

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. Monday, November 5, 2018

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Thursday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **COMMISSION DEPARTMENTAL APPOINTMENTS**

David Ruth Jr-Historic Preservation Commissioner, Parks, Recreation, Public Works Commissioner and Chamber of Commerce Representative

Sharon Martinisko-Trolley Commissioner, Library Representative, Council of Local Governments Representative, Public Buildings Commissioner and Safety Commissioner

Gary Todd- Police and Fire Commissioner and **COMMISSION PRESIDENT**

Charlie Struble-Finance Commissioner, Deadwood History Inc. Board Member and Planning and Zoning Commissioner.

4. **APPROVE MINUTES OF October 15, 2018 and Special Meeting on October 24, 2018**

5. **APPROVE BILLS**

6. **ITEMS FROM CITIZENS ON AGENDA**

A. Bruce Hintz-Department of Legislative Audit Closing Conference

7. **CONSENT AGENDA**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business

A. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers

B. Permission to pay Lance Sandidge, Public Buildings Maintenance Technician, a cell phone allowance of \$23.08 per pay period effective October 16, 2018.

C. Permission to advertise in-house five days for a full-time Water Technician at \$18.95 per hour, which is 90% of prevailing wage. If not filled in-house, permission to advertise in newspaper and outside sources.

D. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer.

- E. Permission to advertise in-house five days for two full-time Patrol Officers to be hired in 2019. If not filled in-house, permission to advertise in newspaper and outside sources.
- F. Permission to pay Bill Schmidt \$3,901.00 for concrete work done after water leak repair on Burnham Ave.
- G. Permission to pay Integrated Parking Solutions for annual maintenance agreement in the amount of \$3,456.00, to be paid from P&T budget.
- H. Winter's Fat Classic, LLC requesting use of public property for Winters Fat Classic on Saturday, February 2, 2019.
- I. Approve final payment to SDDOT in the amount of \$30,824.50 for the Gateway Park in Pluma. (to be paid from H.P. Capital Assets)
- J. Allow Mayor to sign the Collection Agreement for interpretive panels at the Mount Roosevelt Friendship Tower site.
- K. Permission for Finance Office to purchase one computer and two printers at a cost of \$2,551.00.
- L. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Philip Breland and Georgette Ohayon.
- M. Permission for Jeanette Moodie to attend the American Library Association Midwinter meeting January 24-29, 2019 in Seattle, Washington at a cost not to exceed \$2,500.00.
- N. Approve Special Alcohol License for First Gold Gaming Resort to serve liquor at Event Complex Tuesday, July 9 through Saturday, July 13 2019 for Three Wheeler Rally Event. No public hearing necessary since license is on publicly owned property.
- O. Permission to increase wage of Fire Dept. Administrative Asst. Sandra Glover from \$9.48 per hr. to \$9.70 per hr. effective November 8, 2018 after two years of part-time service; Parks Dept. employee Trevor Tridle from \$18.11 per hr. to \$19.06 per hr. effective November 8, 2018 after two years of full-time service (100% of prevailing wage), Rec Center employee Chelsie Bauer from \$10.56 per hr. to \$10.83 per hr. after three years of part-time service and Police Reserve Wylie Walno II from \$12.55 per hr. to \$13.13 per hr. effective November 8, 2018 after two years of part-time service.
- P. Approve Change Order #1 for 55 Taylor Retaining Wall in the amount of \$3,751.00, bringing total contract to \$83,751.00.
- Q. Approve payment to G.S.R. Construction in the amount of \$2,845.00 for interior chinking on the Crow's Nest; to be paid from HP Capital Assets Rodeo Grounds account.
- R. Approve design services with ACES for sidewalk design in the amount of \$8,900.00 and permission for Mayor to sign contract. (to be paid from P&T budget, per P&T recommendation)
- S. Permission for Mayor to sign agreement with S.D. Department of Transportation regarding McKinley Street stoplight.
- T. Permission to hire Brittney Case as a lifeguard at \$10.01 per hr. effective November 7, 2018 pending pre-employment drug screening.

- U. Permission for Mayor to sign contract with Jaci Pearson for services related to the production of oral histories.
- V. Remove Robert Nelson Sr. effective November 1, 2018 from the Volunteer Fire Department roster for workers compensation purposes.
- W. Permission to purchase bags and stickers that indicate free parking at a cost not to exceed \$300.00, and allow payment from Bed and Booze funds.
- X. Permission to hire Kevin Donnelly as Trolley Driver at \$12.06 per hr. effective November 6, 2018 pending pre-employment drug testing.
- Y. Permission to purchase 5500 gallons of diesel from Southside Service at \$2.79/gallon
- Z. Approve consulting services from Mary Jo Nelson at \$75.00 hr.

8. BID ITEMS

9. PUBLIC HEARINGS

- A. Hold public hearing to establish new rates for Business Improvement Districts 1-6 as indicated in Resolution 2018-26, approved on October 1 and mailed to all members in the district
- B. Set public hearing on November 19 for 3 Wheeler Event: street closures Friday, July 12 for Motorcycle parking, Saturday, July 13 for parade, open container July 9 through July 13 at Event Center, waiver of vending fees July 9 through July 14.
- C. Set public hearing on November 19 for NAJA Shriners Circus Event: waiver of user fees and vending fees at Event Center on June 29, 2019
- D. Set public hearing on November 19 for Austin-Healy Conclave Event: street closures Sunday, September 8, 2019 for parking and parade, use of Interpretive Lot at a charge of \$500.00, Friday, September 6 from 8:00 a.m. to 5:00 p.m.

10. OLD BUSINESS

11. NEW BUSINESS

- A. First Reading of Ordinance #1281 Business Improvement District 1-6 Tax Levy
- B. Pay South Dakota Workers Compensation Fund \$65,529.00 for 2019 coverage from General Fund Commission line item.
- C. Grant permission for Fire Dept. to purchase SCBA equipment off of the Brown County Bid; \$27,923.80 in December 2018 and \$26,734.05 in January 2019, provided all necessary paperwork to meet State bidding requirements from Brown County is in Finance Officer prior to ordering.
- D. City Attorney, Quentin Riggins, clarification of Commission vacancies.
- E. Permission to hire P&L Carpentry to perform log replacement at the Event Complex at a cost not to exceed \$24,000.00; to be paid from HP Capital Assets General Maintenance.
- F. Permission for Mayor to sign CMAR contract with Scull Construction Services, Inc. upon final approval of legal counsel.
- G. Permission for Harley Davidson to use same area in Welcome Center lot in 2019 as they used in 2018 for the bike rally. Chamber of Commerce will pay City \$3,000.00 for use of the space.

- H. Allow Chamber of Commerce to market and lease vendor spaces at Welcome Center lot during 2019 bike rally; August 2-11, 2019. Vendors must be approved by Chamber of Commerce and then Planning & Zoning.
- I. Approve the purchase of two parking kiosks from Amano McGann at a cost not to exceed \$25,197.00, to be paid from P&T fund.
- J. Allow Mayor to sign Amendment to Letter of Agreement entered into on August 8, 2018 pertaining to Future Fund Grant #1638/Main Street Plaza.

12. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Staff requests guidance from the City Commission in regards to two Ordinances; Disallowed Signs and Display of Merchandise

13. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action

14. ADJOURNMENT

SPECIAL MEETING, OCTOBER 24, 2018

Due to the unexpected death of Mayor Charles Turbiville, a Special Session of the Deadwood City Commission convened on Wednesday, October 24, 2018 at 8:00 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commissioner Gary Todd called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, David Ruth Jr., and Charlie Struble. All motions passed unanimously unless otherwise stated.

NEW BUSINESS

Discussion

City Attorney Riggins gave a brief description of Ordinance 2.04.70 to the Commission and audience concerning vacancy of Mayor. Commissioner Todd withdrew his name as a possible nominee, and nominated Commissioner Ruth as interim Mayor. Todd moved, Martinisko seconded with great sadness to appoint Commissioner Ruth as interim Mayor. Ruth thanked fellow Commissioners. He stated he will do his best to uphold the standard that Chuck had set, he was always a guide and mentor. Roll Call: Aye-All. Motion carried.

Discussion was held concerning utilizing trolleys to transport for interment. Transportation Director Kruzel requested permission to pull fifth trolley out of service around town if needed. Martinisko moved, Struble seconded to utilize fifth trolley if needed. Roll Call: Aye-All. Motion carried.

Discussion was held concerning closing of City offices. Struble moved, Martinisko seconded to close City offices on Monday, October 29. After discussion, motion was amended to close City offices with pay, with the exception of essential personnel. Roll Call: Aye-All. Motion carried.

Police Chief Fuller requested police escort to cemetery. Martinisko moved, Struble seconded for police escort. Roll Call: Aye-All. Motion carried.

After discussion was held concerning flags at half-mast, Martinisko moved Struble seconded to fly flags at half-mast until Commission Meeting on November 5, 2018. Roll Call: Aye-All. Motion carried.

Discussion was held concerning fifth member of Commission. Attorney Riggins stated Deadwood Ordinance is silent with respect to replacing a Commissioner after someone ascended to the role of interim mayor. He stated seat would go unfilled until next municipal election. Discussion was held concerning commission seats and election.

Daughters; Krista Young, Jenni Irwin and Becky Kitts, each spoke about their dad, and knew his heart belonged to Deadwood. They thanked Commission and City of Deadwood for all their support. Commissioner Ruth presented Chuck's gavel to the family.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the special session at 8:26 a.m. The next regular meeting will be on Monday, November 5, 2018.

ATTEST:

DATE: _____

Ronda Morrison, Acting Finance Officer

BY: _____
David Ruth, Interim Mayor

Published once at the total approximate cost of _____

REGULAR MEETING, OCTOBER 15, 2018

The Regular Session of the Deadwood City Commission convened on Monday, October 15, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commissioner Gary Todd called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, David Ruth Jr., and Charlie Struble. Mayor Turbiville was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Ruth seconded to approve the minutes of October 1, 2018. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Struble moved, Martinisko seconded to approve the October 15, 2018 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	47.96
ADAMS SALVAGE	TIRES	27.73
ALBERTSON ENGINEERING	PROJECT	5,664.65
ALERT-ALL	SUPPLIES	610.39
ALMANZA, TYSON	GRANT	761.35
AMAZON	SERVICE	626.87
ARMSTRONG EXTINGUISHER	MAINTENANCE	2,606.00
ARROWHEAD FORENSICS	KIT	205.56
BALCO UNIFORM	SUPPLIES	256.25
BEST BUY	SMART	459.98
BICKLE'S TRUCK	MOTOR	533.29
BH CHEMICAL	SUPPLIES	840.88
BH ENERGY	SERVICE	28,729.30
BH PIONEER	ADS	656.31
BORDER STATES ELECTRIC	SERVICE	861.75
BURNHAM, MILES	REIMBURSEMENT	11.00
BUTLER MACHINERY	SUPPLIES	160.80
CAMPBELL SUPPLY	SUPPLIES	21.99
CHAINSAW CENTER	SUPPLIES	12.99
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	886.94
COCA COLA	SUPPLIES	388.00
CULLIGAN	SUPPLIES	176.50
DEADWOOD ALIVE	FALL 2018	1,500.00
DEADWOOD CHAMBER	GUIDES	1,060.00
DEADWOOD ELECTRIC	SERVICE	2,544.67
DVFD	REIMBURSEMENT	63.89
EAGLE ENTERPRISES	SUPPLIES	550.00
EDDIE'S TRUCK CENTER	SUPPLIES	205.60
FASTENAL	SUPPLIES	59.88
FERBER ENGINEERING	TROLLEY TRACKER	1,885.78
FIRST NATIONAL	SERVICE	1,602.90
GALLS	SUPPLIES	283.63
GERVING CONSTRUCTION	PROJECT	2,376.00
GOLDEN WEST	SERVICE	2,741.84
GRACE LUTHERAN CHURCH	GRANT	1,075.08
GRIMM'S PUMP	SUPPLIES	60.00
HAWKI, KEN	REIMBURSEMENT	14.56
HILLYARD	SUPPLIES	328.04
INTERSTATE ENGINEERING	PROJECT	325.00
JACOBS WELDING	SERVICE	95.00
JEEP JAMBOREE	REFUND	500.00
KDSJ	SPONSOR	160.00
KIMBALL MIDWEST	SUPPLIES	168.34
KONE	MAINTENANCE	455.40
LARSEN, CHAD	GRANT	1,637.10
LAWRENCE CO. REGISTER	FEE	60.00
LEAD-DEADWOOD SANITARY	USAGE	30,956.83
LIBERTY CHEVROLET	BATTERY	177.06
LYNN'S	SUPPLIES	25.81
M&M SANITATION	RENTAL	455.00
MANUFACTURING SYSTEMS	PROJECT	471.45
MENARD'S	SUPPLIES	3,340.36
MIDWEST TAPE	DVDS	242.72
MDU	SERVICE	2,361.62
MS MAIL	SERVICE	994.42
MUTUAL OF OMAHA	INSURANCE	276.47

REGULAR MEETING, OCTOBER 15, 2018

SD DEPT. OF CORRECTIONS	FIREWISE	5,115.69
SD DEPT. OF REVENUE	TAX	5,253.78
SD STATE HISTORICAL	APPLICATION	455.00
SOUTHSIDE SERVICE	SERVICE	279.60
SPEARFISH HUSKY	SUPPLIES	44.00
SPEIRS, MARK	PROJECT	10,632.69
STURDEVANT'S	SUPPLIES	1,468.78
THE LORD'S CUPBOARD	RECYCLING	53.55
TOWN OF CENTRAL CITY	GRANT	6,800.95
TRIPLE K	SERVICE	85.00
TRUGREEN	SERVICE	719.46
TURBIVILLE, CHARLES	REIMBURSEMENT	246.80
TWIN CITY HARDWARE	SUPPLIES	571.65
TWIN CITY HARDWARE	GRANTS	6,365.10
UMENTHUM, KEITH	INSPECTIONS	1,150.00
UNDERHILL, RON	GRANT	596.26
VIEHAUSER ENTERPRISES	SERVICE	569.88
VIGILANT BUSINESS	BACKGROUNDS	266.75
VISIONARY LANDSCAPING	PROJECT	4,854.45
WASTE CONNECTIONS	SERVICE	7,619.95
WEIS FIRE & SAFETY	SERVICE	825.00
WEST RIVER HISTORY	SERVICE	500.00
WHEELER LUMBER	PROJECT	1,881.25

TOTAL \$267,268.79

ITEMS FROM CITIZENS ON AGENDA

Proclamations

Commissioner Todd read a proclamation declaring November 4, 2018 as Robert "Bob" Nelson Sr. Day in Deadwood.

Commissioner Todd read a proclamation declaring the month of October 2018 as National Physical Therapy month in Deadwood.

Parking

Lee Harstad, Deadwood Chamber, requested free parking in all metered spaces excluding the Broadway Parking Ramp, and Pavilion Lot from Thursday November 22, through Wednesday December 26, 2018. Ruth moved, Martinisko seconded to approve the request. Discussion was held concerning meter bags. Roll Call: Aye-All. Motion carried.

CONSENT

Ruth moved, Struble seconded to approve the following consent items: Roll Call: Aye-All. Motion carried.

- A. Increase hourly wage of Ronda Morrison from \$25.38 hr. to \$30.38 hr. for temporary duties as Acting Finance Officer effective October 15, 2018 until first day of employment for replacement.
- B. Accept resignation from Trolley Driver Don Doyen effective September 21, 2018
- C. Permission to increase wage of Parking Ramp Attendant Andrew Goodwin from \$10.86 hr. to \$11.61 hr. effective October 21, 2018 after 3 years of service, and approve lateral transfer for Lance Sandidge from the Water Department to Public Buildings Maintenance Technician effective October 16, 2018 and increase pay from \$20.01 hr. to \$21.06 hr. effective October 24, 2018 after two years of service (100% of prevailing wage)
- D. Permission to remove seasonal employee Karla Cameron from payroll effective September 1, 2018
- E. Permission to purchase 5500 gallons of gasoline from Southside for \$2.77 a gallon
- F. Permission to allow Deadwood History, Inc. to use the image of the Tootsie sign in the proposed T-shirt designs.
- G. Allow permission for City of Deadwood Archives to purchase the Meiji Stereomicroscope, illuminator, base and camera attachment for \$100,000.00

REGULAR MEETING, OCTOBER 15, 2018

PUBLIC HEARINGS

SnowCross

Public hearing was opened at 5:16 p.m. by Commissioner Todd. Sarah Anderson, Deadwood Chamber, was available to answer questions.

Ruth moved, Martinisko seconded to allow the relaxation of the open container ordinance at the Event Complex from 10:00 a.m. to 10:00 p.m. on Friday, January 25, 2019. Roll Call: Aye-All. Motion carried.

Ruth moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from 8:00 a.m. to 10:00 p.m. on Saturday, January 26, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to approve waiver of banner fees, vending fees on public property, and allow fireworks display at 6:00 p.m. on Friday January 25 and Saturday January 26, 2019. Roll Call: Aye-All. Motion carried.

K9 Keg Pull

Public hearing was opened at 5:19 p.m. by Commissioner Todd. Sarah Anderson, Deadwood Chamber, was available to answer questions.

Ruth moved, Martinisko seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Saturday, January 26, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Ruth seconded to approve street closure on Main Street from Pine Street to Deadwood Street, from 9:00 a.m. to 6:00 p.m. on Saturday January 26, 2019. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Agreement

Commissioner Ruth recused himself. Attorney Riggins explained the change requested by Super G Investments. Martinisko moved, Struble seconded to allow Mayor to sign amended land exchange agreement between Super G Investments and City of Deadwood. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Martinisko moved, Struble seconded to approve second reading of Ordinance #1280 Amending Chapter 8.08.010 Fireworks and Burning. Roll Call: Aye-All. Motion carried.

Hire

Martinisko moved, Struble seconded to approve hiring Jessica McKeown as Finance Officer at \$75,000.00 annually effective on or before November 15, 2018 pending background and pre-employment drug screening. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, OCTOBER 15, 2018

ADJOURNMENT

Ruth moved, Struble seconded to adjourn the regular session at 5:33 p.m. convene into Executive Session for legal matters per SDCL 1-25-2 (3), and union matters per SDCL 1-25-2 (4) with possible action. The next regular meeting will be on Monday, November 5, 2018.

After coming out of executive session at 5:55 p.m., Martinisko moved, Ruth seconded to agree to the Police Unit union counter proposal for the cell phone allowance to be increased from \$23.08 per pay period to \$35.00 per pay period effective January 1, 2019, to include all city employees currently receiving a cell phone allowance. Martinisko moved, Ruth seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD	I-102318	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.70
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	62.70
01-1705	VANWAY TROPHY	I-98290	101-4111-426	SUPPLIES SERVICE AWARD	000000	123.00
01-1939	SAFETY BENEFITS, INC.	I-102618	101-4111-422-01	PROF. SERV. S TRAINING CONFERENCE/SDPAA	000000	325.00
			DEPARTMENT 111	COMMISSION	TOTAL:	448.00
01-2394	GUNDERSON, PALMER, NELS	I-88246	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,927.50
			DEPARTMENT 141	ATTORNEY	TOTAL:	1,927.50
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0545	LYNN'S DAKOTA MART	I-0052	101-4142-426	SUPPLIES FINANCE OFC. SUPPLIES	000000	59.99
		I-0155	101-4142-426	SUPPLIES FINANCE OFC SUPPLIES	000000	50.39
01-1171	A & B BUSINESS SOLUTION	I-IN554504	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	90.92
01-1725	QUILL CORPORATION	I-1712283	101-4142-426	SUPPLIES OFC.SUPPLIES - FINANCE	000000	94.08
		I-1714054	101-4142-426	SUPPLIES VERTICAL FILE - FINANCE	000000	15.93
		I-1790366	101-4142-426	SUPPLIES PRE-INKED STAMPER - FINANCE	000000	27.49
01-2189	BLACK HILLS AREA FINANC	I-2019-67	101-4142-422	PROFESSIONAL BHAFO DUES	000000	10.00
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	11.51
01-4409	JAHN, ISAAC A.	I-100818	101-4142-427	TRAVEL TRAVEL REIMBSMT-FO INTERVIEW	000000	168.08
01-4410	MCKEOWN, JESSICCA L.	I-101518	101-4142-427	TRAVEL REIMBS.TRAVEL EXP-FO INTERVIEW	000000	278.04
			DEPARTMENT 142	FINANCE	TOTAL:	2,328.82

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0127	TURBIVILLE INDUSTRIAL E	I-48428	101-4192-425-02	REPAIRS - ADA D1059 FASCO 1/6 HP 1450 RPM/AM	000000	240.10
01-0206	SCHMIDT, WILLIAM	I-10-31-18 BALLFIELD	101-4192-425-03	REPAIRS - BAL POUR & FINISH 2 PADS/BALLFIELD	000000	1,176.00
01-0429	BLACK HILLS ENERGY	I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	15.71
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	24.47
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	14.05
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 1 MILLER STREET	000000	16.55
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	17.16
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	24.24
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	17.80
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PRESSURE REG STATION	000000	68.16
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	104.70
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	186.87
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	26.39
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	63.19
		I-10-30-18 ELECTRIC	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,581.27
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	25.65
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	16.80
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	108.31
		I-10-30-18 ELECTRIC	101-4192-428-07	UTILITIES - F FIRE HALL	000000	585.49
		I-10-30-18 ELECTRIC	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.95
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	44.28
		I-10-30-18 ELECTRIC	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	80.54
		I-10-30-18 ELECTRIC	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	142.79
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	173.44
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	14.88
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	988.37
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	117.70
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	22.79
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	52.85
		I-10-30-18 ELECTRIC	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	477.81
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	72.74
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
		I-10-30-18 ELECTRIC	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	184.00
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	33.56
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	25.07
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	35.01
		I-10-30-18 ELECTRIC	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	16.81
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	23.86
		I-10-30-18 ELECTRIC	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	734.93
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,862.38
		I-10-30-18 ELECTRIC	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	124.76
		I-10-30-18 ELECTRIC	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	13.69

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-10-30-18 ELECTRIC	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	135.21
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	43.99
		I-10-30-18 ELECTRIC	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	2,689.32
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	25.31
		I-10-30-18 ELECTRIC	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,625.58
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	25.78
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	15.84
		I-10-30-18 ELECTRIC	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	589.63
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	26.92
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	17.80
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	511.70
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	14.61
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	123.21
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,208.60
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	93.34
		I-10-30-18 ELECTRIC	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	288.45
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	76.60
		I-10-30-18 ELECTRIC	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,028.83
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	44.47
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	66.28
		I-10-30-18 ELECTRIC	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	693.67
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	34.79
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	319.78
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 5 SIEVER STREET	000000	612.47
		I-10-30-18 ELECTRIC	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	277.36
		I-10-30-18 ELECTRIC	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	1,833.12
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	32.96
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	35.16
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES REDWOOD TANK	000000	177.12
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	20.94
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES TAX REFORM CREDIT	000000	17,834.49-
		I-10-30-18 ELECTRIC	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.95
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	145.66
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES WATER HEAT TAPE	000000	20.38
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	177.62
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	34.51
		I-10-30-18 ELECTRIC	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	659.81
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.48
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	18.36
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	26.50
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	133.72
		I-10-30-18 ELECTRIC	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	24.58
01-0433	WELLMARK BLUE CROSS BLU					
		I-11/01/18	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	667.28
01-0479	EPCO ENVIRONMENTAL PROD					
		I-63955	101-4192-425-09	REPAIRS - HAR (12) WASHABLE FILTERS/HARCC	000000	215.04

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAQT GAS 10-24-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	489.21
		I-NAQT GAS 10-24-18	101-4192-428-14	UTILITIES - S CITY SHOP	000000	277.27
		I-NAQT GAS 10-24-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	216.92
		I-NAQT GAS 10-24-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NAQT GAS 10-24-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	328.73
		I-NAQT GAS 10-24-18	101-4192-428-13	UTILITIES - R REC CENTER	000000	3,450.82
		I-NAQT GAS 10-24-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	235.47
		I-NAQT GAS 10-24-18	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	27.77
		I-NAQT GAS 10-24-18	101-4192-428-09	UTILITIES - H HARCC	000000	211.38
		I-NAQT GAS 10-24-18	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	42.66
		I-NAQT GAS 10-24-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	117.68
		I-NAQT GAS 10-24-18	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	102.97
		I-NAQT GAS 10-24-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	194.91
		I-NAQT GAS 10-24-18	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	522.30
		I-NAQT GAS 10-24-18	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	381.04
01-0578	TWIN CITY HARDWARE & LU					
		C-D398085	101-4192-425-07	REPAIRS - FIR A/C CORD RETURN-PURCHASE/FIRE	000000	10.00-
		C-E79542	101-4192-425-06	REPAIRS - DAY 2X8X8 TREATED/GRANDSTAND	000000	287.76-
		I-D397912	101-4192-425-14	REPAIRS - STR SEALANT-BRASS P TRAP/STREETS	000000	33.47
		I-D398078	101-4192-425-07	REPAIRS - FIR 9' A/C CORD/FIRE HALL	000000	22.99
		I-D398433	101-4192-425-10	REPAIRS - LIB BATTERY-MOUSE TRAPS/LIBRARY	000000	34.47
		I-D398514	101-4192-426	SUPPLIES PTRAP RETURN-SCREWDRIVER/PB	000000	4.00
		I-D398671	101-4192-426-14	SUPPLIES - ST GLUE-WHITE OUT-GLUE TUBE/PB	000000	32.95
		I-D398882	101-4192-425-02	REPAIRS - ADA SCRAPER-8 AMP BATTERY/AMUSEUM	000000	82.97
		I-D398950	101-4192-425-01	REPAIRS - ADA AIR VENT W/KEY-WINGMAN/A HOUSE	000000	54.48
		I-D398951	101-4192-426	SUPPLIES (24) 040000004325-973246/PUB B	000000	59.76
		I-D399223	101-4192-425-06	REPAIRS - DAY CAULK-RIGID-2 HOLE STRAP/GRAND	000000	24.04
		I-D399551	101-4192-425-13	REPAIRS - REC CWG-WIRE CONNECTORS/REC CENTER	000000	11.97
		I-D399552	101-4192-425-02	REPAIRS - ADA 24" ALUMINUM PIPE WRENCH/AM	000000	51.99
		I-D399784	101-4192-425-06	REPAIRS - DAY COUPLING-ELBOW-CONDUIT/GRANDST	000000	10.57
		I-E77935	101-4192-425-21	REPAIRS - WEL CODUIT-RATCHET CUTTER/WELCOME	000000	31.66
		I-E78002	101-4192-426	SUPPLIES LEGAL-HARDBOARD CLIPBOARD/PB	000000	18.93
		I-E78359	101-4192-425-17	REPAIRS-DAYS 6" DIAL CALIPER/DAYS OF MUS	000000	41.99
		I-E78662	101-4192-426-08	SUPPLIES - HI BOUNCE-BOTTLE-LIMEAWAY/HISTORY	000000	34.91
		I-E79367	101-4192-425-17	REPAIRS-DAYS PHOTO CONTROL-EXIT COMBO LT/DA	000000	121.98
		I-E79457	101-4192-425-01	REPAIRS - ADA PIPE WRENCH-18" AND 10"/AHOUSE	000000	53.98
		I-E79541	101-4192-425-06	REPAIRS - DAY (25) TREATED 2X8X8/GRANDSTAND	000000	299.75
		I-E799267	101-4192-425-13	REPAIRS - REC URINAL KIT-49 AMMONIA GAL/REC	000000	55.97
		I-E79970	101-4192-425-13	REPAIRS - REC ESPRESSO SPRAY PAINT/REC CENT	000000	10.98
01-0619	TWILIGHT FIRST AID & SA					
		I-24311	101-4192-426-04	SUPPLIES - CI FIRST AID SUPPLIES - CITY HALL	000000	32.39
01-0653	FASTENAL COMPANY					
		I-SDSPE103379	101-4192-426	SUPPLIES 16 OZ RNDFACERIPHAMMER/PB	000000	13.68
01-1370	TEMPERATURE TECHNOLOGY,					

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1370	TEMPERATURE TECHNOLOGY, continued					
		I-22520	101-4192-425-04	REPAIRS - CIT SRVC WITH RTU5 SYSTEM/CITY HAL	000000	258.70
01-1396	LOWE ROOFING, INC.					
		I-14655	101-4192-425-04	REPAIRS - CIT ROOF REPLACEMENT/CITY HALL	000000	34,731.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027558	101-4192-425-10	REPAIRS - LIB TEMPER GLASS-GLAZE-LABOR/LIBR	000000	443.00
		I-I027599	101-4192-425-21	REPAIRS - WEL (2) TROJAN BAT 27MTX/WELCOME	000000	692.24
01-1626	SERVALL UNIFORM AND LIN					
		I-0026303	101-4192-426-11	SUPPLIES - PA MOPS-MATS-LINEN-TOWELS/PARKS	000000	43.90
		I-0089849	101-4192-426-07	SUPPLIES - FI MOPS-MATS-LINEN-TOWELS/FIRE HA	000000	57.25
		I-10-04-18 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0096234	000000	198.37
		I-10-04-18 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0096235	000000	57.25
		I-10-04-18 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0096233	000000	71.53
		I-10-04-18 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY / 0096250	000000	30.19
		I-10-04-18 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0096230	000000	40.97
		I-10-04-18 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0096231	000000	122.83
		I-10-18-18 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0102431	000000	197.75
		I-10-18-18 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0102432	000000	57.25
		I-10-18-18 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0102430	000000	71.53
		I-10-18-18 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-10-18-18 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0102427	000000	45.92
		I-10-18-18 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0102428	000000	122.83
		I-2717992	101-4192-426-21	SUPPLIES - WE MATS-MOPS-LINEN-TOWELS/WELCOME	000000	44.03
01-1725	QUILL CORPORATION					
		I-1840047	101-4192-425-07	REPAIRS - FIR APC 1500VA UPS SURGE SUPP/FIRE	000000	169.99
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1064701	101-4192-425-13	REPAIRS - REC ELECTRIC SCISSOR RENTAL/REC	000000	225.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV019032	101-4192-425-17	REPAIRS-DAYS MF BEARING ASSEMBLY/DAYS MUS	000000	378.90
		I-SRV059461	101-4192-425-17	REPAIRS-DAYS GASKET-SEAL-FLANGE-SLEEVE/MUS	000000	1,881.66
		I-SRV059462	101-4192-425-17	REPAIRS-DAYS FLANGE-GASKET-COUPLER-SLVE/MUS	000000	431.03
01-3421	S AND C CLEANERS					
		I-10-19-18 INV 117	101-4192-422-21	PROFESSIONAL OCTOBER CLEAN/WELCOME CENTER	000000	1,740.00
		I-10-19-18 INV 128	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-10-19-18 INV 128	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
		I-10-19-18 INV 220	101-4192-422-06	PROFESSIONAL- CLEANING BATHROOMS-RODEO/PB	000000	720.00
		I-10-19-18 INV 220	101-4192-422-06	PROFESSIONAL- CLEANING BATHROOMS-RODEO/PB	000000	52.50
01-3506	ALSCO					
		I-LCAS1228150	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	44.32
		I-LCAS1233571	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	44.32

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	I-P108279	101-4192-425-10	REPAIRS - LIB REPL LOBBY SMOKE DETECTOR/LIBR	000000	288.27
01-3838	VAST BROADBAND					
	I-TELEPHONE 10-16-18	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	289.87	
	I-TELEPHONE 10-16-18	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.60	
	I-TELEPHONE 10-16-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.41	
	I-TELEPHONE 10-16-18	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88	
	I-TELEPHONE 10-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	195.28	
	I-TELEPHONE 10-16-18	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00	
	I-TELEPHONE 10-16-18	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.48	
	I-TELEPHONE 10-16-18	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	165.22	
	I-TELEPHONE 10-16-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00	
	I-TELEPHONE 10-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,343.79	
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	2.48
01-3896	EAGLE ENTERPRISES, LLC	I-22292	101-4192-426	SUPPLIES (25) 18W T8 LED LAMPS/PUB BLDG	000000	275.00
01-3977	ACE HARDWARE OF LEAD	I-10086	101-4192-426	SUPPLIES SCREWDRIVER-CRIMPER-PLIER/PB	000000	87.96
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	67,526.11
01-0186	ALPINE IMPRESSIONS	I-15418	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	77.00
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,107.42
01-0510	GOLDEN WEST TECHNOLOGIE	I-341098	101-4210-422	PROFESSIONAL EMAIL PROBLEMS - POLICE	000000	53.13
01-0578	TWIN CITY HARDWARE & LU	I-E79561	101-4210-426	SUPPLIES TAB DIVIDERS, BINDER - POLICE	000000	17.98
01-2362	OLSON, JAMES RICHARD	I-102318	101-4210-426	SUPPLIES REIMBS.USB FLASH DRIVE/POLICE	000000	34.99
		I-102418	101-4210-427	TRAVEL FUEL REIMBSMT - POLICE	000000	32.00
01-2596	NH FRATERNAL ORDER OF P	I-102418	101-4210-422	PROFESSIONAL 2019 DUES	000000	390.00
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35
			DEPARTMENT 210	POLICE	TOTAL:	13,776.87

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0578	TWIN CITY HARDWARE & LU	I-D398213	101-4221-425	REPAIRS MOUSE TRAPS,INK,BOND PAPER-FIR	000000	47.44
		I-D399039	101-4221-425	REPAIRS ANGLE ZMAX - FIRE DEPT	000000	1.79
		I-D399041	101-4221-425	REPAIRS PLIERS/3 PR - FIRE DEPT	000000	45.97
		I-E78999	101-4221-425	REPAIRS PINE BOARDS,SCREWS - FIRE DEPT	000000	14.45
01-1171	A & B BUSINESS SOLUTION	I-IN553703	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	52.08
01-1771	NFPA	I-100218	101-4221-422	PROFESSIONAL SUBSCRIPTION - NFCSS	000000	1,575.00
01-2490	POSITIVE PROMOTIONS, IN	I-06127506	101-4221-429	OTHER FIRE PREVENTION ITEMS	000000	322.58
01-3056	NORTHERN HILLS TECHNOLO	I-1259	101-4221-422	PROFESSIONAL FIREWALL SVC.,WATCHGRD RNWL	000000	234.00
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4400	WEIS FIRE & SAFETY EQUI	I-159100	101-4221-422	PROFESSIONAL SHIPPING FEE - FIRE DEPT	000000	18.80
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTR	TOTAL:	3,383.07
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-1191	UMENTHUM, KEITH	I-588135	101-4232-422	PROFESSIONAL 52 ROOF INSPECTIONS/BLDG INSP	000000	2,600.00
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
			DEPARTMENT 232	BUILDING INSPECTION	TOTAL:	3,593.68
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,145.34
01-0514	SIMON MATERIALS COMPANY	I-1338912	101-4310-426	SUPPLIES STOCKPILE MAN SAND/STRTS	000000	2,843.85
		I-1353180	101-4310-425	REPAIRS (2) LOADS DUST FREE BL BASE/ST	000000	289.25

PACKET: 04471 COMBINED - 11/6/18
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 310 STREETS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0561	SD ONE CALL					
		I-SD18-2888	101-4310-422	PROFESSIONAL FAX-MESSAGE FEES/STREETS	000000	17.36
01-0575	SOUTHSIDE OIL					
		I-093339	101-4310-426	SUPPLIES 71 GALLONS FUEL GENERATOR/STRT	000000	224.29
		I-093364	101-4310-426	SUPPLIES 5502 GALLONS FUEL/STRTS	000000	14,800.38
01-0578	TWIN CITY HARDWARE & LU					
		I-D397455	101-4310-426	SUPPLIES DRILL BITS COBALT VARIOUS/STRT	000000	24.57
		I-D397474	101-4310-426	SUPPLIES SILICONE CAULK-GLUE/STREETS	000000	10.48
		I-D397528	101-4310-426	SUPPLIES (6) CONDUIT 10'/STREETS	000000	26.94
		I-D397563	101-4310-426	SUPPLIES STAPLE-CEMENT-STAPLER/STREET	000000	44.47
		I-D397617	101-4310-426	SUPPLIES COUPLING-WIRE-ELBOW/STREETS	000000	78.47
		I-D397620	101-4310-426	SUPPLIES HOSE SHUT OFF-WASHER-TAPE/STR	000000	16.27
		I-D397974	101-4310-426	SUPPLIES (13) YELLOW STRIPING PAINT/STR	000000	90.87
		I-D397983	101-4310-425	REPAIRS SIGN POST-FLT WASHER/STRTS	000000	24.48
		I-D398138	101-4310-426	SUPPLIES BRS DOOR STOP-LOCK/STREETS	000000	11.99
		I-D398280	101-4310-426	SUPPLIES MOUSE-BUS CARD BOOK-FILE/STRTS	000000	49.97
		I-D398525	101-4310-426	SUPPLIES GORILLA TAP VARIOUS/STREETS	000000	26.98
		I-D398611	101-4310-426	SUPPLIES NIFTY NABBER/STREETS	000000	21.99
		I-D398734	101-4310-425	REPAIRS ADJ DOOR SPRING/STREETS	000000	4.49
		I-D398994	101-4310-426	SUPPLIES BATTERY-BOLT-FREIGHT/STREETS	000000	174.48
		I-D399459	101-4310-425	REPAIRS BREAKER 1-1/8-FREIGHT/STREETS	000000	645.26
		I-D399474	101-4310-426	SUPPLIES 22W LED HID MED 50K BULB/STRTS	000000	59.99
		I-D399499	101-4310-426	SUPPLIES 1/2" DRIVE RATCHET/STREETS	000000	31.99
		I-D399509	101-4310-426	SUPPLIES SPRING CLIP-SHELVING/STREETS	000000	96.97
		I-E77920	101-4310-426	SUPPLIES (10) 50 LB SILICA SAND/STREETS	000000	59.90
		I-E78132	101-4310-426	SUPPLIES BL-RUST SPRAY PAINT/STREETS	000000	13.97
		I-E78327	101-4310-426	SUPPLIES BATTERY/STREETS	000000	89.99
		I-E78483	101-4310-425	REPAIRS (2) CIRCUIT BREAKER 20A/STRTS	000000	9.18
		I-E78554	101-4310-426	SUPPLIES WIRE OUTLET-FIXTURE OUTLET/STR	000000	14.97
		I-E79006	101-4310-426	SUPPLIES WIRED OPTICAL MOUSE/STREETS	000000	12.99
		I-E79482	101-4310-426	SUPPLIES SOCKET SETS-ADAPTER/STREETS	000000	65.94
		I-E79810	101-4310-425	REPAIRS BREAKER 1-1/8/STREETS	000000	600.00
		I-E79811	101-4310-426	SUPPLIES STRETCH CORD-SPRING CLIP/STRTS	000000	4.98
		I-E79897	101-4310-426	SUPPLIES CHAINSAW WEDGE PLASTIC/STRTS	000000	13.98
		I-E80035	101-4310-426	SUPPLIES (5) J BOLTS/STREETS	000000	7.45
01-0619	TWILIGHT FIRST AID & SA					
		I-24349	101-4310-426	SUPPLIES GLOVE-TABLETS-EYE PROTECT/STRT	000000	281.46
		I-24349	101-4310-426	SUPPLIES GLOVE-TABLETS-EYE PROTECT/STRT	000000	0.00
01-0782	JACOBS PRECISION WELDIN					
		I-25353	101-4310-425	REPAIRS 3/8'X3-1/2' FLAT BAR X 8'/STRT	000000	25.20
01-0890	NOVUS					
		I-19149	101-4310-425	REPAIRS (4) WINDSHIELD REPAIR/STREETS	000000	1,365.00
01-1003	VERIZON WIRELESS					

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS	continued				
		I-9816269231	101-4310-422	PROFESSIONAL ON CALL PH 10/11-11/10/18/STR	000000	31.17
01-1171	A & B BUSINESS SOLUTION					
		I-IN553705	101-4310-426	SUPPLIES CONTRACT BASE USAGE/STREETS	000000	152.47
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1732921	101-4310-426	SUPPLIES (2) AVIATION TIN SNIPS SETS/ST	000000	239.80
		I-1732923	101-4310-426	SUPPLIES ARCTIC WINTER GLOVES/STRTS	000000	155.88
		I-1740242	101-4310-426	SUPPLIES (6) WINTER WATERPROOF GLOVES/S	000000	368.40
		I-1740840	101-4310-426	SUPPLIES (2) SOCKET SETS-47 & 35 PC/STR	000000	798.80
		I-1741352	101-4310-426	SUPPLIES MASKING TAPE-WINTER GLOVES/ST	000000	910.44
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201053980:01	101-4310-425	REPAIRS AIR SPRING/STREETS	000000	103.48
		I-X201053980:02	101-4310-425	REPAIRS (2) AIRSPRINGS/STREETS	000000	206.96
01-1351	GREAT WESTERN TIRE, INC					
		I-1-222223	101-4310-425	REPAIRS FLAT REPAIR-SUPPLIES-O RING/ST	000000	109.50
01-1689	CENTRAL PARTS WAREHOUSE					
		I-484257A	101-4310-425	REPAIRS WELDMENT BEARING/STREETS	000000	116.61
01-2762	PARTSMASTER					
		I-23339195	101-4310-426	SUPPLIES RATCHET DRIVES 3/8-1/2-1/4/STR	000000	154.99
01-3094	BOMGAARS					
		I-57430840	101-4310-426	SUPPLIES RIGID CASTER/STREETS	000000	45.54
		I-57442191	101-4310-426	SUPPLIES SEAT COVER-TOOL BOX/STRTS	000000	254.08
01-3438	BLACKSTRAP, INC.					
		I-00009964-0	101-4310-426	SUPPLIES 27.450 UNITS ROADSALT/STRTS	000000	2,333.25
		I-00009968-0	101-4310-426	SUPPLIES 26.190 UNITS ROADSALT/STRTS	000000	2,226.15
01-3877	MUTUAL OF OMAHA					
		I-000803966970	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-113306151	101-4310-426	SUPPLIES (5) PLASTIC FOLD TRAFFIC BAR/S	000000	359.75
01-4396	LIBERTY CHEVROLET					
		I-CVCB334577	101-4310-425	REPAIRS REPLACE STARTER-SOLENOID/STRTS	000000	555.35
				DEPARTMENT 310 STREETS	TOTAL:	38,480.11
01-0213	TRUGREEN CHEM-LAWN					
		I-93918614	101-4520-422	PROFESSIONAL VEGETATION CONROL GORDON PK	000000	63.34

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,567.58
01-0578	TWIN CITY HARDWARE & LU	I-D397916	101-4520-426	SUPPLIES 32 GAL TRASH CAN/PARKS	000000	23.99
		I-D397973	101-4520-425	REPAIRS FENCE/PARKS	000000	159.00
		I-D399240	101-4520-426	SUPPLIES STAIN-BR-SOCKET-SQUARE/PARKS	000000	97.38
		I-E78507	101-4520-426	SUPPLIES 8X10 TARP-10X12 TARP/PARKS	000000	19.48
		I-E78967	101-4520-426	SUPPLIES SHOVEL HANDLE-PAINT TAPE/PARKS	000000	24.98
		I-E79259	101-4520-426	SUPPLIES 30' POLY PUSHER/PARKS	000000	26.99
		I-E79568	101-4520-426	SUPPLIES (2) NUMB-LETTER STENCILS/PARKS	000000	7.98
01-0600	TRIPLE K TIRE & REPAIR	I-1-54037	101-4520-425	REPAIRS FILTER-PUMPS-CLAMP-SOLENOID/PK	000000	864.37
01-0782	JACOBS PRECISION WELDIN	I-25343	101-4520-425	REPAIRS 1-1/2'X1-1/2'X1/8 ANGLE X 2/PA	000000	56.00
		I-25358	101-4520-426	SUPPLIES WQN ACETYLENE-FLAT BAR/PARKS	000000	72.65
01-1003	VERIZON WIRELESS	I-9816269231	101-4520-422	PROFESSIONAL ON CALL PH 10/11-11/10/18/PKS	000000	31.17
01-1374	BUTLER MACHINERY COMPAN	C-06CS0050217	101-4520-425	REPAIRS FILTER AS/PARKS	000000	38.67-
		I-06PS0539842	101-4520-425	REPAIRS HYDO ADV 10-FILTER A-AS/PARKS	000000	219.41
		I-06PS0540790	101-4520-425	REPAIRS FILTER AS/PARKS	000000	42.11
		I-06PS0540791	101-4520-425	REPAIRS (2) FILTER AS/PARKS	000000	77.34
01-2889	ATCO INTERNATIONAL	I-I0517665	101-4520-426	SUPPLIES (2) CASE T-N-T/PARKS	000000	230.00
		I-I0517780	101-4520-426	SUPPLIES (2) CASE ASSAULT/PARKS	000000	264.00
01-3658	DHARMA TREE CARE, LLC	I-1562	101-4520-433-03	CIP - GORDON INSTALL TREES - GORDON PARK	000000	11,500.00
01-3785	TALLGRASS	I-2018-130	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK RESTOR PHASE 3	000000	8,027.45
01-3877	MUTUAL OF OMAHA	I-000803966970	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
			DEPARTMENT 520 PARKS	TOTAL:		26,367.90
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-3314	CENTURY BUSINESS PRODUC	I-442467	101-4640-428	UTILITIES HP CONTRACT 9/9/18 - 10/8/18	000000	560.76

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PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-000803966970	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,556.94
				FUND 101 GENERAL FUND	TOTAL:	159,451.70

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-11/01/18	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003OCTLIBR	206-4550-428	UTILITIES NATURAL GAS-9/24-10/22/LIBRARY	000000	270.54
01-1171	A & B BUSINESS SOLUTION					
		I-IN554025	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	45.58
01-1293	AMERICAN LIBRARY ASSOCI					
		I-1189654	206-4550-427	TRAVEL ALA MID WINTER CONFERENCE	000000	270.00
01-1557	DEMCO, INC.					
		I-6472192	206-4550-426	SUPPLIES CALCULATORS,ALBUM PGS,BINDERS-	000000	124.65
01-1562	MIDWEST TAPE					
		I-96498814	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	48.10
		I-96498824	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	18.74
		I-96519655	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	95.82
		I-96522414	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	22.49
		I-96541912	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	169.33
01-1911	EMERY-PRATT COMPANY					
		I-614911	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	37.81
		I-615082	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	250.92
		I-615199	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	33.62
		I-615502	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	17.97
01-3877	MUTUAL OF OMAHA					
		I-000803966970	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
DEPARTMENT 550 LIBRARY						TOTAL: 2,937.86
FUND 206 LIBRARY FUND						TOTAL: 2,937.86

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.64
01-0578	TWIN CITY HARDWARE & LU	I-D398743	209-4510-426	SUPPLIES CARD READER-MEMORY CARD/REC	000000	34.98
		I-E78095	209-4510-426	SUPPLIES PRINTER INK CARTRIDGES/REC	000000	172.96
		I-E78189	209-4510-426	SUPPLIES SWIVEL CONNECT-VINEGAR/REC	000000	33.97
01-2645	HAWKINS INC	I-4383623	209-4510-426	SUPPLIES AZONE-CRYSTAL CLR-DELDROM/REC	000000	1,005.50
01-2889	ATCO INTERNATIONAL	I-I0516968	209-4510-426	SUPPLIES (2) CASE QUICK-SAN II/REC CENT	000000	224.00
01-3346	REGIONAL HEALTH	I-700000832102018	209-4510-422	PROFESSIONAL TESTING	000000	70.00
01-3506	ALSCO	I-LCAS1223991	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1229465	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1232202	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
01-3648	NETWORK SERVICES COMPAN	I-524331-0	209-4510-426	SUPPLIES 1 CASE FACIAL WIPES/REC CENTER	000000	22.02
		I-528859-0	209-4510-426	SUPPLIES BODY SHAMPOO-2 PLY TISSUE/REC	000000	174.14
		I-528860-0	209-4510-426	SUPPLIES TOWEL-CLEANER-KITCHENROLL/REC	000000	185.61
01-3877	MUTUAL OF OMAHA	I-000803966970	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 510 REC CENTER					TOTAL:	2,896.41
FUND 209 BED & BOOZE FUND					TOTAL:	2,896.41

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-092618	212-4630-423	MARKETING BID #8 -SENFTNR CONSULTING FEE	000000	15,000.00
		I-3611	212-4630-423	MARKETING BID 8 BILL LIST	000000	34,320.00
01-3602	DEADWOOD GAMING ASSOCIA					
		I-070118	212-4630-422	PROFESSIONAL BID#8 CONTRIBUTION	000000	10,000.00
DEPARTMENT 630 BID 8						TOTAL: 59,320.00

FUND 212 BID #8 (Business Improve)						TOTAL: 59,320.00

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PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-100918	213-4630-423	MARKETING	BILL LIST/BID1-6/3RD QTR PARTL 000000	50,000.00
				DEPARTMENT 630	BID	TOTAL: 50,000.00
				FUND	213 BID #1-6 (Business Imprv)	TOTAL: 50,000.00

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-10242	215-4572-235	VISITOR MGMT MT. MORIAH FLYERS - HP	000000	2,200.00
01-2916	FALL RIVER COUNTY HISTO					
		I-10118	215-4572-235	VISITOR MGMT 2019 HISTORY CONFERENCE	000000	250.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	2,450.00
01-0451	RUNGE, MIKE					
		I-101918	215-4573-335	HIST. INTERP. REIMBURSEMENT - ARCHIVES	000000	20.00
01-0568	TDG COMMUNICATIONS					
		I-15213	215-4573-350	HIST. INTERP. 2018 WALL OF FAME DESIGN/PRINT	000000	800.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-102018	215-4573-335	HIST. INTERP. OCTOBER 2018 REIMBURSEMENT	000000	2.29
01-2014	TOMS, DON					
		I-JL BK 19	215-4573-335	HIST. INTERP. JUSTICE LEDGER BK 19	000000	500.00
01-3174	DAYS OF '76 MUSEUM					
		I-101618	215-4573-375	HIST. INTERP. 2018 GENERAL OPERATING	000000	80,000.00
01-4403	ROCKY MOUNTAIN MICROSCO					
		I-12205	215-4573-335	HIST. INTERP. MICROSCOPE/CAMERA/ILLUMINATOR	000000	5,845.00
01-4405	BAKER, BRIANA					
		I-TROLLEY TOKENS	215-4573-330	HIST. INTERP. (3) ROLL OF TROLLEY TOKENS	000000	50.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	TOTAL:	87,217.29
01-4402	GROTON COMMUNITY HISTOR					
		I-102218	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT RD 2	000000	8,321.34
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN	TOTAL:	8,321.34
01-0578	TWIN CITY HARDWARE & LU					
		I-E79699	215-4576-630	PROFES. SERV. PAINT-RG BLOCK CLUB	000000	24.99
01-2394	GUNDERSON, PALMER, NELS					
		I-88246	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	427.50
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	452.49
01-2405	NELSON, GREG					

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2405	NELSON, GREG		continued			
		I-64774	215-4577-735	CAPITAL ASSET REIMBURSEMENT-TRACTOR SUPPLY	000000	134.17
01-3318	PL CARPENTRY & ASSOCIAT					
		I-092718	215-4577-775	CAPITAL ASSET DAYS OF '76 BLEACHERS	000000	2,204.17
01-BDT	BDTAID, INC.					
		I-18072-1	215-4577-775-03	CIP-WAYFINDIN PINE STREET ARCHWAY	000000	775.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						3,113.34
01-0433	WELLMARK BLUE CROSS BLU					
		I-11/01/18	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-0578	TWIN CITY HARDWARE & LU					
		I-E79279	215-4641-426	SUPPLIES HP SUPPLIES - BINDER TABS	000000	60.77
01-0619	TWILIGHT FIRST AID & SA					
		I-24309	215-4641-426	SUPPLIES HP FIRST AID SUPPLIES	000000	139.75
01-1786	PETTY CASH/HISTORIC PRE					
		I-102018	215-4641-426	SUPPLIES OCTOBER 2018 REIMBURSMENT	000000	90.36
01-3838	VAST BROADBAND					
		I-101618	215-4641-428	UTILITIES MT MORIAH 10/20/18 - 11/19/18	000000	140.85
01-3877	MUTUAL OF OMAHA					
		I-000803966970	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-113375734	215-4641-426	SUPPLIES (7) OFFICE CHAIR	000000	929.53
01-4404	BLACK HILLS LASER DESIG					
		I-MAYOR PLAQUES	215-4641-426	SUPPLIES GOLD PLATE-TOSCANA/TURBIVILLE	000000	18.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,095.16
FUND 215 HISTORIC PRESERVATION TOTAL:						107,649.62

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3605	JOHNSON, MICHAEL	I-10232018	216-1310	DUE FROM OTHE WORK DONE 8 VAN BUREN	000000	6,806.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	6,806.00
01-0551	MENARD'S	I-90775	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	271.88
		I-90901	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	128.98
		I-91774	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	22.17
		I-91824	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	3.57
01-1116	WALSH, JOHN	I-101018	216-4653-962-01	SPECIAL NEEDS ELDERLY 476 WILLIAMS - WALSH	000000	4,189.88
01-1148	KNECHT HOME CENTER, INC	I-13016630	216-4653-962-04	SIDING GRANT SIDING 18 ADAMS GIBBENS	000000	996.75
		I-2582013	216-4653-962-03	WINDOWS GRANT WINDOWS 83 CHARLES KNOX	000000	2,736.67
01-1496	LAWRENCE CO. REGISTER O	I-10222018	216-4653-960	CLOSING CO CLOSING COSTS SHAMA	000000	30.00
		I-102418	216-4653-960	CLOSING CO RECORDING FEE MITCHELL	000000	60.00
01-2382	CONOVER, MICHAEL	I-101918	216-4653-962-03	WINDOWS GRANT WINDOWS 83 CHARLES KNOX	000000	5,740.56
		I-101918B	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	2,407.62
01-3550	OBEREMBT, KEVIN	I-2018-10	216-4653-422	PROFESSIONAL OVERPAYMENT LOAN PAYOFF	000000	432.28
01-3605	JOHNSON, MICHAEL	I-102418-2	216-4653-962-01	SPECIAL NEEDS ELDERLY KITCHEN REHAB	000000	811.24
01-4364	HAVERBERG FAMILY LTD PT	I-385157	216-4653-962-05	FACADE EASEME FACADE 1,3,5 BURNHAM	000000	3,187.16
01-4393	LANE, KATHLEEN	I-325920	216-4653-962-01	SPECIAL NEEDS ELDERLY 53 FOREST	000000	180.00
		I-325920-1	216-4653-962-08	FOUNDATION GR FOUNDATION 53 FOREST	000000	1,307.00
01-4406	TERRONES, LUIS	I-325922	216-4653-962-04	SIDING GRANT SIDING 53 FOREST - LANE	000000	5,319.35
		I-325922-1	216-4653-962-03	WINDOWS GRANT WINDOWS 53 FOREST - LANE	000000	527.00
		I-325922-2	216-4653-962-01	SPECIAL NEEDS ELDERLY 53 FOREST -- LANE	000000	715.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	29,067.11
			FUND	216 REVOLVING LOAN	TOTAL:	35,873.11

PAGE: 19

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-0206	SCHMIDT, WILLIAM							
		I-10-21-18	BURNHAM	602-4330-425	REPAIRS	POUR-FINISH 2 PANELS/WATER	000000	2,466.00
		I-10-22-18	BURNHAM	602-4330-425	REPAIRS	POUR-FINISH PAD-SEAL/WATER	000000	1,435.00
01-0433	WELLMARK BLUE CROSS BLU							
		I-11/01/18		602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	3,500.76
01-0514	SIMON MATERIALS COMPANY							
		I-1347353		602-4330-425	REPAIRS	(3) LOADS ROADSTONE/WATER	000000	347.89
01-0561	SD ONE CALL							
		I-SD18-2888		602-4330-422	PROFESSIONAL	FAX-MESSAGE FEES/WATER	000000	17.36
01-0578	TWIN CITY HARDWARE & LU							
		I-D398605		602-4330-425	REPAIRS	BRASS BUSHING/WATER	000000	3.99
		I-D399570		602-4330-426	SUPPLIES	HURRICAN TAPE-SEALANT/WATER	000000	19.98
		I-D399714		602-4330-426	SUPPLIES	(3) 3" PUTTY KNIFE/WATER	000000	4.47
		I-E78427		602-4330-426	SUPPLIES	12 YD SILVER TAPE/WATER	000000	6.99
01-0600	TRIPLE K TIRE & REPAIR							
		I-1-53978		602-4330-425	REPAIRS	WATER TRUCK TIRES/WATER	000000	814.00
01-1003	VERIZON WIRELESS							
		I-9816269231		602-4330-422	PROFESSIONAL	ON CALL PH 10/11-11/10/18/WTR	000000	31.17
01-1365	SD PUBLIC HEALTH LAB							
		I-10584603		602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL & MARKETING							
		I-10223		602-4330-426	SUPPLIES	PERF PAPER FOR WATER BILLS	000000	375.00
01-3877	MUTUAL OF OMAHA							
		I-000803966970		602-4330-415	GROUP INSURAN	LIFE INSURANCE	000000	21.45
					DEPARTMENT 330	WATER	TOTAL:	9,074.06
					FUND	602 WATER FUND	TOTAL:	9,074.06

PACKET: 04471 COMBINED - 11/6/18
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
DEPARTMENT: 580 HISTORIC CEMETERIES
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1387	DEADWOOD GRANITE & MARB					
		I-10-03-18 G BELL	607-4580-425	REPAIRS	RESET TOPPLED STONE/MT MORIAH	000000 875.00
01-3838	VAST BROADBAND					
		I-TELEPHONE 10-16-18	607-4580-428	UTILITIES	MT MORIAH GIFT SHOP	000000 40.87
		I-TELEPHONE 10-16-18	607-4580-428	UTILITIES	MT MORIAH TICKET BOOTH	000000 40.87
				DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL: 956.74
				FUND	607 HISTORIC CEMETERIES	TOTAL: 956.74

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,177.76
01-0578	TWIN CITY HARDWARE & LU	I-E77890	610-4360-426	SUPPLIES COUPLER, PANEL - PKG RAMP	000000	24.48
01-0598	SUMMIT SIGNS AND SUPPLY	I-54500	610-4360-426	SUPPLIES NO PARKING SIGNS - P&T	000000	427.50
01-1003	VERIZON WIRELESS	I-9816379755	610-4360-424	RENTALS PHONE SERVICE/METERS- P&T	000000	40.01
01-3346	REGIONAL HEALTH	I-700000832102018	610-4360-422	PROFESSIONAL TESTING	000000	35.00
01-3712	PASSPORT LABS, INC.	I-INV-93686	610-4360-422	PROFESSIONAL SEPT.MOBILE PAY - METERS	000000	160.25
01-3877	MUTUAL OF OMAHA	I-000803966970	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,879.85
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/18	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.87
01-0578	TWIN CITY HARDWARE & LU	I-D399046	610-4361-426	SUPPLIES INK CARTRIDGE,PENS - FIRE DPT	000000	23.97
		I-E79453	610-4361-426	SUPPLIES INK CARTRIDGE - TROLLEY	000000	19.99
		I-E79927	610-4361-426	SUPPLIES TOOL BAG - TROLLEY	000000	69.99
01-0619	TWILIGHT FIRST AID & SA	I-23781	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	93.97
		I-24122	610-4361-426	SUPPLIES LENS TWLETTES,OINTMTS-TROLLEY	000000	30.13
01-1503	BLACK HILLS SPECIAL SER	I-891	610-4361-422	PROFESSIONAL TROLLEY CLEANING - SEPT.	000000	1,505.00
01-1626	SERVALL UNIFORM AND LIN	I-0096232	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	80.36
		I-0102429	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	80.36
		I-S0102111	610-4361-422	PROFESSIONAL TOWELS - TROLLEY	000000	18.01
01-2427	HOMETOWN TROLLEY	I-2663	610-4361-426	SUPPLIES BUMPER,FLOOR RUBBER, PAINT-TROL	000000	253.52
01-3877	MUTUAL OF OMAHA	I-000803966970	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70

PACKET: 04471 COMBINED - 11/6/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4286	TCF EQUIPMENT FINANCE					
		I-11/01/2018	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-11/01/2018	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-11/01/2018	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	12,115.73
01-0429	BLACK HILLS ENERGY					
		I-10-30-18 ELECTRIC	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	657.36
01-2717	AMANO MCGANN, INC.					
		I-INV158333	610-4362-426	SUPPLIES TICKETS FOR PARKING RAMP	000000	2,796.10
01-3060	QUIK SIGNS					
		I-24992	610-4362-426	SUPPLIES 4 SIGNS FOR PKNG RAMP	000000	51.07
01-3838	VAST BROADBAND					
		I-TELEPHONE 10-16-18	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	3,650.02
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	20,645.60

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-101518	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	3,856.33
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	3,856.33
			FUND	725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	3,856.33
					REPORT GRAND TOTAL:	453,161.43



11-5-18
6A

427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

October 17, 2018

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

In planning and performing our audit of the financial statements of the Municipality of Deadwood (Municipality) as of December 31, 2017 and for the year then ended, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, we considered Municipality's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control. Accordingly, we do not express an opinion on the effectiveness of the Municipality's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Municipality's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

Auditing standards generally accepted in the United States of America and *Government Auditing Standards* require that we provide you with this management letter to communicate:

1. Deficiencies Noted in Internal Control:

- a. Deficiencies in internal control which are material weaknesses or significant deficiencies. Material weaknesses and significant deficiencies will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.
- b. Deficiencies noted in internal control which did not rise to the level of being a material weakness or significant deficiency, yet are important enough to merit attention by those charged with governance. These deficiencies are described in detail later in this letter.

2. Violations of laws, rules and regulations and provisions of contracts or grant agreements.

- a. Material violations of laws, rules and regulations and provisions of contracts or grant agreements. Material violations will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.

- b. Immaterial violations of laws, rules and regulations and provisions of contracts or grant agreements. These violations are described in detail later in this letter.
3. All unadjusted proposed audit adjustments to the financial statements which were not corrected, including the nature, amount and effect of the uncorrected misstatements. These adjustments have been determined by management to be immaterial, both individually and in the aggregate, to the financial statements, taken as a whole. The lead schedule of potential audit adjustments has been given to and discussed with Mary Jo Nelson, Finance Officer.

Deficiencies Noted in Internal Control Which Are Material Weaknesses Or Significant Deficiencies which are included in the schedule of current audit findings in the audit report:

None Disclosed.

Deficiencies Noted in Internal Control Which Did Not Rise To The Level Of Being A Material Weakness or Significant Deficiency Yet Important Enough To Merit Attention Of Those Charged With Governance:

The annual report contained some classification and accrual type errors that were adjusted. We recommend care be taken when preparing the annual financial report and recording accrual transactions.

Material Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements which are included in the schedule of current audit findings in the audit report:

The Municipality incurred expenditures in excess of appropriations contrary to SDCL 9-21-25. We recommend that the Municipality refrain from incurring any expenditure in excess of the amount appropriated as required by SDCL 9-21-25.

Immaterial Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements

At December 31, 2017 First National Bank was undercollateralized by approximately \$1.3 million contrary to SDCL 51A-10-9. By August 23, 2018 amounts pledged were adequate. We recommend the Municipality monitor bank balances and amounts local banks have pledged as collateral.

We also noted other less significant items through out the course of the audit that were discussed with management.

This communication is intended solely for the information and use of the South Dakota Legislature, state granting agencies, and the governing board and management of the Municipality of Deadwood and is not intended to be and should not be used by anyone other than these specified parties. However, as required by South Dakota Codified Law 4-11-11 this report is matter of public record and its distribution is not limited.

If you have any questions, please contact me.

Sincerely,

Bruce Hintz
Auditor-in-Charge

11-5-18
7A

Whereas, City of Deadwood, City of Lead and Lead-Deadwood School District have come together to collaborate for the services of a School Resource Officer; and

Whereas, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

Now, Therefore, it is hereby agreed by and between the parties as follows:

- One (1) School Resource Officer is needed in Lead for the Middle School and High School.
- One (1) School Resource Officer is needed in Deadwood for the Elementary School.
- The City of Deadwood shall employ the School Resource Officer.
- The School Resource Officer's schedule will follow the school calendar.

Financial obligations for the parties for the School Resource Officer placed in Lead are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- City of Lead will pay an amount not to exceed \$12,500.00.
- Lead-Deadwood School District pays the balance of salary.

Financial obligations for the parties for the School Resource Officer placed in Deadwood are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

The City of Deadwood will bill the City of Lead and the Lead-Deadwood School District annually for their portion of expenses.

The undersigned parties have agreed to this MOU:

For City of Lead:

Mayor

Date: _____

For City of Deadwood:

Mayor

Date: _____

For Lead-Deadwood School District:

Superintendent

Date: _____

For City of Lead:

Attest Finance Officer

Date: _____

For City of Deadwood:

Attest: Finance Officer

Date: _____

For the Lead-Deadwood School District:

Attest: Business Manager

Date: _____

Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

Deb Lullie (C. Trema)

P. O. Address _____

Subscribed and sworn to before me this 17th day of Oct 2018

Sally Atkinson Deputy

(Name of Office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	TAXABLE VALUATION	TAX	AMT. OF ABATEMENT OR REFUND	
					ASKED	ALLOWED
SCHOOL LOT 73, CITY DEADWOOD	2012	\$8,362			\$8,362	
LAWRENCE COUNTY SOUTH DAKOTA	2013	\$8,464			\$8,464	
ACCORDING TO P. L. ROGERS MAP	2014	\$8,529			\$8,529	
OF SAID CITY OF DEADWOOD	2015	\$8,805			\$8,805	
	2016	\$4,366			\$4,366	
PARCEL # 30075-00073-000-00	2017	\$4,333			\$4,333	
	2018	\$4,320			\$4,320	

Approved Disapproved by City or Township Board
Dated 20

Chairman City or Twp. Board
Approved by authority of Subdivision of SDG 57,080
Dated 20

Chairman County Board

Rejected
Reasons

Dated 20
Chairman County Board
Applicant advised of action by notice dated 20

County Auditor

No. _____
Application
FOR
Abatement or Refund
OF

Mr. _____

P. O. _____

OFFICE OF COUNTY AUDITOR

County

Received and filed in my office on

_____, 20____

County Auditor

By _____ Deputy

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF LAWRENCE COUNTY
SOUTH DAKOTA:STATE OF SOUTH DAKOTA
County of LAWRENCE } ss.I, LAWRENCE COUNTY, being first duly sworn depose
and say that...he has ground... for abatement or refund of taxes under the provisions of SDC 57.0801 as
indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- ☐ 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- ☐ 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making the assessment;
- ☒ 3. When the complainant or the property is exempt from the tax;
- ☐ 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- ☐ 5. When taxes have been erroneously paid or error made in making payments or issuing receipt therefor;
- ☐ 6. When the same property has been assessed against the complainant more than once in the same year and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes while a tax certificate is outstanding.

MARK CHRISTIAN NAZIGIAN QUIT CLAIM DEEDED SCHOOL LOT 73, CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA; ACCORDING TO P.L. ROGERS MAP OF SAID CITY OF DEADWOOD
TO LAWRENCE COUNTY ON OCTOBER 15, 2018. DEED WAS FILED OCTOBER 16, 2018.

TAXES TO BE ABATED ARE AS FOLLOWS: PARCEL # 30075-00073-000-00

2012	VALUE	\$8,362	TAXES	\$190.12
2013	VALUE	\$8,464	TAXES	\$199.18
2014	VALUE	\$8,529	TAXES	\$199.48
2015	VALUE	\$8,805	TAXES	\$199.46
2016	VALUE	\$4,366	TAXES	\$ 92.44
2017	VALUE	\$4,333	TAXES	\$ 91.66
2018	VALUE	\$4,320	TAXES	\$

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605) 578-3082 • Fax (605) 578-3101

11-5-18
7F

November 5, 2018

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Water Leak Street Repair and Schmidt Construction

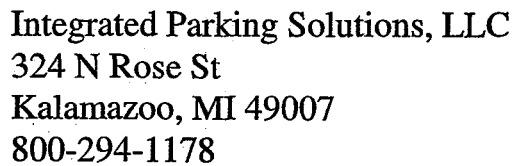
SUMMARY

On October 17th thru 19th the Water Dept., along with help from the Streets Dept., repaired a water leak on our high pressure water main on Burnham Ave. This repair included the demolition of three concrete street panels and the total closure of Burnham Ave. between Pearl St. and Dakota St.

With the unpredictability of the weather this time of the year, the steep grade of Burnham Ave. and the need to allow a minimum of one week cure time for the replacement concrete panels, I determined it necessary to make the concrete repairs as soon as possible. I engaged Schmidt Construction (who was immediately available) to do this work for the City. Delaying this work until after the November 5th Commission could have caused some unnecessary safety issues for both the traveling public and our Street Dept.

RECOMMENDATION

It is my recommendation that the Commission approve payment to Schmidt Construction for \$3,901.00.



804 500
PARKING
AND
TRANS
422

Agenda 11-5-18

76 Invoice

Date	Invoice #
9/4/2018	6371

Bill To	
City of Deadwood 100 Sherman Street Deadwood, SD 57732 Attn: Dusty Barker	

Ship To

P.O. Number	Terms	Via	F.O.B.	Project
	Net 30			

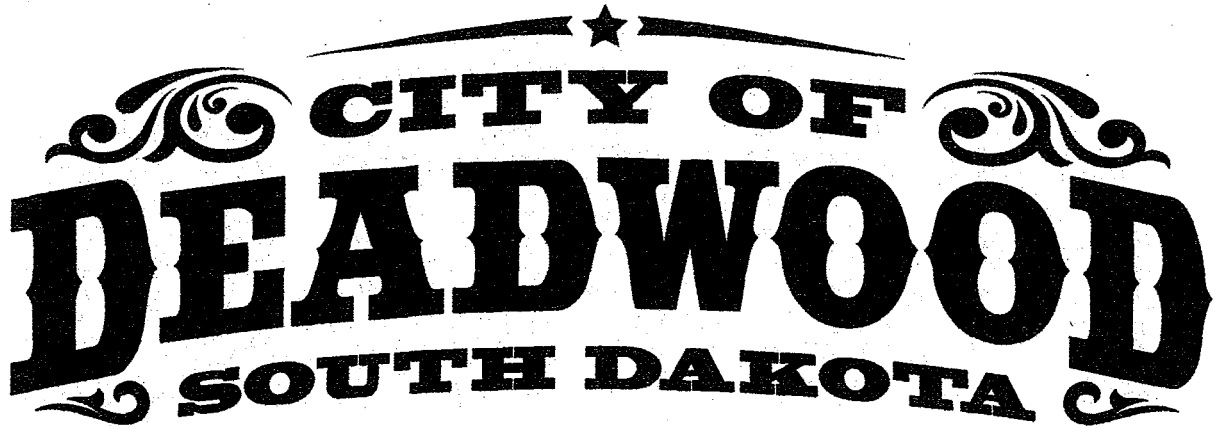
Quantity	Item Code	Description	Price Each	Amount
1	Maintenance Software	Annual Maintenance for the Integrator 2000 Parking Enforcement base station software, for the period beginning October 1, 2018 through September 30, 2019.	3,240.00	3,240.00
2	HH Soft Maintenance	Annual Maintenance for the IntegratorPro™ MApp Handheld Software on 2 handhelds for the same period.	108.00	216.00

Thank you for your business.

Total

\$3,456.00

11-5-18 74



**City of Deadwood
Special Event
Permit Application and
Facility Use
Agreement for
Winter's Fat Classic 2019**

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☒ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☐ Other

Event Title: WINTER'S FAT CLASSIC

Event Date(s): FEB 2, 2019 (month, day, year) Total Anticipated Attendance: 150

(# of Participants 100 # of Spectators 50)

Actual Event Hours: (from): 1630 AM / PM (to): 2000 AM / PM

Location / Staging Area: Deadwood Visitor's Center and Deadwood Mickelson Trailhead (end of race)

Set up/assembly/construction Date: 2/2/19 Start Time: 1600 AM / PM

Please describe the scope of your setup / assembly work (specific details):

Dismantle Date: 2/2/19 Completion time: 2030 AM / PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

Deadwood Main Street on 2/2/19 from 1630 to 1745 or until all riders have reached the trailhead.

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Winter's Fat Classic, LLC

Chief Officer of Organization (NAME): Robert Cota

Applicant (NAME): Robert Cota Business Phone: 605 639-1309

Address: 232 W Michigan St Spearfish SD 57783
(city) (state) (zip code)

Daytime phone: 605 639-1309 Evening Phone: () Fax #: ()

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: _____

Address: _____ (city) _____ (state) _____ (zip code)

Robert Cota

605-639-1309

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

NO YES



Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):

A fee was paid prior to event start to participate in the race.

OVERALL EVENT DESCRIPTION:

ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

We would like the race to begin at the visitor's center in Deadwood, SD. We will only have bicycles and a few volunteers with vehicles within the roundabout of the parking area. From the center, racers will have a police escort onto historic Main Street towards the Mickelson Trailhead parking lot. Riders will take Main St and then turn left onto Pine St. They will turn right onto Water St. They will ride across the parking lot to the trailhead where racing begins. Riders will also finish at the Mickelson Trailhead. There will be volunteers, racers' family and friends, and their vehicles at the finish line. Those vehicles will only be utilizing the public parking lot at the trailhead. At the finish line, we will have at least two pop-up tents or one small event tent for volunteers and finishers. There will be a make-shift finish line with flagging that will be removed once all racers have finished.

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605) 578-3082 • Fax (605) 578-3101

11-5-18

7I

November 5, 2018

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

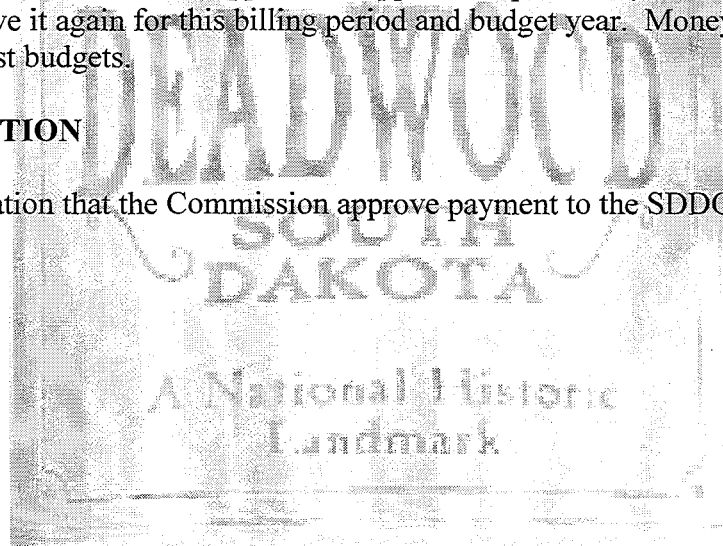
Subject: Final Bill for the Gateway Park in Pluma

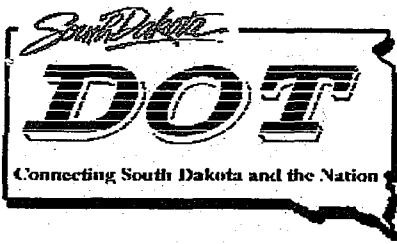
SUMMARY

The Final bill, from the SDDOT, for the Gateway project in the Pluma area, is included in the bill list. This project was completed almost two years ago however, the wheels at the SDOT seem to turn a bit slow sometimes. Everything included in this invoice has been approved by the Commission previously. Since these approvals happened in previous years, it may be appropriate to approve it again for this billing period and budget year. Money for this has been carried over from past budgets.

RECOMMENDATION

It is my recommendation that the Commission approve payment to the SDDOT in the amount of \$30,824.50





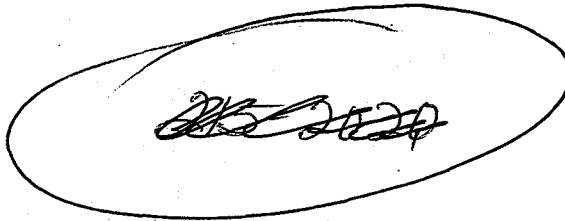
Department of Transportation
Division of Finance and Management

700 E. Broadway
Pierre SD 57501-2586
605/773-3265 FAX: 605/773-2804

INVOICE S00105377

10/15/2018

10496
DEADWOOD CITY AUDITOR
102 SHERMAN ST
DEADWOOD SD 57732-1309



Description

Final Bill

Amount due the South Dakota Department of Transportation for share of costs paid
by the State in connection with Project PTAPR(04) 04QE

In Deadwood, on the North Side of US85, Connecting to the Existing Mickelson Trail.

Participating highway work	104,211.11	18,810.11
Agreement 715182		
Share %	18.05	
Participating highway work	211,635.09	211,635.09
Agreement 715182		
Share %	100.00	
		230,445.20
Less: Previous Billed		(223,445.46)
		6,999.74
Non-participating work	508,266.13	508,266.13
Agreement 715182		
Share %	100.00	

PLEASE CUT ON THE LINE AND SEND WITH YOUR PAYMENT

Remit To: Finance Office
SD Department of Transportation
700 E Broadway
Pierre SD 57501-2586

10496
DEADWOOD CITY AUDITOR
102 SHERMAN ST

DEADWOOD SD 57732-1309

Invoice: S00105377

Date 10/15/2018

Due Date 10/16/2018

Amount Remitted:

I declare and affirm under the penalties of perjury that this claim has
been examined by me, and to the best of my knowledge and belief, is in
all things true and correct.

Marissa Dean
Authorization

10-15-18
Date

10496
Deadwood, City of
102 Sherman Street
Deadwood SD 57732-1309

FINAL AMOUNTS

Project P TAPR(04) PCN 04QE
In Deadwood, on the North Side of US85, Connecting to the Existing Mickelson Trail.

<u>Amount</u>	<u>Vendor</u>	<u>Description of Work</u>
38,124.07	TSP, Inc.	P Construction Administration
<u>38,124.07</u>		

TSP, Inc. - Agreement 410553/410715 (Work Order R-03-14)

<u>Amount</u>	<u>Vendor</u>	<u>Description of Work</u>
508,046.76	Oftedal Construction, Inc.	N Shared Use Path
262,067.40	Oftedal Construction, Inc.	P Shared Use Path
<u>770,114.16</u>		

Preliminary Engineering

<u>Function</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description of Work</u>
3004	<u>219.37</u>	State Forces	N Payment For Plans Reproduction
	219.37		

Construction Engineering

3410	155.83	State Forces	P Conduct Construction Survey
3420	8,391.68	State Forces	P Perform Inspection and Testing
3430	4,252.67	State Forces	P Manage Construction Project
3447	111.52	State Forces	P Conduct Environmental Survey
3537	<u>2,743.03</u>	State Forces	P Ensure Labor Law Compliance
	15,654.73		

FUNDING

FINAL

85,401.00	Federal (81.95%)	P
<u>18,810.11</u>	City (18.05%)	
104,211.11		
 211,635.09	 City (100%)	 P
 508,266.13	 City (100%)	 N

Description

Final Bill

Less: Previous Billed

Amount Due this Invoice

508,266.13

(484,441.37)

23,824.76

30,824.50

PLEASE CUT ON THE LINE AND SEND WITH YOUR PAYMENT

Remit To: Finance Office
SD Department of Transportation
700 E Broadway
Pierre SD 57501-2586

10496
DEADWOOD CITY AUDITOR

102 SHERMAN ST

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Authorization

Date

DEADWOOD SD 57732-1309
Invoice: S00105377
Date 10/15/2018
Due Date 10/16/2018

Amount Remitted:



United States
Department of
Agriculture

Forest
Service

Black Hills National Forest
Supervisor's Office

www.fs.usda.gov/blackhills

1019 N. 5th Street
Custer SD 57730-8214
Tel. 605/673-9200
FAX 605/673-9350

11-5-18 7J

File Code: 1580

Date: October 24, 2018

KEVIN KUCHENBECKER
HISTORIC PRESERVATION OFFICER
CITY OF DEADWOOD
108 SHERMAN STREET
DEADWOOD, SD 57732

Dear Mr. Kuchenbecker:

Enclosed are three original signature copies of Collection Agreement #19-CO-11020308-006. This agreement is for funding of the interpretative panels layout and production, and installation at the Mount Roosevelt Friendship Tower site.

If this agreement meets with your approval, please sign all three copies and return in the enclosed envelope. You will receive an executed copy once all signatures are obtained.

If you have any questions please contact Project Manager John Kelley at (605) 642-4622 or me at (605) 716-2119.

Sincerely,

DAVID GRAHAM
Grants and Agreements Specialist

Enclosures

w/o enclosures
cc: Dave Graham





FS Agreement No. 19-CO-11020308-006

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
DEADWOOD HISTORIC PRESERVATION COMMISSION
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
REGION 2, BLACK HILLS NATIONAL FOREST
NORTHERN HILLS RANGER DISTRICT

This COLLECTION AGREEMENT is hereby entered into by and between the Deadwood Historic Preservation Commission, hereinafter referred to as "Cooperator", and the United States Department of Agriculture (USDA), Forest Service, Region 2, Black Hills National Forest, Northern Hills Ranger District, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Black Hills National Forest, Northern Hills Ranger District, participates in the City of Deadwood Historic Preservation Commission's program by hosting historic sites. The City of Deadwood charges fees and taxes to city visitors and provides funding back to participating entities through grants. These grants provide support funding for preservation, rehabilitation, restoration, and interpretation, of historic sites in the Deadwood and Northern Black Hills area.

Title: NH AGR Mt Roosevelt Interpretation

- I. **PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Cooperator to the U.S. Forest Service to match local funds for interpretative panels layout and production, and installation at the Mount Roosevelt Friendship Tower site in accordance with the following provisions and hereby incorporated Financial Plan, Attachment A and Deadwood Historic Preservation Grant Application which was approved by the City of Deadwood on July 5, 2017 and extended on July 26, 2018, Attachment B.

II. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.



- 1) ASC RACA prepares the Bill for Collection with additional information that may include:

Project Title: DHPC - NH AGR Mt Roosevelt Interpretation
FS Agreement #: 19-CO-11020308-006

Cooperator Project Manager & Phone #: Kevin Kuchenbecker, (605) 578-2082
Cooperator Administrative Contact & Phone #: Meghan Wittmis, (605) 578-2082

FS Project Manager and Phone #: John Kelley, (605) 642-4622
FS Administrative Contact and Phone #: Dave Graham, (605) 716-2119

- 2) A Bill for Collection with attached Combined Spending and Payroll Details for Funded Programs (CSPDR) will be sent directly to the Cooperator Administrative Contact, FS Project Manager, and FS Administrative Contact. The Bill and CSPDR must match exactly.

C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator within 30 days of the project end date, a final report and financial accounting on the use of the grant.

D. Perform in accordance with the attached Financial Plan.

E. Be responsible for interpretive content development.

F. Be responsible for sign layout and production.

G. Be responsible for sign installation, supplies and materials.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Kuchenbecker Historic Preservation Officer 108 Sherman Street Deadwood, SD 57732 Telephone: (605) 578-2082 FAX: (605) 578-2084 Email: Kevin@cityofdeadwood.com	Megan Wittmis Historic Preservation Administrative Asst. 108 Sherman Street Deadwood, SD 57732 Telephone: (605) 578-2082 FAX: (605) 578-2084 Email: Meghan@cityofdeadwood.com



To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. COLLABORATION. The U.S. Forest Service and Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize Cooperator's participation in the project.
- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service Region 2, Black Hills National Forest Northern Hills Ranger District to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Region 2, Black Hills National Forest Northern Hills Ranger District will notify Cooperator when permission is granted.
- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. PROPERTY IMPROVEMENTS. Improvements placed by Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- L. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with Cooperator's contributions shall become the property of the U.S. Forest Service.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

MICHAEL JOHNSON, Chair
Deadwood Historic Preservation Commission

10/26/18

Date

DAVID RUTH Jr., Mayor
City of Deadwood, South Dakota

10-26-18

Date

STEVEN J. KOZEL, Northern Hills District Ranger
U.S. Forest Service, Black Hills National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

DAVID GRAHAM
U.S. Forest Service Grants Management Specialist

10-24-18

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # 19-CO-11020308-006

Cooperator Agreement #

Collection Agreement Financial Plan**Cooperator and FS Contributions**

COST ELEMENTS and related data			Cooperator Contribution	FS Non-cash Contribution	
Line Item Cost Subtotals			Subtotal	Subtotal	Combined Subtotals
PERSONNEL					
Resource Specialists (List all personnel):	Number of Hours	Hourly rate			
GS-11 Interpretive Content Development	25	\$44.12		\$1,106.40	\$1,106.40
GS-9 Interpretive Content Development	40	\$36.36		\$1,454.40	\$1,454.40
GS-7 Interpretive Content Development	40	\$29.73		\$1,189.20	\$1,189.20
Installation of signs by Volunteers or FS labor (TBD)	25	\$20.00		\$500.00	\$500.00
Subtotal, Personnel:	130.08		\$0.00	\$4,250.00	\$4,250.00
SUPPLIES					
Name and Type of Supplies:	Unit Cost	Quantity			
Sign Installation Supplies and materials				\$1,500.00	\$1,500.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00
CONTRACTUAL					
Describe Contracts that will most likely result from this project:					
Sign layout and Production for 4-6 signs			\$6,875.00		\$6,875.00
Sign Layout and Production for 4-6 signs				\$1,125.00	\$1,125.00
Subtotal, Contractual:			\$6,875.00	\$1,125.00	\$8,000.00
TOTAL DIRECT CHARGES			\$6,875.00	\$6,875.00	\$13,750.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	\$0.00		
Total Party Costs			\$6,875.00	\$6,875.00	\$13,750.00
TOTAL PROJECT COSTS					\$13,750.00

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Agenda 11-5-18

7K

Quote

No.: 60179

Date: 10/26/2018

Prepared for:

Mary Jo Nelson
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 U.S.A.

Account No.: 92
Phone: (605) 578-2600
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
1	HP ProDesk 400 G5 SFF Desktop - i5-8500 3GHz - 8GB RAM - 256GB SSD - Windows 10 Pro 64-bit - DVD-RW - 3yr. Warranty	EA	\$754.00	\$754.00
1	Project Installation & Configuration	EA	\$750.00	\$750.00

Your Price: \$1,504.00

Total: \$1,504.00

Prices are firm until 10/30/2018

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 10/26/2018

Accepted by:

Ronda Morrison

Date: 10-26-18

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.
Applicable taxes and/or additional freight charges may be added on to the invoice.
Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote

No.: **60176**

Date: **10/26/2018**

Prepared for:

Misty Trehwella
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 U.S.A.

Account No.: 92

Phone: (605) 578-2600

Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
2	HP LaserJet Pro M402dne Laser Printer - Monochrome - 1200 x 1200 dpi	EA	\$382.00	\$764.00
2	HP Hardware Support - 3 Year Upgrade - Service - Next Business Day - On-site - Exchange - Labor - Physical Service	EA	\$59.00	\$118.00
1	HP 26A Toner Cartridge - Black - Laser - 3100 Page	EA	\$165.00	\$165.00

Your Price: \$1,047.00

Total: \$1,047.00

Prices are firm until 10/30/2018

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 10/26/2018

Accepted by:

Ronda Morrison

Date: 10-26-18

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

11-5-18
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Symposium on the Future of Libraries

S Y M P O S I U M**ON THE FUTURE OF LIBRARIES**

ALA American Library Association

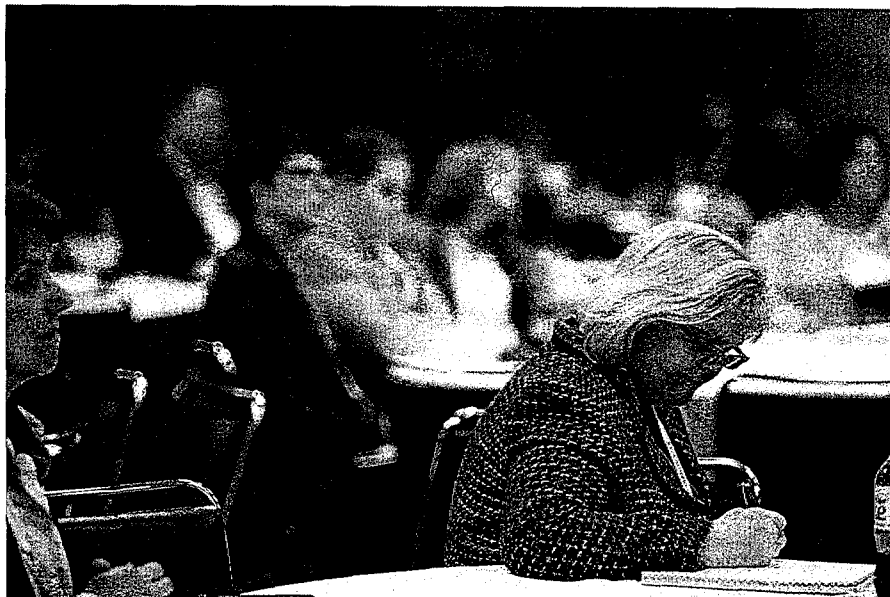
Included in your 2019 ALA Midwinter Meeting and Exhibits full registration, three days of exploring the many futures for academic, public, school, and special libraries—Saturday, Sunday, and Monday of Midwinter.

Check out the schedule for the Symposium
(<http://2019.alamidwinter.org/symposium-schedule>) – with more sessions and speakers to be added soon.

Sponsored by ALA's Center for the Future of Libraries, the Symposium will consider the near-term trends already inspiring innovation in libraries and the longer-term trends that will help us adapt to the needs of our communities.

- Plenary sessions with civic, social, and education innovators creating what's next for cities, campuses, and communities.
- Insights from the library professionals introducing new services, spaces, collections, and partnerships.

- Discussions with experts and innovative thinkers from allied professions and disciplines sharing their visions for the future, helping us think beyond our current work.



The Symposium integrates and builds on the Midwinter Meeting's popular **ALA Masters Series** and **News You Can Use** (<http://2019.alamidwinter.org/news-you-can-use>) updates, highlighting new research, innovations, and advances in libraries.

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Featured Speakers



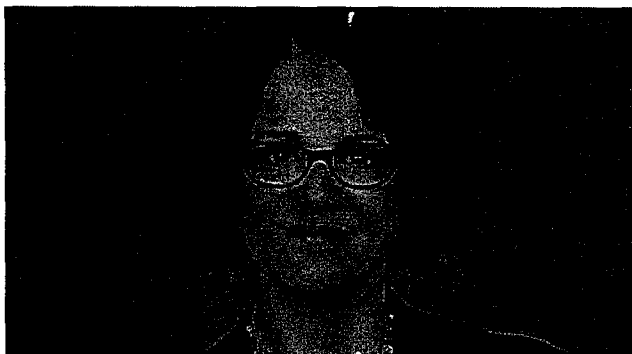
Melinda Gates
Opening Session

[\(/speaker/melinda-gates\)](/speaker/melinda-gates)



Rick Steves
Auditorium Speaker Series

[\(/speaker/rick-steves\)](/speaker/rick-steves)



Robin DiAngelo
ALA President's Program

(/speaker/robin-diangelo)

(<https://www.ala.org>)

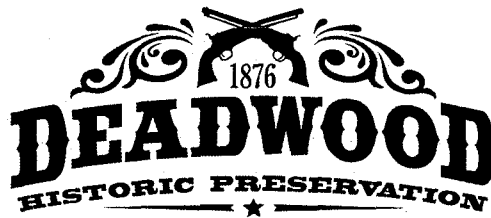
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OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



11-5-18 7P
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: October 31, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #1 – 55 Taylor Retaining Wall

RCS Construction has responded to the Proposal Request from Albertson Engineering, Inc. for the following matters:

- Change Order #2: Drainage Revised Plan

A copy of the Proposal Request and Change Order are attached.

Original contract amount was \$80,000.00. Change Order #1 is in the amount of \$3,751.00, bringing the total contract to \$83,751.00.

Staff and the design professional have reviewed the request as submitted. While this office does not desire Change Orders, staff does agree with the need of the scope of work and therefore, recommends approval of the change order.

PROPOSAL REQUEST

PROJECT:

55 Taylor Street
Deadwood, South Dakota

OWNER:

City of Deadwood
Deadwood, South Dakota

TO CONTRACTOR:

RCS Construction
2400 Commerce Road
Rapid City, SD 57702

PROPOSAL REQUEST NO.: 2

DATE: October 29, 2018

CONTRACT FOR:

AEI PROJECT NO. : 2018-144

ENGINEER:

Albertson Engineering, Inc
3202 West Main St, Suite C
Rapid City, SD 57702

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Description of work involves adjusting the slope of surface drainage along paved area of project. Work also involves adding an underground PVC drain line and area drain which connects to the City storm system. See attached Sheet S1 with RFP#2 scope indicated.

REQUESTED BY:

Jared Schippers, PE
Albertson Engineering, Inc.



October 29, 2018

Albertson Engineering, Inc.
Jared Schippers, PE
3202 W. Main Street
Rapid City, SD 57702

RE: 55 Taylor Street
Change Proposal #02 – Drainage Revised Plan

Dear Jared,

Enclosed, please find our proposal cost summary for the revised drainage plan per proposal request #2. No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull

Josiah Scull
Project Manager
R.C.S. Construction, Inc.

CC: File



Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-9337
Phone (605) 342-3787 • Fax (605) 348-4041
www.rcsconst.com



R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 55 Taylor Street

RFP # 02

Drainage Plan Revised

Date:

10/29/2018

General Contractor:		MATERIAL	LABOR	EQUIP.	SUBS.
1	R.C.S. Construction Inc. - Trenching for Pipe		\$1,400.00	\$100.00	
2	Install pipe and area drain		\$1,000.00		
3					
4					
5					
Subcontractors/ Suppliers:					
1	Area drain and pipe materials	\$460.00			
2					
3					
4					
5					
Taxes - Material - Equip 6.5%		\$29.90		\$6.00	
Labor Markup incl%			\$0.00		
TOTALS:		\$489.90	\$2,400.00	\$106.00	\$0.00

RECAP

Material		\$489.90
Labor		\$2,400.00
Equipment		\$106.00
Subs		\$0.00
Subtotal		\$2,995.90

GC - Overhead	10%	\$299.59
Subtotal		\$3,295.49

GC - Profit	10%	\$329.55
Subtotal		\$3,625.04

Insurance	1.40%	\$50.75
Subtotal		\$3,675.79

Excise Tax	2.04%	\$75.02
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TERO/Solid Waste	5.00%	\$0.00
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Net Increase or Decrease		\$3,750.81
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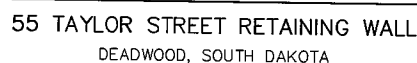
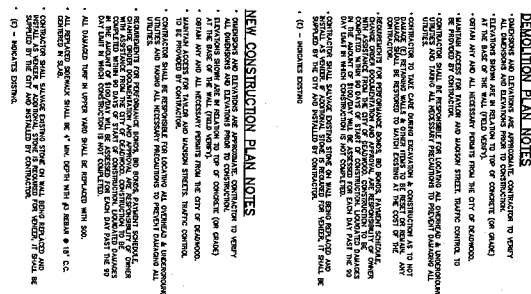
RECAP

Contractor Costs		\$3,750.81
Subcontractor Costs		\$0.00
Net Increase or Decrease		\$3,751
Change in Working days		0

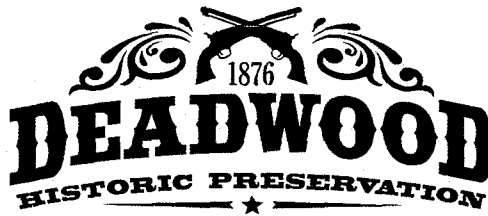
Signed:

Josiah Scull

Josiah Scull, Project Manager
R.C.S. Construction



OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



11-5-18 70

Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

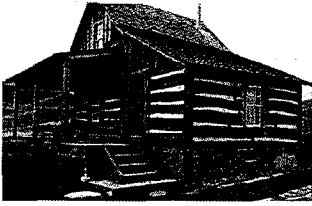
MEMORANDUM

Date: October 31, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Tom Kruzel, Transportation & Facilities Manager
Bob Nelson, Jr., Zoning Administrator
Re: G.S.R. Construction - Crow's Nest

Staff is asking City Commission for approval to pay G.S.R Construction in the amount of \$2,845.00 to be paid out of the HP Capital Assets Rodeo Grounds account for interior chinking on the Crow's Nest.

Recommended Motion: *Move to approve payment to G.S.R Construction in the amount of \$2,845.00 to be taken out of the HP Capital Assets Rodeo Grounds account.*

INVOICE



Bob Nelson
(605) 641-7733

Greg Robley / G.S.R Construction

20828 Boulder Creek Rd.
Sturgis, Sd 57785

Phone: (406) 579-0400

Email: grobley73@gmail.com

Payment Terms

Due upon receipt

Invoice #

000015

Date

10/23/2018

Description	Total
Chinking	\$2,800.00
Interior chinking on the Crow's nest.	
Staining	\$45.00
Exterior staining on the ticket booth, I stained all the new wood trim around doors and windows to match.	

Subtotal	\$2,845.00
Total	\$2,845.00

Notes:

I didn't chink around the window on the outside of the Crow's nest because, window trim of some sort needs to be installed.

*HP Capital Assets
Rodeo Grounds*

11-5-18 7R



April 9, 2018

City of Deadwood
Attn: Bob Nelson Jr., Zoning Administrator / City Planner
108 Sherman Street
Deadwood, South Dakota, 57732

RE: Civil Engineering Design Services Proposal
Deadwood Pedestrian Way from Armory Street to Pine Street
Deadwood, South Dakota

Dear Bob,

ACES is pleased to submit this Proposal for the Civil Engineering Design Services for the Deadwood Pedestrian Way from Armory Street to Pine Street. With the potential Deadwood Pavilion project creating a large parking lot south of Armory Street, additional pedestrian traffic is anticipated between Armory Street and Pine Street. The City of Deadwood would like to provide a safe efficient way for pedestrians to travel between Armory Street and Pine Street. ACES has attached a map to this Proposal showing the approximate location of the pedestrian way. Most of the pedestrian way would be located within the South Dakota DOT Right-of-Way but a section will be located on private property and will require an easement. Based on feedback from the City the public already uses this approximate path and a pedestrian way is needed.

ACES services as listed below would bring the design to a complete bid package, so when the City of Deadwood is ready to proceed with the project, it can be bid and proceed with construction at any time in the future.

The Scope of Services:

- Topographic Survey of Property and Right-of-Way where pedestrian way shall be located
- Prepare Easement Document, as necessary
- Provide a concept plan of most efficient safe pedestrian way from Armory St. to Pine St.
 - Design options with colored concrete, crosswalk patterns and alternatives
- Prepare Demolition Plan
- Prepare Improvement Plan for pedestrian way
- Prepare Detail Sheets
- Prepare Complete Bid Package
- Provide Design Interpretation and Clarification
- Provide an Engineer's Estimate

All design work will meet Owner/Contractor requirements and City of Deadwood Standards.

Geotechnical testing and Engineering report are not included as part of this proposal.

The Lump Sum fee includes the scope of services listed above:

Design Concept, Topographic Survey, Bid Package, & Engineer's Estimate:

Lump Sum Fee: \$ 8,900.00

All reimbursable costs are included. The fee listed above does not include taxes.

ACES will provide bidding and construction administration on a negotiated or hourly basis. We will also provide any additional services upon request and on demand.

The hourly rates are as follows:

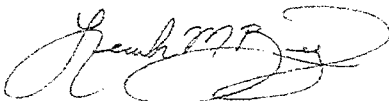
Principal Engineer:	\$ 135.00/hour
Engineer:	\$ 100.00/hour
Engineer-In-Training:	\$ 80.00/hour

It is understood that the City of Deadwood does not currently have a set schedule for this project.

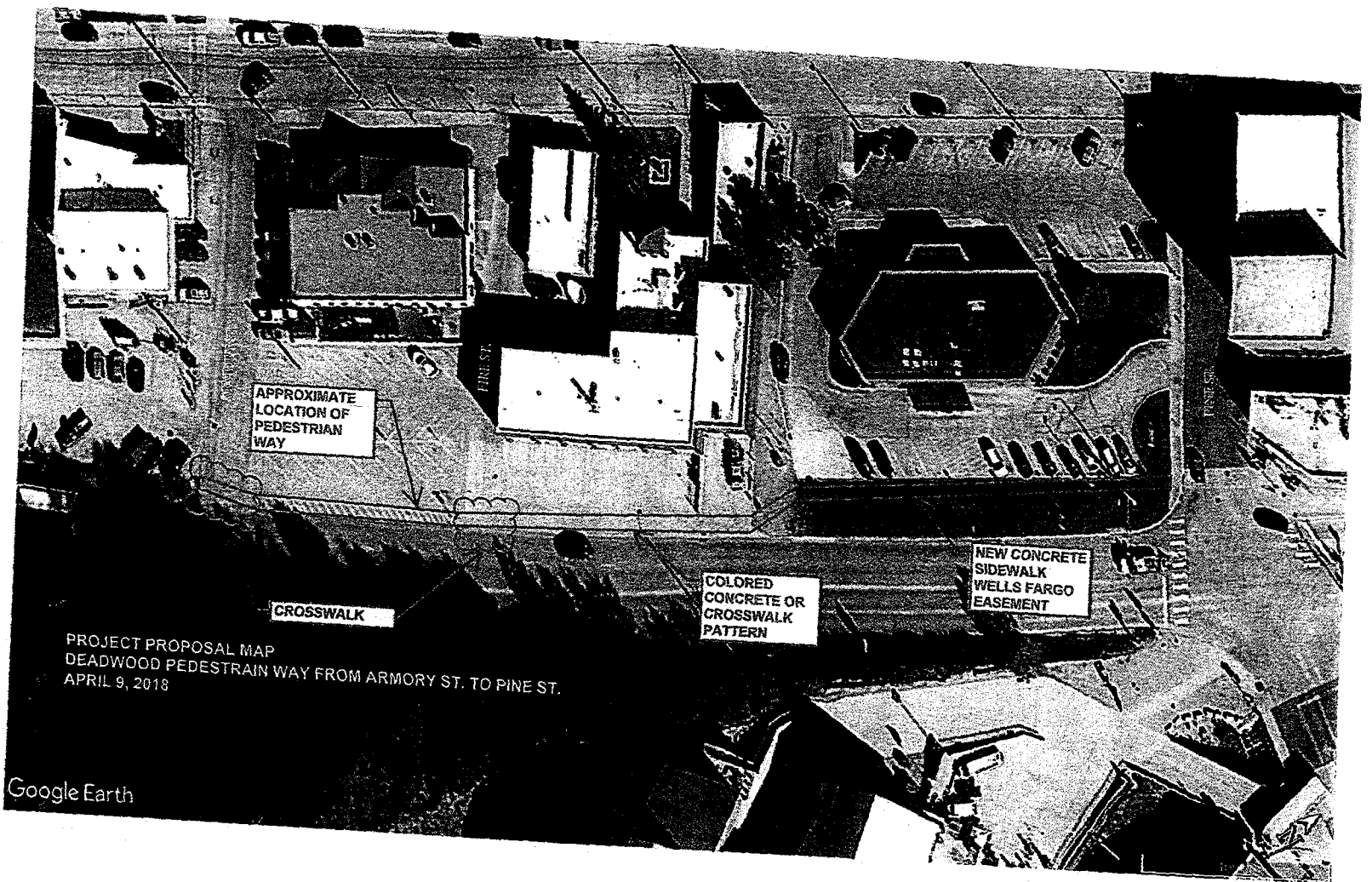
This proposal is based on our understanding of the services requested by The City of Deadwood in a brief meeting on March 5, 2018 in Deadwood. If our understanding of the scope is missing any project items, or if we have included a service outside of the request intent, please feel free to let us know so that proper adjustments may be made to this Proposal.

ACES truly appreciates the opportunity to continue to work with the City of Deadwood. If you have any questions or comments please free to contact me at 605.545.1120 (LBerg@proacesinc.com) or Mr. Dirk Jablonski, P.E. at 605.415.0794 (DJablonski@proacesinc.com).

Sincerely,



Leah M. Berg, P.E.
President



Google Earth

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 5, 2018 ("Effective Date")

between

City of Deadwood, Deadwood, South Dakota ("Owner")

and

Affordably Creative Engineering Services, Inc. (ACES) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Deadwood Pedestrian Way from Armory St. to Pine St. Deadwood, South Dakota ("Project").

With the Deadwood Pavilion project creating a large parking lot south of Armory Street, additional pedestrian traffic is anticipated between Armory Street and Pine Street. The City of Deadwood would like to provide a safe efficient way for pedestrians to travel between Armory Street and Pine Street. ACES has attached a map to this Agreement as Exhibit 1, showing the approximate location of the pedestrian way. Most of the pedestrian way would be located within the South Dakota DOT Right-of-Way but a section will be located on private property and will likely require an easement. Based on feedback from the City the public already uses this approximate path and a pedestrian way is needed.

ACES services as listed below would bring the design to a complete bid package.

Engineer's Services under this Agreement are generally identified as follows:

Investigative Services

- Topographic Survey of Property and Right-of-Way where pedestrian way shall be located
- Prepare Easement Document, as necessary

Design Services

- Provide a concept plan of most efficient safe pedestrian way from Armory St. to Pine St.
 - Design options with colored concrete, crosswalk patterns and alternatives
- Prepare Demolition Plan
- Prepare Improvement Plan for pedestrian way

- Prepare Detail Sheets
- Prepare Complete Bid Package
- Provide Design Interpretation and Clarification
- Provide an Engineer's Estimate

All design work will meet City of Deadwood Standards.

Excluded Services:

- Geotechnical testing with report
- Bidding Services
- Construction Administration

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01 and 8.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

Notice to Proceed (Commission Meeting)	November 5, 2018
Topographic Survey Complete	November 26, 2018
Preliminary Design Submitted to City Staff	December 31, 2018
City Review and Comment Period	January 1 - 14, 2019
Final Design Submitted to City Staff	February 4, 2019
City Review and Comment Period	February 5 – 12, 2019
Construction Documents Complete	February 25, 2019

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party, upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Engineer (1) waive against Owner, and 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 Engineer's total liability under this Agreement shall be limited to Engineer's total liability coverage which shall not be less than \$1,000,000.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.01 Dispute Resolution

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. A Lump Sum amount of \$ 8,900.00
(Eight Thousand, Nine Hundred Dollars and No Cents)
plus applicable taxes.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 8.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.*

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: _____

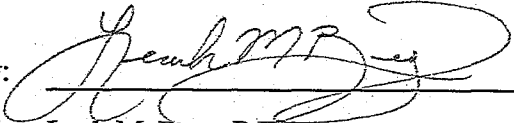
By: _____

Print: _____

Title: _____

Date Signed: _____

ENGINEER: Affordably Creative Engineering
Services, Inc.

By:  _____

Print: Leah M. Berg, P.E.

Title: President

Date Signed: October 19, 2018

Address: _____

Phone/Fax: _____

Email: _____

Address: _____

324 St. Joseph Street, Suite 200

Rapid City, SD 57701

Phone/Fax: 605-545-1120 / 605-716-1144

Email: LBerg@proacesinc.com

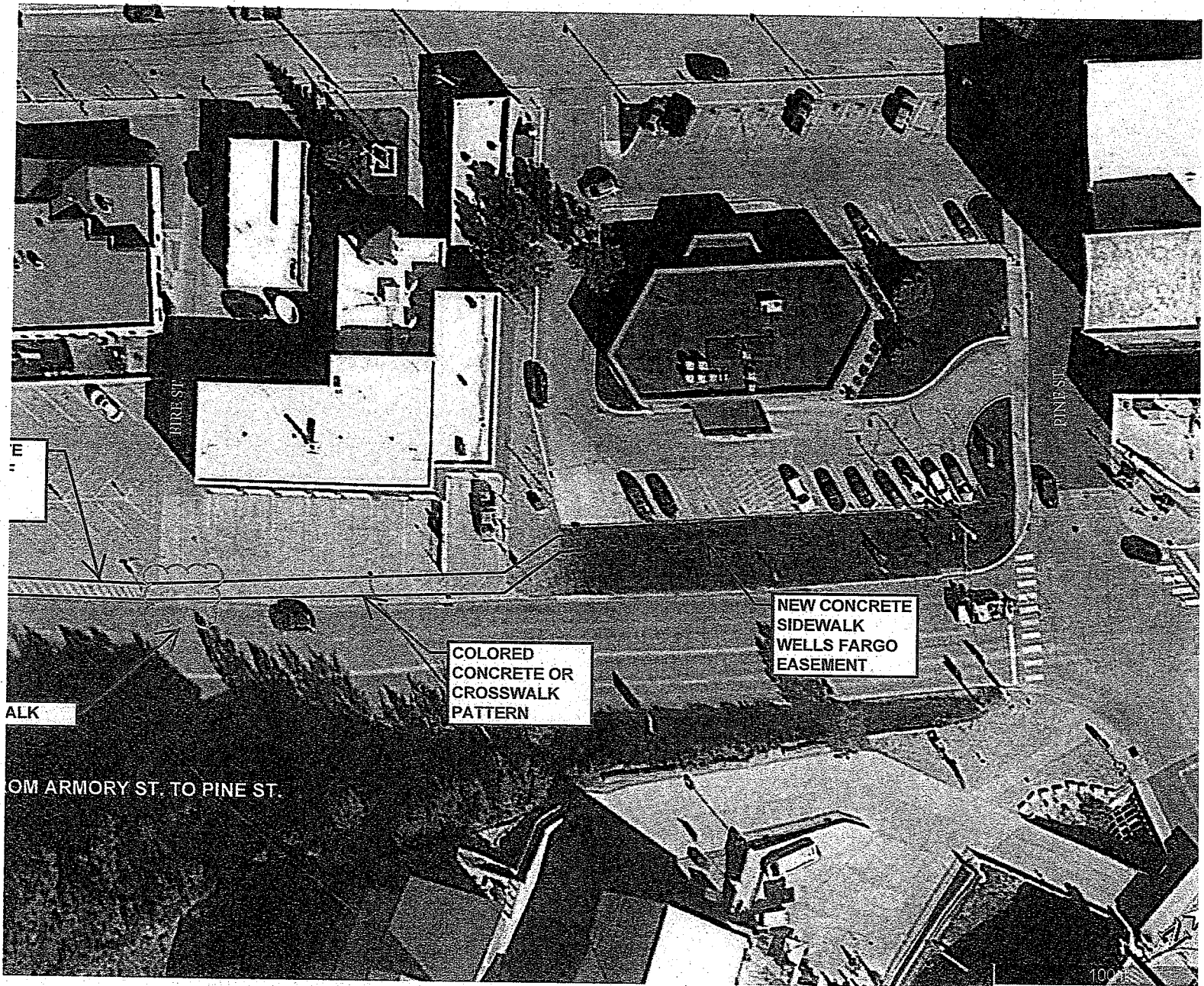
This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 5, 2018.

Engineer's Standard Hourly Rates

A. *2018 Standard Hourly Rates:*

<u>ACES Staff</u>	<u>Hourly Rate</u>
Principal Engineer / PE	\$ 135.00
Project Engineer / PE	\$ 100.00
Site Designer	\$ 100.00
Engineer / EIT	\$ 80.00
Drafting	\$ 65.00
Clerical	\$ 30.00

No additional charge for reimburseables.



E

ALK

OM ARMORY ST. TO PINE ST.

COLORED
CONCRETE OR
CROSSWALK
PATTERN

NEW CONCRETE
SIDEWALK
WELLS FARGO
EASEMENT

100



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/19/2018

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 TRJ Professional Group, Inc. P.O. Box 9067 Rapid City, SD, 57709		CONTACT NAME: Tom Johnson PHONE (A/C No. Ext.): (605)-716-6547 FAX (A/C No.): (605)-716-6534 E-MAIL ADDRESS: tom@trjprofessional.com		
INSURED AFFORDABLY CREATIVE ENGINEERING SERVICES 324 St. Joe, Suite 200 Ste 200 Rapid City, SD 57701 605-545-1120		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Travelers		
		INSURER B: XL Specialty Insurance Co.		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	680-6H40023A-18-47	1/15/2018	1/15/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Anyone person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	680-6H40023A-18-47	1/15/2018	1/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9J398807-18-47	1/15/2018	1/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
B	Professional Liab.	N	Y	DPS 9921224	01/15/2018	01/15/2019	Per Claim \$1,000,000 Pol Yr Agg. \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

The City of Deadwood
102 Sherman Street
Deadwood, SD 57732

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

AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 613590

BACKGROUND:

- A. On May 27, 2010, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "SDDOT," and the city of Deadwood, South Dakota, referred to in this Amendment as the "Local Government Authority," entered into a Maintenance Agreement for Traffic Signals on the State Highway System, which agreement, referred to in this Amendment as the "AGREEMENT," was signed by representatives of each party and assigned agreement number 613590 by the SDDOT.
- B. The SDDOT and the Local Government Authority wish to amend the AGREEMENT to include revisions to the signals installed at the intersection of United States Highway 14A (US14A)/United States Highway 85 (US85) and McKinley/Dunlop Avenue.

THE SDDOT AND THE LOCAL GOVERNMENT AUTHORITY AGREE AS FOLLOWS:

1. Paragraph 1. (k). is added to the AGREEMENT as follows:
 1. (k) The SDDOT will allow the signal installed at the intersection of US14A/US85 and Dunlop Avenue in Deadwood, Lawrence County, South Dakota, to be operated by the Local Government Authority as a seasonal signal. The Local Government Authority will cover the signal heads no later than October 1st of each year and will uncover the signal heads no earlier than April 30th of the following year. These dates can only be modified at the discretion of the SDDOT. The Local Government Authority will be responsible for the costs associated with maintenance of the signal system and the removal and installation of the signal head covers as well as any damage that may occur to the signal heads while covering or uncovering the signal heads. The Local Government Authority agrees that in the event of a failure of a major component of the signal system or when the entire signal system at this location requires replacement due to the condition or age of the system, the SDDOT will conduct a new warrant analysis and determine, in the SDDOT'S own discretion, whether the failed major component should be replaced, whether the entire signal system should be replaced, or whether the signal system should be removed entirely.
2. Except as specifically modified by this Amendment, all other terms and conditions of the AGREEMENT will remain in full force and effect.
3. The Local Government Authority has designated its Mayor as the Local Government Authority's authorized representative and has empowered the Mayor with the authority to sign this Amendment on behalf of the Local Government Authority. A copy of the Local Government Authority's Commission or Council minutes or resolution authorizing the execution of this Amendment by the Local Government Authority's authorized representative is attached to this Agreement as **Exhibit D**.

This Amendment is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the SDDOT and the Local Government Authority to enter into the same.

City of Deadwood, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Secretary

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk_____
Special Assistant Attorney General

(CITY SEAL)

11-5-18 74

**CONTRACT BETWEEN CITY OF DEADWOOD AND
JACI CONRAD PEARSON, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Jaci Conrad Pearson of P.O. Box 631, Deadwood, South Dakota 57732 (hereinafter referred to as "PEARSON").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and PEARSON for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby PEARSON agrees to create and provide up to six (6) oral histories; and

PEARSON has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and PEARSON agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is PEARSON'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. PEARSON shall provide her own office space, equipment and materials to meet the requirements of this agreement.
4. PEARSON shall create and provide CITY with up to six (6) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2018.
5. Upon completion of each oral history, PEARSON shall provide CITY one copy of the transcribed interview, interview recordings, and oral history release form, and vouchers for work completed.

6. CITY shall pay PEARSON the sum of Six Hundred Seventy Five and 00/100 Dollars (\$675.00) per each completed oral history, for a total not to exceed Four Thousand Fifty and 00/100 Dollars (\$4,050.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. PEARSON shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event PEARSON does not complete six (6) oral histories by December 31, 2018, CITY shall pay PEARSON for all work fully completed up to December 31, 2018.
9. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
10. With the sole exception of the typing of transcriptions of interviews, PEARSON may not subcontract any portion of this contract or any portion of the work.
11. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
12. Copyright for the oral histories shall belong to **CITY**. Copyright for all transcribed interviews, interview recordings, and oral history release form shall also belong to **CITY**.
13. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, PEARSON shall provide to CITY all original documents produced at that time.
14. PEARSON is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and PEARSON. PEARSON does not have authority to hire any person on behalf of CITY.
15. PEARSON shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of PEARSON as set forth in this agreement.
16. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
17. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this _____ day of _____, 2018.

CITY OF DEADWOOD

By: _____
_____, Mayor

ATTEST:

City Finance Officer

Dated this _____ day of _____, 2018.

Jaci Conrad Pearson, Independent Contractor

State of South Dakota _____)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Jaci Conrad Pearson, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

ORDINANCE NO. 1281**AN ORDINANCE CONTINUING
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6
WITHIN THE CITY OF DEADWOOD AND
ESTABLISHING ASSESSMENTS**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

SECTION I: There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement District No. 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS on the 1st day of October, 2018 and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 5th day of November, 2018; and

SECTION II: A public hearing on the RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was held on the 5th day of November, 2018, at 5:00 p.m., at the City Commission meeting room located at 102 Sherman Street, Deadwood, South Dakota; and as a result of said hearing the Resolution of Intent adopted October 1, 2018 was approved by the City Commission of the City of Deadwood.

SECTION III: The estimated revenues to be raised by the Business Improvement Districts in 2019 are \$506,495.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows:

Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 10,000.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ 440,495.00
Contingency	\$ 56,000.00
TOTAL	\$ 506,495.00

SECTION IV: A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All hotels, motels, lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located within the city limits of Deadwood and affiliated with or have common ownership with any gaming establishment or property.

Business Improvement District No. 2: All other hotels, motels and lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting same criteria.

Business Improvement District No. 3: All hotels, motels, lodging establishments and bed and breakfast establishments within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

SECTION V: The purpose of the six Business Improvement Districts is to provide funds for the purposes set forth in Section III.

SECTION VI: The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all hotels, motels or other businesses offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, bed and breakfast lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

SECTION VII: The imposition of the General Occupation Tax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$100.00 per year or \$5.00 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table, poker table, video lottery machine, or other table game, excepting municipal five cent or less slot machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.167 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

B. District No. 2: Tax at the rate of \$25.00 per year or \$1.25 per square foot for twenty (20) square feet for each gaming device, slot machine, 21 table, poker table, other table game, or video lottery machine, excepting municipal five cent machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

C. District No. 3: Tax at the rate of \$50.00 per year per room or \$.167 per square foot per year per motel, hotel, or bed and breakfast establishments using 300 square feet for each room.

D. District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

D: District No. 5: Tax at the rate of \$50.00 per year or \$2.50 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, other table game or video lottery machine, excepting municipal slot machines.

E. District No. 6: inactive

SECTION VIII: Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January, for the first six (6) months of each year; and as of the 1st day of July for the second six (6) months of each year; with

adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

SECTION IX: Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January and like installments due on the 10th day of each following month..

SECTION X: All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid and received in the Finance Office by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood.

Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be

due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

SECTION XIII: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 17th day of December, 2018, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION XIV: Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 19th day of November, 2018.

CITY OF DEADWOOD

By: _____
David R. Ruth Jr., Mayor

ATTEST

Jessica L. McKeown, City Finance Officer

First Reading: November 5, 2018
Second Reading: November 19, 2018
Published: November 21, 2018
Effective: December 11, 2018



Administered by: Insurance Benefits, Inc.
4901 S. Isabel Place #110 - Sioux Falls, SD 57108
Phone: 800-233-9073 Fax: 605-275-6193
Email: info@sdmlwcfund.com

Agenda 11-5-18
11B

Deadwood, City of
2019 Renewal Billing

Member #: 47

Member: Deadwood, City of
Address: Mary Jo Nelson, Finance Officer
102 Sherman St
Deadwood, SD 57732

Invoice #: 17242
Inv Date: 10/15/2018
Billing Period: 1/1/2019
Thru: 1/1/2020

Code	Description	# Empl	Payroll	Rate	Contribution
5192	Parking Meters/Vending Machine	3	85,770	3.22	2,762
5506	Street & Road Const Incl Snow Removal/Cleaning	5	270,242	6.65	17,971
5606	Highway/Street Superintendent	1	91,952	2.99	2,749
6217	Grading (Landfill)	0	0	7.42	0
7382	Bus Company	23	233,204	4.94	11,520
7520	Waterworks	3	168,913	3.67	6,199
7590	Garbage Workers - Recycling Centers	0	0	4.89	0
7704a	Volunteer Fire Fighters	27	0	43.00	1,161
7704b	Jr. Firefighters	1	0	56.00	56
7720	Law Enforcement	20	907,890	3.41	30,959
7720a	Reserve Police	0	0	77.00	0
8380	Auto Service & Repair/Hwy Shop	2	118,018	3.54	4,178
8392	Parking Lots	5	43,938	3.15	1,384
8810	Clerical Incl. Board Members	23	693,904	0.39	2,706
8810a	Volunteer Board Members/Clerical/Librarians	21	0	10.00	210
9015	Buildings NOC Incl. Custodial	5	86,235	4.88	4,208
9015a	Miscellaneous Volunteers	0	0	10.00	0
9016	Amusement Park & Exhibitions	7	40,400	2.95	1,192
9063	Recreation Center - All Emp.	11	61,422	1.39	854
9102	Parks NOC (Incl. Lifeguards)	27	458,176	3.91	17,915
9410	Municipal/County Employees (Outside office)	3	203,446	2.83	5,758

Due Date: January 1, 2019

Make Checks Payable to:
SDML Workers' Compensation Fund
208 Island Drive
Ft. Pierre, SD 57532

Copy A - Return with payment

Totals:	187	\$3,463,510	\$111,782
Subtotal			\$111,782
Fund Modifier			0.870
Modified Contribution			\$97,250
Size Discount	4.70%		-\$4,571
Contribution - Size Discount			\$92,679
Renewal Credit	15.00%		-\$13,902
Return on Equity			-\$6,767
Loss Control Credit	9.00%		-\$6,481
Total Due			\$65,529

DEADWOOD

FIRE DEPARTMENT

737 MAIN STREET
DEADWOOD, SD 57732-1015
PHONE (605) 578-1212 • FAX (605) 578-1190
E-mail: firedept@rushmore.com

11-05-18
11C

Date: 8th October 2018

To: Honorable Mayor & Commissioners

From: Deadwood Fire Department

Ref: SCBA Purchase

The Deadwood Fire Department would like to order Self Contained Breathing Apparatus off the Brown County Bid. By ordering off this bid in the amount of \$54,657.85 it will save the city \$10,021.70. The FD has budgeted \$28,000.00 for 2018 & 2019 both. The order needs to be placed no later than 26th October 2018.

DFD would like to purchase \$27,923.80 in December 2018 and \$26,734.05 in January 2019 with delivery in late January early February 2019. Both payments will be made upon delivery and completed training.

All necessary paperwork to meet State Bidding requirements will be in Deadwood Finance Office prior to ordering.

Attached you will find a spreadsheet to compare list cost to bid cost and quantities to be ordered for 2018 and 2019, two completed order forms, and e-mails from Allegiant's salesman.

Brown County (Aberdeen), Brookings County (Brookings), Minnehaha County (Sioux Falls), Pennington County (Rapid City) have all applied and received SCBA bids and not sure if there are any counties large enough left in South Dakota to get a bid at these prices again.

Any questions please contact Ken Hawki 578-1212 (office) or 580-3425 (cell).

Thank you in advance

Ken Hawki

Exec Officer DVFD

	LIST price	BID price	Quantities			December 2018 purchase		January 2019 Purchase	
				list price	bid price	list prices	Bid prices	List price	Bid Price
MSA G-1	\$ 4,685.30	\$ 4,140.75	4 Packs	\$ 18,741.20	\$ 16,563.00	1) \$4,685.30	\$ 4,140.75	3)\$14,055.90	\$ 12,422.25
MSA G-1/Tic	\$ 5,895.30	\$ 5,210.20	5 Packs	\$ 29,476.50	\$ 26,051.00	4) \$23,581.20	\$20,840.80	1) \$5,895.30	\$5,210.20
Cylinders	\$ 1,077.30	\$ 818.20	9 Bottles	\$ 9,695.70	\$ 7,363.30	1) \$1,077.30	\$ 818.20	8) \$8,618.40	\$ 6,545.60
Facepieces(Masks)	\$ 315.35	\$ 239.50	9 Masks	\$ 2,838.15	\$ 2,155.50	5) \$1,576.75	\$ 1,197.50	4) \$1,261.20	\$ 958.00
Chargers	\$ 565.40	\$ 363.40	2 Chargers	\$ 1,130.80	\$ 726.80	2) \$1,130.80	\$ 726.80		
Batteries	\$ 310.80	\$ 199.75	9 batteries	\$ 2,797.20	\$ 1,797.75	1) \$310.80	\$ 199.75	8) \$2,486.40	\$ 1,598.00
						\$ 32,362.15	\$27,923.80	\$ 32,317.40	\$ 26,734.05
						\$ 32,362.15			\$ 26,732.05
						\$ 32,317.40			\$ 27,923.80
				\$ 64,679.55	\$ 54,657.85	\$ 64,679.55			\$ 54,657.85
complete G-1 SCBA	\$ 6,388.75	\$ 5,398.20				1) \$6,388.75	\$ 5,398.20	3) \$19,166.25	\$ 16,194.60
one charger	\$ 565.40	\$ 363.40				\$565.40	\$ 363.40	\$565.40	\$ 363.40
complete G-1 Tic SC	\$ 7,598.75	\$ 6,467.65				4) \$ 30,395.00	\$25,870.60	1) \$ 7,598.75	\$ 6,467.65
one charger	\$ 565.40	\$ 363.40							
						\$37,349.15	\$31,632.20	\$27,303.40	\$ 23,025.65
						\$ 37,349.15			\$ 23,025.65
						\$ 27,303.40			\$ 31,632.20
						\$ 64,652.55			\$ 54,657.85

10,021.70

Department: DEADWOOD FIRE DEPARTMENT 2018 ORDER
 Contact: Ken Hawki Contact Phone: 605 578-1212

Part Number/ATO	Description	Price	Quantity
A-G1FS422MA2COLAR	Standard G1 pack	4140.75	1
A-G1FS422MA2COLER	Standard G1 w/ITIC	20840.80	4
A-G1FS422MA2C1LAR	Standard w/Remote Quick Fill		
A-G1FS422MA2C1LER	Standard w/ITIC & Remote Quick Fill		

10156424-SP	4500/45 minute cylinder	818.20	1
10158385	Charger	726.80	2
10148741	Battery	199.75	1
10161810	Face piece	1197.50	5
10144231	APR Adapter		
10169711	G1 RIT 4500-Face Piece, Regulator, 6' Quick Fill & Extend Air, URC		
10144230	Spectacle Kit		
10126797	Carrying Case		
10173089	Rescue Belt II, G1, 50' Aramid CRBR		
10158401	Dove Tail Kit		
10175710	60 minute 4500 PSI Quick Connect cylinder for RIT system		
FYR HAT-TRU-RBL-20	True North RIT Bag, Red		

ALL orders must be received no later than end of business October 26, 2018. No late orders will be accepted.



\$27,923.80

The most trusted fire & rescue equipment. Period.

Department: Deadwood Fire Department 2019 ORDER
 Contact: New Hawk Contact Phone: 605 578-1212

Part Number/ATO	Description		Price	Quantity
A-G1FS422MA2COLAR	Standard G1 pack	12.422.25	\$4,140.75	3
A-G1FS422MA2COLER	Standard G1 w/iTIC	5910.20	\$5,210.20	1
A-G1FS422MA2C1LAR	Standard w/Remote Quick Fill		\$4,602.50	
A-G1FS422MA2C1LER	Standard w/iTIC & Remote Quick Fill		\$5,671.90	
10156424-SP	4500/45 minute cylinder	6545.60	\$818.20	8
10158385	Charger	1598.20	\$363.40	8
10148741	Battery	958.00	\$199.75	4
10161810	Face piece		\$239.50	
10144231	APR Adapter		\$65.80	
10169711	G1 RIT 4500-Face Piece, Regulator, 6' Quick Fill & Extend Air, URC		\$2,711.30	
10144230	Spectacle Kit		\$73.50	
10126797	Carrying Case		\$110.00	
10173089	Rescue Belt II, G1, 50' Aramid CRBR		\$938.40	
10158401	Dove Tail Kit		\$32.80	
10175710	60 minute 4500 PSI Quick Connect cylinder for RIT system		\$1,047.65	
FYR HAT-TRU-RBL-20	True North RIT Bag, Red		\$281.25	

ALL orders must be received no later than end of business October 26, 2018. No late orders will be accepted.



\$ 26,732.05

The most trusted fire & rescue equipment. Period.

Deadwood Fire Department

From: rob@allegiantes.com
Sent: Friday, September 28, 2018 12:20 PM
To: Ken Deadwood Fire (Hawki)
Subject: G1 Price / Order form
Attachments: G1 Order Form.pdf

Ken,

I have attached a Price sheet / Order Form. It does state that we will need this done no later than October 26th. Please fill in the quantities and return to me.

Of coarse any questions, please contact me.

Thank you,

Rob Johnsen
Sales Rep
Allegiant Emergency Services Inc.

We have moved! Please note our new address!

3601 N Potsdam Ave. Suite 109

Sioux Falls, SD 57104

t. 605.271.2045

c. 605.380.7951

w. allegiantes.com

The most trusted fire & rescue equipment. Period.

Department: _____

Contact: _____ Contact Phone: _____

Part Number/ATO	Description	Price	Quantity
A-G1FS422MA2COLAR	Standard G1 pack	\$4,140.75	
A-G1FS422MA2COLER	Standard G1 w/iTIC	\$5,210.20	
A-G1FS422MA2C1LAR	Standard w/Remote Quick Fill	\$4,602.50	
A-G1FS422MA2C1LER	Standard w/iTIC & Remote Quick Fill	\$5,671.90	

10156424-SP	4500/45 minute cylinder	\$818.20	
10158385	Charger	\$363.40	
10148741	Battery	\$199.75	
10161810	Face piece	\$239.50	
10144231	APR Adapter	\$65.80	
10169711	G1 RIT 4500-Face Piece, Regulator, 6' Quick Fill & Extend Air, URC	\$2,711.30	
10144230	Spectacle Kit	\$73.50	
10126797	Carrying Case	\$110.00	
10173089	Rescue Belt II, G1, 50' Aramid CRBR	\$938.40	
10158401	Dove Tail Kit	\$32.80	
10175710	60 minute 4500 PSI Quick Connect cylinder for RIT system	\$1,047.65	
FYR HAT-TRU-RBL-20	True North RIT Bag, Red	\$281.25	

ALL orders must be received no later than end of business October 26, 2018. No late orders will be accepted.



The most trusted fire & rescue equipment. Period.

Deadwood Fire Department

From: rob@allegiantes.com
Sent: Monday, October 1, 2018 12:05 PM
To: Ken Deadwood Fire (Hawki)
Subject: G1 Normal Pricing

Ken,

Here is the sell for price, w/o a grant opportunity. MSA had two price increases this year and another one coming Jan 1. So this would be a good time to jump on board if they decide.

G1 - A-G1FS422MA2COLAR 4685.30
G1 w/iTIC - A-G1FS422MA2COLER 5895.30
Cylinder - 1077.30
Face Pieces - 315.35
Charger - 565.40
Battery - 310.80

Thank you,

Rob Johnsen
Sales Rep
Allegiant Emergency Services Inc.

We have moved! Please note our new address!

3601 N Potsdam Ave. Suite 109

Sioux Falls, SD 57104

t. 605.271.2045

c. 605.380.7951

w. allegiantes.com

The most trusted fire & rescue equipment. Period.

Memo

All,

In our fall inspection of the Event complex main grandstands we have found 9 logs that need replaced and several of them are structural. The main area that the logs are located is the south end. These logs need to be replaced this fall. We have funds in the HP capital assets general maintenance to cover the cost. I would recommend we use P&L carpentry for the project. They have experience at the grandstands replacing logs and have performed in the past to the standard that I expect. I would ask for approval of a do not to exceed 24000.00. In the event that a decision is made to not complete the project we would have to at minimum decrease the occupant load till repairs are complete.

Tom Kruzel

Transportation and Facilities Director







11-5-18

11 F

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the First day of November in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

and the Design-Builder:
(Name, legal status, address and other information)

Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

for the following Project:
(Name, location and detailed description)

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

To construct an outdoor gathering space to consist of band stand, bathrooms, plaza area, grass seating area, potential ice rink, demo of existing structures and new utilities.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Attached concept plan provided by others as basis of design.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project is located in an existing urban lot, generally described as the corner of Main and Deadwood Street.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Anticipated to be at \$4,000,000.

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Schematic design 12/12/18

.2 Submission of Design-Builder Proposal:

To be defined at later date

.3 Phased completion dates:

To be defined at later date

.4 Substantial Completion date:

To be defined at later date

.5 Other milestone dates:

To be defined at later date

Init.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Brad Burns - Chamberlin Architects

.2 Consultants

Wyss & Associates - Patt Wyss
Ferber Engineering , Civil - John Van Beek
Winter & Co , Masterplan - Nore Winter
Albertson Engineering , Structural - Mike
Skyline, MEP
FMG , Geotech

.3 Contractors

N/A

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Kevin Kuckenbecker
City of Deadwood
102 Sherman St.
Deadwood, SD 57732

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Init.

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

Environmental (Asbestos) Archeology

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Scott Edwards
Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 14.4
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

Init.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

The compensation for the preconstruction services to complete the schematic design portion shall be a lump sum fee of: \$126,900, as outlined below. This agreement shall be modified in future phases to include the remainder of Design Fees.

The Schematic Design Phase shall include:

- 1.) Initial survey and topographical information (Ferber) - \$10,000
- 2.) Geotechnical investigation and report (FMG) - \$5,000
- 3.) Civil Engineering to determine specific grading, utility locations and access (Ferber) - \$35,000
- 4.) Landscape architecture to complete 30% of final design (Wyss & Associates) - \$27,000
- 5.) Structural Engineering to determine possible systems (Albertson) - \$3,300
- 6.) MEP Engineering to determine possible systems (Skyline) - \$5,100
- 7.) Architecture to aid in design of historic preservation, design to 30% of final (Chamberlin) - \$20,000
- 8.) Misc. advisement in regards to Main Street Masterplan & Event Functions (Winter & Co) - \$4,500
- 9.) Stevens/Rink Tech ice Consultants - \$5,000
- 10.) Preconstruction Services (phased) - (Scull Construction) - 12,000

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Included in lump sum proposal

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;--
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0.00 %) of the expenses incurred.

2.1.3.3 Oil reimbursable expenses are included in lump sum design services fess as listed in 2.1.1

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

8.00 %

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

Init.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;

Init.

- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;

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- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques,

sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

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contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

6.2.1 Phases of design fees shall be issued by change order prior to execution of the Design Build Amendment

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

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- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such

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services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from

payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more

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than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build

Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims,

security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused

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in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any

other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of

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the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Init.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional

Init.

testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

Concept plan provided by Owner Exhibit 'C'

- .6 Other:

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Init.

AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:54:24 ET on 11/01/2018 under Order No.7301625204 which expires on 03/27/2019, and is not for resale.

User Notes:

(1179792438)

Additions and Deletions Report for AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:54:24 ET on 11/01/2018.

PAGE 1

AGREEMENT made as of the First day of November in the year Two Thousand Eighteen

...

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

...

Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

...

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

PAGE 2

To construct an outdoor gathering space to consist of band stand, bathrooms, plaza area, grass seating area, potential ice rink, demo of existing structures and new utilities.

PAGE 3

Attached concept plan provided by others as basis of design.

...

Project is located in an existing urban lot, generally described as the corner of Main and Deadwood Street.

...

N/A

...

N/A

...

Anticipated to be at \$4,000,000.

...

Schematic design 12/12/18

...

To be defined at later date

...

To be defined at later date

...

To be defined at later date

...

To be defined at later date

PAGE 4

Brad Burns - Chamberlin Architects

.2 Consultants

Wyss & Associates - Patt Wyss
Ferber Engineering , Civil - John Van Beek
Winter & Co , Masterplan - Nore Winter
Albertson Engineering , Structural - Mike
Skyline, MEP
FMG , Geotech

...

N/A

...

N/A

...

Kevin Kuckenbecker
City of Deadwood
102 Sherman St.
Deadwood, SD 57732

PAGE 5

N/A

...

Environmental (Asbestos) Archeology

...

Scott Edwards
Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

...

[☒] Arbitration pursuant to Section 14.4

PAGE 6

The compensation for the preconstruction services to complete the schematic design portion shall be a lump sum fee of: \$126,900, as outlined below. This agreement shall be modified in future phases to include the remainder of Design Fees.

The Schematic Design Phase shall include:

- 1.) Initial survey and topographical information (Ferber) - \$10,000
- 2.) Geotechnical investigation and report (FMG) - \$5,000
- 3.) Civil Engineering to determine specific grading, utility locations and access (Ferber) - \$35,000
- 4.) Landscape architecture to complete 30% of final design (Wyss & Associates) - \$27,000
- 5.) Structural Engineering to determine possible systems (Albertson) - \$3,300
- 6.) MEP Engineering to determine possible systems (Skyline) - \$5,100
- 7.) Architecture to aid in design of historic preservation, design to 30% of final (Chamberlin) - \$20,000
- 8.) Misc. advisement in regards to Main Street Masterplan & Event Functions (Winter & Co) - \$4,500
- 9.) Stevens/Rink Tech ice Consultants - \$5,000
- 10.) Preconstruction Services (phased) - (Scull Construction) - 12,000

PAGE 7

Included in lump sum proposal

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0.00 %) of the expenses incurred.

2.1.3.3 Oil reimbursable expenses are included in lump sum design services fees as listed in 2.1.1

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

8.00 %

PAGE 16

6.2.1 Phases of design fees shall be issued by change order prior to execution of the Design Build Amendment

PAGE 34

- 4 — AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed.
- 5 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
Concept plan provided by Owner Exhibit 'C'

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:54:24 ET on 11/01/2018 under Order No. 7301625204 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

FRANKLIN
HOTEL

Exhibit "C"

Franklin
Veranda

SHINE STREET

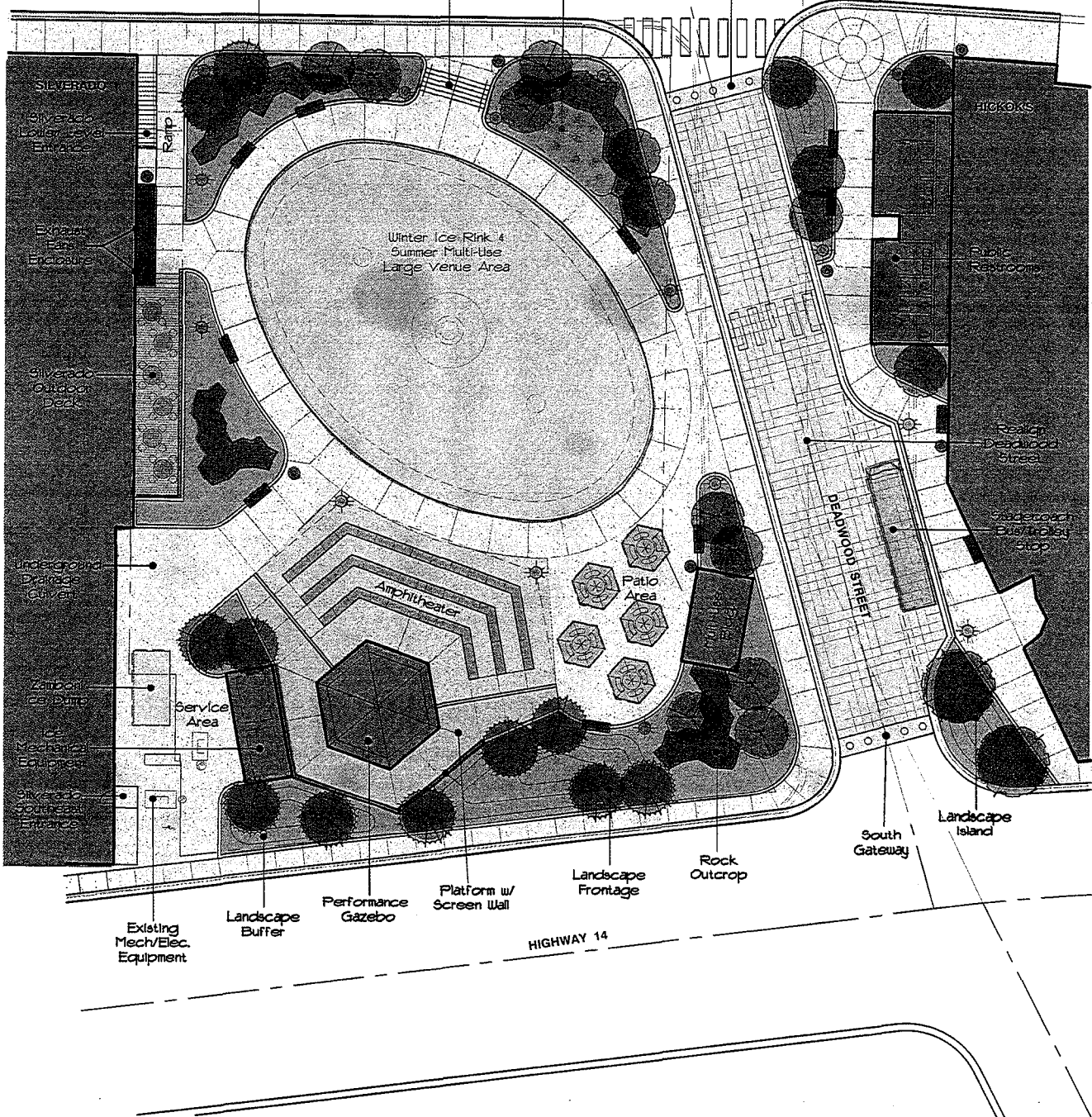
MAIN STREET

Rock
Outcrop

Stairway

Interactive
Water Feature

North
Gateway

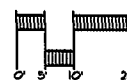


Preliminary Master Plan

Deadwood Square

Deadwood, South Dakota

PROJECT NO. R18-452
FILE NAME: Deadwood Square SC06
DATE: April 11, 2018



11-5-18

11 G & H

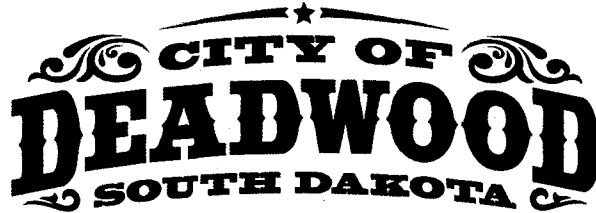
Memo to commission

All

Lee Harstad of the chamber has requested that we allow Harley Davidson to provide Demo rides out of the Welcome Center lot again for the 2019 Rally. The Chamber has agreed to collect and manage the rental of the spaces and the City will be paid a portion of the fee collected. If there is sales of Merchandise the vendor will have to comply and purchase a vendors license from the City of Deadwood. There will be no competing sales of merchandise allowed that would take away from Deadwood business. I.E. clothing, food, or other items that are sold thru brick and mortar facilities within the city limits of Deadwood. All vendors and their set ups would have to be approved by the Chamber and Planning and Zoning.

Tom Kruzel

DEADWOOD CITY HALL
108 Sherman Street
Telephone (605) 578-2600



11-5-18 11 I
Tom Kruzel
Transportation and Facilities
Director
Telephone (605) 578-2082
tomk@cityofdeadwood.com

MEMORANDUM

Date: November 1, 2018
To: Deadwood City Commission
From: Parking and Transportation Committee
Re: Purchase of Additional Parking Kiosks

The Parking and Transportation Committee is recommending the purchase two additional parking kiosks from Amano McGann at a cost not to exceed \$25,197.00 to be paid out of the Parking and Transportation Fund.

Recommended Motion: *Move to approve the purchase of two parking kiosks from Amano McGann at a cost not to exceed \$25,197.00 to be paid out of the Parking and Transportation Fund.*

11-5-18

11J

#1638

Amendment to Letter of Agreement

This Amendment is entered into as of the 6th day of November, 2018, by and between the State of South Dakota, Governor's Office of Economic Development ("GOED"), and the City of Deadwood.

This Amendment modifies the Letter of Agreement entered into on the 8th day of August, 2018, pertaining to Future Fund Grant #1638. This Amendment is part of the Letter of Agreement and the Letter of Agreement shall remain in full force and effect, subject only to the amendments hereto.

This Amendment shall amend the Letter of Agreement by awarding additional funds in the amount of \$1,700,000.00, for an aggregate total of \$2,000,000.00. The Commitments section of the Letter of Agreement are hereby amended to read as follows:

City of Deadwood commitments:

- To procure architecture and engineering services for the design and execution of the project and provide evidence reasonably acceptable to GOED of the same;
- To provide evidence reasonably acceptable to GOED of one or more closings effecting the transfer of free and clear title to the Franklin Inn property to the City of Deadwood;
- To provide copies of bid awards to contractors and executed contracts with the same;
- To provide evidence reasonably acceptable to GOED of substantial completion of the project; and
- To provide evidence reasonably acceptable to GOED of the completion of any remaining punch list items associated with the project by all contractors.

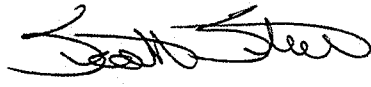
Governor's Office of Economic Development commitments:

- To provide up to \$2,000,000.00 in funding to support the project, advanced as outlined herein;
- To issue payment in the amount of \$300,000.00 within 30 days of execution of this Agreement, as amended, to be used for architecture and engineering;
- To issue payment of \$510,000.00 upon receipt of 1) documentation evidencing the final and irrevocable transfer of the Franklin Inn property to the City of Deadwood; and 2) documentation of bid awards and executed contracts with general contractor(s) responsible for the project;
- To issue payment of \$1,020,000.00 after receipt of documentation evidencing substantial completion of building project; and
- To issue final payment of \$170,000.00 after receipt of documentation evidencing contractor completion and City of Deadwood acceptance of all punch list items.

In addition to the amendments to the Commitments section noted herein, the parties expressly agree that the revised commitments specified in this Amendment to Letter of Agreement shall remain binding on the respective party and in full force and effect until the project's completion, notwithstanding the expiration of the term of the original Letter of Agreement.

The parties signify their agreement effective the date above first written by their signatures affixed below.

David R. Ruth, Mayor
City of Deadwood
108 Sherman Street
Deadwood, SD 57732



Scott Stern, Commissioner
Governor's Office of Economic Development
711 E. Wells Ave.
Pierre, SD 57501

Date: _____

Date: 11/01/18

11-5-18 12A

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084

DEADWOOD

"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

BOB NELSON, JR.
Planning and Zoning Administrator
Telephone: (605) 578-2082
Fax: (605) 578-2084
bobjr@cityofdeadwood.com

MEMORANDUM

Date: October 23, 2018
To: Deadwood City Commission
From: Bob Nelson, Jr., Planning and Zoning Administrator
Re: Code Enforcement

Currently the City of Deadwood has two Codified Ordinances which the City has neglected to keep businesses compliant in following. Staff is requesting guidance from the City Commission in regards to the two ordinances referenced below.

The first being the use of sandwich board signs within the Historic District. The code references them as disallowed, however, sandwich board signs can be allowed if proof of property line is provided and the sign is at least three feet from the right of way line.

📖 **15.32.130 Disallowed signs.**

20. Any exterior, portable, freestanding or unattached signs, such as, but not limited to, a sidewalk sign or sandwich board sign shall not be allowed unless placed a minimum of three feet from the public right-of-way or if granted a variance by the sign commission.

The second ordinance in question relates to the display of merchandise on or outside of any structure and this includes mannequins. There are to be no exceptions to this ordinance as it is today. Staff has received complaints regarding the mannequins in regards to covering up other business's signs in the windows.

📖 **5.28.035 Display of merchandise.**

It is unlawful for any person, entity or business to display merchandise by affixing the same to the exterior of any permanent or temporary structure or to display merchandise outside of any permanent or temporary structure (example: mannequins) within the city's locally designated historic district.

(Ord. 1241 (part), 2015; Ord. 1101 (part), 2008)

Staff requests direction from the City Commission in regards to the enforcement of the two ordinances above.