

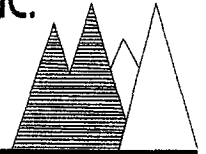
PARKSIDE DESIGN, INC.

730 SOUTH STREET

RAPID CITY, SD 57701

PH: (605) 348-9171

FAX: (605) 348-4978



2 May 2006

City of Rapid City
300 Sixth Street
Rapid City, SD 57701
Attn: Chip Petrik

RE: Utility Maintenance Storage Building

Parkside Design, Inc. hereby proposes to furnish structural engineering services for the following described project:

Project Description

The proposed new building will be a 40'-0 x 60'-0 Pole Building. The building will have 10-0 side walls. There will be two overhead doors and one man door on one of the 60'0 sides.

Project Basic Services

Services for the project shall be as described below:

Contract Document Preparation

- a. Design and detailing poles
- b. Design and detailing of the roof and wall systems

Construction Administration

- a. Shop drawing review for all structural elements.
- b. Construction phase coordination and clarifications

Compensation

Compensation shall be lump sum as follows:

| | |
|-------------------|----------|
| Foundation Design | \$800.00 |
|-------------------|----------|

Additional Services Compensation

For additional services beyond those defined as Project Basic Services, and when City of Rapid City and Engineers prior to proceeding have approved these Additional Services in writing, our compensation will be hourly at the rates of \$80 per hour for engineering and \$50 per hour for drafting.

Reimbursable Expenses

Reimbursable expenses include expenses incurred by Parkside Design's employees in the interest of the Project. They include expenses for mileage at \$0.45/mile and reproduction for out-of-office use. Reimbursable expenses shall not exceed \$ 100.00

Invoicing

We will invoice you for our services monthly, for services performed during the previous month.

Payments

Payments are due and payable 30 days from the date of our invoice.

Miscellaneous Provisions

Insurance

Parkside Design, Inc. shall keep in force for the term of the project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the maximum amount of \$250,000.00.

Allocation of Risk

The risk involved in this project, has been allocated such that the Client agrees that Parkside Design, Inc. total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed \$250,000.00. Such causes include but are not limited to design professional's negligent acts, errors or omissions: Strict liability, breach of contract or breach of implied or express warranty.

Disputes

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof, shall be decided in accordance with the laws of the State of South Dakota and shall be brought only in the Circuit Court of the state of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

Termination

This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Parkside Design, Inc. shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

Lien Rights

All lien rights as and if necessary shall be invoked for nonpayment of services rendered. Any notification of lien rights if required by law will be sent to the Owner prior to commencing work on this project.

Parkside Design, Inc.'s sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Parkside Design, Inc. and any third party.

Parkside Design, Inc. relies solely and exclusively on the Client to provide complete, accurate and timely information of the Owner's design criteria.

Acceptance

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office. We will proceed with our work upon receipt of your signed proposal.


Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project.

Sincerely,
PARKSIDE DESIGN, INC.



Mark Landon, P.E.
President

ACCEPTED FOR
PARKSIDE DESIGN, INC.

BY 
Mark Landon, President

DATE 12 July 06

ACCEPTED FOR
CITY OF RAPID CITY

BY _____

DATE _____