

AUTHORIZATION AND AGREEMENT FOR SERVICES

SPERLICH CONSULTING, INC.

PW103106-17

821 1/2 Columbus Street • Rapid City, SD 57701 • (605) 721-4040 • FAX (605) 721-4048

Client: City of Rapid City, SD 394-4154 Phone:

Billing Address: 300 6th Street, Rapid City, SD 57701

Contact Person/Title: Dirk Jablonski, PE Phone:

The Client intends to design aproximately 1980 lineal feet of
gravity sewer main within the Catron Boulevard right-of-way.

and as mutually agreed to Sperlich Consulting, Inc. shall perform the Scope of Services as follows:

Perform a topographic survey and provide to the City
construction plans in accordance with Standard Specifications
for the aforementioned 1980 lineal feet of gravity sewer main
with appurtenances.

This estimate does not include construction staking.

and as mutually agreed to, Client shall compensate Sperlich Consulting, Inc. in accordance with Section 3 and the current Rate of Charges as described below: at our current standard

hourly rates with the total not to exceed \$9915.00.

All Land Surveys will be in accordance with "Recommended Procedures For The Practice of Land Surveying" as adopted by the South Dakota Society of Professional Surveyors, 1986.

CLIENT AGREES TO THE STANDARD PROVISIONS OF CONTRACT FOR PROFESSIONAL SERVICES WHICH ARE A PART OF THIS AGREEMENT. PLEASE READ, SIGN AND RETURN THE WHITE COPY TO THE ABOVE ADDRESS. WORK WILL NOT COMMENCE OR BE SCHEDULED UNTIL SIGNED COPY IS RETURNED. THIS INSTRUMENT SHALL NOT CONSTITUTE AN AGREEMENT OR CONTRACT BETWEEN THE PARTIES UNTIL EXECUTED BY SPERLICH CONSULTING, INC. RETURN OF THE FULLY EXECUTED WHITE COPY TO SPERLICH CONSULTING, INC. SHALL CONSTITUTE A NOTICE TO SPERLICH CONSULTING, INC. TO PROCEED WITH THE WORK.

Agreement includes Standard Provisions of Contract Sections 1-8 printed on the back of this form.

BY: _____ Date:
Person Responsible for Payment (or Authorized Agent)

SPERLICH CONSULTING, INC.

BY: Kale R. McRoboe 10-23-06 Date:

STANDARD PROVISIONS OF CONTRACT FOR PROFESSIONAL SERVICES

The Client and Sperlich Consulting, Inc. agree that the following provisions shall be a part of their agreement:

SECTION 1: GENERAL CONDITIONS

Where applicable, proposed fees constitute our best estimate of the charges required to perform the services as defined. Except as provided otherwise, the project scope will not be modified without written mutual agreement. Where project scope is expanded by Client, Client will be responsible for payment for services resulting therefrom. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, if facts are uncovered which may alter the scope, Sperlich Consulting, Inc. will inform the Client of such situation so that changes in scope and compensation can be negotiated as required.

Sperlich Consulting, Inc. will provide all services in accordance with generally accepted professional practices. Sperlich Consulting, Inc. will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code.

In the event that the Client makes a claim against Sperlich Consulting, Inc. for any alleged error, omission, breach of contract, or other act arising out of the performance of our professional services, and the Client fails to prove such claim upon final adjudication, and judgement is rendered in favor of Sperlich Consulting, Inc., then the client shall pay all costs incurred by Sperlich Consulting, Inc. in defending itself against the claim, including but not limited to, personnel-related costs, attorneys fees, court costs and other claim-related expenses.

Nothing in this agreement shall be construed to subject or extend to Sperlich Consulting, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by contractors or subcontractors or the safety precautions and programs incidental to the work of the contractors or subcontractors

SECTION 2: PROJECT INFORMATION

The Client will make available to Sperlich Consulting, Inc. all known information regarding existing and proposed conditions of the site. The information will include, but not be limited to, maps of previous boundary surveys, topographic surveys, site plans, location of any known monuments, existing utilities and drainage.

The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.

SECTION 3: FEE PAYMENT

Sperlich Consulting, Inc. will submit invoices to Client monthly for services rendered and a final invoice upon completion. Payment is due upon receipt of invoice and is past due 30 days from invoice date. On past due accounts, Client will pay a finance charge of 2% every month.

SECTION 4: OWNERSHIP OF DOCUMENTS

All original papers and documents and copies produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of Sperlich Consulting, Inc. and may be used by Sperlich Consulting, Inc. without the consent of Client.

Client may make and retain copies of drawings and maps or information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the work. Any reuse without written permission, verification or adaptation by Sperlich Consulting, Inc. for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Sperlich Consulting, Inc. and Client shall indemnify and hold harmless Sperlich Consulting, Inc. from all claims, damages, losses and expense including attorneys' fees arising out of or resulting therefrom. Any such permission, verification or adaptation will entitle Sperlich Consulting, Inc. to further compensation at rates to be agreed upon by Client and Sperlich Consulting, Inc.

SECTION 5: LIMITATION OF LIABILITY

Client will notify any contractor or subcontractor who performs work in connection with any work done by Sperlich Consulting, Inc. of the limitation of liability for design defects, errors, omissions or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitation of liability on their part as against Sperlich Consulting, Inc. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify Sperlich Consulting, Inc. for any liability to any third party.

The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and the Client further agrees to defend, indemnify and hold Sperlich Consulting, Inc. harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except liability arising from the sole negligence of Sperlich Consulting, Inc.

The Client agrees to limit Sperlich Consulting, Inc.'s liability to the Client and to all construction contractors and subcontractors on the project arising from Sperlich Consulting, Inc.'s negligent acts, errors or omissions, such that the total aggregate liability of Sperlich Consulting, Inc. to all those names shall not exceed Sperlich Consulting, Inc.'s total fee for the services rendered on the project. The Client further agrees to require of the contractor a similar limitation of the liability of Sperlich Consulting, Inc. and of the Client, to the contractor and his subcontractors due to Sperlich Consulting, Inc.'s negligent acts, errors or omissions. In the event the Client fails to obtain a like limitation with the contractor or subcontractors, any liability to Client and Sperlich Consulting, Inc. shall be allocated between Client and Sperlich Consulting, Inc. such that the aggregate liability of Sperlich Consulting, Inc. shall not exceed that noted heretofore.

Neither party shall be responsible or held liable to the other for consequential damages including loss of profit, loss of investment, loss of product or business interruption. The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply notwithstanding the fault or negligence of the party indemnified, released or whose liability is limited.

SECTION 6: INSURANCE

Sperlich Consulting, Inc. will maintain insurance covering in the following amounts:

Workman's Compensation	Statutory
General Liability	\$300,000
Automobile Liability	\$300,000
Professional Liability	\$250,000

If the Client requires coverages or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client

SECTION 7: TERMINATION

This Agreement may be terminated by either party upon 7 days written notice.

SECTION 8: ASSIGNS

Client shall not assign this agreement without the authorized written consent of Sperlich Consulting, Inc. This agreement shall extend to and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

SPERLICH CONSULTING, INC.
HOURLY RATES AND REIMBURSABLE COSTS
2006

Principal - Design Engineer	\$ 75.00/hr.
Design Engineer	\$ 75.00/hr.
Registered Land Surveyor	\$ 65.00/hr.
Survey Crew Chief	\$ 42.50/hr.
Survey Assistant/Rodman	\$ 24.50/hr.
GPS	\$ 50.00/hr.
Engineer's On - Site Representative	\$250.00/day
Design Tech I	\$ 45.00/hr.
Design Tech II	\$ 50.00/hr.
Clerical	\$ 35.00/hr.
Mileage	\$ 0.50/mi.
Blue line copies	\$ 0.40/s.f.
Mylar Copy-15x26	\$ 5.00/each
Photo copies	1.1 x cost or \$ 0.50/ea.
Authorized commercial travel	1.1 x cost
Other Reimbursable Expenses	1.1 x cost

PROJECT: Catron Boulevard Sewer Main Extension in Conjunction with the Villaggio @ Golden Eagle

BY: Sperlich Consulting, Inc.

DATE: October 17, 2006

Number	Design Phase	Principal Design Engineer	Registered Land Surveyor	Survey Crew Chief	Survey Assistant/Rodman	GPS System	Design Technician II	Clerical	Offsite Printing
		\$75.00	\$55.00	\$42.50	\$24.50	\$50.00	\$50.00	\$35.00	
PRELIMINARY DESIGN PHASE									
1	Meetings w/ City Staff	2.5							
2	Site Survey		15	20	20	20			
3	Horizontal & Vertical Alignment	10							
4	Sewer Main String	2							
5	Preliminary Plan & Profile Drawings	12.5					30	4	\$160.00
SECTION #1 SUB-TOTAL HOURS =		27	15	20	20	20	30	4	
SECTION #1 SUB-TOTAL COST =		\$2,025.00	\$825.00	\$850.00	\$490.00	\$1,000.00	\$1,500.00	\$140.00	\$160.00
95% DESIGN PHASE									
6	Construction Cost Estimate	3							
SECTION #2 SUB-TOTAL HOURS =		3	0	0	0	0	0	0	
SECTION #2 SUB-TOTAL COST =		\$225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MEETINGS AND SUBMITTALS									
7	95% Plans and Specifications Review	6	4				8	4	100
8	100% Plans and Specifications Review	6	4				8	4	100
SECTION #5 SUB-TOTAL HOURS =		12	8	0	0	0	16	8	
SECTION #5 SUB-TOTAL COST =		\$900.00	\$440.00	\$0.00	\$0.00	\$0.00	\$800.00	\$280.00	\$200.00
SUB-TOTALS =		\$3,150.00	\$1,265.00	\$850.00	\$490.00	\$1,000.00	\$2,300.00	\$420.00	\$440.00

TOTAL ESTIMATED COST = \$9,915.00