



Miscellaneous Professional Services Agreement

KLJ Project # 1909-00447 Effective Date 4/26/2019

Client Information

Name South Dakota Public Utilities Commission Docket #18-059 Office # (605) 773-3201
Billing Address 500 East Capital Avenue Cell # [Click here to enter text.](#)
City, State, Zip Pierre, SD 57501 Business # [Click here to enter text.](#)

Authorized By

Name Chairperson, Lookout Solar, LRC Office # 605-906-2106
Title Cell # 605-370-8098
Business # [Click here to enter text.](#)

Project Description Lookout Solar Park I, LLC

Detailed Description of Services

See Attachment A: Scope of Services

Project Location

Township 6 South Range 9 East Section [Click here to enter text.](#)
City of Hot Springs County Oglala Lakota State South Dakota
Lot [Click here to enter text.](#) Block [Click here to enter text.](#) Addition [Click here to enter text.](#)

Estimated Completion Date of Services Within 90 calendar days of contract execution and delivery to KLJ.

Estimated Fees for Services \$13,500 Type Lump Sum

Special Conditions to be considered

[Click here to enter text.](#)

Other Items

[Click here to enter text.](#)

TERMS AND CONDITIONS

1. Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ's Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor.
2. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

3. To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
4. KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
5. The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
6. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
7. The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
8. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fees and reasonable attorneys' fees.
9. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.
10. The parties hereto shall comply with applicable laws and regulations.
11. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
12. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.

13. Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
14. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by Kadrmas, Lee & Jackson, Inc. under the above terms and conditions set forth.

Client _____
 Date _____

Signature _____
 Printed Name _____
 Title _____

Kadrmas, Lee & Jackson, Inc.
 Date _____

Signature _____
 Printed Name _____
 Title _____

April 25, 2019

Mr. Jeremy Duff
Taylor Law Firm, LLC
4820 East 57th Street
Sioux Falls, SD 57108

Re: Request for Statement of Interest - Lookout Solar Park I, LLC, Oglala Lakota County, South Dakota

Proposed Oglala Lakota County Solar Energy Facility
Lookout Solar Park I LLC, PUC Docket EL 18-059

KLJ submits the following Statement of Interest (SOI) to assist the Local Review Committee (LRC) in the assessment of potential social and economic effects associated with development of the Lookout Solar Project. The project area is located approximately 25 miles east of Hot Springs in Oglala Lakota County, South Dakota.

Pursuant to SDCL 49-41B-7, the assessment shall include the extents of potential social and economic effects generated by the proposed facility, the affected area's capacity to absorb those effects at various stages of construction, and formulation of mitigation measures. The assessment of the LRC would include consideration of temporary and permanent alternatives in the following areas:

- (1) Housing supplies
- (2) Educational facilities and manpower
- (3) Water supply and distribution
- (4) Waste water treatment and collection
- (5) Solid waste disposal and collection
- (6) Law enforcement
- (7) Transportation
- (8) Fire protection
- (9) Health
- (10) Recreation
- (11) Government
- (12) Energy

To ensure a complete and accurate assessment is conducted and the aforementioned resources are considered, KLJ would commit to the following actions:

1. Review the documents submitted by Lookout Solar Park I, LLC under PUC docket numbers EL18-059 and EL18-007 to formulate questions and concerns to be reviewed by the LRC.
2. Contact local government agencies including County Commissioners, Mayors, Chief Law Enforcement Officers, Fire Chiefs, and School Superintendents and request their input on the positive and negative effects of the proposed project. It is expected that this action might require making contact with up to 10 agencies (via telephone call or email). Up to one follow-up in-person meeting could be conducted, if requested.
3. Contact local development agencies, real estate professionals, home builders, and apartment rental property owners to assess the availability of short- and long-term housing in the area. It is expected that this action might require making contact with up to 10 entities (via telephone call or email). Up to one follow-up in-person meeting could be conducted, if requested.

4. Meet with the LRC to review information gathered, receive feedback on the Draft Report, and obtain approval of the Final Report. It is anticipated that this might require two meetings (in-person and/or via conference call), with the first meeting scheduled immediately after concurrence is received from the South Dakota Public Utilities Commission (PUC). The initial meeting will help generate an outline for progressing with the report.
5. Contact members of the LRC primarily through email, except for scheduled meetings (previously noted).
6. Provide a Final Report to the LRC to forward to the South Dakota PUC by 90 days from notice to proceed/receipt of signed contract. It is the intent of KLJ to generate this report at the earliest possible time based upon the time required to receive responses from contacted entities. The report will be provided in digital (.pdf) form. Printing of any required hard copies will be arranged and paid for by Lookout Solar Park I, LLC.

The project requires coordination with several local, county, city, and state agencies to determine and report potential social and economic effects. KLJ has assembled the following team to deliver each of the aforementioned actions.

- Elizabeth Ricciardi, Project Manager, is an environmental planner with over 13 years of experience working in environmental science, planning, and compliance, and has worked with several federal, state, and private agencies. She has managed and developed numerous large National Environmental Policy Act (NEPA) documents and PUC environmental and permitting documents, whereby she gathered, analyzed, and organized social and economic data and assessed and documented social and economic impacts.
- Leslie Murphy, Project Support, is an environmental planner with over 18 years of experience, providing environmental review and compliance services within South Dakota, with a focus on wind and solar energy, transportation, and municipal projects. She has coordinated with private landowners, local, state, federal, and Tribal agencies and has effectively identified potential social and economic impacts for a variety of NEPA and PUC-related documents.

Given previous experience with similar projects and the proximity of several team members to the project area, this team will be able to analyze the five-mile radius impact area of the project and generate a Final Report for the LRC in an efficient and timely manner.

The cost for completion of the aforementioned services and Final Report is \$13,500. The anticipated time for generating the Final Report is as follows:

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|-------------------------------------|------------------|
| 1. Project Review | 12 hours |
| 2. Meetings with LRC | 8 hours |
| 3. Personal and telephone contacts | 40 hours |
| 4. Data research and report writing | 50 hours |
| Total Labor Hours | 111 hours |

We sincerely appreciate your consideration and look forward for the opportunity to discussing the project further. If you have any questions, feel free to contact me at (701) 355-8474

Sincerely,



Elizabeth Ricciardi
Project Manager