



PCA ENGINEERING, INC.

ENGINEERS · PLANNERS · MATERIAL TESTERS · SURVEYORS

August 22, 2013

Mr. Mick Wolf
Electrical Services
City of Gillette
611 Exchange
Gillette, WY 82716

Gentlemen:

PCA Engineering, Inc. proposes to render professional engineering and surveying services in connection with Donkey Creek Substation Site Design (herewith called the "Project"). You are to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.

Our services will consist of Design surveys, engineering design, and construction surveys. All as set forth in the attached short form agreement. We will also furnish such additional services as you may request.

PCA will provide you the above listed services on a fixed fee basis for a total amount of \$17,800.

Additional Services will be charged an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

We will bill you monthly for a percentage of the Fixed Fee based off of services and expenses rendered each month. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project through construction.

We would expect to start our services after receipt of your acceptance of this proposal. The Geotechnical investigation is expected to take three weeks to complete, with the design surveying and engineering design expected to take up to three weeks. The construction staking would be completed upon request once a construction contract has been secured.

QUALITY

INTEGRITY

EXCELLENCE

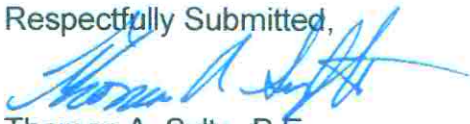
If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for Total Project Costs or Construction Cost. We must accept any such limitations as being realistic and will then endeavor to work within those limitations. If you request, we will submit to you periodically during the construction management of our services our opinions as to the probability of completing construction within your budget and, where appropriate, request an adjustment in the budget or a revision in the extent or quality of the Project. We do not guarantee that our opinions will not differ materially from negotiated prices or bids.

Services are to be rendered in the customary phases which, together with the general understandings applicable to our relationship with you, are set forth in the attached Short Form Agreement

This proposal and the Short Form Agreement represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance unless changed by us in writing.

Respectfully Submitted,



Thomas A. Sylte, P.E.
President

Accepted this _____ day of

_____, 20_____

CITY OF GILLETTE

By _____ ATTEST: _____
City Representative

SHORT FORM AGREEMENT

CLIENT: City of Gillette, Electrical Engineering PROJECT TITLE: Donkey Creek Substation Site Design

PROJECT LOCATION: Campbell County

PROJECT DESCRIPTION / SCOPE OF SERVICES

- | | |
|----------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Engineering Analysis Design |
| <input type="checkbox"/> Improvement Survey | <input type="checkbox"/> Construction Management |
| <input type="checkbox"/> Foundation Survey Certificate | <input type="checkbox"/> Construction Observation |
| <input checked="" type="checkbox"/> Construction Staking | <input type="checkbox"/> Materials Testing |
| <input type="checkbox"/> Subdivision | <input checked="" type="checkbox"/> Site Plan and / or Development Plan |
| <input type="checkbox"/> Laboratory Testing | <input checked="" type="checkbox"/> Soils Investigation |
| <input type="checkbox"/> Other / Description: _____ | |

FEES:

- ☒ Lump Sum Fixed Fee: \$ 17,800
- ☐ Time and Expenses.
- ☐ Maximum Fee of: \$ _____

All services to be provided in accordance with the "Terms and Conditions of Agreement" as detailed on the back of this agreement.

EXECUTION:

- ☐ Confirmation of Verbal Agreement made _____.
- ☒ Formal Acceptance (work will commence after acceptance)
- ☒ Project Number

CLIENT:

Signature

Name

Title

Date

PCA ENGINEERING, INC.

Thomas A. Sylte
Signature

Thomas A. Sylte
Name

President
Title

8/23/13
Date

TERMS AND CONDITIONS OF AGREEMENT

TERMS OF PAYMENT

In the absence of specific arrangements to the contrary, PCA Engineering, Inc. (PCA) will invoice the Client on a monthly basis. Such invoices are due and payable upon receipt. Any invoice not paid within 30 days of invoice date will be subject to a late fee of two percent (2%) per month from date of invoice until paid. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing or upon Client's successful completion of the project. In addition, if payment is not received after thirty (30) days from date of invoice, or in the event of anticipating breach by Client, PCA may institute proceedings to file a lien upon the real estate which is subject of the project, pursuant to Wyoming Statutes, or may pursue other legal remedies available pursuant to law. In the event of default of payment by Client, and in the event PCA incurs expenses in the collection of the account from Client, Client shall reimburse PCA for those expenses including reasonable attorney's fees.

ACCESS

Client shall arrange for access to enter upon public and private property as required by PCA in order to provide the scope of services.

SAFETY

PCA shall not be held responsible for general safety of the Project site or for the work of other contractors or third parties.

OVERTIME

~~Overtime hours will be computed at 1.50 times the applicable rates. Overtime is defined as any hours over eight (8) per normal workday, or on weekends or holidays, or hours before 8:00 a.m. and after 5:00 p.m., which could not be performed at another time due to circumstances beyond the control of PCA.~~

MISCELLANEOUS

If the Client is a partnership or corporation, the individual or individuals executing this agreement on behalf of the Client, warrant that they are duly authorized agents of the Client and are empowered to so act.

If this is a Confirmation of Verbal Agreement and is not received back by PCA within five (5) working days, then it shall be considered a duly executed and confirmed contract.

This agreement is to be governed by the laws of the State of Wyoming.

Any and all liability, claim for damages, cost of defense or expense to be levied against PCA will be limited to a sum not to exceed the total amount of PCA's fee on account of injury or damage to persons or property, design defect, error, omission or professional negligence.

In the event the Client makes a claim against PCA, at law or otherwise for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees incurred by PCA in defending itself against the claim.

Client shall pay all late fees, interest charges and collection costs.