

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
October 19, 2026, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. MAYOR'S PROCLAMATION- Parker Stoltenberg Day
4. APPROVE MINUTES from Regular Meeting on October 5, 2026.
5. APPROVE THE CLAIMS.
6. RILEY TIFD 2, PHASE 1 PAYMENTS.
7. APPROVE QUOTE FOR GAS VALVE REPLACEMENT ON CITY HALL FURNACE.
8. APPROVE LIFTING OPEN CONTAINER ORDINANCE BETWEEN BULLWACKERS & HALE HALL, NOVEMBER 7, 2026, FROM 10:00 AM TILL 10:00 PM, TINNELL FUNDRAISER.
9. SELECT FIRM TO CONDUCT FLOOD RISK ASSESSMENT, MITIGATION, & RESILIENCE STUDY
10. SELECT COMPANY FOR CONSTRUCTION MATERIAL TESTING FOR TREATMENT PLANT PROJECT.
11. REVIEW PROPOSED ORDINANCE 2026-06.
12. DEPARTMENT REPORTS.
 - Police Department Library Board Street Department
 - Water Department Finance Commission Liquor Commission
 - Sewer Department Parks Department Economic Development
 - ADA Commission Railroad Authority NH Waste Management
 - Emergency Management Historic Dist. Commiss.
13. PUBLIC COMMENTS
14. NEXT REGULAR COUNCIL MEETING – Monday, November 2, 2026, at 5:30pm
15. ADJOURN

City of Whitewood Proclamation

Declaring October 19, 2026, as Parker Stoltenberg Day
Honoring Whitewood's Very Own Superhero

WHEREAS, every community has its heroes, individuals who inspire others through their courage, strength, kindness, and determination; and

WHEREAS, superheroes are not solely defined by their ability to fly, leap tall buildings, or possess extraordinary powers, but also by the courage they demonstrate, the challenges they overcome, and the positive impact they have on those around them; and

WHEREAS, Parker Stoltenberg has demonstrated that some of the greatest superpowers are found in the heart, in the strength to face challenges, and in the ability to inspire others; and

WHEREAS, Parker Stoltenberg exemplifies these qualities through his strength of character, courage, determination, and ability to encourage and inspire those around him; and

WHEREAS, Gotham City has Batman, the City of Whitewood is proud to recognize a superhero of its own, PARKER STOLTENBERG; and

WHEREAS, Parker Stoltenberg reminds us that courage, hope, kindness, and strength are powerful forces that can make a meaningful difference in our community, and that true heroes inspire others and bring light into the lives of those around them;

NOW, THEREFORE, I, Sara J. Fitzgerald, Mayor of the City of Whitewood, South Dakota, do hereby proclaim October 19, 2026, as **PARKER STOLTENBERG DAY** in the City of Whitewood, South Dakota.

BE IT FURTHER PROCLAIMED, that Parker Stoltenberg is hereby bestowed the honorary title of Whitewood's Superhero in recognition of his courage, strength, and the inspiration he brings to the Whitewood community.
And should the City of Whitewood ever find itself in need of a little extra courage, hope, or inspiration, we shall remember that we have a superhero of our own.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Whitewood, South Dakota, to be affixed this 19th day of October 2026.

Sara J. Fitzgerald, Mayor
City of Whitewood, South Dakota

REGULAR WHITEWOOD COUNCIL MEETING**October 5, 2026**

The Whitewood City Council met in regular session on Monday the 5th of October 2026 at Whitewood City Hall. Mayor Sara Fitzgerald called the meeting to order at 5:30 pm, with Council members Jerry Davidson, Ken Noren, Shelbi Bulat, Darrell Smith, Jeremy Noren, and Roxie Cooper present. City Attorney Fitzgerald, Police Chief Bach, Public Works Werlinger, and Assistant Finance Officer Bestgen were also present.

Action 2026-173

Motion by J. Noren, seconded by Davidson, to approve the minutes from the regular meeting on September 21, 2026, all members present voting yes, motion carried.

Action 2026-174

Motion by Cooper, seconded by Bulat to approve the claims as presented. Roll call, all members present voting yes, motion carried.

CLAIMS- October 5, 2026**ESTIMATED WAGES –OCTOBER 2026 (3 pay periods)**

MAYOR	0.00
COUNCIL	2,700.00
CITY ATTORNEY	1,000.00
BUILDING INSPECTOR	300.00
CHIEF OF POLICE- Josh Bach	7,200.00
POLICE OFFICER- Anthony Spencer	6,480.00
POLICE OFFICER- Dykes	6,480.00
POLICE OFFICER- Hebda	6,480.00
WASTE/WATER OPERATOR- DJ Werlinger	7,440.00
WASTE/WATER OPERATOR- Derek Daniels	6,960.00
WASTE/WATER OPERATOR- John Cooper	6,720.00
LIBRARIAN – Deb Terhue	2,576.64
LIBRARY ASST.- Donna Willson	945.00
LIBRARY ASST- Sandy Huffman	855.54
LIBRARY ASST.- Ester Walker	733.32
LIBRARY ASST.- Olyn Smith	197.20
FINANCE OFFICER – Cory Heckenlaible	7,680.00
FINANCE & PW- Jessica Bestgen	6,162.00
TOTAL	\$70,909.70

GENERAL LEDGER

SD DEPT REVENUE & REGULATION- Garbage Tax	358.83
CITY OF WHITEWOOD- Take Deposit for Bills- McBroom, Johnson	183.00
JESSICA McBROOM- Refund Deposit after Bill	17.00
SD RETIREMENT- Employee Retirement	6,101.26
TOTAL	\$6,660.09

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	5,984.52
A&B BUSINESS SOLUTIONS- City Hall 238.40, Police 181.45	419.85
ALL NET CONNECTIONS-Police 136.50, PW 91.00, City 407.41	634.91
AT&T	356.84

GREAT WESTERN TIRE- Parks	27.90
WESTERN STATIONERS- City Hall	121.96
WELLS FARGO VISA- City Hall 42.77, Streets 88.17, Vision 33.52	164.46
MARTY GOETSCH- City Hall Wall Repair	654.39
JOHNSON SOUTH DAKTOA- September Liquor	18,426.60
LIGHTING MAINTENANCE- Exit Lights	58.52
SOUTHERN GLAZERS- September Liquor	2,332.85
TOTAL	\$29,182.80

LIBRARY

AMAZON CAPITAL- Books & Supplies	21.42
DEB TERHUNE- Supplies	75.62
TOTAL	\$97.04

WATER/SEWER FUNDS

WELLS FARGO VISA	76.90
TOTAL	\$76.90

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
FORD CREDIT- Pickup Lease	1,237.44
EFTPS- Payroll Taxes 10/02/26	6,336.04
TOTAL	\$12,658.48

Action 2026-175

Motion by Davidson, seconded by Cooper, to lift the open container ordinance at Memorial Park ball field for a softball tournament November 7 & 8, 2026, from 8:00 AM till 8:00 PM. Roll Call, all members present voting yes, motion carried.

Action 2026-176

Motion by J. Noren, seconded by Cooper, to put hard deadline of October 14, 2026, for Roger Riley's attorney to contact City attorney to plan next steps. Motion was amended by J. Noren, seconded by Cooper, to add keeping the \$12,666 in escrow account and moving forward with distributing taxes accordingly. Roll call, all members present voting yes, motion carried.

Action 2026-177

Motion by Cooper, seconded by K. Noren, to proceed with Attorney Fitzgerald updating the Comprehensive Plan. Roll call, all members present voting yes, motion carried.

Action 2026-178

Motion by Smith, seconded by J. Noren, to approve lifting the burn ban and water restrictions in the City of Whitewood effective immediately. Roll call, all members present voting yes, motion carried.

Action 2026-179

Motion by J. Noren, seconded by Bulat, to approve second reading of Ordinance 2026-05- Oak Street speed limit change. Roll call, Davidson yes, Bulat yes, Cooper yes, J. Noren yes, K. Noren no, Smith yes. Motion carried.

There being no further business, the meeting was adjourned at 6:10 PM.

SARA J. FITZGERALD
Mayor

Attest:

JESSICA BESTGEN
Assistant Finance Officer

CLAIMS- OCTOBER 19, 2026**GENERAL LEDGER**

DELTA DENTAL- Employee Dental Insurance	628.70
HEALTH POOL OF SD- Employee Health Insurance	8,966.43
UNITED HEALTH CARE- Employee Life Insurance	74.10
TOTAL	\$9,669.23

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J SUPPLY- Parks 147.83, Police 9.43	157.26
ALL NET CONNECTIONS- Backup 219.38, City Hall 68.25	287.63
AMERICAN LEGAL PUBLISHING- Ordinance Supplements	617.83
BH PIONEER	179.06
BH ENERGY-CH 102.44, HH 259.98, Shop 164.70, Police 284.36, Parks 178.07, Lights 1656.91	2,646.46
BLUEPEAK- Police 375.47, City Hall 452.63	828.10
BUTTE ELECTRIC- Exit Lights	282.53
BJ'S COUNTRY STORE- Police Fuel	1,511.77
EARTHWORM CONSTRUCTION- Sprinkler Blowouts	500.00
INTEGRITY HEATING- City Hall Furnace	204.00
MONTANA DAKOTA- Police 24.09, Shop 27.02, City Hall 27.62, Hale Hall 48.91	127.64
RICHTERS TIRE & EXHAUST- Police	1,345.52
SONSET STATION- PW Fuel	215.00
FITZGERALD LAW FIRM- Legal Services	2,695.00
SOUTHSIDE OIL- PW Fuel	1,154.88
TRUGREEN COMMERCIAL- Parks	1,635.75
WELLS PLUMBING- Police	31.77
PIONEER BANK- Riley TIFD September 2026	3,409.98
SOUTHERN GLAZERS- October Liquor	181.20
TOTAL	\$18,071.37

LIBRARY

A&B BUESINESS SOLUTIONS	146.77
AMAZPON CAPITAL	157.46
BH ENERGY	144.01
BLUEPEAK	208.12
MONTANA DAKOTA	25.28
TOTAL	\$681.64

WATER/SEWER FUNDS

A&J SUPPLY	160.37
BH ENERGY	3,053.06
BUTTE ELECTRIC- Booster 557.01, Treatment Plant 2198.69	2,755.70
DAN'S DUMPSTERS	100.00
ALLIANCE TECHINICAL GROUP- Water Testing	382.75
MONTANA DAKOTA- Well 4 66.60, Booster	
ADVANCED ENGINEERING- Treatment Plant 18737.24, Water Study 7408.00	26,145.24
SD ONE CALL	16.80
WESTERN PEAKS LOGISTICS- Samples	39.77
SONSET STATION- PW Fuel	215.00
SOUTHSIDE OIL- PW Fuel	1,154.88
USA BLUE BOOK	91.12
TOTAL	\$34,114.69

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 09/18/26	5,496.25
TOTAL	\$9,976.75

TIFD #2, PHASE 1 INFORMATION

TOTAL PREVIOUS PAYMENTS PIONEER/SUNDANCE \$687,334

LEAVING \$112,666 FROM \$800,000.

WE HAVE \$97,851.20 IN ESCROW AT THE BANK.

LEAVING \$14,814.80



October 5, 2026

Quote Number: Q2606252

RYAN ALDREN

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

DJ WERLINGER

CITY OF WHITEWOOD
1025 MEADE STREET
WHITEWOOD, South Dakota
57793

Proposal

Subject: REPLACE GAS VALVE CITY HALL

DJ WERLINGER,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

GAS VALVE FOR FURNACE

LABOR

FREIGHT

Exclusions:

NA

Clarifications:

THIS IS TO REPALCE THE GAS VALVE ON THE FURNACE AT CITY HALL AND PROPERLY SET THE GAS PRESSURE

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

FIVE HUNDRED NINETY SEVEN....\$597.00

Terms and Conditions

- **Price Changes.** Due to market constraints, all prices provided by Rasmussen Mechanical Services are subject to change to the prices in effect at the time of customer acceptance.
- Any tariff costs or fees associated with the equipment or materials included in this proposal, which are not anticipated or accounted for in the initial pricing, will be added to the final invoice.
- Sales Tax is not included in price.
- Credit card payments are subject to a 3% processing fee.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Ryan Aldren

Project Manager

Rasmussen Mechanical Services

Phone: (605) 343-7800 ex. 4003

Mobile: +1 6054311216

Email: ryan.algren@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: CITY OF
WHITEWOOD

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2606252

Date of Acceptance

ESTIMATE

Elite Air, LLC
19719 Whitewood Valley Rd
Whitewood, SD 57793

eliteairsd@outlook.com
+1 (605) 490-9874



Bill to
City Of Whitewood
Meade St Whitewood SD

Estimate details

Estimate no.: 1168
Estimate date: 10/05/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Quoted	Gas valve replacement	1	\$605.55	\$605.55

Subtotal \$605.55

Note to customer

This quote is for the part and labor to change out the gas valve at Whitewood City Hall.

Sales tax \$25.43

Total **\$630.98**

Accepted date

Accepted by



Outlook

Quote to City Of Whitewood

From Integrity Heating <integrityheating@midconetwork.com>

Date Thu 9/24/2026 9:34 AM

To Jessica Bestgen <Jessica@cityofwhitewood.com>

You don't often get email from integrityheating@midconetwork.com. [Learn why this is important](#)

Quote to City Of Whitewood

Gas valve.....	\$464.71.
Labor.....	\$330.00
Dispatch charge.....	\$90.00
Excise tax 2%.....	\$17.69
Total.....	\$902.40.

This quote is submitted by Integrity Heating and Sheet metal Sturgis South Dakota
605 347-0123

Sent from my iPhone



REQUEST FOR QUALIFICATIONS

Whitewood Flood Risk Assessment, Mitigation, and Resiliency Study

FEMA Building Resilient Infrastructure and Communities (BRIC) Program

Project Schedule Item	Date
RFQ Release Date	September 14, 2026
Questions Due	September 23, 2026
Qualifications Due	September 30, 2026, 4:00 PM Mountain Time
Consultant Selection	October 12, 2026
Anticipated Notice to Proceed	November 2, 2026
Anticipated Project Completion	August 2027

Submit Statements of Qualifications to:

City of Whitewood
Attn: Cory Heckenlaible, Finance Officer
1025 Meade Street
Whitewood, SD 57793
Email: Cory@cityofwhitewood.com

1. Notice to Consultants

1.1 Introduction

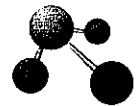
The City of Whitewood, South Dakota, is soliciting Statements of Qualifications from qualified consulting firms to provide professional engineering services for the Whitewood Flood Risk Assessment, Mitigation, and Resiliency Study.

This project is funded through the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Program and administered through the South Dakota Office of Emergency Management. The project will collect and analyze flood risk data, evaluate existing drainage and flood conditions, assess mitigation alternatives, and develop a technical report and benefit-cost analyses to support future mitigation funding applications.

The City intends to select the most qualified consultant based upon demonstrated experience, technical competence, project understanding, and ability to complete the work within the required schedule. Fee proposals shall not be submitted with the Statement of Qualifications. Scope and fee will be negotiated with the highest-ranked consultant following completion of the qualifications-based evaluation process.

1.2 Project Background

The City of Whitewood has received a FEMA BRIC award for an Advance Assistance planning project to evaluate flood risk and resiliency options. The study area includes the portion of the City located west of Interstate 90, with particular attention to areas south of the railroad corridor where unnamed watersheds drain toward the City.



The project is intended to improve the City's understanding of existing flood risk, develop hydrologic and hydraulic modeling tools, identify locations where flood mitigation may be beneficial, and prepare concept-level mitigation recommendations and benefit-cost analyses that may support future FEMA mitigation funding applications.

This project is limited to planning, data collection, modeling, analysis, concept-level mitigation evaluation, and reporting. Final design, permitting for construction, land acquisition, and construction services are not included unless separately authorized through a future scope of work.

1.3 Project Objectives

1. Quantify existing flood risks within the study area.
2. Develop a hydrologic and hydraulic model capable of evaluating rainfall, runoff, and routing through the City's drainage system west of I-90.
3. Identify structures, roadways, and infrastructure that may be vulnerable during selected recurrence interval storm events.
4. Evaluate flood mitigation and resiliency options at priority locations identified in coordination with the City.
5. Develop concept-level alternatives, improvement schematics, and planning-level opinions of probable cost.
6. Prepare preliminary FEMA-compliant benefit-cost analyses for selected mitigation options.
7. Prepare a technical analysis report documenting methods, findings, recommendations, and future funding considerations.

2. Scope of Services

The consultant shall provide professional services generally consistent with the following tasks. The final scope of services will be negotiated with the selected consultant and incorporated into the professional services agreement.

Task 1 - Meetings, Project Management, and Grant Support

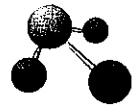
- Prepare for, attend, facilitate as appropriate, and document project meetings.
- Coordinate with City staff, project stakeholders, and the project team.
- Implement project management procedures, including budget tracking, schedule tracking, quality assurance, and quality control.
- Provide bi-weekly project status updates to the City by email.
- Assist City staff with quarterly reporting to the State Hazard Mitigation Officer and FEMA, as requested.

Anticipated meetings include:

- Kickoff and observed flooding issues review meeting with City staff and project team.
- Existing conditions flood risk assessment meeting.
- Preliminary flood mitigation options meeting.
- Final flood mitigation options meeting.
- Presentation to City Council.
- Project closeout meeting.
- Additional project progress meeting, if required.

Task 2 - Data Collection

- Obtain and review available data relevant to the study, including LiDAR, soils, aerial photography, drainage information, existing plans, and other available records.
- Survey culverts and storm drains not already surveyed as part of recent City projects. Survey information should include size, invert elevations, material, and inlet condition or type.
- Survey channel cross sections for the main drainage features through the City where LiDAR is not expected to adequately represent channel topography.
- Compile survey and data collection results in GIS-compatible format.



Task 3 - Existing Conditions Flood Risk Assessment

- Create a 1D-2D rainfall-runoff-routing model for the portion of the City west of I-90.
- Develop rainfall-runoff parameters using available soils, land use, topography, and other relevant data.
- Represent culverts, storm drains, channels, and surface routing based on available LiDAR and supplemental survey information.
- Prepare flood inundation maps for selected recurrence interval events.
- Identify and highlight structures and infrastructure that appear to be impacted by flooding for each evaluated recurrence interval.
- Qualitatively compare model results to documented and observed flooding issues.
- Meet with City staff to review results and prioritize locations for mitigation evaluation.

Task 4 - Flood Mitigation Options

- Evaluate up to three priority locations to be identified in coordination with City staff.
- Evaluate up to two concept-level flood mitigation options at each priority location.
- Meet with the City to discuss preliminary options and select one option at each location for refinement.
- Prepare planning-level opinions of probable cost for the selected option at each location.
- Prepare preliminary benefit-cost analyses for selected options to determine potential eligibility for future FEMA design or construction funding.
- Meet with City staff to discuss findings and present findings to City Council.

Task 5 - Technical Analysis Report

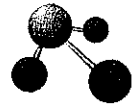
- Prepare a technical analysis report documenting the data collection, hydrologic and hydraulic analysis, flood inundation mapping, mitigation options, opinions of probable cost, benefit-cost analyses, key conclusions, and recommended next steps.
- Provide report exhibits, figures, tables, and GIS-based mapping suitable for City review and future funding applications.
- Prepare a final report incorporating City comments.

3. Anticipated Deliverables

Project Component	Anticipated Deliverables
Task 1 - Meetings, Project Management, and Grant Support	Meeting notes, bi-weekly project updates, Council presentation slides, and input on quarterly FEMA grant reports.
Task 2 - Data Collection	Survey information and compiled data in GIS-compatible format.
Task 3 - Existing Conditions Flood Risk Assessment	Flood inundation maps and documentation of model development and findings, incorporated into the final technical report.
Task 4 - Flood Mitigation Options	GIS-based concept-level improvement schematics, planning-level opinions of probable cost, and preliminary benefit-cost analyses.
Task 5 - Technical Analysis Report	Final technical analysis report documenting methods, results, alternatives, recommendations, and future funding considerations.

4. Procurement and Federal Grant Requirements

This procurement shall be conducted in a manner intended to comply with applicable Federal, State, and local requirements for professional services funded in whole or in part by FEMA. The consultant selected through this RFQ shall be required to comply with applicable requirements incorporated into the final professional services agreement.



- FEMA Hazard Mitigation Assistance and BRIC program requirements.
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Applicable South Dakota procurement and contract requirements.
- Federal debarment, suspension, and eligibility requirements.
- Conflict of interest disclosure requirements.
- Record retention and access to records requirements.
- Applicable civil rights, nondiscrimination, and equal opportunity requirements.
- Applicable DHS and FEMA terms and conditions that flow down to contractors and consultants.

The selected consultant shall certify that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

The selected consultant shall maintain records related to the project in accordance with applicable Federal and State requirements and shall provide access to such records upon request by the City, the State of South Dakota, FEMA, or other authorized representatives.

Any change to the approved project scope may require review and approval by the City, the South Dakota Office of Emergency Management, and FEMA before work proceeds. The consultant shall not perform work outside the authorized scope without written authorization from the City.

5. Consultant Qualifications

The City is seeking a consultant or consultant team with demonstrated experience and technical capability in the following areas:

- Flood risk assessments and flood mitigation planning.
- Hydrologic and hydraulic modeling, including 1D-2D rainfall-runoff-routing models.
- Municipal stormwater and drainage system evaluation.
- Flood inundation mapping and GIS-based analysis.
- Concept-level flood mitigation planning and alternatives analysis.
- Planning-level opinions of probable cost.
- FEMA Benefit-Cost Analysis development.
- FEMA BRIC, Flood Mitigation Assistance, Hazard Mitigation Grant Program, or other FEMA Hazard Mitigation Assistance program support.
- Technical report writing for municipal and grant-funded planning projects.
- Public agency coordination and presentation of technical findings to elected officials or boards.

6. Statement of Qualifications Requirements

Statements of Qualifications should be clear, concise, and organized in the order shown below. Cost proposals shall not be submitted with the Statement of Qualifications.

A. Cover Letter

- Lead consultant name and mailing address.
- Contact person name, title, phone number, and email address.
- Identification of any proposed subconsultants.
- Signature of an individual authorized to negotiate and bind the consultant contractually.

B. Firm Overview

- Brief history and description of the firm.
- Location of office that will manage the work.



- Relevant areas of technical expertise.
- Description of any subconsultants and their proposed roles.

C. Project Understanding

- Understanding of the project purpose and FEMA BRIC funding context.
- Understanding of the study area and anticipated flood risk assessment needs.
- Key challenges or considerations that may affect successful completion of the project.
- Opportunities for developing practical mitigation options that may support future funding applications.

D. Project Approach

- Recommended approach for data collection and review.
- Recommended approach for hydrologic and hydraulic modeling.
- Recommended approach for evaluating mitigation alternatives.
- Approach to developing planning-level opinions of probable cost.
- Approach to preparing preliminary FEMA benefit-cost analyses.
- Approach to technical reporting and communicating findings.

E. Project Team and Key Personnel

- Project team organization chart.
- Identification of project manager and key technical leads.
- Roles and responsibilities for each key team member.
- Resumes for key personnel.
- Description of prior experience working together as a team.

F. Relevant Project Experience

- Provide up to five similar projects completed within the last ten years.
- For each project, identify client, location, completion year, project description, scope of services, key personnel involved, and client reference.
- Emphasize FEMA-funded studies, flood risk assessments, hydrologic and hydraulic modeling projects, mitigation alternatives analyses, and benefit-cost analysis experience.

G. Capacity and Availability

- Current workload and availability of key personnel.
- Ability to meet the project schedule.
- Description of project management procedures for maintaining schedule, budget, and quality.

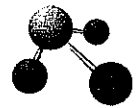
H. References

- Provide at least three client references for comparable projects.
- Include contact name, organization, phone number, email address, and relationship to the project.

I. Required Statements and Certifications

- Statement acknowledging that no fee or cost proposal is included with the qualifications submittal.
- Statement disclosing any actual, potential, or perceived conflicts of interest.
- Statement confirming the firm is not debarred, suspended, or otherwise excluded from participation in federally funded contracts.
- Statement acknowledging ability to comply with applicable Federal, State, and local grant requirements.

7. Evaluation and Selection Process



Statements of Qualifications will be reviewed by a selection committee designated by the City. The City may request clarifications, conduct interviews, or request additional information from one or more firms. The City reserves the right to select a consultant based solely on the written qualifications if interviews are not determined to be necessary.

Evaluation Criteria	Points
Project Team Qualifications and Experience	30
Relevant FEMA and Flood Mitigation Experience	25
Project Understanding and Technical Approach	20
Hydrologic/Hydraulic Modeling and Benefit-Cost Analysis Experience	15
Project Management and Ability to Meet Schedule	10
Total	100

7.1 Interviews

The City may interview one or more shortlisted firms. If interviews are conducted, the City may consider interview performance as part of the final ranking. The City reserves the right to determine the number of firms interviewed and the format of interviews.

7.2 Negotiation and Award

Following evaluation and ranking, the City will begin scope and fee negotiations with the highest-ranked consultant. If the City and the highest-ranked consultant are unable to reach a mutually acceptable agreement, the City may terminate negotiations and begin negotiations with the next highest-ranked consultant. Final award is subject to City approval and compliance with applicable funding requirements.

8. Project Schedule

Milestone	Date
RFQ Released	September 14, 2026
Questions Due	September 23, 2026
Responses to Questions Issued	September 25, 2026
Statements of Qualifications Due	September 30, 2026, 4:00 PM Mountain Time
Evaluation Period	October 1-9, 2026
Consultant Selection	October 12, 2026
Contract Negotiation	October 13-30, 2026
Notice to Proceed / Project Start	November 2, 2026
Project Completion	August 2027

9. Questions and Addenda

Cory Heckenlaible

From: Trent Walters <Trent.Walters@AE2S.com>
Sent: Tuesday, October 6, 2026 3:53 PM
To: Cory Heckenlaible
Cc: Joe Noble
Subject: RE: Whitewood Wastewater Treatment Upgrades: AET Proposal Acceptance
Attachments: Whitewood Waste Water Treatment Upgrades - Testing Proposal.pdf; AE2S - Whitewood WWTF Upgrades - CMAR Award Recommendation.pdf

Cory,

There may have been some miscommunication during the Project Manager transition with myself and Mike.

We received two estimates for construction material testing—one from DTE and one from AET. DTE's proposal did not include all of the required testing. AET also performed the project's initial geotechnical work, including the soil borings. Based on those factors and my discussions with Mike, we included AET's estimated material testing cost in the GMP approved at the September 21, 2026 Council Meeting (attached).

Please use the attached testing proposal from AET dated October 6, 2026 for the Council Agenda, as this was corrected to be an agreement between AET and the City.

Let me know if you have any further questions on this.

Thanks!



Trent Walters, PE, PLS

Project Manager

Mobile: (605) 569-6408

From: Cory Heckenlaible <Cory@cityofwhitewood.com>
Sent: Tuesday, October 6, 2026 3:36 PM
To: Trent Walters <Trent.Walters@AE2S.com>
Cc: Joe Noble <joe.noble@ae2s.com>
Subject: RE: Whitewood Wastewater Treatment Upgrades: AET Proposal Acceptance

I sure will, but I cannot find where I ever got AET's proposal.

Cory C. Heckenlaible

Finance Officer

City of Whitewood

From: Trent Walters <Trent.Walters@AE2S.com>
Sent: Tuesday, October 6, 2026 3:27 PM
To: Cory Heckenlaible <Cory@cityofwhitewood.com>



www.ae2s.com

September 17, 2026

Mayor and City Council
City of Whitewood
1025 Meade Street
Whitewood, SD 57793

Whitewood Wastewater Treatment Upgrades

Recommendation for GMP approval and contract award

Dear Mayor and Council Members:

AE2S recommends approval of RCS Construction, Inc.'s Guaranteed Maximum Price (GMP) of \$6,775,740.48 as submitted in its September 14, 2026 proposal, award of the construction contract to RCS, and authorization to issue the Notice of Award. We have reviewed the GMP proposal and recommend acceptance. The project cost summary, requested Council actions, and steps following award are outlined below.

Project cost summary

Cost component	Amount
RCS construction GMP	\$6,775,740.48
AE2S design and bidding — Task Order 14	\$353,000.00
AE2S Amendment 1 — GMP Development and construction services	\$429,000.00
RCS preconstruction services — separate from GMP	\$8,000.00
AET construction materials testing — estimated	\$30,683.00
Bond counsel, estimated	\$19,420.00
Total estimated project cost	\$7,615,843.48

The GMP includes \$197,351.66 in construction contingency, \$341,350.00 in general conditions, and a \$526,762.51 construction manager fee. These amounts are included above and are not additional project costs. RCS's previously approved \$8,000 preconstruction services fee is separate from the GMP and is included in the total project cost estimate. Testing is outside the GMP and will be billed for actual services performed. AET's estimate is used for budgeting, pending confirmation of schedule coverage and authorization.

The project cost estimate includes \$429,000 for services under AE2S Amendment No. 1, including construction staking, and assumes reimbursable project expenses are covered within that amount. An estimated \$19,420 is also included for bond counsel.

Funding comparison

To address the previous funding gap, the City requested \$1,942,000 in additional SRF assistance and a \$1,000,000 increase to its CDBG grant. Both requests were awarded in full, bringing total project funding to \$8,092,000. The CDBG amendment introduced Build America, Buy America (BABA) requirements, which increased project costs; however, the additional grant remained financially beneficial because it provided



October 6, 2026

City of Whitewood
1025 Meade Street
Whitewood, SD 57793

Attn: Cory Heckenlaible
cory@cityofwhitewood.com

Subject: Cost Proposal – Construction Materials Testing Services
Whitewood Wastewater Treatment Upgrades
Whitewood, South Dakota

Dear Cory:

INTRODUCTION

As requested, American Engineering Testing Inc. (AET) is pleased to provide this cost estimate proposal for the Construction Materials Testing services for the above referenced project. As you are aware, AET previously performed the geotechnical investigation for the project (AET Report # P-0038620) dated March 12, 2025.

SCOPE OF WORK

We understand the Whitewood Wastewater Treatment Facility is upgrading with the construction of a new fine screen building, oxidation ditch splitter, aerobic oxidation ditch with mechanical surface aeration and drain lift station. We also understand that there will be new piping throughout plus a new electrical building.

At this time, we anticipate the testing program will consist of the following services:

- Field and lab testing of soils and granular materials. Anticipated tests include but may not be limited to proctors, gradations, excavation observations, and nuclear density tests.
- Field and lab testing of cast-in-place concrete. Anticipated tests on the plastic concrete include, slump, air content, unit weight and temperature. Compressive strength testing will be performed in our lab on the cured concrete specimens at the specified intervals.
- Masonry field and lab testing. Compressive strength testing will be performed in our lab on the cured grout and mortar specimens at the specified intervals.
- Field weld inspections by a certified weld inspector (CWI).
- Preparation of formal reports for services provided.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | (800) 972-6364 | teamAET.com | AA/EEO

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FEES

The attachment on page four (4) provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required. Quantities may change due to circumstances beyond our control such as weather, additional testing and/or re-testing required or requested by the Owner or Engineer. **Actual quantities may differ from the estimates.** You will be invoiced only for the work actually performed. If you (the client) or your representative requests AET to spend additional time beyond total estimated amount, the total estimated amount will be changed accordingly, and you will be invoiced for all additional services in accordance with the unit rates for this particular project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

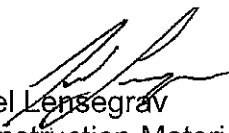
ACCEPTANCE

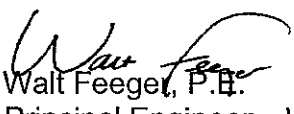
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this proposal for the construction observation and testing services for this project. If you have any questions, please call our office at (605) 388-0029.

Sincerely,
AMERICAN ENGINEERING TESTING, INC.


Joel Lensegrau
Construction Materials Manager


Walt Feege, P.E.
Principal Engineer – West Division



ACCEPTANCE

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

PROJECT TESTING SERVICES FEE SCHEDULE
Whitewood Waste Water Treatment Upgrades



SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Compaction Testing				
Soil Density Testing - Technician, Level I	48	Hour	\$88.00	\$4,224.00
Trip Charge 3	32	Each	\$92.00	\$2,944.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual	2	Test	\$145.00	\$290.00
ASTM D1557 Modified Proctor	3	Test	\$205.00	\$615.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2	Test	\$150.00	\$300.00
	Section Subtotal:			\$8,373.00
Concrete Testing				
Concrete Testing - Technician, Level I	56	Hour	\$88.00	\$4,928.00
Trip Charge 3	28	Each	\$92.00	\$2,576.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	112	Test	\$45.00	\$5,040.00
	Section Subtotal:			\$12,544.00
Masonry Observations & Testing				
Masonry and Grout Testing - Technician, Level II	12	Hour	\$103.00	\$1,236.00
Trip Charge 3	6	Each	\$92.00	\$552.00
ASTM C1019 Sampling and Testing Grout - Each	24	Test	\$45.00	\$1,080.00
ASTM C109 Mortar Cube Compressive Strength individual cube	18	Test	\$45.00	\$810.00
	Section Subtotal:			\$3,678.00
Non-Destructive Testing (NDT) Observations				
Structural Steel Observations - NDT Technician, CWI Certified, Level III/ICC	16	Hour	\$134.00	\$2,144.00
Trip Charge 3	4	Each	\$92.00	\$368.00
	Section Subtotal:			\$2,512.00
Project Management & Coordination				
Project Management - Project Manager, Level I/Project Manager	15	Hour	\$150.00	\$2,250.00
Project Administrator	17	Hour	\$78.00	\$1,326.00
	Section Subtotal:			\$3,576.00
			ESTIMATED SALES BUDGET	\$30,683.00

SERVICE AGREEMENT - TERMS AND CONDITIONS

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 – If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SAFETY

3.1 – Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 – AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 4 - SAMPLES

4.1 – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9- PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 22 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING (CONSTRUCTION)

22.1 - Client will furnish AET safe and legal site access.

22.2 - With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. South Dakota One Call), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

22.3 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

22.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

22.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

22.6 - Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 23 UNDERGROUND UTILITIES AND STRUCTURES AND FACILITIES (GEOTECH)

23.1 - Public Utilities: AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. SD One Call), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 23.

23.2 - Private Utilities and all other Equipment or Facilities: Client will mark or cause to be marked the location of all other Facilities, Equipment and/or Utilities that service or are located on the site including but not limited to private utilities. AET shall be entitled to rely upon the accuracy of all location information supplied by any source including the Client.

23.3 - Client acknowledges that location data may be incorrect or that some Facilities, Equipment or Utilities may not be capable of location and Client fully acknowledges and accepts this risk and waives any claims against AET for damages or claims arising out of or in any way related to incorrect locations of Utilities, Equipment or Facilities incapable of location.

23.4 - Client shall waive as against AET and further hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) by any third parties arising out of or related to the following: a) Facilities and utilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities and utilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities or utilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY)

12/17/2025

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1562985 AMERICAN ENGINEERING TESTING, INC. 550 CLEVELAND AVE. N ST. PAUL, MN 55114-1804	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Phoenix Insurance Company	
	INSURER B: Travelers Property Casualty Company of America	
	INSURER C: Continental Casualty Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 22217726**REVISION NUMBER:** XXXXXXXX

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONT. LIAB/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	N	N	P-630-0E963389-PHX-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	810-B8961693-26-43-G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS	N	N	CUP-C0212610-26-43	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
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	N	UB-B8969168-26-43-G	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY INCL. POLLUTION INCIDENT	N	N	ECH254066939	1/1/2026	1/1/2027	EACH CLAIM/AGGREGATE \$5,000,000/\$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

22217726

EVIDENCE OF INSURANCE

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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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

550 CLEVELAND AVENUE

6 City, state, and ZIP code

ST. PAUL, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Phil Chwialkowski

Date

1/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Dakota Testing & Engineering, LLC
11920 Quaal Rd, Ste A Black Hawk, SD 57718
605 484 8211
Dte-llc.com

September 10, 2026

City of Whitewood, SD
1025 Meade Street
Whitewood, SD 57793

Attn: Cory Heckenlaible

RE: Construction Materials Testing Services
Whitewood Wastewater Treatment Upgrades
Whitewood, SD

Mr. Heckenlaible,

To assist you, Dakota Testing & Engineering (DTE) presents this proposal outlining our understanding of the project, a general "scope of services" associated with performance of quality assurance testing services, and our estimate of most probable fee associated with our project activities. All such issues are presented to assist you in the construction of the above-referenced project.

Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as defined within the most recent IBC. We present below a generalized "scope of services" associated with our involvement on this project.

- Perform quality control services associated with construction of project foundations, erection of any structural steel and masonry. Such services may include observation to document completed work conforms to appropriate criteria.
- Additional services for non-structural items may include testing of at-grade and exterior concrete, testing and inspection of pipe coatings, testing of soils placed as backfill and, upon authorization, observation and testing of any exterior pavements.

"The Foundation You Build On"



Dakota Testing & Engineering, LLC
11920 Quaal Rd, Ste A Black Hawk, SD 57718
605 484 8211
Dte-llc.com

Overview of Services

DTE proudly offers engineering and testing services throughout the Upper Midwest including;

- Geotechnical (soil and bedrock engineering)
- Contract Drilling
- Materials engineering
- Special inspections
- Forensic/investigative environmental, geotechnical and materials consulting and testing services
- Quality assurance and quality control
- Owner's project representation

DTE Professional Staff

DTE employs professionals who are available to provide geotechnical engineering, materials testing and special inspection services. These professionals consist of a registered engineer, project managers, special inspectors, drilling staff, laboratory and field technicians. DTE employees receive and maintain the appropriate certifications based on the requirements of the engineering, construction and testing industries. These certifications demonstrate our high level of professionalism, client satisfaction and commitment to quality.

Certifications

- ACI level I Field Technician
- ACI level II Technician
- CWI Welding
- ICC Welding
- ICC Structural Steel and Bolting
- ICC Masonry
- ICC Reinforced Concrete
- ICC Fireproofing
- ICC Soils
- SDDOT AC Agg Testing
- SDDOT Hot Mix Testing
- SDDOT AC Roadway Inspection
- SDDOT Agg Testing
- SDDOT Concrete Paving
- SDDOT Concrete Plant Inspection
- SDDOT Earthwork
- SDDOT Erosion & Sediment Control
- SDDOT Soils
- SDDOT Structures

Capabilities

- Floor Flatness/Floor Levelness
- Pavement Coring
- Dynamic Cone Penetrometer (DCP)
- Field and Lab Resistivity Testing
- Rebar Pull Testing

"The Foundation You Build On"



Dakota Testing & Engineering, LLC
11920 Quaal Rd, Ste A Black Hawk, SD 57718
605 484 8211
Dte-llc.com

Fees

We estimate our services should require intermittent, part-time representation for a significant portion of the project based on our services at other similar projects. As such, we estimate our fees on this project will most likely be **\$21,160.00**. Actual cost of services will be based on level of effort necessary for respective testing items and special inspection criteria, and whether any unforeseen or varying conditions may require our services, if so encountered during site correction. The appended Table 1 presents our estimate of services for the respective service categories. **DTE's estimate of fees is based on the plans and specifications for the project. DTE's associated cost does not include any additional testing or labor due to out of spec material, tests, special inspections or standby time due to work not being ready or late concrete. These items will be billed additionally at our unit rate costs associated with the project.**

- A. Actual fees for our services are independent of the estimated level of effort and *will be invoiced to you monthly per the respective unit rates of Table 1*. The unit rates of Table 1 are for specific services provided during 2026. A four percent increase in base rates will be added to project unit rates for services in subsequent years, if so necessary. [Note]- Under provisions of this agreement, a late payment FINANCE CHARGE will be computed at the rate of 3.0% per month, which is an ANNUAL PERCENT RATE OF 36%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Of special note, we reserve the right to make additional and immediate adjustment to the mileage unit rate or trip charges of Table 1 due to the highly volatile change in fuel price. This proposal is valid for services provided through **March 2027**, when executed and returned to DTE by **November 2026**. The attached General Conditions are integral to and herein appended to this proposal.

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. We appreciate the opportunity of submitting this proposal and look forward to working with and being a part of your team. Contact us at (605) 484-8211 if you have any questions regarding this proposal.

Respectfully,

Dakota Testing & Engineering, LLC

City of Whitewood, SD

Earl Severn
Owner/President

Authorized Signature:

Dani Severn
Project Manager/Vice President

Printed Name:

Date:

Attachments: General Conditions
Table 1

"The Foundation You Build On"

GENERAL TERMS & CONDITIONS

CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Dakota Testing & Engineering, LLC, (hereinafter, "DTE") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs DTE to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows DTE to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. DTE will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of DTE's Services and are not DTE's responsibility.
- b. Should the need arise for DTE to expand our services in response to conditions or events outside our control, DTE would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. DTE will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. DTE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at DTE's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay DTE for the Services performed up to the date of termination plus DTE's reasonable termination and demobilization costs and expenses.
- e. If DTE's performance of the Services is delayed by Client or by any other circumstance beyond DTE's direct and reasonable control, then the time for DTE's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and DTE shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. DTE shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and DTE's performance shall not be construed as relieving Client or any third party of their responsibilities. DTE shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to DTE's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. DTE will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. DTE is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by DTE and Client in writing, DTE's performance of its Services and all related Documentation (as defined in Section 8.0) are solely and exclusively for the benefit of the Client and no person or entity other than Client may rely upon the Services or any Documentation related thereto.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to DTE all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- b. Client will immediately transmit to DTE any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
- c. Client will provide a representative to answer questions about the project when required by DTE upon 24-hour notice.

- d. Client will not hold DTE liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify DTE against liability arising out of or contributed to by such information.
- e. DTE shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as DTE's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow DTE and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of DTE's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.

5.0 DTE RESPONSIBILITIES

- a. DTE will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by DTE.
- b. DTE will be responsible to Client for DTE's data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. DTE will take reasonable precautions to prevent damage to property. However, unless specifically included in the Scope of Services DTE will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. DTE will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which DTE considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will DTE be responsible for loss, damage or liability beyond the limits and conditions of DTE's available insurance. DTE will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. DTE's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal, Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. DTE will submit invoices to Client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current DTE Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify DTE immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, DTE's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for DTE Services shall not be contingent upon project financing or payments received by Client from other parties.
- f. Client will pay the balance stated on the invoices unless Client notifies DTE in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. DTE will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to DTE's attention notifies DTE in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. DTE will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to DTE's attention within the 15-day period, Client waives the right to later dispute the invoice.
- g. Payment is due upon receipt of invoice and is considered past due thirty

Initialed _____

GENERAL TERMS & CONDITIONS

within the 15-day period, Client waives the right to later dispute the invoice.

- h. In the event Client fails to pay DTE within sixty (60) days following invoice date, DTE may consider the default a total breach of this Contract and all duties of DTE under this Contract may be terminated by DTE.
- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that DTE may increase its billing rates/fees on each anniversary of this Contract.

8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by DTE as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of DTE's service to Client. Client agrees to defend, indemnify and hold harmless DTE and its officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses and related expenses (including reasonable attorneys' fees, disbursements, expert witness fees, and other costs of court and litigation) in any manner arising from or relating to: (i) any re-use of the Documentation without the prior written authorization of DTE, or (ii) any use of, or reliance on, the Documentation by any person or entity other than Client without the prior written authorization of DTE.
- b. Client agrees that all Documentation and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. DTE will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during DTE's normal business hours.
- d. DTE will retain representative samples for 30 days after submission of DTE's report, after which time they will be destroyed without further notice to Client. Upon request by Client, samples can be shipped, charges collect, to a destination selected by Client; or DTE can store them for an agreed upon storage charge.

9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including DTE's labor costs in connection with the prosecution of any collection lawsuit.

10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by DTE involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that DTE cannot and does not guaranty the results of its Services. Instead, DTE agrees to perform the Services according to the Standard of Care.
- b. Notwithstanding anything to the contrary: (i) DTE shall in no event be liable or responsible to Client or any other person or entity for consequential, incidental, indirect, punitive, exemplary or special damages, including without limitation any governmental fines, penalties or liabilities, lost profits, or other economic loss, whether based on contract, tort or other legal theory, arising from or in any way related to the Services or this Contract; and (ii) in no event will DTE's total liability to Client or any other person or entity arising from or in any way related to the Services or this Contract, whether based on contract, tort or other legal theory, exceed the total amount paid to DTE by Client for the Services giving rise to such claim or \$20,000, whichever is less.
- c. Client agrees to defend, indemnify and hold harmless DTE and its officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses and related expenses (including reasonable attorneys' fees, disbursements, expert witness fees, and other costs of litigation) in any manner arising from or relating to the Services, except to the extent arising from DTE's sole negligence, fraud, or willful or negligent violation of law.
- d. Client will notify any contractor or subcontractor who performs work in connection with any work done by DTE of the limitations of liability and indemnity terms in this Contract, and shall require as a condition

precedent to their performing their work, a like indemnity and limitations of liability on their part as against DTE. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify DTE for any liability to any third party.

- e. DTE shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control.

11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, other than for DTE's default, DTE will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, DTE may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

12.0 ASSIGNS

- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between DTE and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by DTE and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located, and the parties agree that any dispute arising under this Contract will be resolved in the courts of such state. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.

14.0 PRE-LIEN NOTICE

- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct DTE to perform Services in connection with, the site of the project and that there is presently nothing to prevent DTE from filing a lien against the site of the project.
- b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

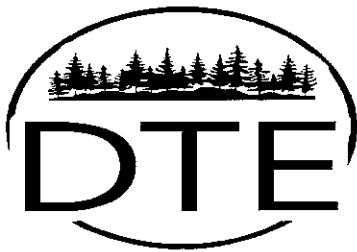


**Table 1 - Estimate of Services
Whitewood Wastewater Treatment Upgrades
City of Whitewood
Whitewood, South Dakota**

	Estimated Units	DTE Unit/Labor Code	Unit Cost	Estimated Fee
Excavation Observation and Testing Services for Earthwork Construction				
Technician / Soil Density Testing	30	S10	\$78.00 per hour	\$2,340.00
Trip Charge - Senior Technician / Technician	30	T150	\$40.00 per trip	\$1,200.00
				\$3,540.00
Testing Services for Concrete Reinforcement and Concrete Construction				
Technician / Concrete Test / Rebar Inspection	90	C10	\$78.00 per hour	\$7,020.00
Pipe Coatings Field Inspection	5	C99	\$400.00 per inspection	\$2,000.00
Trip Charge - Senior Technician / Technician	55	T150	\$40.00 per trip	\$2,200.00
				\$11,220.00
Testing Services for Masonry and Structural Steel Construction				
Special Inspector	8	M99	\$95.00 per hour	\$760.00
Grout Boxes	2	M600	\$25.00 per test	\$50.00
Masonry Mortar - cylinder or cube specimen	2	M210	\$25.00 per test	\$50.00
ICC Steel Inspector	8	W99	\$200.00 per hour	\$1,600.00
Trip Charge - Senior Technician / Technician	10	T150	\$40.00 per trip	\$400.00
				\$2,860.00
Lab Testing				
Atterberg Limits - 3 points (ASTM D-4318)	3	S200	\$100.00 per test	\$300.00
Sieve Analysis: 1-1/2" to #200 & wash (ASTM C-136, C-117)	4	A100	\$150.00 per test	\$600.00
Standard Proctor (ASTM D-698)	4	D400/D410/D420	\$150.00 per test	\$600.00
Trip Charge - Senior Technician / Technician	11	C100	\$40.00 per test	\$440.00
				\$1,940.00
Services for Construction Meetings and Project Management				
Project Manager	4	P10	\$150.00 per hour	\$600.00
Administrative Staff	20	P30	\$50.00 per hour	\$1,000.00
				\$1,600.00
Summary of Services				
Excavation Observation and Testing Services for Earthwork Construction				\$3,540.00
Testing Services for Concrete Reinforcement and Concrete Construction				\$11,220.00
Testing Services for Masonry and Structural Steel Construction				\$2,860.00
Lab Testing				\$1,940.00
Services for Construction Meetings and Project Management				\$1,600.00

RESULTANT

\$

\$21,160.00

ESTIMATED PROJECT FEES

\$21,160.00

Ordinance 2026-06

AN ORDINANCE AMENDING TITLE XV, CHAPTER 155, OF THE
CITY OF WHITEWOOD, SOUTH DAKOTA
(WHITEWOOD-LAND USAGE)

Be It Ordained by the Common Council of the City of Whitewood that Title XV Land Usage, Chapter 155 Recreational Vehicle/Trailer Parking, of the Ordinances of the City of Whitewood are hereby amended to add Section 155.065.1 and 155.065.2 to read as follows:

§ 155.065.01 HUMAN HABITATION PROHIBITED.

- A. The purpose of this section is to protect public health, safety, and welfare by prohibiting the use of motor vehicles as defined in 90.051, or recreational vehicles as defined in 155.005 for human habitation on public streets and public property within the City of Whitewood.
- B. It shall be unlawful for any person to use, occupy, or permit the use or occupancy of any motor vehicle or recreational vehicle for the purpose of human habitation on any public street, public right-of-way, or public property within the corporate limits of the City of Whitewood, unless expressly authorized by the City.
- C. For purposes of this ordinance, human habitation means the use of a motor vehicle or recreational vehicle as temporary or permanent living accommodation, dwelling, or residence, including the use of a motor vehicle or recreational vehicle for sleeping, cooking, bathing, or other activities ordinarily associated with residential occupancy.
- D. For purposes of determining whether a motor vehicle or recreational vehicle is being used for human habitation in violation of this ordinance, evidence may include, but is not limited to, observations of the following circumstances:

The presence or use of mattresses, sleeping bags, bedrolls, blankets, pillows, sheets, bedding, or other items arranged or utilized for sleeping or residential occupancy.

The presence or use of portable stoves, cooking equipment, cookware, kitchen utensils, camping gear, food, water, or other items associated with preparing or cooking meals.

The presence of personal belongings such as clothing, shoes, personal grooming items, personal hygiene products, toiletries, household supplies, or other personal belongings in a manner consistent with residential occupancy rather than ordinary vehicle use.

Evidence of human habitation also may include observations, considering all the circumstances, that a person has obscured some or all of the motor vehicle or recreational vehicle's windows with curtains, blankets, cardboard, reflective coverings, or other materials in a manner consistent with providing privacy for residential occupancy.

Additional evidence may include the presence of accumulated trash, rubbish, food waste in or around the motor vehicle or recreational vehicle, human waste, containers used for urination or defecation, evidence of human urination or defecation around the motor vehicle or recreational vehicle, or other evidence of sanitation activities associated with residential occupancy; there is furniture set up such as chairs, tables, umbrellas, or portable cooking equipment arranged in or around the motor vehicle or recreational vehicle in a manner suggesting that the vehicle is being used as living accommodations.

Observations of an individual or individuals sleeping, bathing, preparing meals, cooking, or engaging in other activities ordinarily associated with living in a residence, or any additional observations or circumstances reasonably indicating that a motor vehicle or recreational vehicle is being used as a temporary or permanent dwelling or living accommodation.

A determination of human habitation shall be based upon the totality of the circumstances and reasonable observations indicating that the motor vehicle or recreational vehicle is being used for residential occupancy rather than ordinary transportation or parking.

§ 155.065.02 CAMPING RESTRICTIONS.

No person shall camp in a tent, camper, travel trailer, recreational vehicle, or a motor vehicle within the corporate limits of the City of Whitewood for more than 14 days, whether consecutive or cumulative within a 365-day period on a residential or commercial property, unless authorized by the City. This restriction does not apply to a commercial campground.

Penalty see §155.999

Dated this ____ day of November 2026.

CITY OF WHITEWOOD

By: _____

SARA J. FITZGERALD
Mayor

ATTEST:

By: _____

CORY C. HECKENLAIBLE

Finance Officer

FINANCIAL STATEMENT

September 30, 2026

	Balance 8/31/2026	REVENUE	EXPENSES	Balance 9/30/2026
<u>CASH COMPUTER</u>				
GENERAL FUND	1,366,629.96	91,074.34	118,990.57	1,338,713.73
LIBRARY	80,168.49	194.78	5,415.53	74,947.74
3RD CENT SALES TAX	62,666.94	7,232.18	370.17	69,528.95
ADDITIONAL TAX FUND	69,355.30	280.00	0.00	69,635.30
DEBT SERVICE	47,994.05	1,170.00	0.00	49,164.05
TIFD FUND	10,373.21	3,203.81	3,203.81	10,373.21
ECONOMIC DEVELOPMENT	64,244.98	1,036.38	0.00	65,281.36
CAPITOL PROJECT	(1,511,034.45)	22,375.00	0.00	(1,488,659.45)
WATER	131,544.22	31,034.33	20,844.50	141,734.05
SEWER	703,495.61	36,344.22	21,045.20	718,794.63
Total Cash Per Computer	1,025,438.31	193,945.04	169,869.78	1,049,513.57

<u>CASH BANK</u>				
HIGHMARK F.C.U. ST SWR	14,208.45			14,209.04
PIONEER SAVINGS WATER	48,940.01			48,955.09
PIONEER SAVINGS ST ASSESS	32,071.36			32,081.24
PIONEER SAVINGS TRUNK SEW	15,591.28			15,595.76
PIONEER REG SAVINGS	259.85			275.49
PIONEER OPERATING ACCT	632,617.45			695,284.38
LESS O/S CHECKS	(9,992.27)			(57,806.42)
PLUS DEP IN TRANSIT	1,136.56			8,779.69
NSF CHECKS	-117.41			0.00
N.M. CHECKS CLEARED	-65.86			534.25
Total Cash Per Bank	\$734,649.42			\$757,908.52

<u>Investments</u>		<u>INTEREST</u>	
LPL FINANCIAL	290,788.89		291,605.05
Total Investments	\$290,788.89	\$816.16	\$291,605.05
LOSS/GAIN		\$816.16	
Total Cash Per Bank	\$1,025,438.31		\$1,049,513.57

<u>Petty Cash:</u>			
LIBRARY	\$50.00		\$50.00
WATER	\$150.00		\$150.00
POLICE	\$100.00		\$100.00
Total Petty Cash	\$300.00		\$300.00