

February 27, 2006

Rapid City Water Reclamation
Attn: David Van Cleave
7903 South Side Dr.
Rapid City, SD 57703

Dear Mr. Van Cleave:

We are privileged to have this opportunity to submit our proposal for the services requested. We know this is a big step for you and we are determined to make it a success for both parties.

Enclosed you will find a complete and detailed description of the cleaning services we propose to perform. The specifications and frequencies are geared to the cleaning needs of your facility.

We are a truly **professional** janitorial service that offers:

- * STRONG CUSTOMER SERVICE PHILOSOPHY
- * A REASONABLE PRICE
- * EXCELLENT TRAINING PROGRAM
- * STATE OF THE ART QUALITY ASSURANCE PROGRAM
- * QUICK RESPONSE TO PROBLEMS
- * BONDING, LIABILITY, WORKER'S COMPENSATION PROGRAMS
- * LATEST IN JANITORIAL TECHNOLOGY AND PROCESSES
- * TEAM APPROACH IN WORKING WITH BUILDING MANAGER

If you have any questions or comments, please do not hesitate to contact me at your earliest convenience. We look forward to the possibility of working with you.

Sincerely,

Josh Speidel
Automated Maintenance Systems, Inc.
PO Box 7768
Rapid City, SD 57709

MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2006, by and between Automated Maintenance Systems, Inc., P.O. Box 7768, Rapid City, SD 57709, and the City of Rapid City, a South Dakota municipal corporation, 300 Sixth Street, Rapid City, SD, 57701.

WHEREAS, Automated Maintenance Systems, Inc. hereby agrees to provide the City of Rapid City Water Reclamation complete and sanitary maintenance services as set forth herein; and

WHEREAS, the City of Rapid City hereby agrees to pay for said services the price as set forth herein. .

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

GENERAL SPECIFICATIONS

- 1) It is the intent of these specifications to provide complete and first class cleaning of all areas in the Rapid City Water Reclamation building. The term "clean" as used in these specifications shall mean free from soil.
- 2) All supplies and cleaning equipment, including work clothing and tools are to be kept in a neat, clean manner in assigned areas only. All cleaning personnel are to remain in their assigned areas during work periods keeping all spaces locked in which they are not working, unless otherwise instructed. All personnel are expected to work productively in a manner, which will maintain the security and best interest of Rapid City Water Reclamation.
- 3) Automated Maintenance Systems, Inc. will submit, if requested, the names and addresses of its employees engaged in the work of this contract, and if necessary will have employees fill out any questionnaire for security checks or other reason that Rapid City Water Reclamation deems necessary.
- 4) Automated Maintenance Systems, Inc. will be responsible to see that all employees do not disturb papers on a desk, open drawers or cabinets, or use telephones provided by Rapid City Water Reclamation. We will require the employees to comply with all instructions pertaining to the building regulations.
- 5) Automated Maintenance Systems, Inc. shall provide Material Safety Data Warning Sheets in all maintenance rooms on Rapid City Water Reclamation premises detailing each hazardous chemical used as required by OSHA. Rapid City Water Reclamation shall be responsible to see that Material Safety Data Sheets are posted for any chemicals that they may provide within the provision of this proposal; or that they may have on the premises that are accessible to any Automated Maintenance Systems, Inc. employee.
- 6) Automated Maintenance Systems, Inc. shall at all times during the term of this Agreement maintain Two Million Dollar (\$2,000,000.00) Public Property Damage Liability Insurance; Two Million Dollar (\$2,000,000.00) Bodily Injury Liability Insurance; One Hundred Thousand Dollar (\$100,000.00) Employee Dishonesty Insurance; and Workmen's Compensation Insurance as directed by law. Automated Maintenance Systems, Inc. shall furnish the City with a certificate of insurance acceptable to the City. Such certificate shall be attached to this Agreement along with a statement generally describing the coverage therein contained. Said insurances shall name the City of Rapid City as an additional insured. Automated maintenance shall pay all Social Security Benefits and State Unemployment Insurance Taxes.

7) Automated Maintenance Systems, Inc. expends substantial financial resources to develop, train, and maintain skilled management and other personnel. Therefore, Automated Maintenance Systems, Inc., has also entered into written agreements with its managers and supervisors prohibiting their solicitation of, or employment by current or former clients of Automated Maintenance Systems, Inc. These non-competition agreements operate during their employment and for a period of two years from the date of the termination of their employment by Automated Maintenance Systems, Inc.

SCOPE

9) Automated Maintenance Systems, Inc. shall provide all necessary cleaning chemicals and compounds, buffer, vacuums, carts, pails, buckets, dust mops, and cleaning rags to perform the cleaning as specified below. Rapid City Water Reclamation shall provide all restroom supplies (paper, soap, etc.), and trash can liners.

10) Automated Maintenance Systems, Inc. shall perform the services specified below with the exception of holidays observed by Rapid City Water Reclamation. The services will be performed on a schedule set by Automated Maintenance Systems, Inc. and approved by Rapid City Water Reclamation.

GENERAL CLEANING - THREE TIMES PER WEEK:

1. Empty wastebaskets and replace liners as needed.
2. Spot clean or damp wipe desk stops.
3. Spot clean doors and light switches.
4. Spot clean walls, partitions, and flat surfaces.
5. Clean sinks.
6. Damp wipe counter eating surfaces.
7. Spot clean the appliances.

GENERAL CLEANING – ONE TIME PER WEEK:

1. Dust tops of desks, if cleared, and counters.
2. Dust partitions, ledges, and windowsills.

PERIODIC GENERAL CLEANING – ONE TIME PER WEEK:

1. Clean handrails.

PERIODIC GENERAL CLEANING - ONE TIME PER MONTH:

1. High dusting.
2. Dust baseboards and door frames.

PERIODIC GENERAL CLEANING - FOUR TIMES PER YEAR:

1. Clean and vacuum furniture.

PERIODIC GENERAL CLEANING – TWO TIMES PER YEAR:

1. Dust Venetian blinds.

PERIODIC GENERAL CLEANING – ONE TIME PER YEAR:

1. Dust and clean vents and grills.

RESTROOM CLEANING - THREE TIMES PER WEEK:

1. Empty trash from waste containers/receptacles.
2. Re-fill dispensers (paper, soap, etc.)
3. Clean mirrors and bright work.
4. Clean and sanitize toilets and urinals.
5. Spot clean partitions and walls.
6. Sweep and damp mop floors.
7. Clean and sanitize sinks and fixtures.

RESTROOM CLEANING – ONE TIME PER WEEK:

1. Dust partitions and furnishings.

RESTROOM CLEANING – FOUR TIMES PER YEAR:

1. Dust vents and fans.

FLOOR MAINTENANCE - THREE TIMES PER WEEK:

1. Vacuum carpeting – General Offices, and Hallways.
2. Vacuum mats and runners.
3. Dust mop or sweep hard surface floors.

FLOOR MAINTENANCE - THREE TIMES PER WEEK (CONTINUED):

1. Dust mop or sweep stairs and landings.
2. Damp mop or spot mop floors.

FLOOR MAINTENANCE - ONE TIME PER WEEK:

1. Spot clean carpet.

FLOOR MAINTENANCE- TWO TIMES PER MONTH

1. Machine scrub all tile floors.

FLOOR MAINTENANCE- ONE TIME PER MONTH

1. Buff all tile floors.

WINDOW CLEANING - THREE TIMES PER WEEK:

1. Spot clean interior windows and glass partitions.
2. Spot clean entryway and lobby glass.

CLOSING INSTRUCTIONS - THREE TIMES PER WEEK:

1. Arrange furniture to original position.
2. Report any damage or unusual circumstances.
3. Secure exterior doors.
4. Turn off lights, except those designated to remain on.
5. Set alarm(s).

CLOSING INSTRUCTIONS – ONE TIME PER WEEK:

1. Clean janitor closet.

11) The price set forth herein is based on the labor and supervision necessary to maintain your building properly. In the event of any change in specifications and inflationary conditions the contract price may be decreased or increased accordingly from the date the change is effective.

12) Automated Maintenance Systems, Inc. shall perform the cleaning services as specified above for the sum of (\$714.40) SEVEN HUNDRED FOURTEEN DOLLARS AND FORTY CENTS per month, plus any applicable city and/or state sales tax.

13) Automated Maintenance Systems, Inc. will provide carpet shampooing and extraction upon request for the sum of (\$.10) TEN CENTS PER SQUARE FOOT, with a minimum of (\$50.00) FIFTY DOLLARS AND ZERO CENTS per time, plus any applicable city and/or state sales tax.

14) Automated Maintenance Systems, Inc. will scrub tile floors upon request for the sum of (\$.20) TWENTY CENTS PER SQUARE FOOT, with a minimum of (\$50.00) FIFTY DOLLARS AND ZERO CENTS per time, plus any applicable city and/or state sales tax.

15) Any Additional labor will be performed, upon request at the sum of (\$16.00) SIXTEEN DOLLARS AND ZERO CENTS per labor hour plus supplies and any applicable city and/or state sales tax.

16) This agreement shall be in effect for one year and will continue in effect from year to year thereafter, except that it may be modified from time to time as set forth below. It may be terminated at any time, in its

entirety, by either party giving notice, in writing, of their desire to do so at least thirty (30) days prior to the desired date of termination.

17) Automated Maintenance Systems, Inc. will bill Rapid City Water Reclamation at the beginning of each month and will be paid monthly for that month’s service. The statement is due and payable upon receipt. This Agreement is subject to a late payment charge of 1.5% per month, Annual Rate of 18%, on all amounts not paid within 30 days after the date of the invoice.

18) The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this Agreement. Automated Maintenance Systems, Inc. agrees the City may recover from the Automated Maintenance Systems, Inc. the City’s reasonable expenses, including attorney’s fees incurred with respect to such action.

19) In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

20) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement 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.

21) The parties agree that this writing constitutes the entire Agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

Dated this _____ day of _____, 2006.

Automated Maintenance Systems, Inc.

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed within instrument and acknowledged that they executed the same for the purposes therein contained and that they had the authority to do so in the name of Automated Maintenance Systems, Inc., as its _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

(SEAL)