

FIRST AMENDMENT to CONSULTING AGREEMENT
City of Rapid City – Civic Center Rushmore Plaza

This First Amendment to agreement for Consulting Services – Rapid City Rushmore Plaza Civic Center October 1, 2018 is made by and between the City of Rapid City (“CITY”) and The Tegra Group, Inc. (“TEGRA”).

RECITALS

- A. CITY has contracted with TEGRA to provide consulting services for the Rushmore Plaza Civic Center project dated January 29, 2018.
- B. CITY and TEGRA have agreed to amend the Agreement in accordance with the terms and conditions set forth in this First Amendment.

TERMS AND CONDITIONS

1. Recitals. The Recitals are an integral part of these Terms and Conditions by their incorporation herein.

2. Term and Termination. Section 2.c of the Agreement is amended to read as follows:

2.c “Step Two is the project implementation which will consist of coordinating the design-phase, construction phase, furniture, fixtures & equipment (FF&E) procurement and installation, commissioning, and turnover of the facility. The anticipated time line for design, construction, move-in and turn-over is projected to require 40 months of TEGRA’s services starting July 1, 2018 and ending October 31, 2021.”

3. Payment. Section Eight of the Agreement is amended to read as follows:

- 8. Payment. CITY shall pay TEGRA for the Services on a fixed fee basis. Step One (completed) fee is \$49,500 payable (\$8,250 per month) beginning January 2018 through June 2018. Step Two fees will not exceed 2% of the total project cost. The 2% in fees is based on an estimated project cost of \$130 million and is inclusive of the reimbursable expenses identified in Paragraph 9 of this Agreement. CITY shall pay TEGRA for the Services on a fixed fee basis of \$58,000 per month beginning July 2018 through October 2021. CITY will be responsible to secure exemption or other compliance with any applicable South Dakota Sales and Use Tax obligations that are generated by this Contract.

4. Expense Reimbursement. Section Nine of the Agreement is amended to read as follows:

9. TEGRA will not seek reimbursement for expenses in Step One (completed) of the project. TEGRA will seek reimbursement for Step Two routine out of pocket expenses such as lodging, food, travel and mileage reimbursement (rental car expenses, or mileage rate as published by Internal Revenue Service) printing, copying, and reproductions. Reimbursable expenses will be invoiced monthly and are anticipated to not exceed \$280,000.

5. Validity of Remaining Terms. Except as otherwise amended in this First Amendment, all the terms and conditions of the agreement remain in full force and effect.

CITY OF RAPID CITY

THE TEGRA GROUP, INC.

Steve Allender, MAYOR

By

Its

ATTEST:

FINANCE OFFICER