

**Agreement Between City of Rapid City and Dakota Pump, Inc.
for Professional Services and Equipment Installation for Sewer Lift Station
Monitoring and Control System, Project No. SS11-1950 / CIP No. 50877**

AGREEMENT made August 21, 2012, between the City of Rapid City, SD (City) and Dakota Pump, Inc., (Contractor), located at 25524 413th Avenue, Mitchell, SD 57301. City intends to obtain services for Sewer Lift Station Monitoring and Control, Project No. SS11-1950, CIP No. 50877. The scope of services is as described in Exhibits A and B.

The City and the Contractor agree as follows:

The Contractor shall provide professional services and equipment installation for the City in all phases of the Project as defined in Exhibits A and B

Section 1—Basic Services of Contractor

1.1 General

1.1.1 The Contractor shall perform professional and installation services described in this agreement., Contractor intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Contractor for the City are rendered on the basis of experience and qualifications and represent Contractor's professional judgment.

1.1.2 All documents including Drawings and Specifications provided or furnished by Contractor pursuant to this Agreement are instruments of service in respect of the Project and Contractor shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Contractor from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.2 Scope of Work

The Contractor shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.



- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a survey of the Project to the extent deemed necessary to provide adequate site information.

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Contractor.

Section 3—Notice to Proceed

The City will issue a written notification to the Contractor to proceed with the work. The Contractor shall not start work prior to receipt of the written notice. The Contractor shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Contractor shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Contractor each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Contractor.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Contractor shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Contractor's errors or omissions in the plans,



when requested to do so by the City, without extra compensation therefore.

- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Contractor shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Contractor. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.8 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.9 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Contractor will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.10 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Contractor and (b) by the Contractor for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Contractor will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Contractor to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Contractor shall be liable to the City for any additional cost to the extent directly resulting from Contractor's action.

- 4.1.11 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Contractor involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times,



with proper notice. Contractor's documentation will be in a format consistent with general accounting procedures.

- 4.1.12 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.
- 4.1.13 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Contractor. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.14 The City will give prompt written notice to the Contractor if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.15 Unless otherwise provided in this Agreement, the Contractor and the Contractor's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.16 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Contractor's services, Contractor may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.17 Contractor hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales, use or excise tax for



transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Contractor

5.1 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$131,761.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Contractor shall complete the project as agreed upon here without any additional compensation.

5.2 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Contractor based on work completed during the month and approved by the City.

Net payment to the Contractor shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Contractor shall complete services on or before February 27, 2013 based on a Notice to Proceed date of August 27, 2012.



Section 7—Insurance Requirements

7.1 Insurance Required

The Contractor shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Contractor will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Contractor, its consultants or subcontractors interests, and assumes no liability therefore. The Contractor will hold the City harmless from any liability, including additional premium due, because of the Contractor's failure to maintain the coverage limits required.

7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.



- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

Section 8—Hold Harmless

The Contractor hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Contractor and/or its employees/agents arising out of the services described in the Agreement.

Section 9—Independent Business

The parties agree that the Contractor operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Contractor is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10—Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 11—Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 12—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or



damage shall accrue to the benefit of the Contractor, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

Section 13-Responsibility of Contractor

General Responsibility: The Contractor shall furnish all transportation, ways, works, machinery, and plant, and all suitable appliances required for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall be fully responsible for the materials and equipment used for the work and for safeguarding the work against damage or destruction until its final acceptance by the City. The Contractor agrees to make no claims for damage to the work prior to final acceptance and will make no claims for damage to the materials except through negligence or willful act of the City.

Before the completion and acceptance of this Contract shall be made good by him, he shall be solely answerable for all damage to the City or the property of the City; to other contractors, or other employees of the City; to the neighboring premises or to any private or personal property due to improper, illegal, or negligent conduct of himself or his subcontractors; employees or agents in and about said work or in the execution of the work covered by this Contract or any extra work undertaken herein provided; or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant. He shall indemnify and save harmless the City and its officers and agents from all claims relating to labor, materials, and methods used in executing the work.

Section 14-Patents

It is further agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that might be instituted at any time against the City for infringement or alleged infringement of any patent or patents involved in the work; and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the City will not be made while any such suits or claims remain unsettled.



Section 15-Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it and this shall include acts or omission of subcontractor.

The Contractor shall, and is hereby authorized to, maintain any part for such insurance, issued in the name of the City, as will protect the City from his contingent liability under this Contract, and the City's right to enforce against the Contractor any provision of this Section shall be contingent upon the full compliance by the City with the terms of applicable insurance policy or policies, a copy of which shall be deposited with the City.

Section 16-Performance Bond

The surety bond executed by the Contractor, issued to the City, shall be a guarantee:

- A. For the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications, and detailed plans;
- B. For the payment to the City of all sums due or which may become due by the terms of the contract; as well as by reason of any violation thereof by the Contractor;
- C. For the payment of all bills, including the hire, rental or lease of equipment or machinery, and the operators thereof, used on the work, and for all materials, lubricants, oils and gasoline used in or consumed in the construction of such work and for all labor performed in such work whether by sub-contract or otherwise;
- D. The payment of any and all judgments and costs of suits and actions brought against the City or officials thereof, for any cause whatsoever, arising from or on account of any injuries or damages to life or property suffered or sustained by any person, firm or corporation, caused by the Contractor, his or its agents, servants or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or any act or omission of the said Contractor his agents, servants, employees;
- E. And for the protection of the City against all suits and claims for infringements or alleged infringements of patent rights processes.

This section shall in no way be construed as limiting the obligation under the Performance Bond actually furnished, but may be an addition thereto.

The City agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not more than ten (10) days before notifying his bondsmen of such failure to comply with the terms of said bond.



Section 17-Laws and Ordinances

The Contractor shall keep himself fully informed of all existing and current regulations of the City, County, State, and Nation, which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with, all ordinances, laws, rules and regulations and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, he shall bear all costs arising therefrom. Such performance shall constitute a waiver of any and all claims associated with the work.

Section 18-Permits and Licenses

Unless otherwise specified, permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified.

Section 19-Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and proper working order or shall be placed in such condition and order at the expense of the Contractor, unless otherwise specified. All tests of completed work required under this contract shall be made under the direction of the City by and at the expense of the Contractor, who shall repair at his own expense all damage resulting therefrom.

Section 20-Project Acceptance and Warranty Period

Final acceptance of the project by the City will be documented by the issuance of an acceptance letter, which is issued according to the following criteria:

- 1) Construction has been substantially completed and the facilities can be put to their intended use.
- 2) All testing has been completed, and the required results have been met.

The date of the acceptance letter documents the start of the two-year warranty period, during which the Contractor shall be notified in writing of any defects in the project and shall submit to the Public Works Dept. a construction schedule to correct the defects at their expense within ten (10) days of receipt of the notice. Failure to correct or undertake, with due diligence, to correct the deficiencies within the specified time may cause the City to make the necessary repairs and bill the Contractor one and one-half (1 1/2) times the costs incurred; providing, however, that in case of an emergency, where, in the judgment of the City, delay would cause serious loss or damage, repairs



may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

The City reserves the right to extend the warranty period if excessive problems are apparent during the initial two-year period.

During a period of two years after the completion of the work covered by this contract and the final acceptance in writing thereof by the City, the Contractor shall make all needed repairs arising out of defective workmanship or materials furnished by the Contractor; or both, which in the judgment of the City shall become necessary during said period. The City is hereby authorized to make such repairs at the Contractor's expense, if within ten days after the receipt of a written notice to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs; providing, however, that in case of an emergency, where in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

Section 21-Waiver of Rights

Neither the inspection by the City or any of their employees, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the equipment, material, or work by the City, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

MAYOR

DATE: _____

ATTEST:

FINANCE OFFICER

Contractor:



DAKOTA PUMP, INC.

DATE: 07/27/2012

Reviewed By:



Dan Coon, PROJECT MANAGER

DATE: Aug 1, 2012

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

NAME: Dan Coon
PHONE: (605) 394-4154
EMAIL: dan.coon@rcgov.org

CONTRACTOR'S DESIGNATED
PROJECT REPRESENTATIVE

NAME: Quinten Shultz
PHONE: (605) 996-6636
EMAIL: controls@dakotapump.com



PERFORMANCE BOND**BD717946**

KNOW ALL MEN BY THESE PRESENTS, that we, Dakota Pump, Inc. as Principal, and Nationwide Mutual Insurance Company, SURETY COMPANY with General Offices in Columbus, a Corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of South Dakota as Surety, are held and firmly bound unto the CITY OF RAPID CITY, SOUTH DAKOTA, in the penal sum of One hundred thirty-one thousand, seven hundred sixty one dollars (\$131,761.00), lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this 25th day of July, 2012.

WHEREAS, said Principal has entered into a written contract with the Obligor dated July 25th, 2012 for

**SEWER LIFT STATION MONITORING AND CONTROL
PROJECT NO. SS11-1950 / CIP NO. 50877**

and shall be in accordance with the detailed plans and specifications on file in the offices of the City Finance Officer of said City, a copy of which contract is attached hereto and made a part hereof.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said contract and each and every covenant, condition, and part thereof and shall carry out all obligations resting upon said Principal by the terms of said contract, specifications, and detailed plans; and if the said Principal shall pay to said City all sums due or which may become due by the terms of said contract, as well as by reason of any violations thereof by said Principal; and if said Principal shall promptly pay, or cause to be paid, all labor bills, including the hire, rental, or lease of equipment or machinery and the operators thereof used on the work and all bills for materials, lubricants, oils, and gasoline used in or consumed in the construction of such work and for all labor performed in such work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City from all loss, damages, and expense to life or property suffered or sustained by any person, firm, or corporation, caused by said Principal or its agents, servants, or employees in the construction of said work; or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of the said Principal or his agents, servants, or employees; and if the said Principal shall protect and save harmless said City from all suits and claims of infringement or alleged infringement of patent rights or processes; and if, for and during a period of two (2) years from and immediately following the completion of said Contract and the acceptance thereof by said City, the said Principal shall pay, or cause to be paid, to said City all damage, loss, and expense which may occur to the said City by reason of defective materials used or by reason of defective workmanship done in the furnishing of materials for and the construction of the said work and compliance with S.D.C.L. 5-21-3 and S.D.C.L. 10-46-5, if applicable; and if said Principal shall

save and hold harmless said City from all damages, loss, and expense occasioned by any failure whatsoever of the said Principal, then this obligation shall be null and void; otherwise to be and remain in full force and effect in law.

If the Principal shall fail or neglect to pay any person, firm, or corporation for labor bills, including the hire, rental, or lease of equipment or machinery, and the operators thereof, used on the work or materials employed or used by said Principal in carrying forward, performing, and completing said Contract within thirty (30) days after the same becomes due and payable, such persons, firms, or corporations entitled to such pay may sue and recover on this bond from said sureties or either of them the amount so due and unpaid them.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition by the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, the day and year first above written.

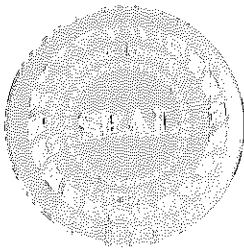
Dakota Pump, Inc

BY: 

William Sebert, President

Nationwide Mutual Insurance Co

SURETY COMPANY



BY: 

Shawn Denise Miles ATTORNEY-IN-FACT

(Accompany this Bond with Attorney-in-fact's authority from the company.)

This Bond and surety approved this 25th day of July, 2012.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
 Farmland Mutual Insurance Company, an Iowa corporation
 Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
 Allied Property and Casualty Insurance Company, an Iowa corporation
 Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

APRIL D. JOHNSON
 BRADLEY G. ZOMER

SHAWN DENISE MILES

JANE L. BAIER

MITCHELL SD

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS**\$ 1,000,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments: Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the
 11th day of August, 2009.



Gary A. Douglas
 Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company, and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

**ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
 Notary Public
 My Commission Expires
 March 24, 2011

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 25th day

of July, 2012.

Kathy R. Richards
 Assistant Secretary

This Power of Attorney Expires 08/08/13



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc-SF 5120 S. Solberg Ave Sioux Falls, SD 57109		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Acuity INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Dakota Pump Inc PO Box 947 Mitchell, SD 57301		NAIC #	

COVERAGES
CERTIFICATE NUMBER: 27391747

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			60385408	08/01/11	08/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60385408	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60385408	08/01/11	08/01/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X34858	02/03/12	08/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Rapid City is an additional insured on the General Liability when required by written contract.

CERTIFICATE HOLDER
CANCELLATION

City of Rapid City 300 Sixth Street Rapid City, SD 57701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DAKOTA PUMP INC.

The Total Solution

255424 413th Ave. - Mitchell, SD 57301 - (O) 605.996.6636 - (F) 605.996.6067
www.dakotapump.com sales@dakotapump.com

Exhibit A

PROJECT NAME: Sewer Lift Station Monitoring and Control

Project No. SS11-1950/CIP No. 50877

PROJECT LOCATION: Rapid City, SD

Date: August 21, 2012

Dakota Pump Inc. agrees install and place into service, a complete SCADA monitoring and control system for the above referenced project.

DPI's core responsibilities shall include:

Equipment Supply

DPI agrees to supply all equipment required as agreed upon in Exhibit B of the attached documents.

All equipment shall be purchased and paid for directly by DPI and shall carry warranty as specified in the contract documents, regardless of the specific manufacturer's warranty offering.

Installation services

Some equipment shall be installed by DPI personnel directly while others shall be installed by third party sub contracted services.

DPI accepts full responsibility for workmanship and onsite work, of both our personnel and that of the subcontractor.

Specific Items to be installed are noted in Exhibit B and have been previously agreed upon with the owner.

Engineering Services

DPI shall supply all engineering and support services to accomplish the above tasks. These services shall include:

- Programming of both existing and supplied items within the scope of Exhibit B
- Documentation of any changes or additions to the owner's facilities
- Radio Path Propagation analysis
- Additional services required to accomplish the scope of Exhibit B as needed.



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Exhibit B

Project Name Sewer Lift Station Monitoring and Control

Project No. SS11-1950/CIP No. 50877

Project Location Rapid City, SD

Date: August 21, 2012

Site	Action	Note	Site Cost
Country Road	Supply / Install AB SLC 5/05 Processor	Adds Ethernet, Retain All Existing Wiring	\$13,452.00
	Supply / Install AC Input module	1746-IA16	
	Conect Miltronics Chemical Tank Level	Adds chemical level monitoring	
	Supply / Install Door Limit Switch		
	Supply / Install Low Temp T-Stat		
	Supply / Install Radio / Antenna		
	Supply/ Install SymCom Phase monitor		
	Sub Contract Electrical work		
	HMI Programming as Needed	Existing Panelview 600 Can be Retained	
Red Rocks	Remove Koyo PLC		\$12,185.00
	Supply / Install AB MicroLogix 1400 PLC		
	Migrate Programming as needed		
	Supply / Install Door Limit Switch		
	Supply / Install Low Temp T-Stat		
	Supply / Install Radio /Antenna		
	Supply / Install HMI and Programming	New Sq D Magellis 6" HMI	
	Supply / Install New LWW Float		
	Supply / Intsall relay	Adds Control Power Fail Alarm	
Red Rock Meadows	Sub Contract Electrical work		\$12,726.00
	Supply / Install Rain Gauge		
	Remove AB Micrologix 1200 PLC		
	Supply / Install AB MicroLogix 1400 PLC		
	Migrate Programming as needed		
	HMI Programming as needed		
	Supply / Install MJK Shuttle	Ultrasonic Transducer for Chemical Stock	
Villagio	Install Radio / Modem /Antenna		\$12,995.00
	Sub Contract Electrical work		
	Supply / Install AB SLC 5/05 Processor		
	Migrate Programming as needed		
	Supply / Install Door Limit Switch		
	Supply / Install Low Temp T-Stat		
	Supply / Install Radio / Antenna		
	HMI Programming as needed	Existing Panelview 600 can be retained	
	Sub Contract Electrical work		

Plum Creek	Provide / Install New RTU Panel		\$11,785.00
	Supply / Install HMI and Programming	New Sq D Magellis 6" HMI	
	Supply / Install Door Limit Switch		
	Supply / Install Low Temp T-Stat		
	Supply / Install Radio / Antenna		
	Remove all US Filter Equipment	Turn over to City	
	Terminate Wires as Needed		
	Sub Contract Electrical work		
Elks Club	Supply / Install AB SLC 5/05 Processor		\$11,000.00
	Supply / Install Cellular Modem		
	Migrate Programming as needed		
	Supply / Install HMI and Programming	New Sq D Magellis 6" HMI	
	Supply Install Cabinet Limit Switch	Intrusion Alarm	
	Sub Contract Electrical work		
Maintenance Shop	Provide SCADA Master RTU Panel	Master Radio, Ethernet Switch, Etc.	\$34,875.00
	Provide SCADA Master PC		
	Install VT SCADA Software		
	Install RS Logix 500 Software		
	Create and commission all HMI Screens		
	Provide / Install 45' Tower		
	Sub Contract Electrical work		
Hwy 16 Water Tower Repeater	Supply / Install Radio / Antenna		\$10,200.00
	Supply/Install radio enclosure		
	Subcontract Electrical Work		
Elk Vale GSR Repeater	Supply / Install Radio / Antenna		\$5,643.00
	Supply/Install radio enclosure		
	Subcontract Electrical Work		
Engineering Services. Bonding			\$5,000.00
			\$1,900.00
		Contract Total	\$131,761.00
All taxes included.			
Performance an Payment bond included			

Monitor / Control Point	Country Road	Red Rocks	Red Rock Meadows	Villaggio	Plum Creek	Elks Club	SCADA Master	Type: Disc (D) Anlg (A)		
Pump 1 HOA	X	X	X	X	X	X	S, DL	D		
Pump 2 HOA	X	X	X	X	X	X	S, DL	D	AL	ALARM
Pump 1 Running	X	X	X	X	X	X	S, DL, AL	D	S	STATUS
Pump 2 Running	X	X	X	X	X	X	S, DL, AL	D	SP	SET POINT
Pump 1 Seal Failure	X	X	X	X	X	X	S, DL, AL	D	DL	DATA LOG
Pump 2 Seal Failure	X	X	X	X	X	X	S, DL, AL	D		New Item
Pump 1 Over Temp	X	X		X	X		S, DL, AL	D		
Pump 2 Over Temp	X	X		X	X		S, DL, AL	D		
Pump 1 Starter Fault	X	X	X	X	X	X		D		Logic Driven
Pump 2 Starter Fault	X	X	X	X	X	X		D		Logic Driven
Dual Transducer	X		X					A		
Live WW Level	X	X	X	X	X	X	S, DL			
High WW Level (Xducer)	X	X	X	X	X	X	S, SP, DL, AL			
Low WW Level (Xducer)	X	X	X	X	X	X	S, SP, DL, AL			
Transducer Select	X		X				S, SP, DL			
High WW Float	X	X	X	X	X	X	S, DL, AL	D		
Low WW Float	X	X	X	X	X	X	S, DL, AL	D		
Valve / Dry Pit Flood	X	X						D		
Entry Limit Switch	X	X	X	X	X		S, DL, AL	D		
Cabinet Entry Switch						X	S, DL, AL	D		
Low Ambient Temp	X	X	X	X	X		S, DL, AL	D		
Control Power Fail	X	X	X	X	X	X	S, DL, AL	D		
Phase Failure	X	X	X	X	X	X	S, DL, AL	D		
Com Failure	X	X	X	X	X	X	S, DL, AL			
Chemical Tank Level	X		X				S, SP, DL, AL	A		
Lead Pump Start / Stop	X	X	X	X	X	X	S, SP, DL	D		
Lag Pump Start / Stop	X	X	X	X	X	X	S, SP, DL	D		
Alternation 1-2 / 2-1 / Auto	X	X	X	X	X	X	S, SP, DL			
Pump 1/2 Disable	X	X	X	X	X	X	S, SP, DL			
Pump 1/2 Run Time	X	X	X	X	X	X	S, DL			
Rain Gauge	X									