

Consulting Services Agreement

Vantage Point Solutions, Inc.

City of Gillete, WY, as well as any parent, brother/sister organization, or wholly owned subsidiary (hereafter collectively referred to as "Owner") and Vantage Point Solutions, Inc. (hereafter referred to as "Consultant" or "Engineer") enter into this Agreement for consulting services dated, Dec 4th, 2014. In consideration of the mutual undertakings herein contained, Owner and Consultant hereto agree as follows:

Section 1. Service Offerings

1.1 Services. The Consultant can provide a variety of services. Each service performed by the Consultant for the Owner and at their request is referred to herein as the Project. Each Project will be identified by Consultant using a unique identifier or work code. Work may be performed as described in the Attachments or mutually approved proposal. When agreed to by the Consultant and Owner, work can be performed on a time and expenses basis using the Consultant's current hourly rate, a flat fee amount or other method mutually agreed to in advance of the project.

1.2 Attachments. The following listed attachments, when checked in appropriate boxes, are attached to and made a part of this Agreement, by this reference:

N/A

Section 2. Agreement Terms

2.1 Term of Agreement. This Agreement shall commence on the date indicated above and shall remain in force until terminated by either party as provided for herein.

2.2 Termination. Either party to this agreement may, at any time, terminate this Agreement by giving thirty (30) days written prior notice to the other party. From and after the effective date specified in such notice this Agreement shall be terminated, except that the Consultant shall be entitled to receive compensation for services performed hereunder, computed and payable. In the event of termination, Consultant will be entitled to invoice Owner for services performed and reimbursable expenses incurred prior to date of termination. Said costs and expenses will be payable within thirty (30) days after submission of the final invoice by consultant.

Section 3. General Provision

3.1 Project Documents. All documents developed by the Consultant are instruments of service and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant). Documents, drawings and maps developed specifically for the Owner will be the property of the Owner and will be delivered upon request in the specific base formats in which they were developed for the Owner.

3.2 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability for any Project, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Contractors, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, shall not exceed the total compensation received by Consultant for the project.

In no event will consultant be liable (whether in contract, tort, including negligence or otherwise) for any indirect, incidental, special, punitive or consequential damages, including lost revenues or profits or other forms of economic loss, of any nature whatsoever for any breach of this agreement or otherwise. The limitations in this paragraph survive any termination of this Agreement.

Section 4. Payment Terms

4.1 Compensation. For the purposes of this Agreement, compensation for each type of work covered by the attachments and thereby made a part of this Agreement shall be as outlined in said attachments or mutually approved proposal. When compensation is "time and expense", the Consultant's current hourly rates shall apply.

4.1.1 Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested by Owner may be withheld from payment, and the undisputed portion will be paid. The Owner must dispute any invoice or other payment request in writing within 30 days from receipt of the invoice or other payment request. If the invoice or other payment request is not disputed in writing by the Owner within 30 days the invoice or other payment request will be considered undisputed due and owing.

4.1.2 Interest Rate. Interest at the rate of one percent (1%) per month shall be paid by the Owner to the Consultant on any unpaid undisputed balance due the Consultant, commencing thirty (30) days after the date of the Consultant's invoice.

4.2 Reimbursable Expenses and Taxes. The Owner shall pay Consultant for Reimbursable Expenses incurred by Consultant and Consultant's contractors such as travel, copies, living expenses, etc.

Any taxes or levies (excluding Federal, State, and local income taxes) which may be assessed against the Consultant for services performed or payments for services performed by the Consultant per this Agreement shall be in addition to the compensation set forth in the attachments to this Agreement. Such taxes or levies when paid by the Consultant shall be stated separately on all invoices and paid by the Owner.

4.3. Owner-Related Legal Expenses. In the event Consultant is required to provide any type of information, either by way of subpoena, deposition or as a witness, in any legal proceeding involving Owner, the Owner agrees to reimburse Consultant for any and all costs associated with the providing of such information. Such costs may include, but are not limited to, labor, out-of-pocket expenses, and legal costs incurred by Consultant and associated with the providing of such information.

Section 5. Mediation/Arbitration.

5.1 Initial Dispute Resolution. Should a dispute arise out of or relating to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. The location of the mediation shall be Mitchell, South Dakota, and, once a party files a request for mediation with the other, the parties agree to conclude the same within sixty (60) days of the filing of the request unless the parties stipulate to a written extension of time.

5.2. Agreement to Arbitrate. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, a party may demand that any such dispute be resolved by arbitration in accordance with the rules of the American Arbitration Association then in effect. There shall be a single arbitrator appointed in accordance with the Construction Industry

Arbitration Rules of the American Arbitration Association, and any award by the arbitrator shall be a final judgment which may be confirmed in any court having jurisdiction. The place of arbitration shall be at the location closest to Mitchell, South Dakota.

5.3. Cost of Dispute Resolution. In any dispute arising out of or relating to this Agreement or its breach that it is resolved by arbitration, each party shall be responsible for its own attorney's fees as well as external costs and expenses incurred in such arbitration.

Section 6. Miscellaneous

6.1 Performance Standards of Owner and Contractors.

(a) Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement or any Attachment hereto. Consultant may use such requirements, reports, data and information in performing or furnishing services under this Agreement.

(b) Consultant shall not supervise, direct, or have control over Contractor's work on an Owner's project, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Further, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

(c) Consultant shall not be responsible for acts or omissions of any Contractor(s), Subcontractor, supplier, or of any of the Contractor's agents or employees or any other person (except Consultant's own employees) at the site or otherwise furnishing and performing any of the Contractor's work; or for any decision made on interpretations or clarification of documents given by Owner without consultation and advice of Consultant.

6.2 Force Majeure. The Consultant shall not be held responsible for Project delays which are a result of Owner delays, Contractor delays or acts of God.

6.3 Insurance. Consultant shall procure and maintain general liability insurance at all times during the course of this Agreement. Owner shall procure and maintain insurance and cause Consultant and any of its employees, agents or independent contractors hired by Consultant, to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

6.4 Employees of Other Parties. It is agreed that during the term of this Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, for itself or any third party, solicit, recruit or hire any employees of the other party without written approval of the other party. In the event a party would hire an employee of the other without such written approval, the party hiring said employee shall pay fifty percent (50%) of said employee's first year's salary to the other party as liquidated damages for the breach of this provision.

6.5 Controlling Law. This Agreement is to be governed by the laws of the State of South Dakota, subject to the mediation/arbitration provisions set forth in Section 5 above.

6.8 Whole Agreement. This written Agreement contains the entire understanding of the parties and supersedes all previous oral and written communications, agreements and understandings between the parties with respect to the subject matter herein. No change, modification or amendment of this Agreement shall be binding unless made in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

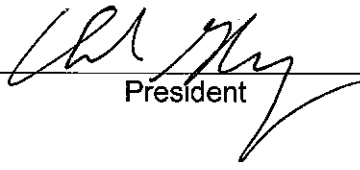
Owner

Address

By: _____
Title: _____ Date _____

Vantage Point Solutions, Inc.
Consultant

2211 North Minnesota Street
Mitchell, SD 57301
Address

By:  _____
President Date Dec 4, 14

Gillette Broadband Study
Project No. 14EE10

Vantage Point Solutions
Proposal

October 29, 2014



Project Pricing

The following is a summary of the proposed pricing for the Gillette Broadband Study.

Description	Flat Fee
1. Broadband Study	\$ 60,000

Note: On site meetings (if required) are not included in the proposed price. On site meeting would be performed on a time and expense basis.

Our commitment and dedication to your project will ensure that the timeline is managed effectively and ensure that the quality meets or exceeds the City's expectations. At VPS, we believe that a client and engineering/consulting firm relationship should be a long term partnership. The more familiar we become with your needs, concerns, growth, and goals, the more effectively we can serve you. With this relationship in place, the City and VPS will have a solid platform from which your goals and objectives can be accomplished.

Upon acceptance of this proposal, VPS and the City will arrange a mutually acceptable date for a project kickoff call to discuss the project.

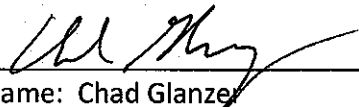
Agreed and Accepted:

City of Gillette

Vantage Point Solutions, Inc.

2211 N. Minnesota Street
Mitchell, SD 57301-1056

Name: Date
Title:

 12-4-14

Name: Chad Glanzer Date
Title: President



December 4, 2014

Ry Muzzarelli
City of Gillette
611 North Exchange Ave
Gillette, WY 82717

RE: Consulting Services Agreement

Dear Ry:

We are excited to be working with you and your staff on your upcoming project. I am forwarding to you our standard service agreement. This Agreement covers the standard terms and conditions for execution of engineering projects and the applicable compensation for our entire suite of services. The Vantage Point Solutions Consulting Services Agreement does not authorize us to begin any project without your approval.

If the Consulting Services Agreement is acceptable to you, please sign the attached document and scan a copy back to the attention of June Thompson at june.thompson@vantagepnt.com. We look forward to working with you on your future endeavors. We think that you will find that Vantage Point Solutions is a new breed of engineering company. Our focus is on you, the customer.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

Chad K. Glanzer
President
Vantage Point Solutions

Enclosure: Vantage Point Solutions Consulting Service Agreement