESTING, INC.

SERVICE AGREEMENT

TERMS AND CONDITIONS

SECTION 1 - RESPONSIBILITIES

- 1.1 - The party to whom the proposal/contract is addressed is the Client of American Engineering Testing, Inc. (AET).
- 1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. 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 work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Also, Client will provide a representative for timely answers to project-related questions by AET.
- 1.3 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET will not be responsible for directing or supervising the work of others, unless specifically authorized in writing.
- 1.4 - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.
- 1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other person.
- 1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of change is no longer accessible for evaluation.

SECTION 2 - SITE ACCESS AND RESTORATION

- 2.1 - Client will furnish AET safe and legal site access.
- 2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

SECTION 3 - SAFETY

- 3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, 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 work 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 work. 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 project records prepared by AET will remain the property of AET. AET shall retain these records for a period of three years following submission of the report, during which period the project records can be made available to the Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will 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 carries Worker's Compensation, Property Damage and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, 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.

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.

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 - 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 11 - MUTUAL INDEMNIFICATION

11.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

11.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitation, other indemnifications or other provisions Client and AET have agreed to.

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

SECTION 12 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from professional acts, errors or omissions, such that the total aggregate liability of AET shall not exceed AET's project fee.

SECTION 13 - TERMINATION

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

SECTION 14 - SEVERABILITY

Any 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 15 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 16 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

16.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made improvements. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification centers are not available prior to drilling.

16.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

16.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

16.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 17 - CONTAMINATION

17.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination

17.2 - Because subsurface sampling is a necessary aspect of AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination.

SECTION 18 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 19 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

B & B Foundation Service, Inc.

1210 Creek Drive
Rapid City, SD 57701
Phone: (605) 355-6953
FAX: (605) 348-9930

To: GOLDEN WEST TECHNOLOGIES

Date: March 4, 2003

Address: 2727 NORTH PLAZA DRIVE

ATTN: JERRY GYLES

State: RAPID CITY, S.D. 57702

Project: MONO - POLE FOUNDATION AT
GOLDEN WEST BUILDING

Architect: _____

I. Proposal for 1 foundation in accordance with plans and specifications now on file.

A. **Drilling:** Uncased, ready for concrete

Cased, if necessary

\$18,000.00

Cased

B. Reinforced Steel Placement

INCLUDED

II. Unit Prices

When actual depths are at variance with plan elevations unit prices apply.

Caisson Drilling per Lineal Foot Casing

PRICE INCLUDES: MOBILIZATION TO AND FROM JOB SITE,
DRILLING, TEMPORARY CASING AS NECESSARY, SUPPLYING AND
INSTALLING REINFORCING STEEL AND CONCRETE, ANCHOR BOLT
PLACEMENT, COLD WEATHER PROTECTION, CONCRETE TESTING SERVICES,
SPOILS REMOVAL AND DISPOSAL.

Accepted: _____

Submitted by B & B Foundation Service

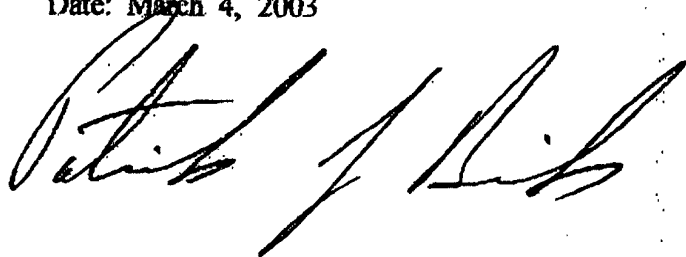
Title: _____

Patrick J Brink / Vice President

Company: _____

Date: March 4, 2003

Date: _____

A handwritten signature in black ink, appearing to read "Patrick J. Brink". The signature is written in a cursive style with a large initial "P" and "B".