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

Project Name & Number: 2019 Environmental Monitoring Contract Renewal  
Project No. 19-2489

CIP #: 

Project Description: 2019 Environmental monitoring contract renewal for landfill and MRF. Contract includes monitoring of ground water, wastewater, methane and similar environmental monitoring required under the City's waste permit.


Original Contract Amount: $97,447.41  
Original Contract Date: January 1, 2019  
Original Completion Date: 

Addendum No: 

Amendment Description:

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

Funding Source This Request:

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<th>7102</th>
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Agreement Review & Approvals

Project Manager:  
Date: 1/17/19

Compliance Specialist:  
Date: 1/17/19

Division Manager:  
Date: 1/18/19

Department Director:  
Date: 1/18/19

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)

Appropriation: Y N
Cash Flow: Y N

108A Authorization for Mayor & Finance Officer to Sign

Rev. 03/2009
AN AGREEMENT BETWEEN THE CITY OF RAPID CITY AND AMERICAN ENGINEERING TESTING, INC. FOR SAMPLING, ANALYSIS, AND REPORTING RELATED TO 2019 ENVIRONMENTAL MONITORING FOR THE RAPID CITY MUNICIPAL LANDFILL

This Agreement is made and entered into this 2nd day of January, 2019, 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 $97,447.41 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 2nd day of January, 2019
AMERICAN ENGINEERING TESTING, INC.


Date ________________________________

THE CITY OF RAPID CITY, SOUTH DAKOTA

By ____________________________________

Steve Allender, Mayor

Date ________________________________

ATTEST:

By ____________________________________

Pauline Sumption, Finance Officer

Date ________________________________

(SEAL)
January 15, 2019

Mr. Steven Pauli
Superintendent of Solid Waste Operations
City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Rapid City, South Dakota
AET Project No. 18-00352

Dear Mr. Pauli:

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 2019. 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 2019.
- A purpose and work scope for the 2019 monitoring plan.
- An estimate of the 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 2019. A modified certificate naming the City of Rapid City as additional insured will be issued with the fully executed contract.

We look forward to providing these professional services to the Rapid City Landfill for the year 2019. If you have any questions or require additional information at this time, please contact me at (605) 388-0029 or rprann@amengtest.com.

Respectfully,

[Signature]
Robert A. Prann, EIT, CPRR
Environmental Project Manager
ANNUAL CONTRACT RENEWAL
WORKPLAN FOR SAMPLING, ANALYSIS, AND REPORTING
RELATED TO 2019 ENVIRONMENTAL MONITORING FOR
RAPID CITY LANDFILL
RAPID CITY, SOUTH DAKOTA

January 15, 2019

AUTHORIZATION

FOR THE CLIENT:

Client: City of Rapid City, Rapid City Landfill

Authorized Signature: ________________________________

Typed Name: ________________________________

Title: ________________________________

Date: ________________________________

Attest: ________________________________ Date: ________________________________

ACCEPTANCE

FOR AMERICAN ENGINEERING TESTING, INC:

Authorized Signature: ________________________________

Typed Name: Robert A. Prann

Title: Environmental Project Manager

Date: January 15, 2019
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. Quarterly screening of permanent and temporary methane monitoring wells, methane surface emissions, and measurement of water levels in select wells;
4. Calculating and evaluating Greenhouse Gas (GHG) emissions; and
5. 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, BODs, Cd, Cu, Pb, Hg, Zn, As, CrIII, CrVI, Se, Ag, Ni, selenite, selenate, 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-hour 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 systems (Cells 12 and 16) will be conducted in a manner to meet 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.

10. Monthly composite sampling of the leachate extraction systems (Cells 12 and 16) will be conducted in a manner to meet the Rapid City Landfill’s Industrial Wastewater discharge permit Number 401. Samples will be analyzed for BOD, TSS, field pH, and temperature.

11. A summary of the above waste water sampling will be incorporated into the annual report.

12. Monthly composite samples from the leachate extraction systems 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 20 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 27 site monitoring wells.

5. Collecting samples from each well using a peristaltic pump and flow cell. A disposable bailer will be used for wells 1-8-19da4 and 1-8-19da5 because of the well depths.

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, 1-8-19dda, 1-8-19db1, 1-8-19ac1, 1-8-19ad3, and 1-8-19bd1 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 wells 1-8-19da4 and 1-8-19da5.

7. Monitoring wells 1-8-19ddR, and 1-8-19dec 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 sampled 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.

Groundwater (VOC Sampling):

1. Providing qualified personnel for quarterly groundwater monitoring. Up to 3 wells will be sampled during the 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 quarterly sampling events for all 3 site monitoring wells.

5. Collecting samples from each well using a peristaltic pump and flow cell. Samples will be
collected using low flow methods or disposable bailer in the case of well 1-8-19da4.

6. Sampling wells 1-8-19da1, 1-8-19da3, and 1-8-19da4, quarterly for 40 CFR Appendix I VOCs. 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.

7. Forwarding analytical results and field measurements for the quarterly monitoring events to Solid Waste Operations upon completion.

8. Notifying the Solid Waste Operations Superintendent, as soon as known, if any concentrations exceed regulatory limits.

9. Compiling the new data and entering the data into the annual groundwater report.

10. 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).


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.

**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.
COST ESTIMATE

2019 5-Year Annual Renewal Contract Sampling, Analysis and Reporting for Rapid City Landfill (lab analysis by Midcontinent Testing Labs, Inc.)

SURFACE WATER (Outfall 001)
Surface Water- (12 events)
Preparation, Loading/Unloading 0.5 hour @ $100.00 = $50.00
Pickup Mileage 17 miles @ $1.00 = $17.00
Travel Time 1 hour @ $100.00 = $100.00
Site Time 1 hour @ $100.00 = $100.00
Sample Prep. (pickup/return samples to lab) 0.25 hour @ $100.00 = $25.00
Sampling Equipment (gloves, ice, decon) 1 event @ $6.00 = $6.00
Equipment rental (pH/temp/DO) 1 event @ $35.00 = $35.00
Reporting 1 hour @ $110.00 = $110.00
Project Management 0.5 hour @ $120.00 = $60.00
Laboratory Services Subcontractor-Midcontinent Labs
As, Cd, Cr, CrV, Cu, Pb, Hg, Ni, Se, Ag, Zn, Ammonia, Hardness, BOD, DO, pH, Phenol, TSS, Toluene
Selenite, Selenite, TPH (as Oil & Grease) 1 sample @ $471.24 = $471.24
Chemistry Markup (includes invoice processing fee, interest on fees paid) = $23.56
SUB TOTAL - Per Event $997.80
TOTAL - Outfall 001, concrete pit (12 events) $11,973.62

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 Pond, Compost Pond)
Waste Water (10 events)
Preparation, Loading/Unloading 0.5 hour @ $100.00 = $50.00
Pickup Mileage 17 miles @ $1.00 = $17.00
Travel Time 1 hour @ $100.00 = $100.00
Site Time 1 hour @ $100.00 = $100.00
Sample Prep. (pickup/return samples to lab) 0.25 hour @ $100.00 = $25.00
Sampling Equipment (gloves, ice, decon) 1 event @ $6.00 = $6.00
Equipment rental (pH/temp) 1 event @ $35.00 = $35.00
Reporting 1 hour @ $110.00 = $110.00
Project Management 0.5 hour @ $120.00 = $60.00
Laboratory Services Subcontractor-Midcontinent Labs
As, Cd, Cr, CrV, Cu, Pb, Hg, Ni, Se, Ag, Zn, O & G, BOD, TSS, TPH
Chemistry Markup (includes invoice processing fee, interest on fees paid) 1 sample @ $276.36 = $276.36
SUB TOTAL - Per Event $793.18
TOTAL - Leachate pond, compost pond (10 events) $7,931.78
## COST ESTIMATE

**2019 5-Year Annual Renewal Contract Sampling, Analysis and Reporting for Rapid City Landfill**  
(lab analysis by Midcontinent Testing Labs, Inc.)

### Monthly leachate vault (Cell 12) sampling for BOD/TSS/pH/temp. (10 events)

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<th>Total</th>
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<tr>
<td>Pickup Mileage</td>
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<td>Travel Time</td>
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<tr>
<td>Site Time</td>
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<td>Sample Prep. (pickup/return samples to lab)</td>
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<td>hour</td>
<td>$100.00</td>
<td>$50.00</td>
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<tr>
<td>Sampling Equipment (gloves, ice, decon)</td>
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<td><strong>SUB TOTAL - Per Event</strong></td>
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<td>$783.81</td>
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<td><strong>TOTAL - Monthly leachate vault (Cell 12) sampling for BOD/TSS/pH/temp. (10 events)</strong></td>
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### Semi-annual leachate vault (Cell 12) sampling for full suite (2 events)

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<td>Sample Prep. (pickup/return samples to lab)</td>
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<td>hour</td>
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<td>Sampling Equipment (gloves, ice)</td>
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<td>Equipment rental (pH/temp/auto sampler)</td>
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<td>As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O2G, BOD, TSS</td>
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<td><strong>TOTAL - Semi-annual leachate vault (Cell 12) sampling for full suite (2 events)</strong></td>
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<td>$2,070.36</td>
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### Monthly leachate vault (Cell 16) sampling for BOD/TSS/pH/temp. (10 events)

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<th>Service Description</th>
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<td>$100.00</td>
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<td>Pickup Mileage</td>
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<td>Travel Time</td>
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<td>Site Time</td>
<td>1.5</td>
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<tr>
<td>Sample Prep. (pickup/return samples to lab)</td>
<td>0.5</td>
<td>hour</td>
<td>$100.00</td>
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<td>Sampling Equipment (gloves, ice, decon)</td>
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<td>Equipment rental (pH/temp)</td>
<td>1</td>
<td>event</td>
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<td>hour</td>
<td>$110.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>0.5</td>
<td>hour</td>
<td>$120.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Laboratory Services Subcontractor-Midcontinent Labs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOD, TSS</td>
<td>1</td>
<td>sample</td>
<td>$36.96</td>
<td>$36.96</td>
</tr>
<tr>
<td>Chemistry Markup (includes invoice processing fee, interest on fees paid)</td>
<td></td>
<td></td>
<td></td>
<td>$1.85</td>
</tr>
<tr>
<td><strong>SUB TOTAL - Per Event</strong></td>
<td></td>
<td></td>
<td></td>
<td>$666.81</td>
</tr>
<tr>
<td><strong>TOTAL - Monthly leachate vault (Cell 16) sampling for BOD/TSS/pH/temp. (10 events)</strong></td>
<td></td>
<td></td>
<td></td>
<td>$6,668.08</td>
</tr>
</tbody>
</table>
**COST ESTIMATE**

2019 5-Year Annual Renewal Contract Sampling, Analysis and Reporting for Rapid City Landfill (lab analysis by Midcontinent Testing Labs, Inc.)

### Semi-annual leachate vault (Cell 16) sampling for full suite (2 events)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation, Loading/Unloading</td>
<td>1 hour</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Pickup Mileage</td>
<td>17 miles</td>
<td>$1.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>Travel Time</td>
<td>1 hour</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Site Time</td>
<td>1.5 hours</td>
<td>$100.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Sample Prep. (pickup/return samples to lab)</td>
<td>0.5 hour</td>
<td>$100.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sampling Equipment (gloves, ice)</td>
<td>1 event</td>
<td>$6.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>Equipment rental (pH/temp)</td>
<td>1 event</td>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Reporting</td>
<td>1 hour</td>
<td>$110.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>0.5 hour</td>
<td>$120.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Laboratory Services Subcontractor-Midcontinent Labs</td>
<td>1 sample</td>
<td>$276.36</td>
<td>$276.36</td>
</tr>
<tr>
<td>As, Cd, Cr, CrVI, Cu, Pb, Hg, Ni, Se, Ag, Zn, O&amp;G, BOD, TSS</td>
<td></td>
<td></td>
<td>$13.82</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
**SUB TOTAL - Per Event** $918.18

**TOTAL - Semi-annual leachate vault (Cell 16) sampling for full suite (2 events)** $1,836.36

### GROUND WATER (April/October events and annual report)

#### Semi-Annual Event (April)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation, Loading/Unloading (two-man crew)</td>
<td>3 hours</td>
<td>$200.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Pickup Mileage</td>
<td>150 miles</td>
<td>$1.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Travel Time (two man crew)</td>
<td>5 hours</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Site Time (two man crew)</td>
<td>25 hours</td>
<td>$200.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Sampling Equipment (gloves, ice, baggies, tubing, bailers)</td>
<td>20 samples</td>
<td>$35.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Equipment rental (multi-meter, peristaltic pump, flow cell)</td>
<td>1 event</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>3 hours</td>
<td>$120.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Laboratory Services Subcontractor-Midcontinent Labs</td>
<td>20 samples</td>
<td>$402.36</td>
<td>$8,047.20</td>
</tr>
<tr>
<td>Appendix I VOCs and Alternative List to Metals</td>
<td>2 samples</td>
<td>$31.08</td>
<td>$62.16</td>
</tr>
<tr>
<td>Total Mercury (Hg) wells 1-8-19ddR and 1-8-19adc</td>
<td>3 samples</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Trip Blank, VOCs</td>
<td>2 samples</td>
<td>$140.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>Equipment Blank, VOCs</td>
<td>2 samples</td>
<td>$140.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>Chemistry Markup (includes invoice processing fee, interest on fees paid)</td>
<td></td>
<td></td>
<td>$419.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SUB TOTAL - Semi Annual Event (April)** $16,813.83

#### Semi-Annual Event (October)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation, Loading/Unloading (two-man crew)</td>
<td>3 hours</td>
<td>$200.00</td>
<td>$600.00</td>
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<tr>
<td>Pickup Mileage</td>
<td>150 miles</td>
<td>$1.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Travel Time (two man crew)</td>
<td>5 hours</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Site Time (two man crew)</td>
<td>25 hours</td>
<td>$200.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Sampling Equipment (gloves, ice, baggies, tubing, bailers)</td>
<td>20 samples</td>
<td>$35.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Equipment rental (multi-meter, sounder, peristaltic pump, flow cell)</td>
<td>1 event</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>3 hours</td>
<td>$120.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Laboratory Services Subcontractor-Midcontinent Labs</td>
<td>20 samples</td>
<td>$402.36</td>
<td>$8,047.20</td>
</tr>
<tr>
<td>Appendix I VOCs and Alternative List to Metals</td>
<td>3 samples</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Trip Blank, VOCs</td>
<td>2 samples</td>
<td>$31.08</td>
<td>$62.16</td>
</tr>
<tr>
<td>Total Mercury (Hg) wells 1-8-19ddR and 1-8-19adc</td>
<td>2 samples</td>
<td>$140.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>Equipment Blank, VOCs</td>
<td>2 samples</td>
<td>$140.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>Chemistry Markup (includes invoice processing fee, interest on fees paid)</td>
<td></td>
<td></td>
<td>$419.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SUB TOTAL - Semi Annual Event (October)** $16,813.83
## COST ESTIMATE

2019 5-Year Annual Renewal Contract Sampling, Analysis and Reporting for Rapid City Landfill (lab analysis by Midcontinent Testing Labs, Inc.)

### Annual Report
- **Report Preparation** (annual report, includes statistical analysis)
  - **Project Manager**: 4 hours @ $120.00 = $480.00
  - **Staff Professional**: 65 hours @ $110.00 = $7,150.00
  - **Draftsperson**: 10 hours @ $85.00 = $850.00
  - **Clerical**: 3 hours @ $60.00 = $180.00
  - **Senior Review**: 3 hours @ $130.00 = $390.00
- **SUB TOTAL - Annual Report**: $9,050.00
- **TOTAL - Groundwater - Apr/Oct events and Annual Report**: $42,677.66

### Groundwater - Quarterly VOC Sampling (da1, da3, and da4) (4 events)
- **Preparation, Loading/Unloading**: 1 hour @ $100.00 = $100.00
- **Pickup Mileage**: 20 miles @ $1.00 = $20.00
- **Travel Time**: 1.5 hours @ $100.00 = $150.00
- **Site Time**: 4 hours @ $100.00 = $400.00
- **Sample Prep. (pickup/return samples to lab)**: 0.5 hour @ $100.00 = $50.00
- **Sampling Equipment (gloves, ice, decon)**: 1 event @ $6.00 = $6.00
- **Equipment rental (pH/Temp)**: 1 event @ $35.00 = $35.00
- **Reporting**: 1 hour @ $110.00 = $110.00
- **Project Management**: 0.5 hour @ $120.00 = $60.00
- **Laboratory Services Subcontractor-Midcontinent Labs**
  - **Appendix I VOCs**: 3 samples @ $140.00 = $420.00
  - **Trip Blank, VOCs**: 1 samples @ $0.00 = $0.00
  - **Field Blank - Appendix I VOCs**: 1 sample @ $140.00 = $140.00
- **Chemistry Markup (includes invoice processing fee, interest on fees paid)**: $28.00
- **SUB TOTAL - Per Event**: $1,519.00
- **TOTAL - Groundwater - Quarterly VOC Sampling (da1, da3, and da4) (4 events)**: $6,076.00

### QUARTERLY METHANE MONITORING
- **Field Screening Methane Monitoring Points for Methane and 11 Groundwater Monitoring Wells for Water Levels**
  - **Preparation, Loading/Unloading**: 1 hour @ $100.00 = $100.00
  - **Pickup Mileage**: 20 miles @ $1.00 = $20.00
  - **Travel Time**: 0.5 hour @ $100.00 = $50.00
  - **Site Time**: 6 hours @ $100.00 = $600.00
  - **Equipment rental (Combustible Gas Indicator)**: 1 event @ $100.00 = $100.00
  - **Reporting**: 2 hours @ $110.00 = $220.00
  - **Project Management**: 0.5 hour @ $120.00 = $60.00
- **SUB TOTAL - Per Event**: $1,150.00
- **TOTAL - Four Quarterly Methane Well Monitoring Events and Water Levels**: $4,600.00

### Surface Emissions Monitoring for Methane
- **Equipment rental (Combustible Gas Indicator)**: 1 event @ $330.00 = $330.00
- **Preparation, Loading/Unloading**: 1 hour @ $100.00 = $100.00
- **Pickup Mileage**: 20 miles @ $1.00 = $20.00
- **Travel Time**: 0.5 hour @ $100.00 = $50.00
- **Site Time**: 4 hours @ $100.00 = $400.00
- **Reporting**: 2 hours @ $110.00 = $220.00
- **Project Management**: 1 hour @ $120.00 = $120.00
- **SUB TOTAL - Per Event**: $1,240.00
COST ESTIMATE
2019 5-Year Annual Renewal Contract Sampling, Analysis and Reporting for Rapid City Landfill
(lab analysis by Midcontinent Testing Labs, Inc.)

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment rental (Combustible Gas Indicator)</td>
<td>1 event</td>
<td>$330.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>Preparation, Loading/Unloading</td>
<td>0.5 hour</td>
<td>$100.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Pickup Mileage</td>
<td>20 miles</td>
<td>$1.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Travel Time</td>
<td>0.5 hour</td>
<td>$100.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Site Time</td>
<td>2 hours</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>0.5 hour</td>
<td>$120.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

SUB TOTAL - One Return Event                | $710.00  |
SUB TOTAL - Four Quarterly Methane Surface Emissions Events Plus 2 re-monitoring events | $4,960.00 |
TOTAL - Quarterly Methane Monitoring and Water Levels | $9,560.00 |

YARD WASTE COMPOST SAMPLES
Laboratory Services Subcontractor-Midcontinent Labs

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-N Ratio</td>
<td>1 sample</td>
<td>$38.64</td>
<td>$38.64</td>
</tr>
</tbody>
</table>

Chemistry Markup (includes invoice processing fee, interest on fees paid) = $1.93
SUB TOTAL - Per Sample | $40.57 |
TOTAL - Yard Waste Compost Samples (90 samples) | $3,651.48 |

GREENHOUSE GAS EMISSIONS CALCULATIONS, REPORTING, ASSISTANCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>1 hour</td>
<td>$120.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>Staff Professional</td>
<td>10 hours</td>
<td>$110.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Senior Review</td>
<td>1 hour</td>
<td>$130.00</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

TOTAL - GREENHOUSE GAS EMISSION CALCULATIONS | $1,350.00 |

TOTAL COST FOR 2019 ENVIRONMENTAL MONITORING | $97,447.41
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 change 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.
SERVICE AGREEMENT - TERMS AND CONDITIONS

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.

9.2 - Client agrees to pay interest on unpaid invoices balances at a rate of 1.5% per-month, or the maximum allowed by law, whichever is les, 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.

ACS 401 (12/10) AMERICAN ENGINEERING TESTING, INC.
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 the 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 fees 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.
Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Engineering Testing, Inc.

2. Business name disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification [C Corporation, S Corporation, Partnership] ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is also another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5. See Specific Instructions on Page 2.

Part or Visa.

6. Address (number, street, and apt. or suite no.) See Instructions.

550 Cleveland Avenue North

City, state, and ZIP code

Saint Paul, Minnesota, 55114

7. List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For Individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date 11/1/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 have ADDITIONAL INSURED provisions or 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

HUB International Mountain States Limited
245 E. Roselawn Avenue, Suite 31
Saint Paul, MN 55117-1940

INSURED

AMERICAN CONSULTING SERVICES INC
dba AMERICAN ENGINEERING TESTING INC
AM PETROGRAPHIC SERVICE
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

CONTACT

NAME: Ann Ross
PHONE: (651) 288-5137
FAX: (651) 286-0560
EMAIL: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE

A
The Phoenix Insurance Company 25623
B
The Travelers Indemnity Company of America 25666
C
Travelers Property Casualty Company of America 25674
D
The Travelers Indemnity Company 25658
E
Continental Casualty Company 20443

COVERAGES

CERTIFICATE 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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RENEWALS: contracts@amengtest.com

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

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

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