



City Commission Regular Meeting Agenda

Tuesday, July 05, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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 Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of June 20, 2022 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for July 5, 2022

5. **Items from Citizens on Agenda**

a. Deny event center deposit for "Back When They Bucked" per recommendation of event committee due to issues regarding 2022 event.

6. **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 the Mayor to sign contract for the Mt. Moriah Cemetery 2022 Improvements with Complete Concrete, Inc. for the base bid as well as all the alternates for a total project cost of \$329,040.00 as approved on June 20, 2022.

[b.](#) Permission for the Mayor to sign contract with R.C.S. Construction for retaining wall project at 23 Centennial Avenue in the amount of \$129,000.00 as approved on June 20, 2022.

[c.](#) Permission for the Mayor to sign contract with R.C.S. Construction for retaining wall project at 9 Shine Street in the amount of \$164,000.00 as approved on June 20, 2022.

[d.](#) Permission to continue project with Stone Land Services, LLC and acknowledge payment of invoice in the amount of \$3,200.00 for Title Research MC86 - Main Street Deadwood Project (Boots to Bricks) for services rendered 2/1/2022 through 4/30/22 to be paid from HP Public Education line item. Total amount of project not to exceed \$10,000.00 at this time.

- e. Approve Loan Agreement 2022-003 with Deadwood History, Inc. for items relating to exhibits for the 100 Years of the Days of 76 Celebration.
- f. Outside of Deadwood Grant request for additional funding in the amount \$2,500.00 for project of the Mystic Preservation Alliance for a total of \$10,000.00.
- g. Request from Outlaw Square in the amount of \$1,800.00 to support Native American dancing for a Thursday night event to be paid from HP Public Education line item.
- h. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Robert and Deborah Thorp.
- i. Renew Wellmark health insurance for employees from August 1, 2022 through July 31, 2023. Allow Finance officer to sign all associated documents.
- j. Approve revised 2022 part-time wage scale, effective July 10, 2022.
- k. Employee Handbook 5.12, effective for June 26 payroll.
- l. Accept the resignation Mount Moriah Cemetery Ticket Booth Attendant Pat Humphrey effective July 2, 2022.
- m. Permission to remove Archives Intern Shyne Addison from payroll effective June 7, 2022.
- n. Accept retirement of Transportation Superintendent Kenneth Rehberg effective July 15, 2022.
- o. Approved revised job description for Transportation Superintendent.
- p. Permission to advertise in-house for 5 days and then in official newspaper for Transportation Superintendent at \$23.00 per hour.
- q. Accept resignation of Public Works Director Robert Nelson, Jr. effective July 27, 2022.
- r. Permission to advertise in-house for 5 days and then in official newspaper for Public Works Director, wage depending on experience.
- s. Permission to promote Erik Jandt to Sergeant II position at \$27.00 per hour effective July 10, 2022.
- t. Accept retirement of Streets Equipment Operator Daniel Bridenstine effective July 7, 2022.
- u. Permission to advertise in house for 5 days and then in official newspaper for Streets Operator/Laborer at \$23.00 per hour.
- v. Accept resignation of Public Buildings/IT Superintendent Lance Sandidge effective July 14, 2022.
- w. Approve revised job description for Public Building Superintendent.
- x. Permission to advertise in-house for 5 days and then in official newspaper for Public Building Superintendent at \$23.00 per hour.

- y. Permission to advertise in house for 5 days and then in official newspaper for Public Buildings Maintenance Technician at \$19.00 per hour.
- z. Accept retirement of Water Superintendent Randy Pfarr effective December 30, 2022.
- aa. Permission to advertise in house in 5 days for Water Superintendent at \$25.00 per hour.
- bb. Permission to hire Joseph Royall-McKeown as part-time seasonal trolley driver at \$14.50 effective July 6, 2022, pending pre-employment screening.
- cc. Permission for Mayor to sign parking lease with Black Hills Central Reservations for two (2) parking spots located on Seiver Street for a total of \$150.00 per month plus tax and applicant shall incur the cost of the signs and installation.
Recommended approval by the Parking and Transportation Committee on June 30, 2022.
- dd. Permission for Mayor to sign parking lease with Conrad Companies for two (2) parking spots located on Seiver Street for a total of \$150.00 per month plus tax and applicant shall incur the cost of the signs and installation. Recommended approval by the Parking and Transportation Committee on June 30, 2022.
- ee. Approve recommendation from Parking and Transportation Committee to issue a five year ban to A.J. Bradshaw on use of the Broadway Parking Garage due to inappropriate actions.
- ff. Permission to pay invoice from Black Hills Asphalt in amount of \$11,876.94 for clean, prep and seal coat the parking lot by the baseball field. To be paid from P&T professional services budget.
- gg. Permission to pay invoice from Jacobs Precision Welding in amount of \$2,737.88 to fabricate and install tree grate at Outlaw Square. (To be paid by Public Buildings repairs and reimbursed by Outlaw Square.)
- hh. Permission to pay Plastic Works for asphalt tail stiffening kit in the amount of \$3,570.00. (To be paid from the Streets repairs budget.)
- ii. Permission to make 2022 budget allocation to Twin City Clothing in the amount of \$2,500.00.
- jj. Permission to hire Jim Doolittle for 2023 union negotiations at \$400.00 per session.

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for What Women Want Event: to include street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, July 15 to 9:00 p.m. on Saturday, July 16, 2022.
- b. Hold public hearing to review extension of open container Zone 2 to include 93 Sherman Street. (Review was stipulation of original approval.)

- c. Waive 45-day requirement and set public hearing on July 18 for Outlaw Shootout AAU Wrestling: street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. to 6:00 p.m. on Sunday, July 24, 2022.
- d. Waive 45-day requirement and set public hearing on July 18 for Brule': street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 11:00 p.m. on Tuesday, July 26, 2022.
- e. Set public hearing on July 18 for Deadwood Live: open container in zone 3 from 4:30 p.m. until 10:00 p.m. on Thursday, August 4; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Thursday, August 4 to 1:00 a.m. on Friday, August 5, 2022.
- f. Set public hearing on July 18 for Deadwood Live: open container in zone 3 from 4:30 p.m. until 10:00 p.m. on Friday, September 2; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, September 2 to 1:00 a.m. on Saturday, September 3, 2022.
- g. Set public hearing on July 18 for Back When They Bucked Event: open container from 9:00 a.m. to 9:00 p.m. on Sunday, May 28, 2023 at Event Complex.

9. **Old Business**

10. **New Business**

- a. Second reading Ordinance #1356 Amending 5.40 Tourist Conveyances.
- b. First reading of Ordinance #1357 creating Chapter 1.20 under Title 1 - General Provisions and amending Title 3, Title 12, Title 15 and Title 17.
- c. Permission to enter into contracts with Macrovision for the purchase and digitization of 1,000 plus hours of raw footage of Deadwood and preservation projects over the past four decades. Acquisition cost of \$30,000 over three year period and contract for services at \$30.00 per hour not to exceed 1,000 hours. To be paid for and budgeted for under HP Public Education line item.
- d. Permission to hire Norton Mobile Welding LLC to install stainless steel aircraft cable at History & Information Center along railing on Siever Street at cost of \$10,403.76 to be paid from HP Capital Assets line item.
- e. Accept petition of Annexation for property contiguous to Deadwood on Highway 85 and set public hearing on July 18, 2022. Legally described as follows: Lot A of Lot H2 of HES 613 11-005-03 Lawrence County, South Dakota according to plat 2019-05698.
- f. Permission to purchase 2022 Ford F150 Supercab pickup from Scott Peterson for \$34,299.00 (SD State Bid pricing) to be paid from Parks equipment budget.

11. **Informational Items and Items from Citizens**

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action.
Executive Session for Legal Matters per SDCL 1-25-2(3) with possible action.
Executive Session for Contractual Matters per SDCL 1-25-2(4) with possible action.

13. **Adjournment**

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

Please practice the CDC's social distancing recommendations.

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, JUNE 20, 2022

The Regular Session of the Deadwood City Commission convened on Monday, June 20, 2022 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of June 6, 2022. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the June 20, 2022 disbursements plus additional bill as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	62.09
A & B WELDING	SERVICE	215.08
ACE HARDWARE	SUPPLIES	48.30
ADAMS SALVAGE RECYCLING	TIRES	25.84
ALBERTSON ENGINEERING	PROJECT	12,128.91
AMAZON CAPITAL	SUPPLIES	1,358.16
AMAZON	SERVICE	199.65
AMERICAN LEGION AUX. #31	REIMBURSEMENT	200.00
AMERICAN TREE AND FORESTRY	SERVICE	1,000.00
BECK'S NURSERY	SUPPLIES	45.99
BEE ELECTRONICS	SUPPLIES	203.96
BERBERICH DESIGNS	PROJECT	6,805.98
BH ASPHALT	PROJECT	29,621.63
BH CHEMICAL	SUPPLIES	4,057.35
BH ENERGY	SERVICE	28,672.98
BH LIBRARY	SERVICE	11.47
BH PIONEER	SERVICE	800.88
BH SECURITY	SERVICE	418.06
BODY CAMS BY RETIRED COPS	BODY CAMS	9,000.00
BOMGAARS	SUPPLIES	169.98
BUILDERS FIRSTSOURCE	SUPPLIES	83.99
CERTIFIED LABORATORIES	TESTING	242.97
CIVICPLUS	SERVICE	600.00
CODE WORKS	SERVICE	210.20
COLLABORATIVE SUMMER LIBRARY	SUPPLIES	128.88
COOL CONCEPTS TRAVEL	FLIGHT	372.00
CPS DISTRIBUTORS	SUPPLIES	1,513.40
DAKOTA BARRICADE	SUPPLIES	1,625.00
DAN'S DUMPSTER	SERVICE	1,500.00
DATA443 RISK MITIGATION	SERVICE	182.40
DEADWOOD CHAMBER	BILL LIST	86,307.74
DEADWOOD ELECTRIC	SERVICE	2,340.96
DEADWOOD HISTORY	SERVICE	713.34
DEFENSIVE EDGE TRAINING	REGISTRATION	450.00
DOG WASTE DEPOT	SUPPLIES	299.98
DRINGMAN, PAT	REIMBURSEMENT	55.26
ECOLAB	SERVICE	98.15
FASTENAL	SUPPLIES	90.41
FERBER ENGINEERING	SERVICE	300.00
FIB CREDIT CARDS	SUPPLIES	6,118.04
FOUNDANT TECHNOLOGIES	RENEWAL	5,000.00
FRONTIER STONE	SUPPLIES	1,130.00
G&G GARBAGE	RENTAL	185.50
GALLS	UNIFORMS	70.91
GOLDEN WEST	SERVICE	3,304.50
GUNDERSON, PALMER, NELSON	SERVICE	3,518.03
HILLYARD	SUPPLIES	1,699.69
HOMETOWN MANUFACTURING	SUPPLIES	526.85
IPS GROUP	SERVICE	5,572.18
JACOBS WELDING	SERVICE	1,278.52
JANKE AND SONS TRUCKING	SERVICE	1,252.06
KANSAS HIGHWAY PATROL	VEHICLE	29,350.00
KNECHT	SUPPLIES	2,341.91
KONE CHICAGO	MAINTENANCE	519.25
LAWRENCE CO. EQUALIZATION	IMAGERY	10,030.13
LAWSON PRODUCTS	SERVICE	400.00
LEAD-DEADWOOD SANITARY	SERVICE	30,115.77
LIBERTY MUTUAL INSURANCE	SERVICE	750.00
LYNN'S	SUPPLIES	120.30
MACQUEEN EMERGENCY	TESTING	943.41
MARCO	CONTRACT	227.01
MCGRATH, RHONDA	REIMBURSEMENT	159.00
MENARD'S	SUPPLIES	255.73
MIDWEST ART CONSERVATION	RENEWAL	50.00
MIDWEST TAPE	SUPPLIES	140.19
MITCHELL TECHNICAL	SCHOLARSHIP	500.00
MONUMENT HEALTH	TESTING	375.00
MS MAIL	SERVICE	995.02
NHS OF THE BLACK HILLS	SERVICE	3,000.00
NORTHWEST PIPE FITTINGS	SUPPLIES	727.57
NORTON MOBILE WELDING	SERVICE	2,910.00
ODD JOB CONSTRUCTION	PROJECT	21,770.49

REGULAR MEETING, JUNE 20, 2022

ONE WAY SERVICE PROS	SERVICE	11,868.32
ONSITE FIRST AID	SUPPLIES	1,800.88
PETTY CASH	FINANCE	193.15
POMP'S TIRE SERVICE	SUPPLIES	780.00
QUIK SIGNS	SERVICE	67.44
QUILL	SUPPLIES	75.96
RAPID DELIVERY	SERVICE	34.78
ROCKINGTREE LANDSCAPES	SUPPLIES	600.00
SANDER SANITATION	SERVICE	12,019.18
SCHMIDT, WILLIAM	PROJECT	5,460.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DENR	SERVICE	650.00
SD DEPT. OF CORRECTIONS	FIREWISE	2,555.61
SD DEPT. OF MOTOR VEHICLES	SERVICE	24.20
SD DEPT. OF MOTOR VEHICLES	SERVICE	59.20
SD DEPT. OF REVENUE	TAX	4,541.02
SD DEPT. OF REVENUE	LICENSES	150.00
SD STATE HISTORICAL SOCIETY	MEMBERSHIP	70,125.00
SD STATE UNIVERSITY	SCHOLARSHIP	1,000.00
SECO CONSTRUCTION	PROJECT	206,398.90
SHAFER, CORY	REIMBURSEMENT	56.00
SIMON MATERIALS	SUPPLIES	326.98
SOUTHSIDE SERVICE	SERVICE	138.95
ST. CLOUD UNIVERSITY	SCHOLARSHIP	1,000.00
STAN HOUSTON EQUIP	SUPPLIES	136.82
STRETCH'S	SERVICE	1,124.30
STURDEVANT'S	SUPPLIES	852.73
THE LIBRARY STORE	SUPPLIES	685.57
THE LORD'S CUPBOARD	RECYCLING	81.31
THE PLUMBER	SERVICE	247.50
TRIPLE K	SERVICE	45.00
TRUGREEN	SERVICE	3,083.49
TWIN CITY HARDWARE	SUPPLIES	584.19
TWIN CITY HARDWARE	GRANT	152.54
TWISTED APPAREL	SUPPLIES	10.99
USA BLUEBOOK	SUPPLIES	45.27
VERIZON CONNECT	SERVICE	95.95
VIEHAUSER ENTERPRISES	SERVICE	3,825.00
VIGILANT BUSINESS SOLUTION	SERVICE	1,166.25
VISIONARY LANDSCAPING	SERVICE	14,915.62
WESTERN COMMUNICATIONS	SUPPLIES	71.45
WHITE'S QUEEN CITY MOTORS	SERVICE	400.84
WL CONSTRUCTION SUPPLY	SUPPLIES	738.65
WWHA	MEMBERSHIP	75.00
ZCN, LLC	BID #7	550,000.00

Total \$1,255,591.64

CONSENT

Struble moved, Todd seconded to omit item H for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission for Mayor to sign SDML Work Comp Intergovernmental Contract.
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Glen and Penny Roller and Carleen Greslin.
- C. Acknowledge annual check from BID #7 Fund to ZCN, LLC (Deadwood Mountain Grand) per contract in the amount of \$550,000.00.
- D. Permission to pay Schmidt Concrete \$4,500.00 for installation of 400 square feet of concrete under the new Crows Nest Seating Area. To be paid from the HP Capital Assets Rodeo Grounds line item.
- E. Permission to accept termination of patrol officer Lane Bridges effective June 10, 2022.
- F. Permission to advertise in-house for 5 days and then in official newspaper for one full time patrol officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified)
- G. Permission to promote Cory Shafer to Lieutenant position at \$29.00 per hour effective June 21, 2022.
- H. Permission to advertise in house for 5 days for Patrol Sergeant II position at \$27.00 per hour.
- I. Permission to hire John Campbell as part-time lifeguard at \$13.27 per hour effective June 21, 2022, pending pre-employment screening.
- J. Permission to hire Cristian Fierro as part-time seasonal Library Assistant I at \$13.27 per hour effective June 27, 2022 pending pre-employment screening.
- K. Permission to approve updated job descriptions for Library Assistant I and Library Assistant II. Acknowledge Jenna Fowls as Assistant I and Kathy McKillip as Assistant II. No duties or wages will change but revising numbers for consistency across all departments.
- L. Approve loan agreement 2022-002 to the Hulett Wyoming Museum for display of the Traveling Baseball Exhibit.
- M. Permission for Mayor to sign annual agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$400.00 per month.

REGULAR MEETING, JUNE 20, 2022

- N. SD Wildland Fire letter of support for a local office
- O. Permission for Mayor to appoint Charles Eagleson to the vacant Planning and Zoning Commission position effective June 21st, 2022. Term expires on December 31, 2022.
- P. Permission to allow finance officer to sign Agent Transfer Request form for Wellmark group health policy.
- Q. Permission to pay All Metal Manufacturing, Inc. for 63' of metal railing at Outlaw Square in the amount of \$5,918.38. (Originally approved in 2021 but not completed until 2022. To be split equally between Public Buildings Maintenance, Bed and Booze and Outlaw Square.)
- R. Permission to pay Affordable Seating invoice for 60 ladder back metal bar stools in the amount of \$7,150.00 for the Days of 76 Crows Nest deck. (Expenditure part of approved budget for HP Capital Assets)
- S. Deadwood History Inc. request approval to serve complimentary beer and wine for Big Thank You Event at Adams Museum from 5:00 p.m. to 7:00 p.m. Thursday, September 8, 2022
- T. Permission to purchase 5500 gallons of fuel at \$4.51 per gallon from Southside Oil
- U. Approve Resolution 2022-13 Declare Surplus and Destroy.

**RESOLUTION NO. 2022-13
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 2:00 p.m. on July 13, 2022. Bids will be publicly opened at 2:00 p.m. with results presented to the City Commission on July 18, 2022 at 5:00 p.m.

2017 Ford Model F5DS Trolley - VIN# 1F66F5DY7H0A12196

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

Ricoh Estudio355 Copier	Serial #SCPD026356
Crown 2 Ch Amplifier	Serial #105271
HP ProDesk 400 G1 SFF	Serial #MXL5131SM1
HP Compaq 4300 SFF	Serial #MXL35026HZ
HP ProLiant DL360 G5	Serial #USE650N1GF
HP ProLiant DL360 G5	Serial #USE650N1GC
HP ProLiant DL360 G5	Serial #USE650N1GD
HP ProLiant DL360 G5	Serial #USE650N3K5
HP P2000	Serial #MXQ3040FSM
HP P2000	Serial #MXQ3040FQF
HP ProLiant DL360P GEN 8	Serial #CN8245N251
HP ProLiant DL360P GEN 8	Serial #CN8339N213
HP Compaq Pro 4300 SFF	Serial #2UA3150T66
HP ProBook 4525S	Serial #2CE10873Q
Brother Fax 4100E	Serial #U61639J5J578197

Dated this 3rd day of January, 2022

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- V. Permission to waive 45-day requirement and approve use of public property at Sherman Street Lot on Monday, July 4, 2022 for July 4 Firecracker 5K Run/Walk
- W. Permission to hire Schmidt Concrete to replace concrete road panels on Stewart Street in the amount of \$5,750.00. City Staff will perform the removal of the damaged concrete. (To be paid from the street repair budget.)
- X. Permission to hire Mike Olsen as Mt. Moriah Ticket Booth Attendant at \$13.27 per hour effective June 21, 2022 pending pre-employment screening.

REGULAR MEETING, JUNE 20, 2022**BID OPENINGS****Mt. Moriah Cemetery Improvements**

Historic Preservation Officer Kuchenbecker spoke about the Project. Johnson moved, Martinisko seconded to approve recommendation and award Mt. Moriah Cemetery Improvements Project to Complete Concrete in the bid amount of \$283,840.00 with alternates of \$45,200 for a total of \$329,040.00. Roll Call: Aye-All. Motion carried.

23 Centennial Avenue

Kuchenbecker spoke about the project. Struble moved, Martinisko seconded to approve recommendation and award 23 Centennial Avenue Retailing Wall to RCS Construction in the amount of \$129,000.00. Roll Call: Aye-All. Motion carried.

9 Shine Street

Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to approve recommendation and award 9 Shine Street Retailing Wall to RCS Construction in the amount of \$164,000.00. Roll Call: Aye-All. Motion carried.

8 Jefferson Street

Kuchenbecker spoke about the project. Martinisko moved, Struble seconded to deny bid for 8 Jefferson Street Retailing Wall. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Malt License**

Public hearing was opened at 5:08 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Martinisko moved, Struble seconded to approve Retail (on-off sale) Malt Beverage for Clark & Apex LLC at 612-614 Main Street. Roll Call: Aye-All. Motion carried.

Transfer

Public hearing was opened at 5:09 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Todd moved, Struble seconded to approve Retail (on sale) Liquor License transfer from Midnight Star, LLC to Main Ledge, LLC dba Midnight Star. Roll Call: Aye-All. Motion carried.

Dia Del Taco

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was available to answer questions. Hearing closed. Martinisko moved, Johnson seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. and open container in Zone 3 Outlaw Square including Deadwood Street from noon to 10:00 p.m. on Sunday, July 10, 2022. Roll Call: Aye-All. Motion carried.

What Women Want

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was available to answer questions. Hearing closed. Struble moved, Todd seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. to 9:00 p.m. and open container in Zone 3 Outlaw Square including Deadwood Street from 11:00 a.m. to 7:00 p.m. on Saturday, July 16, 2022. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on July 5 for What Women Want Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on July 5 to review extension of open container Zone 2 to include 93 Sherman Street. (Review was stipulation of original approval.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JUNE 20, 2022**NEW BUSINESS****Second Reading**

Zoning Administrator Russell stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve Second Reading of Ordinance #1354 Amending Title 17, Zoning. Commissioner Todd is concerned about future owners. Roll Call: Aye-All. Motion carried.

Second Reading

Zoning Administrator Russell stated no changes between first and second reading. Struble moved, Todd seconded to approve second reading of Ordinance #1355, Temporary Moratorium for additional short-term rentals in the following zoning districts: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use and Park Forest. Bryan Arsaga, resident, is concerned about parking with short-term rentals. Barry Decker, resident, asked the difference between short-term rentals and bed and breakfast. Mayor Ruth Jr. stated a bed and breakfast, the operator is required to live on property while being rented and short-term rentals the owner is not required. Pat Dringman, resident, stated the block club members met and are in favor of the moratorium. Zoning Administrator Russell spoke about the zoning matter in Stage Run. Lonnie Burger, resident, questioned the zoning in Stage Run. Roll Call: Aye-All. Motion carried.

Purchase

Public Works Director Nelson Jr. spoke about the purchase. Martinisko moved, Johnson seconded to purchase a new Sunray 90 message board trailer from National Signal Inc. in the amount of \$16,513.00. (Cost to be shared from Street, Water and Parks equipment budgets.) Roll Call: Aye-All. Motion carried.

First Reading

Historic Preservation Officer Kuchenbecker spoke about the route tour bus companies must take to and from Mt. Moriah and possible revocation of annual license. Commissioner Martinisko stated the route came from resident complaints and revocation came due to incidents and city not having a follow up to the incident. Martinisko moved, Johnson seconded to approve First Reading of Ordinance #1356 Amending 5.40 Tourist Conveyances. Roll Call: Aye-All. Motion carried.

Contract

Russell spoke about the contract. Discussion was held concerning cost and location. Martinisko moved, Johnson seconded to approve recommendation from Parking and Transportation and enter into contract negotiations with JLG Architects and Walker Consultants for Planning & Design Services for a future parking facility at a location to be determined. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Barry Decker asked Commission about parking for residents and employees of Deadwood. Mayor Ruth Jr. stated city is working on all the concerns raised by residents as well as business owners in regard to transit parking. Russell stated the city recognizes the hardship with the employees.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and contractual matters per SDCL 1-25-2(4) with possible action.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:38 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and contractual matters per SDCL 1-25-2(4) with possible action. The next regular meeting will be on Tuesday, July 5, 2022 at 5:00 p.m.

After coming out of executive session at 6:17 p.m., Martinisko moved, Johnson seconded to adjourn.

REGULAR MEETING, JUNE 20, 2022

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-06/24/2022	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	80.55
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	80.55
01-0545	LYNN'S DAKOTA MART					
		I-001000020725	101-4111-426	SUPPLIES WORK SESSION - COMM.	000000	10.00
				DEPARTMENT 111 COMMISSION	TOTAL:	10.00
01-0826	LAWRENCE CO. AUDITOR					
		I-06-20-2022	101-4130-422	PROFESSIONAL 4/12/22 ELECTION EXPENSES	000000	411.57
				DEPARTMENT 130 ELECTIONS	TOTAL:	411.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,923.51
01-1171	A & B BUSINESS SOLUTION					
		I-IN958323	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	116.00
01-3135	A - Z SHREDDING, INC.					
		I-38655062122	101-4142-422	PROFESSIONAL SHREDDING - FINANCE	000000	21.65
				DEPARTMENT 142 FINANCE	TOTAL:	3,061.16
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,719.88
01-0553	MONTANA DAKOTA UTILITIE					
		I-NATGAS 06/23/22	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	34.89
		I-NATGAS 06/23/22	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	351.11
		I-NATGAS 06/23/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	214.85
		I-NATGAS 06/23/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	148.24
		I-NATGAS 06/23/22	101-4192-428-04	UTILITIES - C CITY HALL	000000	400.61
		I-NATGAS 06/23/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	238.17
		I-NATGAS 06/23/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	112.96
		I-NATGAS 06/23/22	101-4192-428-09	UTILITIES - H HARCC	000000	127.05
		I-NATGAS 06/23/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	177.10
		I-NATGAS 06/23/22	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	73.74
		I-NATGAS 06/23/22	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	5,295.50
		I-NATGAS 06/23/22	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	137.89
		I-NATGAS 06/23/22	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	175.36
		I-NATGAS 06/23/22	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	39.93
		I-NATGAS 06/23/22	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	356.10

7/01/2022 10:21 AM
PACKET: 05823 COMBINED - 7/1/22
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NATGAS 06/23/22	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	160.36	
01-0578	TWIN CITY HARDWARE & LU					
	I-2205-191325	101-4192-426-18	SUPPLIES - FO PROCELL BATTERY-AA BATTERY/PB	000000	36.98	
	I-2205-191396	101-4192-426	SUPPLIES 4X4X1-1/2 BOX EXT/PUB BLDGS	000000	4.99	
	I-2205-191905	101-4192-426	SUPPLIES REUSABLE TIES-FASTENERS/PB	000000	23.98	
	I-2205-192004	101-4192-426	SUPPLIES (12) MULCH CEDAR/PUB BLDGS	000000	107.88	
	I-2206-192150	101-4192-426-13	SUPPLIES - RE FASTENRES/REC	000000	5.54	
	I-2206-192627	101-4192-426	SUPPLIES (6) CARPENTERS PENCIL/PUB BLDG	000000	11.94	
	I-2206-192785	101-4192-426	SUPPLIES (3) CEDAR MULCH/PUB BLDGS	000000	26.97	
	I-2206-193384	101-4192-426	SUPPLIES WOOD FILLER/PUB BLDGS	000000	6.49	
	I-2206-193575	101-4192-426-17	SUPPLIES - DA TAPE-SAND DISC-BRUSH-BIT/PB	000000	71.87	
	I-2206-193575	101-4192-426-04	SUPPLIES - CI TAPE-SAND DISC-BRUSH-BIT/PB	000000	52.96	
	I-2206-193862	101-4192-426	SUPPLIES AA PROPACK/PUB BLDGS	000000	19.99	
	I-2206-194440	101-4192-426	SUPPLIES GRAY SPRAY PAINT/PB	000000	17.97	
	I-2206-194546	101-4192-426-13	SUPPLIES - RE SHARPIE-BARREL MARKERS/REC	000000	22.50	
	I-2206-194757	101-4192-426-08	SUPPLIES - HI PLEATED FILTERS/HISTORY	000000	9.98	
	I-2206-194866	101-4192-425-05	REPAIRS - COL (2) SLIDE BOLT LATCH/COLD STOR	000000	23.98	
	I-2206-194902	101-4192-426	SUPPLIES TORCH BLADE-FASTENERS/PB	000000	25.07	
	I-2206-195035	101-4192-425-19	REPAIRS - GAT TEXTURE-SEALANT/PLUMA	000000	26.98	
	I-2206-195307	101-4192-426	SUPPLIES URINAL KIT-CLOSET KIT/PUB BLDG	000000	184.95	
	I-2206-195868	101-4192-425-13	REPAIRS - REC MUD PAN-TROWEL-SPREADER/REC	000000	45.45	
	I-2206-196173	101-4192-426-13	SUPPLIES - RE CONNECTOR-FIX/REC CENTER	000000	24.90	
	I-2206-196368	101-4192-426	SUPPLIES TAPPER-GALV STRAP/PB	000000	34.07	
	I-2206-196395	101-4192-426	SUPPLIES PATTERN NOZZLE/PUB BLDGS	000000	9.99	
	I-2206-196453	101-4192-426	SUPPLIES GALVANIZED STRAP/PUB BLDGS	000000	2.04	
	I-2206-196530	101-4192-426-17	SUPPLIES - DA CAP-NIPPLE-ELBOW-FLANGE/DAYS	000000	47.45	
01-1003	VERIZON WIRELESS					
	I-9908523838	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.90	
01-1333	DEADWOOD ELECTRIC					
	I-22726	101-4192-422-04	PROFESSIONAL MOVE OUTLETS IN HP BASEMENT/PB	000000	254.11	
01-1370	TEMPERATURE TECHNOLOGY,					
	I-25724	101-4192-433-13	CIP - REC CEN UPGRADE/REC CENTER	000000	12,356.00	
01-1439	CHRIS SUPPLY COMPANY, I					
	I-932160	101-4192-433-04	IMPROVEMENTS- HOMEROOM BLDG CELLULAR AMP/CIT	000000	427.99	
01-1481	DEER MOUNTAIN GUTTER &					
	I-06/22/2022	101-4192-422-06	PROFESSIONAL- GUTTER-DOWNSPOUTS/GRANDSTANDS	000000	600.00	
	I-06/22/2022	101-4192-422-17	PROFESSIONAL- GUTTER-DOWNSPOUTS/DAYS MUSEUM	000000	624.00	
01-1502	BLACK HILLS CHEMICAL					
	I-225635	101-4192-426	SUPPLIES BLEACH-FOAMY-CLNR-HYDROG/PB	000000	889.34	
	I-225645	101-4192-426	SUPPLIES TP-FACIAL TISSUE-DEODORIZER/PB	000000	983.75	
	I-225648	101-4192-426	SUPPLIES NITRILE GLOVE-TOWEL/PB	000000	982.34	

7/01/2022 10:21 AM
 PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL	continued				
		I-225653	101-4192-426	SUPPLIES LIT & FOAMY SOAP/PUB BLDGS	000000	168.24
		I-225654	101-4192-426	SUPPLIES 30 GAL GARBAGE BAGS/PUB BLDGS	000000	27.48
		I-226172	101-4192-426	SUPPLIES TP-BLEACH-TOWELS/PUB BLDGS	000000	580.24
01-3032	OTIS ELEVATOR COMPANY					
		I-100400822953	101-4192-422-10	PROFESSIONAL ELEV MAINT 7/1-9/30/22/LIBRARY	000000	161.83
01-3060	QUIK SIGNS					
		I-37764	101-4192-426	SUPPLIES RESTROOM SIGNS/PUB BLDGS	000000	117.63
01-3094	BOMGAARS					
		I-06/16/22 STMT	101-4192-426	SUPPLIES PLUG-AIR HOSE/PUB BLDGS	000000	53.48
01-3421	S AND C CLEANERS					
		I-6/28/22 INV #126	101-4192-422-04	PROFESSIONAL CLEANING/POLICE DEPT	000000	1,365.00
		I-6/28/22 INV 126	101-4192-422-04	PROFESSIONAL JUNE CLEANING/CITY HALL	000000	990.00
		I-6/28/22 INV 137	101-4192-422-13	PROFESSIONAL CLEANING-DAY/REC CENTER	000000	3,733.00
		I-6/28/22 INV 161	101-4192-422-21	PROFESSIONAL CLEANING/WELCOME CENTER	000000	1,740.00
		I-6/28/22 INV 171	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
		I-6/28/22 INV 171	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-6/28/22 INV 261	101-4192-422	PROFESSIONAL JUNE CLEANING/GATEWAY, TRAILS	000000	630.00
		I-6/28/22 INV 261	101-4192-422-24	PROFESSIONAL JUNE CLEANING/OUTLAW SQUARE	000000	855.00
		I-6/28/22 INV 261	101-4192-422-08	PROFESSIONAL- JUNE CLEANING/HISTORY	000000	210.00
		I-6/28/22 INV 261	101-4192-422-22	PROFESSIONAL- JUNE CLEANING/MT MORIAH	000000	435.00
		I-6/28/22 INV 261	101-4192-422	PROFESSIONAL JUNE CLEANING/ELEVATORS	000000	180.00
		I-6/28/22 INV 261	101-4192-422-03	PROFESSIONAL JUNE CLEANING/BALLPARK	000000	480.00
		I-6/28/22 INV 261	101-4192-422	PROFESSIONAL JUNE CLEANING/PBR,MOTO,WILD BI	000000	315.00
01-3506	ALSCO					
		I-LCAS1484132	101-4192-422-14	PROFESSIONAL MOPS-MATS-BAGS-TOWELS/STRTS	000000	156.46
		I-LCAS1484133	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	57.47
		I-LCAS1484134	101-4192-422-10	PROFESSIONAL MICROFIBER TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1484135	101-4192-422-08	PROFESSIONAL- TOWELS-MOPS-MATS-BAGS/HISTORY	000000	115.73
		I-LCAS1484136	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1484137	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/CITY HA	000000	223.43
		I-LCAS1484138	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-FBAGS/FIRE HA	000000	41.14
		I-LCAS1485621	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15
01-3685	BLACK HILLS SECURITY &					
		I-ALARMS 3RD QT	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R256461	000000	179.85
		I-ALARMS 3RD QT	101-4192-422	PROFESSIONAL W-5484 MM GIFT SHOP / R250280	000000	0.00
		I-ALARMS 3RD QT	101-4192-422-08	PROFESSIONAL- W-5489 INFO CENTER /	000000	0.00
		I-ALARMS 3RD QT	101-4192-422-06	PROFESSIONAL- W-5501 RODEO / R256457	000000	104.85
		I-ALARMS 3RD QT	101-4192-422-06	PROFESSIONAL- W-5504 RODEO / R256456	000000	104.85
		I-ALARMS 3RD QT	101-4192-422-21	PROFESSIONAL W-5513 WELCOME / R256466	000000	104.85
		I-ALARMS 3RD QT	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R256440	000000	89.85
		I-ALARMS 3RD QT	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R256467	000000	134.85
		I-ALARMS 3RD QT	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R256465	000000	134.85

7/01/2022 10:21 AM
PACKET: 05823 COMBINED - 7/1/22
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	continued				
	I-ALARMS	3RD QT	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R256454	000000	134.85
	I-ALARMS	3RD QT	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R256455	000000	149.85
	I-ALARMS	3RD QT	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R256459	000000	134.85
	I-ALARMS	3RD QT	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R256460	000000	149.85
	I-ALARMS	3RD QT	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R256441	000000	134.85
	I-ALARMS	3RD QT	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R256439	000000	149.85
	I-ALARMS	3RD QT	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R256438	000000	149.85
	I-ALARMS	3RD QT	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R256468	000000	179.85
	I-ALARMS	3RD QT	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R256469	000000	134.85
	I-ALARMS	3RD QT	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R256462	000000	179.85
	I-ALARMS	3RD QT	101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER R256470	000000	149.85
	I-ALARMS	3RD QT	101-4192-422-13	PROFESSIONAL W-9697 REC CENTER R256463	000000	593.91
01-3838	BLUEPEAK					
	I-TELEPHONE	06/16/22	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
	I-TELEPHONE	06/16/22	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
	I-TELEPHONE	06/16/22	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,335.73
	I-TELEPHONE	06/16/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	283.06
	I-TELEPHONE	06/16/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
	I-TELEPHONE	06/16/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	746.94
	I-TELEPHONE	06/16/22	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	283.86
	I-TELEPHONE	06/16/22	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
	I-TELEPHONE	06/16/22	101-4192-428-14	UTILITIES - S STREET SHOP	000000	44.73
	I-TELEPHONE	06/16/22	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	162.91
	I-TELEPHONE	06/16/22	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3974	HI-VIZ SAFETY WEAR, LLC					
	I-96616		101-4192-426	SUPPLIES HI-VIZ SAFETY WEAR/FACILITIES	000000	776.19
01-4057	VIEHAUSER ENTERPRISES,					
	I-39820		101-4192-426	SUPPLIES SHROUDED PADLOCK-CYLIND/PB	000000	499.80
	I-39851		101-4192-426	SUPPLIES CYLINDER-PADLOCKS/PB	000000	86.00
01-4919	SPEARFISH PAINT					
	I-1-24188		101-4192-426-06	SUPPLIES - DA PAINTING BATHROOMS/EVENT COMPL	000000	285.73
	I-1-24188		101-4192-426-19	SUPPLIES - GA PAINTING BATHROOMS/GATEWAY	000000	285.73
01-4944	QUADIENT FINANCE USA, I					
	I-06-22-2022		101-4192-426	SUPPLIES REFILL POSTAGE METER-6/22/22	000000	500.00
01-4952	DEPOT MUSIC PRODUCTIONS					
	I-1377		101-4192-422-06	PROFESSIONAL- CHAIN HOIST DWD PBR 6/10/22/PB	000000	500.00
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	53,167.58
01-0433	WELLMARK BLUE CROSS BLU					
	I-070122		101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	18,028.03

PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0508	GALLS, LLC					
		I-021337957	101-4210-426	SUPPLIES "SERVING SINCE" UNIFORM PLATE	000000	18.87
		I-021410343	101-4210-426	SUPPLIES NAME PLATE - POLICE	000000	22.09
01-0578	TWIN CITY HARDWARE & LU					
		I-2206-192443	101-4210-426	SUPPLIES ADHESIVE FASTENER - POLICE	000000	6.49
01-1826	FIRST NET					
		I-287304791844X0623	101-4210-422	PROFESSIONAL MDT POLICE CARS - JUNE	000000	160.16
				DEPARTMENT 210 POLICE	TOTAL:	18,235.64

01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	0.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2205-191479	101-4221-426	SUPPLIES ENAMEL,BRUSH,SANDPAPR-FIRE DPT	000000	57.97
		I-2205-192041	101-4221-425	REPAIRS PAINT THINNER - FIRE DPT	000000	10.99
		I-2206-192752	101-4221-425	REPAIRS 4 - SPRAY PAINT - FIRE DPT	000000	24.76
		I-2206-193176	101-4221-426	SUPPLIES RUBBER BANDS - FIRE DPT	000000	5.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN957290	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	76.25
01-3056	NORTHERN HILLS TECHNOLO					
		I-9667685	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC. - FIRE DEPT	000000	32.50
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		208.46

01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.55
01-1003	VERIZON WIRELESS					
		I-9908523838	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	613.52

01-0120	ALTEC CAPITAL SERVICES					
		I-01446648	101-4310-434	MACHINERY/EQU 2019 FORD F750 LEASE #241000/S	000000	30,615.24
01-0206	SCHMIDT, WILLIAM					
		I-06/08/22 STMT	101-4310-425	REPAIRS POUR-FINISH STEWART ST/STRTS	000000	5,750.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,611.08

7/01/2022 10:21 AM
 PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6
 Section 4 Item a.
 BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0514	SIMON MATERIALS COMPANY					
		I-2739226	101-4310-425	REPAIRS 12.10 TON 1" ROADSTONE/STRTS	000000	136.13
01-0551	MENARD'S					
		I-38850	101-4310-426	SUPPLIES (6) CONCRETE COLD PATCH/STREET	000000	101.94
01-0578	TWIN CITY HARDWARE & LU					
		C-2206-196629	101-4310-426	SUPPLIES BALL VALVE-CONNECTOR/STREETS	000000	31.27-
		I-2205-190985	101-4310-426	SUPPLIES (4) CONCRETE MIX/STREETS	000000	23.96
		I-2205-191079	101-4310-426	SUPPLIES (6) CONCRETE MIX/STREETS	000000	35.94
		I-2206-192225	101-4310-426	SUPPLIES ALKALINE BATTERY/STREETS	000000	17.99
		I-2206-192261	101-4310-426	SUPPLIES SCREW BOLTS/STREETS	000000	24.99
		I-2206-192386	101-4310-426	SUPPLIES HAMMER BIT/STREETS	000000	18.98
		I-2206-192417	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	7.56
		I-2206-192450	101-4310-426	SUPPLIES HAMMERDRILL BIT/STREETS	000000	8.99
		I-2206-192782	101-4310-426	SUPPLIES 3/8" CHUCK KEY/STREETS	000000	7.49
		I-2206-193539	101-4310-426	SUPPLIES (2) 2X8X8 PINE/STREETS	000000	43.98
		I-2206-193572	101-4310-426	SUPPLIES WRENCH SET-100 HR DECL 17/STRT	000000	80.97
		I-2206-193604	101-4310-426	SUPPLIES (5) CONCRETE MIX/STREETS	000000	29.95
		I-2206-193606	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	6.99
		I-2206-193803	101-4310-426	SUPPLIES SPRAY PRIMER/STREETS	000000	12.68
		I-2206-194009	101-4310-426	SUPPLIES SPRAY PAINT-BLACK/STREETS	000000	13.58
		I-2206-194944	101-4310-426	SUPPLIES SNAP LINK-BATTERY/STREETS	000000	70.90
		I-2206-195775	101-4310-426	SUPPLIES CABINET SCREWS/STREETS	000000	45.98
		I-2206-196299	101-4310-426	SUPPLIES BALL VALVE-MALE CONNECTOR/STRT	000000	31.27
		I-2206-196632	101-4310-426	SUPPLIES 12 V 8 AMP BATTERY/STREETS	000000	53.98
01-1003	VERIZON WIRELESS					
		I-9908523838	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.76
01-1171	A & B BUSINESS SOLUTION					
		I-IN957293	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	74.76
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0635076	101-4310-425	REPAIRS GLASS WINDOW MIN LOADER/STRTS	000000	607.01
		I-06PS0635077	101-4310-426	SUPPLIES FILTER-ELEMENT FUEL-SEP/STRTS	000000	163.28
01-1493	SANITATION PRODUCTS, IN					
		I-82778	101-4310-425	REPAIRS WIRE-SHOE RUN-DIRT SHOE/STRTS	000000	561.31
01-1506	POMP'S TIRE SERVICE, IN					
		I-1750004576	101-4310-425	REPAIRS FLAT-NAIL HOLE REPAIR/STRTS	000000	80.00
01-1822	WEST PLAINS ENGINEERING					
		I-BU22007-001001	101-4310-422-02	PROFESSIONAL PRO SRVCS ELECT EVAL/UPPER MAI	000000	6,500.00
01-3836	MID-AMERICAN RESEARCH C					
		I-0764273-IN	101-4310-426	SUPPLIES SPEED WIPES PLUS/STREETS	000000	120.62

7/01/2022 10:21 AM
 PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD					
		I-026879	101-4310-426	SUPPLIES (13) SPRING SNAPS/STREETS	000000	32.63
01-4711	AMAZON CAPITAL SERVICES					
		I-17YD-KHFD-1F4P	101-4310-426	SUPPLIES DESK ORGAN-FOAM/STREETS	000000	12.62
		I-1HR7-JQVK-7DKG	101-4310-426	SUPPLIES CORK BOARD-HEADSET/STREETS	000000	15.10
		I-1RPN-X9CR-3H3F	101-4310-426	SUPPLIES WIRE BASKET/STRTS	000000	6.99
01-4727	DAKOTA BARRICADE					
		I-20655	101-4310-425	REPAIRS TRAFFIC CONTROL RAILROAD/STRTS	000000	1,625.00
				DEPARTMENT 310 STREETS	TOTAL:	54,543.38
01-0213	TRUGREEN CHEM-LAWN					
		I-159668362	101-4520-422	PROFESSIONAL LAWN SRVC LIBRARY/PARKS	000000	51.84
		I-159670101	101-4520-422	PROFESSIONAL LAWN SRVC M BULLOCK PARK/PARKS	000000	88.11
		I-159685169	101-4520-422	PROFESSIONAL LAWN SRVC GORDON PARK/PARKS	000000	169.92
		I-159685328	101-4520-422	PROFESSIONAL LAWN SRVC HARCC MICKELSON/PRKS	000000	48.84
		I-159685548	101-4520-422	PROFESSIONAL LAWN SRVC PLUMA PARK/PARKS	000000	203.68
		I-159686274	101-4520-422	PROFESSIONAL LAWN SRVC LOWER MAIN ST/PARKS	000000	46.56
		I-159686450	101-4520-422	PROFESSIONAL LAWN SRVC RAILROAD PARK/PARKS	000000	51.82
		I-159687754	101-4520-422	PROFESSIONAL LAWN SRVC ADAMSMUSEUM/PARKS	000000	48.84
		I-159689553	101-4520-422	PROFESSIONAL LAWN SRVC HISTORY CENTER/PARKS	000000	51.84
		I-159693168	101-4520-422	PROFESSIONAL LAWN SRVC UPPER MAIN FIRE/PARK	000000	75.64
		I-159698113	101-4520-422	PROFESSIONAL LAWN SRVC DAYS MUSEUM/PARKS	000000	126.79
		I-159698180	101-4520-422	PROFESSIONAL LAWN SRVC FERGUSON FIELD/PARKS	000000	445.67
		I-159700931	101-4520-422	PROFESSIONAL LAWN SRVC SOFTBALL FIELDS/PARK	000000	468.56
		I-160332073	101-4520-422	PROFESSIONAL LAWN SRVC ST AMBROSE/PARKS	000000	698.38
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,268.11
01-0578	TWIN CITY HARDWARE & LU					
		I-2205-191048	101-4520-426	SUPPLIES ELBOW-ADAPTER-CUTTER-PIPE/PARK	000000	76.94
		I-2205-191919	101-4520-426	SUPPLIES HOSE BARB/PARKS	000000	4.99
		I-2205-191947	101-4520-426	SUPPLIES HOSE BARB/PARKS	000000	3.99
		I-2206-192146	101-4520-426	SUPPLIES CONCRETE RPR EPOXY/PARKS	000000	34.99
		I-2206-192174	101-4520-426	SUPPLIES CEMENT-BUSHING-PVC COUPLING/PA	000000	24.77
		I-2206-192190	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	14.75
		I-2206-192230	101-4520-426	SUPPLIES (12) CEDAR MULCH/PARKS	000000	107.88
		I-2206-192413	101-4520-426	SUPPLIES PEATMOSS SPAGHNUM/PARKS	000000	19.99
		I-2206-192504	101-4520-426	SUPPLIES CLIP-CABLE-TBKL/PARKS	000000	86.26
		I-2206-192697	101-4520-424	RENTALS RENT JACK HAMMER-AERATOR/PARKS	000000	178.00
		I-2206-192751	101-4520-426	SUPPLIES BUSHING-PVC UNION/PARKS	000000	8.28
		I-2206-192858	101-4520-426	SUPPLIES CROSS-ADPTR-TUBE-ELBOW/PARKS	000000	97.79
		I-2206-193314	101-4520-426	SUPPLIES PVC UNION-BUSHING/PARKS	000000	32.75
		I-2206-193315	101-4520-426	SUPPLIES CHALK REEL SET-SCREWS/PARKS	000000	61.98
		I-2206-193424	101-4520-426	SUPPLIES (48) CEDAR MULCH/PARKS	000000	431.52

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

Section 4 Item a.

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2206-193526	101-4520-426	SUPPLIES TARP-RECEIVER LOCK-BALL/PARKS	000000	199.95
		I-2206-193708	101-4520-426	SUPPLIES DRAIN SPADE-BATTERY/PARKS	000000	75.97
		I-2206-193765	101-4520-426	SUPPLIES 2X8-8 TREATED/PARKS	000000	14.99
		I-2206-194682	101-4520-426	SUPPLIES MIPXINS ADAPTER-BUSH/PARKS	000000	6.93
		I-2206-194814	101-4520-426	SUPPLIES CAULK GUN-EPOXY/PARKS	000000	44.98
		I-2206-194885	101-4520-426	SUPPLIES TEE-BUSHING-ELBOW-ADAPTER/PARK	000000	10.92
		I-2206-194901	101-4520-426	SUPPLIES (9) SNAP LINKS/PARKS	000000	49.41
		I-2206-195026	101-4520-426	SUPPLIES CEDAR MULCH-PEAT MOSS/PARKS	000000	114.89
		I-2206-195057	101-4520-426	SUPPLIES ELBOW-ADAPTER/PARKS	000000	10.72
		I-2206-195149	101-4520-426	SUPPLIES CLAMP-COUPPING-TEE-PLUG/PARKS	000000	41.44
		I-2206-195158	101-4520-426	SUPPLIES (25) CEDAR MULCH/PARKS	000000	224.75
		I-2206-195950	101-4520-426	SUPPLIES (3) PVC NIPPLES/PARKS	000000	4.47
		I-2206-196068	101-4520-426	SUPPLIES CONNECTOR-COUPPING-NIPPLE/PARK	000000	36.29
01-0798	WARNE CHEMICAL & EQUIPM					
		I-346974	101-4520-422	PROFESSIONAL PEST CONTROL-FLY SUPP/PARKS	000000	1,900.00
01-0988	CARROT-TOP INDUSTRIES I					
		I-INV104031	101-4520-426	SUPPLIES 5X8-4X6 US POLY FLAGS/PARKS	000000	393.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN957294	101-4520-426	SUPPLIES CONTRACT BASE RATE/PARKS	000000	141.68
01-1790	NORTHERN HILLS SOD FARM					
		I-10954	101-4520-426	SUPPLIES (2) PAL KENTUCKY BLUE/PARKS	000000	420.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1393365	101-4520-426	SUPPLIES LINE CF3 PRO-SPOOL INSERT/PRKS	000000	175.90
		I-1393748	101-4520-426	SUPPLIES (6) AIR FILTERS/PARKS	000000	66.66
		I-1393749	101-4520-426	SUPPLIES TRIMMER LINE 5 LB X LINE/PARKS	000000	63.99
01-3061	CPS DISTRIBUTORS, INC					
		I-0006915081-001	101-4520-433	IMPROVEMENTS VALVE-EMITTER-PIPE-ROLL/PARKS	000000	645.14
01-3094	BOMGAARS					
		I-06/16/22 STMT	101-4520-426	SUPPLIES MILLERS POTTING SOIL/PARKS	000000	22.76
		I-06/16/22 STMT	101-4520-426	SUPPLIES HI VIZ JACKETS/TROY, GREG	000000	169.98
01-3836	MID-AMERICAN RESEARCH C					
		I-0764273-IN	101-4520-426	SUPPLIES SPEED WIPES PLUS/PARKS	000000	120.62
01-3977	ACE HARDWARE OF LEAD					
		I-026841	101-4520-426	SUPPLIES CAP-PVC PLUG-ELBOW/PARKS	000000	39.75
		I-026881	101-4520-426	SUPPLIES PEATMOSS SPAGHNUM PROMOSS/PARK	000000	174.33
01-4167	VERBA, DIANNE					
		I-06/28/22 RECEIPTS	101-4520-426	SUPPLIES PERRENIALS-SHRUBS/PARKS	000000	128.51

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4217	VISIONARY LANDSCAPING					
		I-INV030426	101-4520-433	IMPROVEMENTS LANDSCAPING GATEWAY #2/PARKS	000000	1,547.00
01-4345	ULINE					
		I-150198287	101-4520-426	SUPPLIES (48) FLY TRAP BAGS/PARKS	000000	503.93
01-4631	CAPFIRST EQUIPMENT FINA					
		I-20988	101-4520-434	MACHINERY/EQU PAYMENT OF 906M LOADER/PARKS	000000	13,365.43
01-4669	KUBOTA LEASING					
		I-5461008	101-4520-434	MACHINERY/EQU SKID STEER LOADER QT PYMT/PARK	000000	1,504.00
01-4711	AMAZON CAPITAL SERVICES					
		I-17YD-KHFD-1F4P	101-4520-426	SUPPLIES DESK ORGAN-FOAM/PARKS	000000	12.62
		I-1HR7-JQVK-7DKG	101-4520-426	SUPPLIES CORK BOARD-HEADSET/PARKS	000000	15.10
		I-1L9V-YF1C-GHYL	101-4520-426	SUPPLIES 2 CHANNEL CABLE PROTECTOR/PRKS	000000	373.98
		I-1RPN-X9CR-3H3F	101-4520-426	SUPPLIES GARBAGE CANS/PARKS	000000	715.96
		I-1RPN-X9CR-3H3F	101-4520-426	SUPPLIES WIRE BASKET/PARKS	000000	6.98
01-4721	TOWEY DESIGN GROUP INC.					
		I-22-212	101-4520-433-06	CIP - YELLOW SITE GRADING/YELL CR SHOOT RNG	000000	864.00
DEPARTMENT 520 PARKS					TOTAL:	33,236.51
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,750.43
01-3314	CENTURY BUSINESS PRODUC					
		I-625209	101-4640-428	UTILITIES HP/PZ CONTRACT 5/9/22-6/8/22	000000	78.43
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	1,828.86
FUND 101 GENERAL FUND					TOTAL:	165,397.23

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-070122	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-1171	A & B BUSINESS SOLUTION	I-IN957607	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-1562	MIDWEST TAPE	I-502233491	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
		I-502266267	206-4550-434	COLLECTION DE DVD's - LIBRARY	000000	97.45
01-4711	AMAZON CAPITAL SERVICES	I-1F6M-NYGQ-MR7V	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	211.34
		I-1WYN-RJJR-F3QQ	206-4550-424	PROGRAMMING SUMMER READING SUPPLIES - LIBR	000000	85.96
01-4722	ASSOCIATION FOR RURAL &	I-64939	206-4550-422	PROFESSIONAL MEMBERSHIP RENEWAL	000000	50.00
01-4814	LEONE, JOSEPH	I-272	206-4550-424	PROGRAMMING MUSIC PROGRAM/SUMMER READING	000000	800.00
			DEPARTMENT 550	LIBRARY	TOTAL:	1,915.87
			FUND	206 LIBRARY FUND	TOTAL:	1,915.87

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-070122	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,349.16
01-1502	BLACK HILLS CHEMICAL	I-225640	209-4510-426	SUPPLIES FOAMY-TP-TOWEL/REC CENTER	000000	220.53
01-4711	AMAZON CAPITAL SERVICES	I-1HR7-JQVK-7DKG	209-4510-426	SUPPLIES SWIM PANTS/REC CENTER	000000	19.50
01-4884	NOVA FITNESS EQUIPMENT	I-49381	209-4510-425	REPAIRS REPLACE CABLES-PARTS/REC CENTE	000000	866.00
		I-49382	209-4510-425	REPAIRS MAINT ON ALL EQUIPMENT/REC	000000	817.00
01-4957	ONSITE FIRST AID, LLC	I-1208	209-4510-426	SUPPLIES METAL CLASS A KIT FULL/REC CEN	000000	229.95
01-4964	MEGUIRE CHEMICAL SOLUTI	I-1096	209-4510-426	SUPPLIES SUPPLIES-FUEL-EQUIPMENT/REC CE	000000	1,100.00
DEPARTMENT 510 REC CENTER				TOTAL:		5,602.14
FUND 209 BED & BOOZE FUND				TOTAL:		5,602.14

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-06-30-2022	212-4630-423	MARKETING BID #8 - DEADWOOD JAM	000000	35,000.00
01-1441	DAYS OF '76, INC.					
		I-06-30-22	212-4630-423	MARKETING BID #8 - 100TH ANNIVERSARY	000000	10,000.00
01-2942	FIRST GOLD HOTEL					
		I-06-30-2022	212-4630-423	MARKETING BID #8 - 3 WHEELER EVENT	000000	30,000.00
01-3602	DEADWOOD GAMING ASSOCIA					
		I-06-30-2022	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
01-4841	MILE UP MARKETING SOLUT					
		I-922	212-4630-423	MARKETING BID #8 - TRAILS COMMITTEE/MAP	000000	115.02
DEPARTMENT 630 BID 8						TOTAL: 85,115.02
FUND 212 BID #8 (Business Improve)						TOTAL: 85,115.02

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

Section 4 Item a.

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
01-0475	DEADWOOD CHAMBER & VISI					
		I-062222HP	215-4572-215	VISITOR MGMT H&IC 3RD QUARTER	000000	17,500.00
		I-062222HP	215-4572-210	VISITOR MGMT HPC MARKETING	000000	37,666.80
01-3060	QUIK SIGNS					
		I-37609	215-4572-235	VISITOR MGMT 4x8 PCTRE -100TH DAYS ANNIV-HP	000000	190.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	55,356.80
01-0951	DEADWOOD ALIVE					
		I-1400-22	215-4573-345	HIST. INTERP. MAY 2022	000000	20,000.00
		I-1500-22	215-4573-345	HIST. INTERP. JUNE 2022	000000	20,000.00
01-1006	SD MAGAZINE					
		I-061422	215-4573-325	HIST. INTERP. 3 YR SUBSCRIPTION RENEW-KK BN	000000	118.00
01-1514	RAPID CITY JOURNAL SUBS					
		I-060722	215-4573-325	HIST. INTERP. 2022 SUBSCRIPTION RENEWAL	000000	124.39
01-3314	CENTURY BUSINESS PRODUC					
		I-625208	215-4573-335	HIST. INTERP. ARCHIVE CONTRACT 5/9/22-6/8/22	000000	20.30
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	40,262.69
01-4739	TWIN CITY HARDWARE-HP P					
		I-2206-195980	215-4575-525	GRANT/LOAN PA PAINT GRANT 29 VAN BUREN	000000	25.47
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	25.47
01-4497	DRINGMAN, PAT					
		I-062022	215-4576-630	PROFES. SERV. SRBC & COMM PICNIC REIMBURSE	000000	346.54
01-4779	AMERICAN LEGION EMBLEM					
		I-1858230A	215-4576-630	PROFES. SERV. 6-3X5 FLAG SET PRESIDENTIAL BC	000000	171.65
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	518.19
01-0206	SCHMIDT, WILLIAM					
		I-06/08/22	215-4577-735	CAPITAL ASSET POUR-FINISH CONCR CROW'S NEST	000000	4,500.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2206-192631	215-4577-735	CAPITAL ASSET (5) BOXES CON LAG SCREWS/HP	000000	1,249.95
		I-2206-193996	215-4577-735	CAPITAL ASSET CLMP CPLNG STRP COIL - VIP BAR	000000	38.56
		I-2206-195392	215-4577-735	CAPITAL ASSET L ANGLE-JOIST HANGER-NAIL/HP	000000	98.75
		I-2206-195763	215-4577-735	CAPITAL ASSET NAIL STAKE-MASON LINE-BLADE/HP	000000	72.94

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

Section 4 Item a.

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2206-195973	215-4577-735	CAPITAL ASSET (14) 50 LB BAGS CONCRTE MIX/HP	000000	209.86
		I-2206-196227	215-4577-735	CAPITAL ASSET TIE PLATE-JOIST HANGER/HP	000000	45.94
01-1370	TEMPERATURE TECHNOLOGY,					
		I-25724	215-4577-800	CAPITAL ASSET UPGRADE/DAYS OF 76	000000	13,216.00
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-035884	215-4577-735	CAPITAL ASSET 10-2X12-16' FIR #1 SRS-GRNDSTN	000000	768.00
01-4963	AFFORDABLE SEATING, LLC					
		I-164423	215-4577-735	CAPITAL ASSET 60 LADDER BCK MTL STOOL-CN DEC	000000	3,575.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		23,775.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-070122	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,263.48
01-1003	VERIZON WIRELESS					
		I-9908523838	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3314	CENTURY BUSINESS PRODUC					
		I-625209	215-4641-428	UTILITIES HP/PZ CONTRACT 5/9/22-6/8/22	000000	78.42
01-3860	ANFINSON, BONNY					
		I-062022	215-4641-427	TRAVEL CK PRESNT KEYSTONE LNCH REIMBU	000000	39.02
01-4711	AMAZON CAPITAL SERVICES					
		I-1P3C-VF9K-3CLM	215-4641-426	SUPPLIES TABLET REPLACEMENT HPC DIED	000000	249.95
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,670.88
				FUND 215 HISTORIC PRESERVATION	TOTAL:	125,609.03

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-4086	TWIN CITY HARDWARE - GR	I-2203-182618	216-1310	DUE FROM OTHE SIDING 23 MONROE COUPENS	000000	9,190.92	
01-4962	PAHA SAPA HOLDINGS LLC	I-DCCW24853	216-1310	DUE FROM OTHE REIMB DOORS 23 MONROE COUPENS	000000	3,442.00	
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	12,632.92	
01-1496	LAWRENCE CO. REGISTER O	I-061622	216-4653-960	CLOSING CO REC FEE 66 TAYLOR RICHERRSON	000000	30.00	
01-4438	DAKOTA TITLE	I-OE042322	216-4653-960	CLOSING CO OE 66 TAYLOR RICHERRSON	000000	120.00	
01-4707	MERCHANT, ERICA	I-060922	216-4653-962-09	GHOST MURAL G GHOST MURAL 633 MAIN BULLOCK H	000000	16,371.00	
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	16,521.00	
			FUND	216	REVOLVING LOAN	TOTAL:	29,153.92

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

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-070122	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,672.38
01-0578	TWIN CITY HARDWARE & LU	I-2206-192262	602-4330-426	SUPPLIES BATTERY-STEEL MICROLOCK/WATER	000000	23.98
01-0684	NORTHWEST PIPE FITTINGS	I-1395361	602-4330-426	SUPPLIES (60) SOFT COPPER PIPE/WATER	000000	640.80
		I-1395970	602-4330-425	REPAIRS 16 TOP FOR 6850 5-1/4/WATER	000000	39.33
01-0828	USA BLUEBOOK	I-009361	602-4330-426	SUPPLIES (3) FIRE HOSE/WATER	000000	1,164.51
01-1003	VERIZON WIRELESS	I-9908523838	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9908523838	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.05
		I-9908523838	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.20
		I-9908523838	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.90
		I-9908523838	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.90
01-1171	A & B BUSINESS SOLUTION	I-IN957293	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	74.76
01-1365	SD PUBLIC HEALTH LAB	I-10604776	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3314	CENTURY BUSINESS PRODUC	I-625209	602-4330-426	SUPPLIES HP/PZ CONTRACT 5/9/22-6/8/22	000000	78.43
01-3736	METERING & TECHNOLOGY S	I-23255	602-4330-426	SUPPLIES 4" BARE METER-BRACKET-BOLTS/WT	000000	2,147.20
01-3836	MID-AMERICAN RESEARCH C	I-0764273-IN	602-4330-426	SUPPLIES SPEED WIPES PLUS/WATER	000000	120.63
01-4057	VIEHAUSER ENTERPRISES,	I-39821	602-4330-426	SUPPLIES SHROUDED PADLOCKS/WATER	000000	415.84
01-4711	AMAZON CAPITAL SERVICES	I-17YD-KHFD-1F4P	602-4330-426	SUPPLIES DESK ORGAN-FOAM/WATER	000000	12.61
		I-1HR7-JQVK-7DKG	602-4330-426	SUPPLIES CORK BOARD-HEADSET/WATER	000000	15.10
		I-1RPN-X9CR-3H3F	602-4330-426	SUPPLIES WIRE BASKET/WATER	000000	6.98
			DEPARTMENT 330	WATER	TOTAL:	9,851.61
			FUND	602	WATER FUND	TOTAL: 9,851.61

PACKET: 05823 COMBINED - 7/1/22
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES
 DEPARTMENT: 580 HISTORIC CEMETERIES
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-160005407	607-4580-428	UTILITIES LAWN SERVICE-MT.MORIAH CEM.	000000	937.13
01-1333	DEADWOOD ELECTRIC					
		I-22727	607-4580-425	REPAIRS REPLACE BOX DMG BY BHT - MM	000000	156.86
		I-22731	607-4580-425	REPAIRS WIRE SPLIT SYSTEM - MT MORIAH	000000	673.54
01-1540	L&L INSULATION, INC.					
		I-35343	607-4580-425	REPAIRS MOLD MITIGATION-MT.M.GIFT SHOP	000000	7,860.00
01-3060	QUIK SIGNS					
		I-37398	607-4580-426	SUPPLIES 2 MM BROCHURE MAPS LAMINATED	000000	32.00
01-3685	BLACK HILLS SECURITY &					
		I-R256471	607-4580-428	UTILITIES ALARM MONITORING-JUL-SEP'22/MM	000000	134.85
01-3838	BLUEPEAK					
		I-061622MM-GS	607-4580-428	UTILITIES MT MORIAH GS 6/20/22-7/19/22	000000	138.19
		I-061622MM-SA	607-4580-428	UTILITIES MT MORIAH SA 6/20/22-7/19/22	000000	40.87
		I-061622MM-TB	607-4580-428	UTILITIES MT MORIAH TB 6/20/22-7/19/22	000000	125.66
01-4217	VISIONARY LANDSCAPING					
		I-INV030420	607-4580-422	PROFESSIONAL MT MORIAH MOWING JUNE	000000	1,650.00
		I-INV030422	607-4580-422	PROFESSIONAL VEGETATION MNGMNT - ST AMBROSE	000000	3,500.00
01-4957	ONSITE FIRST AID, LLC					
		I-1174	607-4580-426	SUPPLIES FIRST AID KIT - MT MORIAH	000000	94.95
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	15,344.05
FUND 607 HISTORIC CEMETERIES					TOTAL:	15,344.05

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

Section 4 Item a.

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-070122	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,851.51
01-0598	SUMMIT SIGNS AND SUPPLY					
	I-61933	610-4360-426	SUPPLIES	PETERSON CPA PARKING SIGNS/P&T	000000	53.00
01-1003	VERIZON WIRELESS					
	I-9908523838	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
	I-9908523838	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/P&T	000000	125.70
	I-9908665128	610-4360-422	PROFESSIONAL	PHONE SERVICE-METERS/P&T	000000	40.01
01-2357	J.P. COOKE COMPANY					
	I-731540	610-4360-426	SUPPLIES	PET LICENSE TAGS - P & T	000000	137.45
01-3722	BLACK HILLS ASPHALT LLC					
	I-2016	610-4360-422	PROFESSIONAL	CLEAN-PREP-FILL-SEAL/FOOTBALL	000000	30,845.51
01-4711	AMAZON CAPITAL SERVICES					
	I-17YD-KHFD-1F4P	610-4360-434	MACHINERY/EQU	CELLPHONE BATTERY CASES/P&T	000000	179.97
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						34,273.16
01-0433	WELLMARK BLUE CROSS BLU					
	I-070122	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	0.00
01-0545	LYNN'S DAKOTA MART					
	I-002000731143	610-4361-426	SUPPLIES	COFFEE-FILTERS-WATER/TROLLEY	000000	70.66
01-0578	TWIN CITY HARDWARE & LU					
	I-2205-191795	610-4361-426	SUPPLIES	MOP-REFILL-ANTIFOG-GLS TREAT/T	000000	60.74
	I-2205-192007	610-4361-426	SUPPLIES	COUNTER-MARKERS-PAPER/TROLLEY	000000	50.77
	I-2206-192122	610-4361-426	SUPPLIES	SPRAYER-PINS-BOTTLE-STAPLES/TR	000000	35.92
	I-2206-193304	610-4361-426	SUPPLIES	MED DUTY TARP/TROLLEY	000000	21.99
	I-2206-194435	610-4361-426	SUPPLIES	STICK PENS-HOLE PUNCH/TROLLEY	000000	13.96
	I-2206-194579	610-4361-426	SUPPLIES	LTHR BOOT LACES/TROLLEY	000000	5.99
01-3970	A & I DISTRIBUTORS					
	I-3804784	610-4361-426	SUPPLIES	(2) 55 GAL MOTORCRAFT DRUM/TR	000000	668.41
	I-3807584	610-4361-426	SUPPLIES	RAINX GLASS TREATMENT/TROLLEY	000000	28.59
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						957.03
FUND 610 PARKING/TRANSPORTATION TOTAL:						35,230.19

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4348	WEM, INC					
		I-06-15-2022	720-4000-429	OTHER	DEPOS.RFND-MICKELSON MARATHON 000000	500.00
01-4380	CARTER FMX LLC					
		I-06-15-2022	720-4000-429	OTHER	DEPOS.RFND-DWD ALL-IN FREESTYL 000000	1,100.00
01-4965	BLACK HILLS STOCK SHOW					
		I-06-15-2022	720-4000-429	OTHER	KEY DEPOS.RFND-BACK WHN BUCKED 000000	100.00
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 1,700.00
				FUND	720 DEPOSITS HELD	TOTAL: 1,700.00

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-#60004256 - 6/2/22	721-4000-429	OTHER #60004256 - TIF #9	000000	111.04
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	111.04
				FUND 721 TIF #9 OPTIMA	TOTAL:	111.04

PACKET: 05823 COMBINED - 7/1/22

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-6/2/22	725-4000-429	OTHER EXPENSE #8200017030 - TIF #8	000000	18,408.51
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	18,408.51
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	18,408.51
					REPORT GRAND TOTAL:	493,438.61

DRAFT AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «■» day of «■» in the year «■»
(In words, indicate day, month and year.)

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

«City of Deadwood»«, municipal corporation»
«102 Sherman Street
Deadwood, South Dakota 57732»

«Telephone Number: 605-578-2600»
« »

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

«Complete Concrete, Inc.»« »
« 7201 S. Hwy. 16, Suite 100»
« Rapid City, SD 57702»

« Telephone Number: 605-388-0111»

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

« »
Mount Moriah Cemetery 2022 Improvements Project
Mount Moriah Cemetery
10 Mt. Moriah Dr.
Deadwood, South Dakota 57732
« »

The Architect:
(Name, legal status, address and other information)

« »« »
Tallgrass Landscape Architecture, LLC
413 North 4th Street
Custer, South Dakota 57730
« »
« »

The Owner and Contractor 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.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« Date of Commencement shall be June 21, 2022 »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Final Acceptance of the entire Work not later than (« 150 ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

<< >>

Portion of Work**Substantial Completion Date**

<< >>

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« Liquidated damages past the date of Final Acceptance shall be \$250 per day.»

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Three Hundred Twenty-nine Thousand Forty Dollars and No/100» (\$ «329,040.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«ALT 1 Sec 1, Plot 20 Bennett Plot (Sheet L-6)

ALT 2 Sec 1, Plot 21 M.R. Plot (Sheet L-7)

ALT 3 Sec 1, Plot 422 Porter Plot (Sheet L-9)

ALT 4 Sec 2, Plot 44 Mitchell Plot (Sheet L-14)

ALT 5 Sec 3, Plot 82 Rogers Plot (Sheet L-28)

ALT 6 Sec 3, Plot 108 Brown & Glew Plot (Sheet L-29)

ALT 7 Sec 3, Plot 152 Fish Plot (Sheet L-31)

ALT 8 Sec 3, Plot 155 Lindenbower Plot (Sheet L-32)

»

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
«1. Rebuild LedgeStone Wall (12-18")	Square Face Foot (SFF)	\$391.00
2. Repoint Mortar Joints for Stone Walls	Square Foot (SF)	\$130.00
3. Supplemental Stone	Ton	\$391.00
4. Concrete Footing (8"H x 18"W)	LF	\$341.00
»		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
« NONE »	

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « 25th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « forty-five » (« 45 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « ten » percent (« 10 » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « ten » percent (« 10 » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

<< >>

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

<< >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

<< >>

<< >>

<< >>

<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

[☐] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[☒] Litigation in a court of competent jurisdiction

[☐] Other *(Specify)*

<< >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

«Kevin Kuchenbecker, Historic Preservation Officer»

108 Sherman Street

Deadwood, South Dakota, 57732

« »

«Telephone Number: 605.578-2082»

« »

« »

§ 8.4 The Contractor's representative:

(Name, address and other information)

« Rob Danielson, Project Manager »

« Complete Concrete, Inc.»

« 7201 S. Hwy. 16, Suite 100»

« Rapid City, SD 57702»

« »

« Telephone Number: 605-388-0111»

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Mount Moriah Cemetery 2022 Improvements Project Manual

Section	Title	Date	Pages
«011000	Summary	April 20, 2022	4
012200	Unit Prices	April 20, 2022	2
012300	Alternates	April 20, 2022	2
012900	Payment Procedures	April 20, 2022	4
013100	Project Management and Coordination	April 20, 2022	6
013300	Submittal Procedures	April 20, 2022	6
017300	Execution	April 20, 2022	4
017700 »	Closeout Procedures	April 20, 2022	4

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date
L-0	Cover Sheet	04/20/2022
L-1	Overall Plan	04/20/2022
L-2	Section 1	04/20/2022
L-3	Section 2	04/20/2022
L-4	Section 3	04/20/2022
L-5	Section 4	04/20/2022
L-6 – L-32	Individual Plot Plans	04/20/2022
L35 – L-38	Site Details	04/20/2022

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
«Addendum No. 1 »	May 26, 2022	6

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
«Workers' Compensation Insurance	\$1,000,000
Commercial General Liability	General Aggregate - \$2,000,000 Aggregate Products - \$2,000,000 Personal Injury - \$1,000,000 Each Occurrence - \$1,000,000 Property Damage - \$1,000,000
Automobile Liability »	Combined Single Limit - \$1,000,000

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

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

CONTRACTOR (Signature)

« »« »

(Printed name and title)



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

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

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

AIA Document A201[™] – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5****Administration of the Contract**3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,
11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1**Arbitration**8.3.1, 11.3.10, 13.1, 15.3.2, **15.4****ARCHITECT****4****Architect**, Definition of**4.1.1**

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

**Award of Subcontracts and Other Contracts for
Portions of the Work****5.2****Basic Definitions****1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1**Boiler and Machinery Insurance****11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Capitalization**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract Administration

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,
11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2,
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents **1.2**

Cost, Definition of

7.3.7

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3,
12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of **8.1.2**

Date of Substantial Completion, Definition of **8.1.3**

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1,
13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2,
9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1,
15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5

Failure of Payment

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance

11.3.1.1

GENERAL PROVISIONS**1****Governing Law****13.1**

Guarantees (See Warranty)

Hazardous Materials**10.2.4, 10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

Information and Services Required of the Owner

2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Initial Decision**15.2**

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property**10.2.8, 10.4**

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of

1.1.7**Insurance**

3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Insurance, Boiler and Machinery**11.3.2****Insurance, Contractor's Liability****11.1**

Insurance, Effective Date of

8.2.2, 11.1.2

Insurance, Loss of Use**11.3.3****Insurance, Owner's Liability****11.2****Insurance, Property**

10.2.5, 11.3

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS**11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

Interest**13.6****Interpretation**

1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12, 15.1.4

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 13.7, 15.4.1.1

Limitations of Liability

2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Loss of Use Insurance**11.3.3**

Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous**10.2.4, 10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1

Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

Notice of Claims

3.7.4, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Information and Services Required of the

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**, 11.3.1.5

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.7.4, 9.6.7, 9.10.3, **11.4**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, **11.4**

Permits, Fees, Notices and Compliance with Laws

2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of**1.1.4**

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY
10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and
Samples by Contractor

3.12

Rights and Remedies1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4**Royalties, Patents and Copyrights**

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3.7

Substantial Completion4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7**Substantial Completion, Definition of**

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

Suspension by the Owner for Convenience

14.3

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor

14.1, 15.1.6

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.6

Termination by the Owner for Convenience

14.4

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,

9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,

13.7, 14, 15.1.2, 15.4

Time Limits on Claims

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

Transmission of Data in Digital Form

1.6

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3.7**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,

9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,

9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,

15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,

15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions 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.

§ 1.4 Interpretation

In the interest of brevity the Contract 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.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties 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 already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor 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.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor 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 Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor 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 Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor 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 Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract 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 Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the

information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor 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 Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor 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.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract 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 Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor 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 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor'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 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract 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 Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor 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 Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such 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 Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor 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 Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect 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 Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents 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, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. 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 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect 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 Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor 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 Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; 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 a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 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 Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 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 Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor 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 Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor 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 Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so 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 Contractor's Work, except as to defects not then reasonably discoverable.

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

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, 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 the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect 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; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction 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 and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, 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 Contract Documents or subsequently agreed upon;
- .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 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 in the Contract Sum, 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 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, 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 Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’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 Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, 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 Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of 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 Contractor 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 Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor 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 Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work 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 Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for 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 Contract 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 Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor 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 Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after

the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, 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 Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract 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 Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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 Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract 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 Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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 Contractor 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 Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor 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 Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect 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 Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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 a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, 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 Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, 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 Contract 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 Contractor to the Architect prior to certification of such 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 Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor 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 Contractor shall take reasonable precautions for safety of, and shall provide 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 Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor 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 Contractor shall 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 notifying owners and users of adjacent sites and utilities.

§ 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor 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 Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such 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 Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor'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 Contractor 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 Contract Documents, the Owner shall furnish in writing to the Contractor and Architect 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 Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have 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 Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor'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 Contractor, Subcontractors, Architect, Architect's consultants and agents 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 Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor 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 Contractor, the Contractor 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 Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall

be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense 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.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract 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 the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor 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 Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract 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 13 MISCELLANEOUS PROVISIONS

§ 13.1 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

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

§ 13.3 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.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract 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.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor 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 there under, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor 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 Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect 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 Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and Contractor 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 final dispute resolution method selected in the Agreement 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 Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, 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.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 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 14.3.1. 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 Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor 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 subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor 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 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated 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.

§ 15.1.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor'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.

§ 15.1.5.2 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.

§ 15.1.6 Claims for Consequential Damages

The Contractor 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 Contractor 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 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from

the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party 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 Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of 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.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 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.

§ 15.2.7 In the event of a Claim against the Contractor, 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 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.

§ 15.3 Mediation

§ 15.3.1 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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 thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, 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.

§ 15.4.1.1 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. For statute of limitations 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.

§ 15.4.2 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 thereof.

§ 15.4.3 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.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 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).

§ 15.4.4.2 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
R.C.S. CONSTRUCTION, INC. RE: 23 CENTENNIAL RECONSTRUCTION**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and R.C.S. Construction, Inc., with its principal place of business located at 1314 Fountain Plaza Drive, Rapid City, South Dakota 57709, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of a portion of the retaining wall located at 23 Centennial Avenue and various improvements in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the “ARCHITECT” for all references herein; and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of One Hundred Twenty Nine Thousand and 00/100 Dollars (\$129,000.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 23 Centennial Avenue;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
8. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of CONTRACTOR with assistance from the CITY. Substantial completion of construction to be completed on or before December 9, 2022. Liquidated damages in the amount of \$100.00/day will be assessed for each day past December 9, 2022 in which construction is not completed.
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been

issued by ARCHITECT;

15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
16. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
17. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2022.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2022

R.C.S. Construction, Inc.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, the _____ of R.C.S. Construction, Inc. and acknowledged that he 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: _____

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
R.C.S. CONSTRUCTION, INC. RE: 9 SHINE ST. RECONSTRUCTION**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and R.C.S. Construction, Inc., with its principal place of business located at 1314 Fountain Plaza Drive, Rapid City, South Dakota 57709, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of a portion of the retaining wall located at 9 Shine St. and various improvements in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the “ARCHITECT” for all references herein; and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of One Hundred Sixty Four Thousand and 00/100 Dollars (\$164,000.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 9 Shine St.;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
8. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of CONTRACTOR with assistance from the CITY. Substantial completion of construction to be completed on or before December 9, 2022. Liquidated damages in the amount of \$100.00/day will be assessed for each day past December 9, 2022 in which construction is not completed.
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been

issued by ARCHITECT;

15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
16. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
17. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2022.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2022

R.C.S. Construction, Inc.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, the _____ of R.C.S. Construction, Inc. and acknowledged that he 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: _____

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



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

MEMORANDUM

Date: June 27, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to Continue Project with Stone Land Services LLC

Staff is requesting permission to continue the project with Stone Land Services, LLC for completed work on updating Boots to Bricks. An invoice has been submitted for work from 2/1/22 through 4/30/22. Payment will be paid out of the HP Public Education line item in the amount of \$3,200.00. The total amount of this project will not exceed \$10,000.00.

The Historic Preservation Commission reviewed this request at the June 22, 2022 meeting and recommend granting approval.

RECOMMENDATION

Move to continue project with Stone Land Services, LLC and acknowledge payment of invoice in the amount of \$3,200.00 for Title Research MC86 - Main Street Deadwood Project (Boots to Bricks) for services rendered 2/1/2022 through 4/30/22 to be paid from HP Public Education line item. Total amount of project not to exceed \$10,000.00 at this time.

Invoice #2022-02

Date: 5/25/2022

From: Stone Land Services, LLC
 21477 Hanna Road
 Lead, SD 57754

To: Deadwood Historic Preservation
 c/o Kevin Kuchenbecker
 108 Sherman Street
 Deadwood, SD 57732

Title Research – Main Street Deadwood Project (Boots to Bricks)

Services Rendered 2/1/2022 though 4/30/2022– Julie Stone and Jason Fisher:

2/1 – 2/9 – MC 86, continued index researching of documents in MC 86
 And lots and blocks indexed to Smith and Rogers lot desc.;
 Organize spreadsheet by dates = 20 hours
 3/22 – 3/31– Continued with research as above, finished research
 MC 86 = 15 hours
 4/1 – 4/29 – Cleaned up spreadsheet of title chain, summary and
 Author notes; more research of lots and blocks docs. in MS 72 = 5 hours

Total Julie/Jason title work = 40 hours

40 hours @ \$80/hour = \$ 3,200.00

Copies (see attached) = \$ 0

Total Amount Due = \$ 3,200.00

Thank you for your business!

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



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

MEMORANDUM

Date: June 27, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Loan Agreement 2022-003 with Deadwood History Inc.

The City Archives is asking permission to loan the following items to Deadwood History, Inc. to be included in the 100th anniversary Days of 76 exhibit.

- ARCH.1959.04.1-2 Days of 76 Chutes, Rodeo grounds
- ADV.XXXX.20.1 rodeo poster
- ADV.1927.01.1 brochure
- ADV.1929.01.1 brochure
- 917.83 BLACK afternoon program for August 3-4, 1927 and paper hat band
- EBAY.2017.01.1 scrapbook with 1924 Days program, blue paper admission tag, and \$10.00 play money for gambling dens

These objects will be on display at the Days of 76 museum from July 1 to August 10, 2022. The loan agreement is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their June 22, 2022 meeting and recommend approval.

RECOMMENDATION:

Move to grant Deadwood History, Inc. permission to use the City's archival objects from July 1 to August 10, 2022.

LOAN NUMBER:	<u>112022-003</u>
DUE DATE:	<u>08/31/2022</u>
RENEWED UNTIL:	_____
RETURNED:	YES/NO

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of June 2022, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and the Deadwood History, Inc. 150 Sherman Street, Deadwood, SD 57732 “PERMITEE.”

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.

1. A description of the property for which permission is granted is as follows: **Exhibit – See Attachment #A**
2. The purpose for which PERMITEE is using the above-described premises is as follows: **“Days of 76 celebration temporary Exhibit”**
3. PERMITEE agrees to handle, package, and ship or transport the tools in a manner that protects it from breakage, loss, deterioration, and contamination.
4. Permission for the above use at the above-described location is permitted from June __, 2022 until August 31, 2022.
5. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of city property pursuant to this Agreement.
6. DEADWOOD shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such City Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective

upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.

7. Within twenty-four hours of discovery, the PERMITTEE will notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
8. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
9. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
10. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
11. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
12. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
13. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain a minimum insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
14. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this _____ day of _____, 2022

City of Deadwood

By: _____
Mayor, City of Deadwood

By: _____

(PLEASE PRINT NAME)
Deadwood History, Inc.
150 Sherman Street, Deadwood, SD 57732

Attachment #A
Loaned Items for Exhibit

- ARCH.1959.04.1-2 Days of 76 Chutes, Rodeo grounds
- ADV.XXXX.20.1 rodeo poster
- ADV.1927.01.1 brochure
- ADV.1929.01.1 brochure
- 917.83 BLACK afternoon program for August 3-4, 1927 and paper hat band
- EBAY.2017.01.1 scrapbook with 1924 Days program, blue paper admission tag, and \$10.00 play money for gambling dens

End of Loan #2022.002

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

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



MEMORANDUM

Date: June 17, 2022
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bonny Anfinson, Program Coordinator
Re: Outside of Deadwood Grant Request for Additional Funding

The Mystic Preservation Alliance received an Outside of Deadwood Grant in 2021 for the McCahan Memorial Chapel Exterior Repairs in the amount of \$7,500.00. The project was for exterior repairs of the structure. Plans were to excavate around the chapel by hand and repair any logs and foundation. When the project was started it was realized this is a bigger issue than anticipated and decided the best way to avoid future bank encroachment problems was to excavate a larger area around the structure and install a French drain.

Black Hills Development was hired to do this work for a cost of \$13,000.00. This was an unexpected cost and the Mystic Preservation Alliance is requesting assistance to help cover this expense. As per our policy guidelines projects will not exceed \$10,000.00 in grant funding per request. The Projects Committee reviewed this request at their June 15, 2022 meeting and recommend granting an additional \$2,500.00 of their request making their grant total \$10,000.00.

RECOMMENDED MOTION:

Move to grant an additional \$2,500.00 of the Mystic Preservation Alliance's request for additional funding for their 2021 Outside of Deadwood Grant.

Bonny Anfinson

From: Linda Dolan <dolanli@hotmail.com>
Sent: Tuesday, May 24, 2022 2:34 PM
To: Bonny Anfinson; Kevin Kuchenbecker
Subject: McCahan Memorial Chapel
Attachments: Invoice from Black Hills Development.pdf

5/24/2022

Dear Bonny,

Thank you for meeting with me yesterday. Following is my letter for you to present to the commission.

I met with Bonny Anfinson on May 23, 2022 in regards to the addition cost above what we had initially thought on our grant application. In our grant application we thought we could excavate around the Chapel by hand. Once we started the project we realized this was not the best way and to avoid future problems. To do it right and to insure we didn't have future bank encroachment problems a lot of dirt needed to be removed and a french drain installed.

We hired Black Hill Development to excavate and install a french drain which cost \$13,000.00. I shared pictures of the project with Bonny and she made copies of these pictures. I have attached the invoice from Black Hills Development.

We are hoping that Deadwood Historic Preservation can add to the original grant amount of \$7,500.00.

Sincerely,

Linda Dolan, Secretary
Mystic Preservation Alliance
Phone: 219-218-9976

Black Hills Development, LLC

Hill City, SD 57745 US
 blackhillsdevelopment@gmail.com
 www.blackhillsdevelopmentllc.com

**INVOICE**

BILL TO
 Mystic Preservation Alliance
 22928 Mystic Road
 Hill City, SD 57745

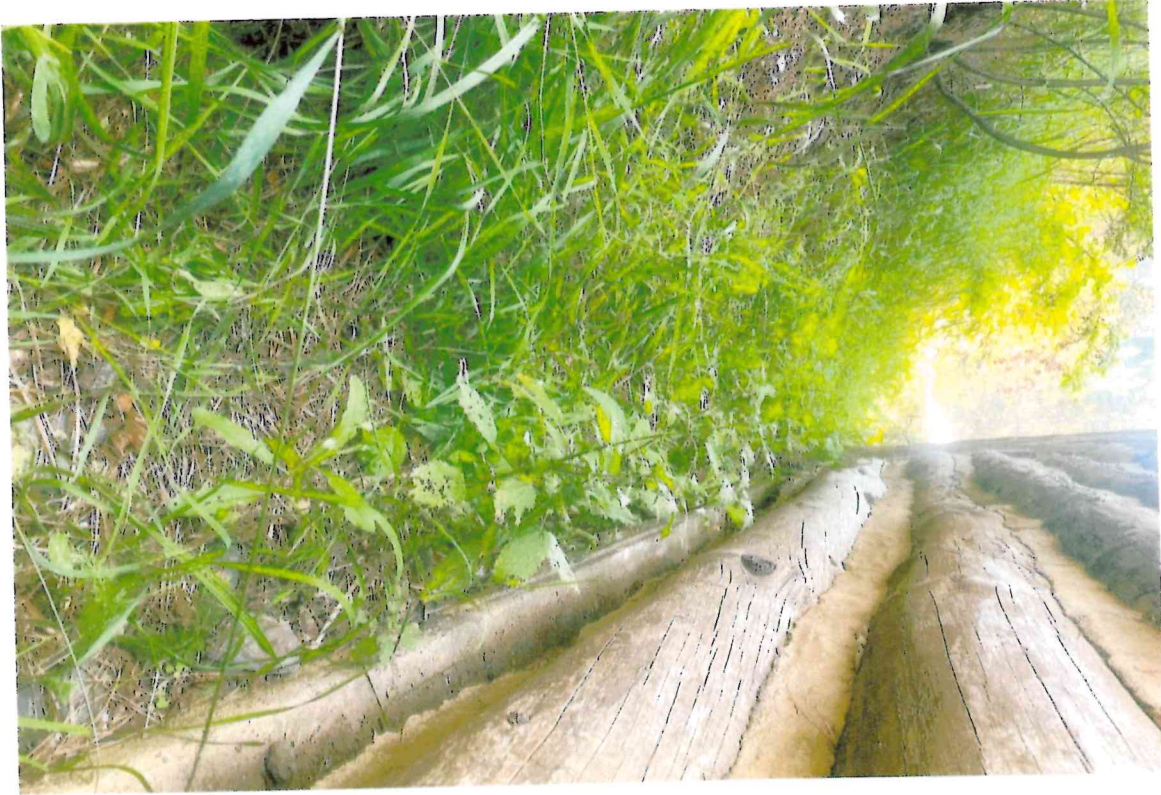
INVOICE 1001
 DATE 09/11/2021
 TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Cut hillside back at a 2:1 slope and install a French Drain between the slope and the church to divert runoff away from the building. Includes hauling excess material across the road to specified area. Materials and labor included.	1	13,000.00	13,000.00

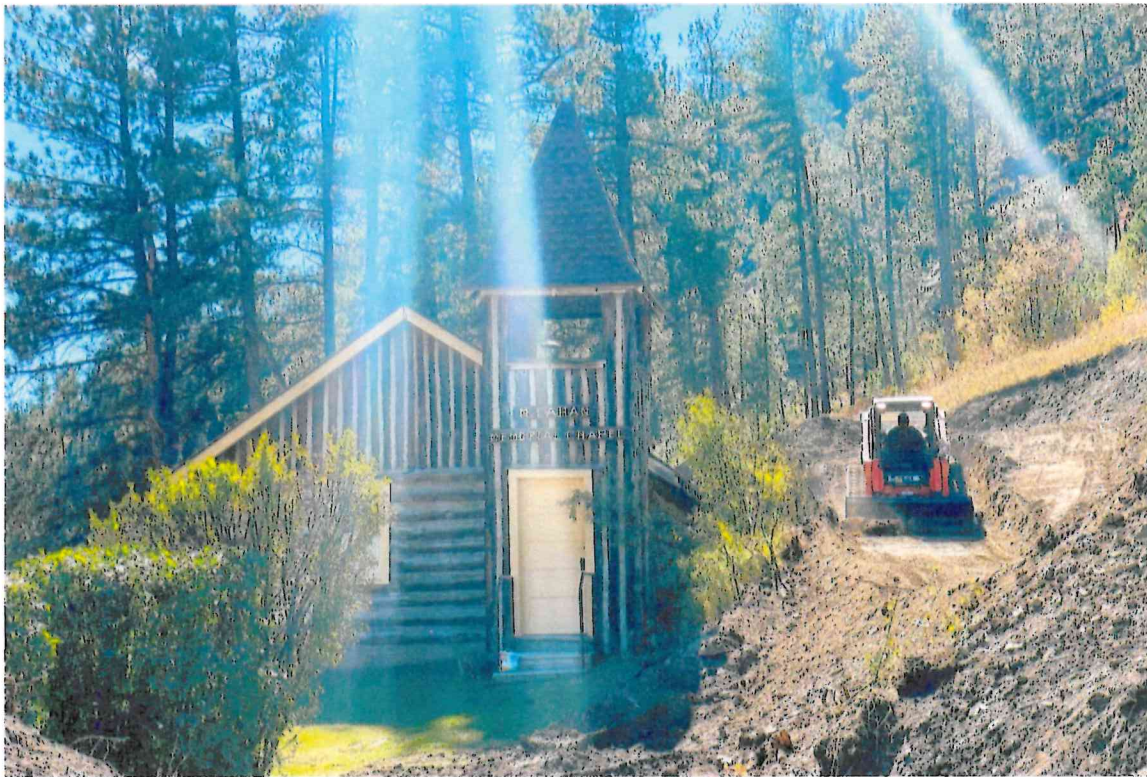
PAYMENT 13,000.00

BALANCE DUE **\$0.00**
PAID

















June 10, 2022

Historic Preservation Commissioners,

First off, thank you for your support of Outlaw Square – we are into our summer programming and it's a full 3 months that we have scheduled with great programming including some wonderful family activities.

One of those programs that is scheduled to take place is on Thursday, June 30, a grand performance by Starr Chief Eagle along with a Native American Drum Group and additional dancers

With your support I am requesting \$1,800.00 in Historic Preservation funds committed to the Outlaw Square 2022 budget.

Attached you will find the Starr Chief Eagle contract, along with Outlaw Square's current budget.

Again, I thank you for your continued support.

Sincerely,

Bobby Rock
Outlaw Square Director

Outlaw Square/Deadwood Chamber of Commerce & Visitors Bureau

703 Main Street, Deadwood, South Dakota 57732 • 605-578-1876, ext 4 • bobby@deadwood.org • www.OutlawSquare.com



Print, Sign, and Submit

TOURING ARTS CONTRACT

Contract Between Touring Artist(s) and Sponsor Organization

TOURING ARTIST(S) and/or SPONSOR: Keep a copy for your records.**TOURING ARTIST and/or SPONSOR** must submit Touring Arts Contract to the SDAC for review and approval no later than later than **30 days before engagement**. The South Dakota Arts Council will not accept fiscal year 2022 Touring Arts Contracts after MAY 31, 2022.

Version 07/01/2021

PLEASE TYPE OR PRINT LEGIBLY

TOURING ARTIST(S) INFORMATION

Hoop Dance Performance

Touring Program Name (as listed on Roster)

Starr Chief Eagle

Name of Artist/Representative

719 Silver Street Apt 3

Address

Rapid City, SD 57701

City, State & Zip Code

healingthebrokenhoop@yahoo.com

Email Address

605-787-0210

Telephone

SPONSORING NON-PROFIT ORGANIZATION INFORMATION

Outlaw Square

Name of Non-Profit Organization (Sponsor)

84-3483302

EIN/TAX ID for Non-Profit Organization (Sponsor)

☐ Sponsor is a school/government entity (Check box)

Bobby Rock

Name of Sponsor Representative

Bobby Rock

Address

703 Main St

City, State & Zip Code

Deadwood, SD 57732

Email Address

bobby@outlawsquare.com

Telephone

EVENT INFORMATION: Live Event and/or Online Event

June 30th, 2022

6:30 pm

Date(s) of Event

Time(s) of Event

☐ Online Event
(Check box)

Broadcast Platform (Facebook, Zoom, etc.)

Deadwood Outlaw Square

Event Location (Place of Live Event)

703 Main St.

Deadwood

SD

57732

Lawrence

Address (Physical Location of Live Event)

City

State

Zip

County

PAYMENT PROVISION: Upon receipt of this signed agreement, the Sponsor agrees to pay the Touring Artist(s) \$ 1800, (plus any negotiated travel expenses and taxes if applicable) on the day of the event. The South Dakota Arts Council agrees to pay the remaining share of the fee, \$ 710, to the Touring Artist(s) at or following the event.

TOURING ARTIST(S) & SPONSOR: The SDAC requires a complete evaluation of the engagement no more than 30 days following an engagement. The SDAC will send an evaluation form to the **SPONSOR** representative. Incomplete or missing evaluation forms will render the **SPONSOR** ineligible to participate in future programs supported by the SDAC.

TERMS AND CONDITIONS: All of the terms set forth on the reverse side of this page are hereby incorporated into this agreement with the same force and effect as through on this page.

AGREED TO BY – Touring Artist(s)

Starr Chief Eagle

Name of Artist/Representative (type or print legibly)

Signature of Artist/Representative

6/10/22

Date

AGREED TO BY – Sponsor

Bobby Rock

Name of Sponsor Representative (type or print legibly)

Signature of Sponsor Representative

6/16/2022

Date

Standard Terms between TOURING ARTIST and SPONSOR

1. Contract: TOURING ARTIST and/or SPONSOR must submit Touring Arts Contract no later than 30 days before engagement. The South Dakota Arts Council will not accept Touring Arts Contracts after MAY 31, 2022.
2. Evaluation: SPONSOR must submit the evaluation within 30 days of the engagement. Subsequent SPONSOR participation is dependent upon receipt of completed evaluation.
3. Sponsor: TOURING ARTIST (the artist/ensemble) is able to work with sponsors that are nonprofit organizations (federally tax-exempt under the IRS Section 501(c)(3)), units of government, schools, or nonprofit educational institutions (federally tax-exempt under the IRS Section 501(c)(3))* . Funds may not be used to support activities that occur during a faith-based or religious service.
4. Engagement: SPONSOR engages TOURING ARTIST(S) who agree(s) to perform activity at the date(s), time(s), and place(s) and for the compensation specified herein.
5. Physical Location: For live event, SPONSOR agrees to provide to the TOURING ARTIST(S), at its own expense, liability insurance, and lighted, clean and orderly accessible facility; and location must be staffed with adequate ushers, ticket sellers, and security, on the date(s) and at the time(s) of the event(s) specified herein.
6. Online Broadcast Platform: SPONSOR agrees, at its own expense, to provide an online space/platform for broadcasting on the date(s) and at the time(s) of the event(s) specified herein.
7. Distribution of Content: For live events, broadcasting, recording or reproduction of the presentation, or any part thereof of a live event, cannot take place without the consent of the TOURING ARTIST(S) in advance.

For live online performances/engagements, footage becomes the shared property of the TOURING ARTIST and sponsor. Touring Artists and Sponsors will work together to determine how long live video footage will be hosted online and how the footage will be shared, in whole or in part, by both parties. SPONSORS and TOURING ARTISTS may not sell or receive additional payment for redistribution of video footage created for this project.

8. Promotional Materials: All materials publicly advertising the contracted engagement shall include the program credit: ***"South Dakota Arts Council support is provided with funds from the State of South Dakota, through the Department of Tourism, and the National Endowment for the Arts."*** Upon request of SPONSOR, TOURING ARTIST(S) will provide a description of the program to be presented and supporting program materials. SPONSOR agrees to properly distribute and display all promotional materials.
9. Impossibility of Presentation: TOURING ARTIST(S) shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical disability or illness of TOURING ARTIST(s), lack of correct information on the contract, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, weather, or any similar cause beyond the control of TOURING ARTIST(s). However, should the TOURING ARTIST(S) fail to appear for any other reason, the SPONSOR shall be under no obligation to pay the artist's fee. If more than one artist is to appear on a single program, a substitute of equal standing may be supplied for any one or more artists unable to appear and, in that event, SPONSOR shall remain obligated in all respects hereunder.
10. Cancellation: The SPONSOR may not cancel this contract less than 30 days prior to the event without fulfilling its contractual financial obligations to the TOURING ARTIST(S) as specified herein [unless a mutual decision to cancel is reached between the SPONSOR and the TOURING ARTIST(S)], with the exception of acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, weather, or any similar cause beyond the control of the SPONSOR. If the SPONSOR cancels an event due to weather or similar cause beyond the control of the SPONSOR, and if an alternate date cannot be negotiated, the SPONSOR is responsible for paying the TOURING ARTIST(S) the full performance fee as specified herein, provided that the TOURING ARTIST(S) was at, or en route to, the site.
11. Discrimination: SPONSOR agrees that no person shall be excluded from participating in, nor be denied the benefits of, any program, activity, or service on the basis of actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity; and agrees not to discriminate against any employee or application for employment in the performance of this contract, with respect to his/her hire, tenure, terms, conditions, or privileges or employment, or any matter directly or indirectly related to employment, because of his/her actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity.

**EIN/TIN is required when submitting the TOURING ARTS CONTRACT. The SDAC is funded in part through the National Endowment for the Arts' (Arts Endowment) State Partnership Agreement. The Arts Endowment's General Terms and Conditions for Grants and Cooperative Agreements to Organizations apply to all grants/awards that the SDAC issues, including SPONSOR eligibility.*

Outlaw Square Budget
As of 5/31/2022

Revenue Budget		2020 BUDGET	2020 Actual	2021 BUDGET	2021 Actual	2022 Budget	2022 Actual
SPONSORSHIP & PUBLIC SUPPORT		BUDGET	ACTUAL				
Corporate Contributions & Sponsorship	\$	146,700.00	\$ 112,426.66	\$ 125,000.00	\$ 151,825.21	\$ 154,000.00	\$ 41,250.00
Business Improvement District 7	\$	25,000.00	\$ 13,000.00	\$ -			
Business Improvement District 8	-						
Business Improvement District 9	\$	215,000.00	\$ 145,000.00	\$ 215,000.00	\$ 227,900.00	\$ 250,000.00	
City of Deadwood Bed & Booze Funds	\$	100,000.00	\$ 67,549.61	\$ 75,000.00	\$ 73,931.97		
<i>Total Sponsorship and Public Support Revenue</i>	\$	486,700.00	\$ 337,976.27	\$ 415,000.00		\$ 404,000.00	\$ 41,250.00
PROGRAM REVENUE							
Winter Programming Revenue - skating	\$	11,000.00	\$ 25,744.98	\$ 14,500.00	\$ 43,850.40	\$ 26,000.00	\$ 55,249.25
Winter Programming Revenue - IBC							
MSI Promotional Program Revenue	\$	15,000.00	\$ -	\$ -			
Seasonal Events Revenue	\$	-	\$ -	\$ -			
Historic Preservation Support of Historic Programming	\$	10,000.00	\$ -	\$ -	\$	5,000.00	
Third Party Rental	\$	5,000.00	\$ 7,389.75	\$ 6,000.00	\$ 35,992.37	\$ 25,000.00	\$ 7,188.75
Misc Revenue	\$	-	\$ -	\$ -			
PPP Loan/Grant 2020	\$	-	\$ 16,151.55	\$ -			
Carryover COVID Events	\$	-	\$ 3,000.00	\$ -			
Vendor Revenue	\$	-	\$ 3,973.29	\$ 3,500.00	\$ 6,155.38	\$ 3,600.00	\$ 45.00
<i>Total Program Revenue</i>	\$	41,000.00	\$ 56,259.57	\$ 24,000.00		\$ 59,600.00	\$ 62,483.00
TOTAL REVENUE	\$	527,700.00	\$ 394,235.84	\$ 439,000.00	\$ 539,655.33	\$ 463,600.00	\$ 103,733.00
Expenses Budget							
CAPITAL EXPENDITURES							
Equipment	\$	103,000.00	\$ 101,478.61	\$ 37,000.00	\$ 90,000.16	\$ 28,000.00	\$ 8,825.75
PROGRAM EXPENSES							
Miscellaneous Supplies	\$	1,000.00	\$ -	\$ 1,000.00		\$ 1,500.00	
Maintenance & Upkeep	\$	9,000.00	\$ 2,668.13	\$ 9,000.00		\$ 1,000.00	\$ 813.22
Concert Series Expenses	\$	81,000.00	\$ 64,157.95	\$ 109,000.00	\$ 115,194.71	\$ 140,000.00	\$ 25,650.00
Carryover Event			\$ 3,000.00				
Art & Wine Program Expenses	\$	2,500.00	\$ -	\$ 2,500.00			
Fall Festival Expenses	\$	5,000.00	\$ -	\$ 5,000.00		\$ 1,000.00	
MSI Promotional Program Expenses	\$	14,000.00	\$ -	\$ -			
Seasonal Program Expenses	\$	17,000.00	\$ -	\$ 7,000.00	\$ 2,542.60	\$ 2,500.00	
<i>Total Program Expenses</i>	\$	129,500.00	\$ 69,826.08	\$ 133,500.00	\$ 117,737.31	\$ 146,000.00	\$ 26,463.22
DIRECT OVERHEAD EXPENSES							
Advertising - Media	\$	40,000.00	\$ 25,221.28	\$ 40,000.00	\$ 35,800.37	\$ 34,000.00	\$ 15,005.20
Park Supplies	\$	9,000.00	\$ 5,660.89	\$ 9,000.00	\$ 18,580.87	\$ 14,000.00	\$ 5,450.68
Licenses & Permits	\$	5,000.00	\$ 3,685.00	\$ 5,000.00	\$ 1,656.00	\$ 2,500.00	
Repairs & Maintenance - Chamber Area	\$	2,500.00	\$ -	\$ 2,500.00		\$ 500.00	
Security	\$	10,000.00	\$ 3,849.71	\$ 9,000.00	\$ 10,039.77	\$ 11,000.00	\$ 379.41
Storage	\$	700.00	\$ 1,793.00	\$ 500.00	\$ 958.20	\$ 2,600.00	\$ 2,760.00
Uniforms	\$	2,250.00	\$ 1,290.68	\$ 2,000.00	\$ 2,588.47	\$ 5,000.00	\$ 3,280.26
<i>Total Direct Overhead Expenses</i>	\$	69,450.00	\$ 41,500.56	\$ 68,000.00	\$ 69,623.68	\$ 69,600.00	\$ 26,875.55
DIRECT PAYROLL EXPENSES							
Salaries & Wages (incl. Payroll-Taxes and benefits)	\$	161,050.00	\$ 127,552.27	\$ 160,000.00	\$ 173,854.04	\$ 166,000.00	\$ 105,864.57
Benefits	\$	13,500.00	\$ -	\$ -			
<i>Total Direct Payroll Expenses</i>	\$	174,550.00	\$ 127,552.27	\$ 160,000.00	\$ 173,854.04	\$ 166,000.00	\$ 105,864.57
INDIRECT OVERHEAD EXPENSES							
Bank Charges/Outside Services (New)/CC fees	\$	2,000.00	\$ 228.73	\$ 1,500.00	\$ 301.98	\$ 1,000.00	\$ 282.22
Website Development	\$	3,000.00	\$ -	\$ 2,000.00		\$ 1,500.00	
Copying and Printing	\$	5,000.00	\$ -	\$ -		\$ 500.00	
Dues & Registrations	\$	1,000.00	\$ 665.20	\$ 1,000.00		\$ 1,000.00	\$ 187.70
Insurance	\$	6,000.00	\$ 327.92	\$ 5,000.00	\$ 5,781.19	\$ 7,200.00	\$ 6,794.27
Administrative/Accounting/Sales-UseTax (New in 20)	\$	4,200.00	\$ 5,829.42	\$ 7,000.00	\$ 16,279.34	\$ 19,000.00	\$ 5,788.82
Office Supplies	\$	5,000.00	\$ 219.26	\$ 3,000.00	\$ 1,570.01	\$ 2,000.00	
Lease Fees	\$	12,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00
Computer/Software	\$	2,500.00	\$ 1,558.04	\$ 2,000.00	\$ 2,729.26	\$ 3,500.00	\$ 1,687.76
Travel and Training	\$	2,500.00	\$ 173.99	\$ 2,000.00	\$ 723.96	\$ 2,000.00	
Utilities - Chamber	\$	6,000.00	\$ 915.06	\$ 3,500.00	\$ 203.03	\$ 1,000.00	
Misc Expenses	\$	-	\$ 6,299.06	\$ -		\$ 1,000.00	
*** PPP Loan/Grant Liability			\$ 16,151.55				
<i>Total Indirect Overhead Expenses</i>	\$	49,200.00	\$ 46,368.23	\$ 39,000.00	\$ 39,588.77	\$ 51,700.00	\$ 19,740.77
CONTINGENCY	\$	2,000.00		\$ 2,000.00		\$ 2,300.00	
TOTAL EXPENSES	\$	527,700.00	\$ 386,725.75	\$ 439,500.00	\$ 490,803.96	\$ 463,600.00	\$ 187,769.86
DIFFERENCE	\$	-	\$ 7,510.09	\$ -	\$ 48,851.37	\$ -	\$ (84,036.86)

CITY OF DEADWOOD



South Dakota

**An Independent Licensee of the Blue Cross and
Blue Shield Association**

Notice of Renewal Rates

Health Benefits 1 Current		Health Benefits (Renewal)		Declined	
Benefit Code:	78C/134 - Plan PPO SD	Benefit Code:	78C/134 - Plan PPO SD		
Deductible:	\$1500/\$3000	Deductible:	\$1500/\$3000		08/01/2022
Coinurance:	30% IN 40% OUT	Coinurance:	30% IN 40% OUT	Employee:	\$732.51
OPM:	\$4500/\$9000	OPM:	\$4500/\$9000	Employee/Spouse:	\$1,469.79
Preventive:	Yes	Preventive:	Yes	Employee/Child(ren):	\$1,360.75
OV Copay:	\$30	OV Copay:	\$30	Emp/Spouse/Child(ren):	\$2,188.08
ER Copay:	N/A	ER Copay:	N/A		
RX Description:	\$10/\$30/\$60/\$100	RX Description:	\$10/\$30/\$60/\$100	% of Change:	24.97%

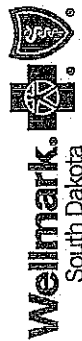
Account Key: 33830

Effective Date: 08/01/2022

Representative: Acipoint LLC dba Fischer Rounds and Associates

Group Number: 081409-0000

CITY OF DEADWOOD



An Independent Licensee of the Blue Cross and Blue Shield Association

Primary and Modified PPO Plans - Renewal Alternates

Premiums based on 2-way census										Premiums based on 4-way census							
Health Code	Drug Code	Deductible Single/Family	Coinsurance		Out Of Pocket Maximum Single/Family	IN OV Copays		Copay ER	Single Coverage 14		Family Coverage 34	Employee Only 14	Employee/ Spouse 10	Employee/ Child(ren) 9	Emp/Sp/ Child(ren) 15	Monthly Premium	Percent Change
			IN	OUT		PCP	Non PCP										
<input type="checkbox"/> 6TU	109-R	\$1000/\$3000	20%	40%	\$2000/\$4000	\$20	\$40	\$300	\$773.52	\$1,853.43	\$774.72	\$1,550.09	\$1,434.97	\$2,308.41	\$73,845.86	31.80%	
<input type="checkbox"/> 6TV	110-R	\$1500/\$4500	20%	40%	\$3000/\$6000	\$25	\$50	\$300	\$709.64	\$1,692.40	\$706.43	\$1,416.37	\$1,311.37	\$2,108.03	\$67,476.50	20.43%	
<input type="checkbox"/> 6TX	111-S	\$2000/\$6000	20%	40%	\$4000/\$8000	\$30	\$60	\$350	\$669.10	\$1,550.20	\$651.05	\$1,302.96	\$1,206.54	\$1,938.07	\$62,074.21	10.79%	
<input type="checkbox"/> 6TY	112-S	\$2500/\$7500	20%	50%	\$5000/\$10000	\$35	\$70	\$350	\$602.99	\$1,397.92	\$588.49	\$1,174.83	\$1,088.11	\$1,746.07	\$55,974.20	-0.10%	
<input checked="" type="checkbox"/> 6TZ	113-T	\$3000/\$9000	30%	50%	\$6000/\$12000	\$35	\$70	\$400	\$567.23	\$1,264.48	\$536.85	\$1,069.07	\$990.36	\$1,587.58	\$50,933.54	-9.09%	
<input type="checkbox"/> 6U2	114-T	\$3500/\$10500	30%	50%	\$7000/\$14000	\$40	\$80	\$400	\$537.73	\$1,198.15	\$509.50	\$1,013.06	\$938.58	\$1,503.64	\$48,265.42	-13.86%	
<input type="checkbox"/> 6U3	115-T	\$4000/\$12000	30%	50%	\$8000/\$16000	\$40	\$80	\$450	\$527.75	\$1,176.67	\$500.58	\$994.79	\$921.70	\$1,476.27	\$47,395.37	-15.41%	
<input type="checkbox"/> 6U4	116-U	\$4500/\$13500	30%	50%	\$8150/\$16300	\$45	\$90	\$450	\$515.97	\$1,136.87	\$485.01	\$962.92	\$892.24	\$1,428.51	\$45,877.15	-18.12%	
<input type="checkbox"/> 6U5	117-U	\$5000/\$15000	30%	50%	\$8550/\$17100	\$45	\$90	\$500	\$502.18	\$1,135.28	\$482.48	\$957.73	\$887.44	\$1,420.74	\$45,630.08	-18.56%	
<input type="checkbox"/> SZ3	106-P	\$6000/\$12000	0%	0%	\$6000/\$12000	\$40	\$80	\$400	\$517.25	\$1,249.62	\$524.50	\$1,043.77	\$966.97	\$1,549.68	\$49,728.63	-11.24%	
<input type="checkbox"/> SZ4	107-Q	\$8150/\$16200	0%	0%	\$8150/\$16200	\$50	\$100	\$500	\$482.65	\$1,163.14	\$489.39	\$971.88	\$900.52	\$1,441.93	\$46,303.89	-17.36%	

Special Notes and Provisions: The "In-Network PCP Office Visit Copay" applies to chiropractors, physical therapists, occupational therapists, mental health/chemical dependency services, and primary care practitioners. PCPs are defined as Advanced Registered Nurse Practitioners, Family/General Practitioners, Internists, Obstetricians/Gynecologists, Pediatricians, and Physician Assistants. The office copay applies to all services, except preventive, and is taken per practitioner per date of service. Infertility is excluded.

These plans have Blue Rx Complete drug card coverage. For more information, please see Wellmark Drug List.

Health and Drug Out of Pocket Maximums are aggregate.

P - \$20/\$40/\$80/\$160 w \$140 BioSim/\$200 specialty/\$250 np specialty
Q - \$30/\$60/\$120/\$200 w \$185 BioSim/\$250 specialty/\$300 np specialty
R - \$15/\$30/\$60/\$120 w \$115 BioSim/\$175 specialty/\$225 np specialty
S - \$20/\$40/\$80/\$160 w \$140 BioSim/\$200 specialty/\$250 specialty

Section 6 Item i.

☐ 2-Way

☒ 4-Way

Effective Date of Change

Signature of Group Administrator**

Date

**Signature here acknowledges the plan(s) selected is correct and that the Disclosure exhibit has been read and understood.

Run Date: 04/20/2022 10:37 AM B

PART-TIME WAGE SCALE - 2022

Effective 12/26/2021

3% COLA

Department	Starting Wage	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service	After 4 Years of Service	Top Wage for Position
Archives Photo Researcher	\$ 14.42					
Janitorial	\$ 15.01					
Library Assistant I	\$ 14.42					
Library Assistant II	\$ 13.27					
Library Page	\$ 9.87					
Lifeguards	\$ 13.27					
Mt. Moriah	\$ 13.27					
Office Assistants	\$ 13.27					
Parking Ramp	\$ 13.27					
Police Reserves	\$ 14.06	\$ -	\$ 14.67	\$ 15.34	\$ 16.40	\$ 16.40
Public Wrks Seasonal Tech	\$ 15.39					
Rec Center Front Fesk	\$ 13.27					
Seasonal Parks	\$ 13.27					
Trolley	\$ 13.50	\$ 14.26	\$ 15.01	\$ -	\$ -	\$ 15.01

PART-TIME WAGE SCALE - 2022

Updated 7/5/2022

Department	Starting Wage	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service	After 4 Years of Service	Top Wage for Position
Archives Photo Researcher	\$ 14.42					
Janitorial	\$ 15.01					
Library Assistant I	\$ 14.42					
Library Assistant II	\$ 13.27					
Library Page	\$ 9.87					
Lifeguards	\$ 13.27					
Mt. Moriah	\$ 13.27					
Office Assistants	\$ 13.27					
Parking Ramp	\$ 13.27					
Police Reserves	\$ 14.06	\$ -	\$ 14.67	\$ 15.34	\$ 16.40	\$ 16.40
Public Wrks Seasonal Tech	\$ 15.39					
Rec Center Front Fesk	\$ 13.27					
Seasonal Parks	\$ 13.27					
Trolley	\$ 14.50	\$ 15.26	\$ 16.01	\$ -	\$ -	\$ 16.01

- 5.12 Trolley Drivers who work after ~~midnight~~ 6:00 p.m. until ~~6:00 a.m.~~ 8:00 a.m. will receive an additional ~~\$1.00~~ \$3.00 per hour for shift differential pay.

Trolley Drivers who take on additional duties of carrying the pager and being on call during the absence of the trolley manager, will receive an additional \$2.00 per hour while acting as assistant manager.

POSITION DESCRIPTION

TRANSPORTATION SUPERINTENDENT

GENERAL PURPOSE

Employee is responsible for the day-to-day management of the Trolley System including paratransit services (Transportation Department). This includes implementing proper fleet management protocols for routine and preventive maintenance and related operational duties. There is an emphasis on scheduling, coordination, and management of all aspects for the Trolley & Paratransit System.

SUPERVISION RECEIVED

Employee works under the general direction and supervision of the department head assigned to this portion of the City's services.

SUPERVISION EXERCISED

This position supervises all trolley and paratransit employees and contractors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Must have working knowledge and be capable of operating all transportation equipment.

Makes written recommendation to department head for discipline and/or dismissal of trolley and paratransit employees and contractors.

Directs, plans, and schedules trolley and paratransit services on a daily and weekly basis within the transportation department.

Maintains inventory of resources needed and used for the maintenance and repairs of the transportation equipment.

Ensures service contracts, cleaning services, routine maintenance and repairs are completed in a timely matter through in-house or contracted needs.

Assists the appropriate department head(s) with budget planning.

Ensures fleet management practices are in place for appropriate preventive and routine maintenance of equipment. .

Enforces all safety rules and regulations through the City's policies along with state and federal regulations.

On call during hours of trolley operation.

Performs administrative duties that include keeping accurate records of operations, maintenance, and trolley schedules.

Cooperates with other city departments and assists when needed.

Conducts other duties as needed or assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must have a high school diploma or a GED equivalent.

Must have supervisory and fleet management experience.

Preference considered for experience in the upkeep and maintenance of medium duty vehicles.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must have a working knowledge in mechanical maintenance and repair matters.

Must have computer skills to run software associated with general maintenance and fleet management.

Must be able to plan, train, organize, delegate and instruct all transportation employees and contractors on equipment used by the department.

Must be able to perform the upkeep of the city's transportation

SPECIAL REQUIREMENTS

Must have a valid South Dakota commercial driver's license with a passenger endorsement to drive trolley as necessary.

TOOLS AND EQUIPMENT USED

Medium duty vehicles (Trolleys), various mechanical tools including but not limited to hand, air powered, electrical and hydraulic.

PHYSICAL DEMANDS

The physical demands described here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently up to 75 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: _____ Transportation Superintendent

Employee Name: _____

Physician Approval: _____

Date Developed: 12/21/20 Revisions: 12/21/20**PHYSICAL DEMANDS**

Note: In terms of an eight hour workday. 8 or 10 hour day. 7 days/wk. Weekends, holidays.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 – 10 HOUR DAY	COMMENTS
Sit	2	6 - 9	
Stand	1	6 - 9	
Walk	1	6 - 9	Uneven surfaces, steps.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NON E	OCCASION AL	FREQUENT LY	CONTINUOUS LY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			

Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		

70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Gloves, safety glasses, and ear plugs
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Hand tools, vibratory tools.
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		

Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		

Communication Skills: Develop written communications requiring grammar skills. Interact with customers on an explanatory basis. Interact with groups of people.	X X X		
Math Skills: Basic skills of addition, subtraction, and multiplication. Advanced math skills.	X	X	
Reading Skills: Basic instructions material Technical information	X X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for TRANSPORTATION SUPERINTENDENT**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

POSITION DESCRIPTION

Public Buildings Superintendent

GENERAL PURPOSE

Employee is responsible for procedures, routine and preventive maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of City owned Buildings .

SUPERVISION RECEIVED

Employee works under the general direction of the Public Work's Director.

SUPERVISION EXERCISED

Employee supervises all maintenance, repairs, and improvements to City owned buildings and may, upon authorization, utilize additional city staff to perform maintenance, repairs, or improvements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Must have working knowledge and be capable of maintaining and operating all City building and related technology.

Plans, performs, and coordinates work on a daily and weekly basis for all aspects of the Buildings Division of Public Works.

Maintains inventory of items needed and used for the repairs and maintenance of all public buildings including the housekeeping/janitorial inventory.

Assists with planning and budgeting needs for public buildings.

Acts as lead staff for the coordination of monitoring, servicing and maintaining all City of Deadwood security systems, door locking systems, fire alarm systems, camera systems, sound systems, and video production systems as it relates to public facilities.

Ensures that adequate preventive and routine maintenance items are in place and completed for the Buildings Division of Public Works.

Complies with all safety rules and regulations set forth by local, state, and federal rules and regulations.

Schedules building maintenance as needed.

Cooperates and assists other city departments as needed.

Conducts other duties as needed or assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must have a high school diploma or a GED equivalent.

Must have a minimum of two years of post-high school education or on the job training that applies to the general job description

A minimum of two (2) years' experience in the general maintenance of facilities.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must have a working knowledge in mechanical and carpentry repairs.

Must be able to plan, organize, delegate, and instruct contractors and employees when work is contract or assistance is required to complete a job or project.

Must be able to perform the upkeep of the city's facilities which include HVAC systems, and infrastructure inside and out.

SPECIAL REQUIREMENTS

Must have a valid South Dakota driver's license.

TOOLS AND EQUIPMENT USED

Heavy equipment and machinery, hand tools, specialty maintenance equipment, computer, welder, power tools, and various electrical meters.

PHYSICAL DEMANDS

The physical demands described here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently up to 75 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: Public Buildings/IT Superintendent

Employee Name: _____

Physician Approval: _____

Date Developed: 12/21/20 Revisions: 3/30/22**PHYSICAL DEMANDS**

Note: In terms of an eight hour workday. 8 or 10 hour day. 7 days/wk. Weekends, holidays.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 – 10 HOUR DAY	COMMENTS
Sit	2	6 - 9	
Stand	1	6 - 9	
Walk	1	6 - 9	Uneven surfaces, steps.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NON E	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
----------	---------	------------	--------------	----------

Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		.
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Gloves, steel toe boots, arm guards, goggles, ear plugs, back braces, hard hats with shields, respirator, chaps.
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Hand tools, vibratory tools.
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		

Worker is subject to night work hours.	X		
--	---	--	--

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.	X		
Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for Public Buildings/IT Superintendent**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be

performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

PARKING LEASE WITH
BLACK HILLS CENTRAL RESERVATIONS

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and Black Hills Central Reservations, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "BHCR".

CITY and BHCR agree that BHCR shall rent (2) two spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Seiver Street under the following terms and conditions:

I.

The term of this lease shall be for one (1) year, to commence on July 1, 2022 and terminate on June 30, 2023. The parties acknowledge and agree that BHCR, its employees, representatives and invitees may use (2) two parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

BHCR agrees to pay to CITY as rent the sum of one hundred fifty and No/100ths Dollars (\$150.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1st day of July, 2022, with payment made the first day of each following month through June 30, 2023.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that BHCR is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not BHCR uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

BHCR and CITY agree that BHCR shall be assigned specific spaces by CITY on Seiver Street and that such space will be available at all times described above for use by BHCR.

BHCR shall be responsible for all costs of signage, CITY shall install all signage. BHCR agrees to abide by all rules and regulations established by CITY for Seiver Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

BHCR agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. BHCR acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Seiver Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to BHCR vehicles or its contents while parking on Seiver Street. BHCR agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that shall use Seiver Street at its own risk and responsibility.

V.

BHCR shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by BHCR, and against any loss, damage, or expense resulting from injury to BHCR.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either BHCR or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 5th day of July, 2022.

CITY OF DEADWOOD

By: _____

David R Ruth Jr.

Its: Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this ____ day of July, 2022.

Randy Sulzbach

PARKING LEASE WITH
CONRAD COMPANIES

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and Conrad Companies, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CONRAD".

CITY and CONRAD agree that CONRAD shall rent (2) two spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Seiver Street under the following terms and conditions:

I.

The term of this lease shall be for one (1) year, to commence on July 1, 2022 and terminate on June 30, 2023. The parties acknowledge and agree that CONRAD, its employees, representatives and invitees may use (2) two parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

CONRAD agrees to pay to CITY as rent the sum of one hundred fifty and No/100ths Dollars (\$150.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1st day of July, 2022, with payment made the first day of each following month through June 30, 2023.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that CONRAD is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not CONRAD uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

CONRAD and CITY agree that CONRAD shall be assigned specific spaces by CITY on Seiver Street and that such space will be available at all times described above for use by CONRAD.

CONRAD shall be responsible for all costs of signage, CITY shall install all signage. CONRAD agrees to abide by all rules and regulations established by CITY for Seiver Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

CONRAD agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. CONRAD acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Seiver Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to CONRAD vehicles or its contents while parking on Seiver Street. CONRAD agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that shall use Seiver Street at its own risk and responsibility.

V.

CONRAD shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by CONRAD, and against any loss, damage, or expense resulting from injury to CONRAD.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either CONRAD or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 5th day of July, 2022.

CITY OF DEADWOOD

By: _____

David R Ruth Jr.

Its: Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this ____ day of July, 2022.

Trinity Conrad

INVOICE

FROM

Black Hills
Asphalt LLC

P.O. Box 43
 Spearfish, SD 57783
 (605) 645-3437
 (605) 639-1242

2011

DATE 6/19/22

JOB NAME _____

JOB # _____

LOCATION _____

TO CITY OF DEADWOOD
Shor by Baseball Field

QUANTITY	DESCRIPTION	PRICE	AMOUNT
35,980	sq ft sealcoat clean + prim 2 coats		8995 ⁰⁰
667	LF cracks clean + fill		994 ⁵⁰
	1 paint package to original		1150 ⁰⁰
	mobilization		500 ⁰⁰
			11,639 ⁵⁰
	SD Excise TX		237 ⁴⁴
	Thanks Cran		91
	Total		11,876



522 S Main St
Lead, SD 57754
605-578-1495

Jacobs Precision Welding Inc

Invoice

DATE	INVOICE #
6/27/2022	29281

BILL TO

City of Deadwood
102 Sherman St
Deadwood SD 57732

P.O. NO.	TERMS	Jacobs JOB#	Jacobs PS#
	Net 15	7053	

DESCRIPTION	QTY\HRS	RATE	AMOUNT
Fabricate and Install Tree Grate at Outlaw Square	1	2,737.88	2,737.88
Subtotal			\$2,737.88
Sales Tax (6.5%)			\$0.00

Thank you for your business **Customer Balance \$2,737.88**

Total Due \$2,737.88

Acceptance of goods constitutes acceptance of our terms and conditions. There is a late charge of 1.5% per month on all past due balances that are not paid within the terms of our agreement. Reasonable Collection and Attorney's Fees will be assessed to all accounts placed for collection. Items left after 10 days will be charged \$15 per day thereafter.

Plastic Works
P.O. 337
Leola, SD 57456
[605-439-3561](tel:605-439-3561)

INVOICE

City of Deadwood
Deadwood, SD
Fax: [605-578-3101](tel:605-578-3101)
Att: Bill

Invoice # 4745

Invoice Date 06/16/2022

Due Date 06/16/2022

Item	Description	Unit Price	Quantity	Amount
	16' x 1/2" Asphalt with tail stiffening kit	2920.00	1.00	2,920.00
	Shipping	650.00	1.00	650.00
Subtotal				3,570.00
Total				3,570.00
Amount Paid				0.00
Balance Due				\$3,570.00

TWIN CITY CLOTHING CENTER

PO Box 590
306 Main St.
Lead SD 57754
Phone (605)717-0739

April 20, 2022

City of Deadwood
102 Sherman St.
Deadwood SD 57732

Attn: Jessica McKeown
Deadwood Finance Office

Re: Disbursement of 2022 Budget Request

Dear Ms. McKeown

We are hereby requesting disbursal of the \$2500 that was allocated to the Twin City Clothing Center (Free Store) in your ~~2021 Budget~~.

2022

We are very appreciative of your help in keeping the Twin City Clothing Center operational. Your support enables us to continue to serve our community and the surrounding area.

Sincerely,



Glenn Palmer
Treasurer

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
FOR WHAT WOMEN WANT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 5, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 10:00 a.m. on Friday, July 15 to 9:00 p.m. on Saturday, July 16, 2022.

Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 20th day of June, 2022.

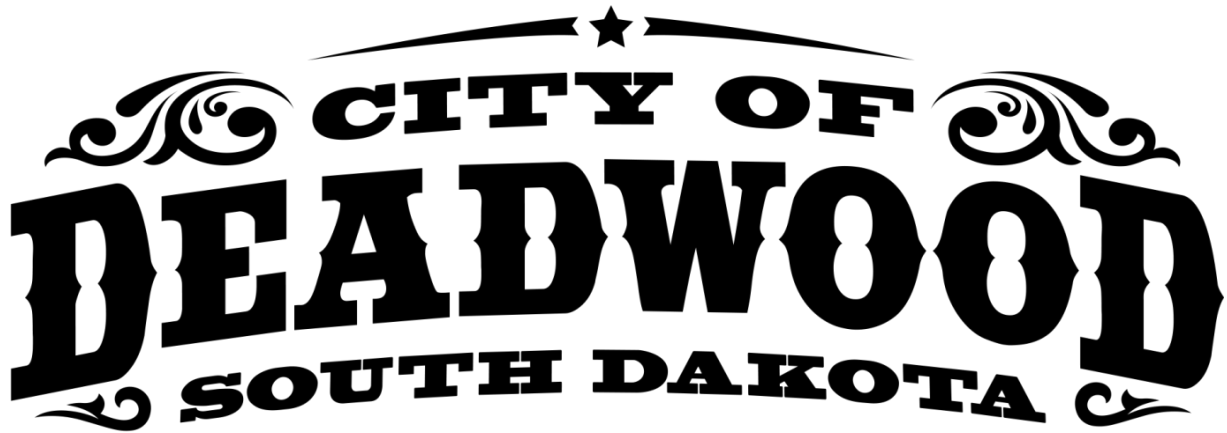
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: June 23, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.



City of Deadwood Special Event Permit Application and Facility Use Agreement for

What Women Want expo - July 15 & 16

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: What Women Want - Expo

Event Date(s): July 15, 16, 2022
(month, day, year)

Total Anticipated Attendance: 350

(# of *Participants* 50 # of *Spectators* 300)

Actual Event Hours: (from): 11 am AM / PM (to): 7 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: July 15 Start Time: 10 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
Vendor Tents set up within Outlaw Square and on Deadwood St. Along with Sanford Health
Screening semi

Dismantle Date: July 16 Completion time: 9 pm 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 St closed from 10 am July 15 until 9 pm - July 16. 2022

- 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.
- Additional security maybe required at the discretion of the Event Committee.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☒ Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605) 717-6848

Address: 703 Main St Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 717-6848 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: Bobby Rock

Address: 703 Main St Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

(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

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).:

Vendor fee will be charged for space/tent use including electrical if needed
\$100

**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:

This is an Outlaw Square event featuring vendors/business that are women owned and operated.

Stage will be used for Speakers, stage demos and possible songwriters feature throughout Saturday.

Asking for open container for Zone 3 only from 11 am until 7 pm on July 16 for beer and wine tastings. All served in open container cups.

Deadwood street will be used for Vendor tents and Sanford Health Screen truck. Screenings would take place from Noon til 4 on Friday and 11 am until 7 on Saturday

Event Set up will begin at 4 pm on Friday with tents being set on Deadwood Street

We will have bike gates placed along sidewalk edge of Oultaw Square and security watching entrances to make sure beer and wine stay in the venue

**NOTICE OF PUBLIC HEARING
EXTENDING ZONE 2**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 5 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Zone 2:

Extend Zone 2 to include 93 Sherman Steet. Review of trial basis was approved through June 18, 2022 on December 6, 2021.

Any person interested in the approval or rejection of this matter may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 20th day of June, 2022

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: June 23, 2022

For any public notice that is published one time:

ORDINANCE #1356
AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

Chapter 5.40
TOURIST CONVEYANCES

5.40.010 Licenses -- Issuance -- Restrictions.

The City Commission may issue annual licenses for tourist conveyance which offers or gives tours originating within the city, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah Cemetery for the purposes of conducting tours. The admittance to Mt. Moriah Cemetery shall be from May 1st through October 31st unless otherwise expressly permitted by the Sexton of Historic Cemeteries. Only tourist buses or conveyances licensed pursuant to this chapter shall be admitted to Mt. Moriah Cemetery unless authorized by the Sexton of Historic Cemeteries.

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited to no more than three (3) tour conveyance companies per calendar year. City Commission reserves the right to reduce the number of licenses if existing license is abandoned or revoked.

C. The City Commission shall have the authority to establish the parking areas and origination location for each license issued. The City Commission shall have the authority to establish the routes tour bus companies must take to and from Mt. Moriah Cemetery. In addition, licenses shall not be issued until each licensee provides the Chief of Police and the Sexton of Historic Cemeteries with a tour schedule. Each licensee shall arrive and depart according to the tour schedule to ensure proper flow of traffic. Each licensee may utilize a five (5) minute grace period for those scheduled times; each licensee has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any requested or proposed changes to the approved schedule shall be submitted to the Chief of Police and the Sexton of Historic Cemeteries at least seven (7) days prior to such change taking effect. Violations of the subsection shall subject the licensee to suspension or revocation of its license under Section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section 5.44.010 of the Deadwood Municipal City Ordinance.

E. Each licensee shall be permitted to operate only one (1) vehicle at any one (1) time from assigned parking sites or origination location.

F. Each company shall be permitted to operate only one (1) vehicle on a regular basis in Mt. Moriah Cemetery at any one (1) time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The licensee shall carry public liability insurance in the minimum amount of two million dollars (\$2,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

5.40.030 Licensing policies and procedures

A. Applications for licenses required by this chapter shall be made on official application forms prescribed provided by the ~~commission~~ City Commission.

B. All applications under this chapter shall be submitted to the commission Parking and Transportation Committee which shall issue a recommendation to the City Commission, which has discretion to approve or disapprove the applications.

C. Every application for a license shall be accompanied by the required application and associated fees in the amount established by the annual fee resolution.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.

5.40.050 Transfer of license

Any license granted under this chapter may be transferred to a new location or another person or entity only upon a vote of the majority of members of the Deadwood City Commission at their absolute discretion subject to 5.40.010(A).

5.40.080 Standards of operation

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

A. Loudspeakers should shall be within sound levels in accordance with the City of Deadwood ordinance regulation noise;

B. Abusive, obnoxious, slanderous and/or vulgar language will not be allowed at any time;

- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other tour operators and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all foot patrons equal access to all sites within the cemetery without obstruction. Operators will be restricted to a maximum 30-minute time limit inside the cemetery during each tour;
- E. Operation of all vehicles will be in accordance with all state and federal motor vehicle regulations;
- F. Vehicles used for the operation of a Tourist Conveyance by the licensee as authorized by this ordinance shall be kept in good working order and professional appearance. Vehicles are subject to the inspection of the City upon request.
- G. The licensee shall be responsible for providing proper documentation as set forth by the Finance office and payments and associated fees as set forth by resolution to the city City of Deadwood for the admission fee set by resolution through the City Commission for all persons into Mt. Moriah Cemetery;
- H. Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah ~~Cemeteries~~ Cemetery at all times.
- I. The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.
- J. Violations to this Ordinance or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.
- K. Revocation: The annual license, once granted, may be revoked permanently or for a set period by the City Commission, at the recommendation of the Parking & Transportation Committee, after a hearing is held before the license holder. All such revocation hearings will take place at a public hearing as set by the City Commission. Such revocation may be based upon written complaints or by such incidents involving the licensee for matters involving violations to this ordinance code, property damage or other City OrdinanceCode violation which may involve

the licensee.

5.40.090 Selection of licenses when applications are made.

- A. Preference to existing licensees. In granting a license under this chapter, preference shall be given to prior licensees in good standing
- B. Selection of licensees when excess applications are made. When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees, the available license(s) will be awarded to a qualified operator(s).
 - 1. A qualified licensee is one who:
 - a. Demonstrates to the satisfaction of the City Commission sufficient business plan to actually engage in the tour conveyance business;
 - b. Meets all other requirements of this chapter;
 - c. Resides at the time of the application within the Lead-Deadwood School District 40-1.
 - 2. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the City Commission.

5.40.100 Non-use of license

- A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the ~~commission~~ City Commission in writing and issuance of a new license pursuant to the terms of this chapter.
- B. Any license having no activity in Mt. Moriah Cemetery for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the Sturgis Motorcycle bike rally in August.

5.40.110 Violation—Penalty.

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

| Dated this 5th day of July 2022.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: June 20, 2022
Second Reading: July 5, 2022
Published: July 7, 2022
Adopted: July 27, 2022

ORDINANCE NO. 1357
AN ORDINANCE CREATING CHAPTER 1.20 SEVERABILITY

NOW, THEREFORE, BE IT ORDAINED by the City Commissioners of the City of Deadwood that a new Chapter 1.20 of the Code of Ordinances of City of Deadwood, South Dakota entitled “Severability” is hereby established as follows:

1.20 SEVERABILITY:

The provisions of this City of Deadwood Code of Ordinances are severable. If any provision of any Title(s), Chapter(s), Section(s), Sub-section(s), clause(s) or provision(s) of the City of Deadwood Code of Ordinances or the application thereof to any person or circumstance is declared by any court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutional provisions shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application. The Deadwood City Commission hereby declares it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.

Strike the following sections of City of Deadwood Code of Ordinances

~~3.16.080 Severability.~~

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

~~3.20.255 Severability.~~

~~—Should any section, clause or provision of this article be declared by the courts to be invalid, the same shall not affect the validity of the article as a whole or any part thereof, other than the part declared to be invalid.~~

~~3.20.400 Severability.~~

~~—Should any section, clause or provision of this article be declared by the courts to be invalid, the same shall not affect the validity of the article as a whole or any part thereof, other than the part declared to be invalid.~~

~~5.56.16 SEVERABILITY The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.~~

~~12.45.060 Severability.~~

~~—A. The provisions of this chapter are severable. If any provision of this chapter is held to be invalid or unconstitutional or if the application of any provision of this chapter to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or applications of this chapter which can be given effect without the invalid or unconstitutional provisions or applications. It is hereby declared to be the intent of the Deadwood City Commission that this chapter would have been adopted had any invalid or unconstitutional provision or applications not been included herein.~~

~~15.01.070 Severability.~~

~~—If any section, subsection sentence or clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The Deadwood city commission hereby declares it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.~~

~~15.36.065 Severability.~~

~~—If any section, provision, or portion of the ordinance codified in this chapter is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.~~

~~17.04.080 Severability.~~

~~—A. The requirements and provisions of this title are severable, and should any section, part or provision of this title be declared invalid or unconstitutional by any court of competent jurisdiction, the decision of the court shall not affect the validity of the title, as a whole or any section thereof, other than the section, part or provision thereof, so declared to be invalid or unconstitutional.~~

~~—B. Appeals from decisions of the board of adjustment may be taken as provided in SDCL 11-4-25. Ordinances or parts of ordinances in conflict or inconsistent with the provisions of this title are repealed to the extent necessary to give this title full force and effect.~~

Dated this 18th day of July, 2022

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	July 5, 2022
Second Reading:	July 18, 2022
Published:	July 21, 2022
Adopted:	August 10, 2022

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



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

MEMORANDUM

Date: June 27, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Purchase Digitization of Deadwood Raw Footage

Earlier this year, the staff of the Historic Preservation Office provided an overview of this project with video footage examples of some of the vast hours of raw footage of Deadwood and the preservation efforts over the past four decades taken by Grant Welford with Macrovision, LLC.

Based upon the direction of the Commission, staff has had several meetings and discussions with the ownership of Macrovision about the acquisition and digitization of the video footage. Attached to this memo are two separate contracts to accomplish this goal of ownership and availability of the film footage in a stable, digital format.

The first contract is the with Macrovision for the purchase of 1,000 plus hours of raw footage of Deadwood and preservation projects over the past four decades for a total cost of \$30,000 over a three-year period. The second contract for independent contract for services at \$30.00 per hour not to exceed 1,000 hours. This expense is to be paid out of the HP Public Education line item.

The Historic Preservation Commission reviewed this request at their June 22, 2022 meeting and recommend approval.

RECOMMENDED MOTION:

Move to enter into a contract with Macrovision for the purchase and digitization of 1,000 plus hours of raw footage of Deadwood and preservation projects over the past four decades. Acquisition cost of \$30,000 over a three year period and contract for services at \$30.00 per hour not to exceed 1,000 hours. To be paid out of the HP Public Education line item.

AGREEMENT BETWEEN
THE DEADWOOD HISTORIC PRESERVATION COMMISSION AND
MACROVISION, LLC

This Agreement, dated this ____ day of _____, 2022, is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION, located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HPC,” and MACROVISION, P.O. Box 111, Deadwood, South Dakota 57732.

WHEREAS, MACROVISION has agreed to sell raw video footage owned by MACROVISION and taken between 1980-2022 to the HPC; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which MACROVISION shall sell its raw video footage to the HPC as set forth below; and

Based upon the representations and understanding above the parties agree as follows:

1. HPC shall pay MACROVISION the sum of Thirty and no/100s Dollars payable as follows:
 - a. \$15,000 paid to Macrovision on or before August 1, 2022
 - b. \$7,500 paid to Macrovision on or before March 1, 2023
 - c. \$7,500 paid to Macrovision on or before March 1, 2024
2. The raw video footage shall be delivered to HPC upon receipt of the first payment on or before August 1, 2022.
3. HPC shall acquire all rights in the raw video footage.
4. In the event HPC fails to remit payment pursuant to this agreement MACROVISION shall be entitled to all rights and remedies available pursuant to South Dakota law.
5. MACROVISION agrees to indemnify and hold harmless HPC and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney’s fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from its acquisition of the raw video footage.
6. HPC agrees to indemnify and hold harmless MACROVISION and any of its officers, agents, and employees from any and all liabilities, actions, causes of

actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney's fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from its acquisition of the raw video footage.

7. MACROVISION and HPC acknowledge that they have entered into a separate agreement for MACROVISION to digitize the raw video footage acquired pursuant to this agreement.
8. The agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral,
9. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
10. The agreement may be amended only by written agreement of the parties.
11. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail, postage prepaid, to the address of the party specified in the agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
12. This agreement shall not be assigned by either party without the consent of the other party.

Dated this 29 day of June, 2022.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

[illegible]

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

MACROVISION, LLC

By: Grant J. Wellford
Its: GRANT J. WELLFORD

State of South Dakota)
) SS
County of Lawrence)

On this 29 day of June, 2022, before me, the undersigned officer, personally appeared Grant Wellford, owner of Macrovision, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he 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: **My Commission Expires**
December 11, 2026

AGREEMENT BETWEEN
THE DEADWOOD HISTORIC PRESERVATION COMMISSION AND
MACROVISION, LLC

This Agreement, dated this ____ day of _____, 2022, is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION, located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HPC,” and MACROVISION, P.O. Box 111, Deadwood, South Dakota 57732.

WHEREAS, MACROVISION has agreed to provide digitization of raw video footage owned by MACROVISION taken between 1980-2022 for the HPC; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which MACROVISION shall undertake in providing digitization services for the HPC as set forth below; and

Based upon the representations and understanding above the parties agree as follows:

1. MACROVISION will digitize raw video footage sold by MACROVISION to HPC which were taken between 1980-2022.
2. MACROVISION shall begin work on the digitization of betacams sold to HPC first and shall complete this work prior to working on any other digitization.
3. MACROVISION shall use its own equipment throughout the contract in order to digitize the raw video footage. During this time MACROVISION may take possession of video footage owned by HPC. MACROVISION shall be responsible for any negligent damages caused to this footage while in the possession of MACROVISION. MACROVISION shall carry adequate insurance to cover the loss of any video footage damages or destroyed while in MACROVISION’S possession.
4. MACROVISION will NOT be responsible for the following for the term of this agreement:
 - a. Net cost for advertising – print/broadcast/new media;
 - b. Voiceover talent or celebrity endorsement costs;
 - c. Travel outside Deadwood offices;
 - d. Lodging/meals when on Historic Preservation business; and,
 - e. Airfare.

5. MACROVISION is an independent contractor of CITY. Nothing contained in this agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
6. MACROVISION shall have no authority to act as agent for, or on behalf of, HPC, or to represent HPC, or bind HPC in any manner.
7. MACROVISION shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of CITY.
8. MACROVISION and its employees shall not, during the time of rendering services to the CITY or thereafter, disclose to anyone other than authorized employees of MACROVISION (or persons designated by such duly authorized employees of CITY) or use for the benefit of MACROVISION and its employees or for any entity other than the CITY, any information of a confidential nature, including but not limited to, information relating to any such materials or intellectual property.
9. All work shall be done in a professional manner;
10. All work will be subject to approval by the Historic Preservation office;
11. No further changes or additional work will be approved by the HPC, unless approved in writing by both parties;
12. MACROVISION shall comply with all local and state laws relating to workers compensation and additional insurance requirements to adequately protect the HPC from any claims or damages arising out of or in conjunction with the work contemplated herein.
13. MACROVISION agrees to indemnify and hold harmless HPC and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney's fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from:
 - a. The negligent, grossly negligent, or intentional act or omission of MACROVISION or its directors, officers, employee, agents, or contractors;
 - b. MACROVISION's failure to perform any of its obligations under this Agreement, and
 - c. Any act or omission of MACROVISION in connection with the work.
14. This agreement may be terminated by either MACROVISION or HPC at any time for any reason, with or without cause, by giving sixty (60) days written notice of

termination and HPC shall pay MACROVISION for all services performed by MACROVISION through the date of termination.

15. HPC shall pay MACROVISION a sum of Thirty and no/100s Dollars per hour (\$30/hour) for services, not to exceed 1,000 hours over the course of three years or before July 1, 2024.
16. Payment to MACROVISION shall be made on a monthly basis upon receipt of an invoice from MACROVISION.
17. MACROVISION shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
18. The agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral,
19. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
20. The agreement may be amended only by written agreement of the parties.
21. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail, postage prepaid, to the address of the party specified in the agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
22. This agreement shall not be assigned by either party without the consent of the other party.

Dated this ____ day of _____, 2022.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

[illegible]

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

MACROVISION, LLC

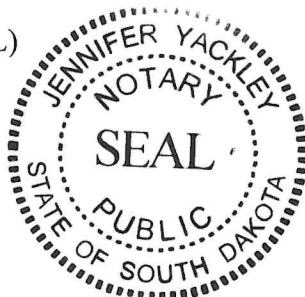
By: E. J. Wellford
Its: GRANT T. WELLFORD

State of South Dakota)
) SS
County of Lawrence)

On this 29 day of June, 2022, before me, the undersigned officer, personally appeared Grant Wellford, owner of Macrovision, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he 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 My Commission Expires
December 11, 2026

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



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

MEMORANDUM

Date: June 28, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to Hire Norton Mobile Welding LLC

Approximately five years ago during the annual review by the City of Deadwood insurance carrier it was determined the historic railing behind the History and Information Center along Siever Street did not meet current code but more importantly was a danger to the public. The attached proposal meets the safety needs with minimum impact to the historic character of the resource.

Staff is requesting permission to hire Norton Mobil Welding LLC to install stainless steel aircraft cable on the railing along Siever Street at the History and Information Center. The cost is \$10,403.76 to be paid out of the HP Capital Assets line item.

RECOMMENDATION

Move to hire Norton Mobile Welding LLC to install stainless steel aircraft cable at History & Information Center along railing on Siever Street at a cost not to exceed \$10,403.76 to be paid from HP Capital Assets line item.

QUOTE

Norton Mobile Welding LLC.*You Dream It We Build it*

11154 Eaton Lane, Belle Fourche, Sd, 57717
 605-641-3170
 Norton-745@hotmail.com

INVOICE # NO.1500
 DATE: 6/28/2022

EXPIRATION DATE 7/15/22

TO Bob Nelson
 City of Deadwood
 605-641-7743
 Customer ID No.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	History Center Handrail		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
64	Tensioner Bolts	\$9.09	\$581.76
1,800'	3/16 Aircraft Cable Stainless	\$1.09	\$1,962.00
12hr	Post repairs	\$80.00	\$960.00
30hr	Drill holes in posts-448 holes	\$80.00	\$2,400.00
25hr	2 men, string, crimp, and Install cable Railing.	\$160.00	\$4,000.00
1	Post repair Material	\$500.00	\$500.00
	No Paint or Powder Coating included.		
SUBTOTAL			\$10,403.76
SALES TAX			N/A
TOTAL			\$10,403.76

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



PETITION FOR ANNEXATION

This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached here to and is more particularly described below by its legal description as follows:

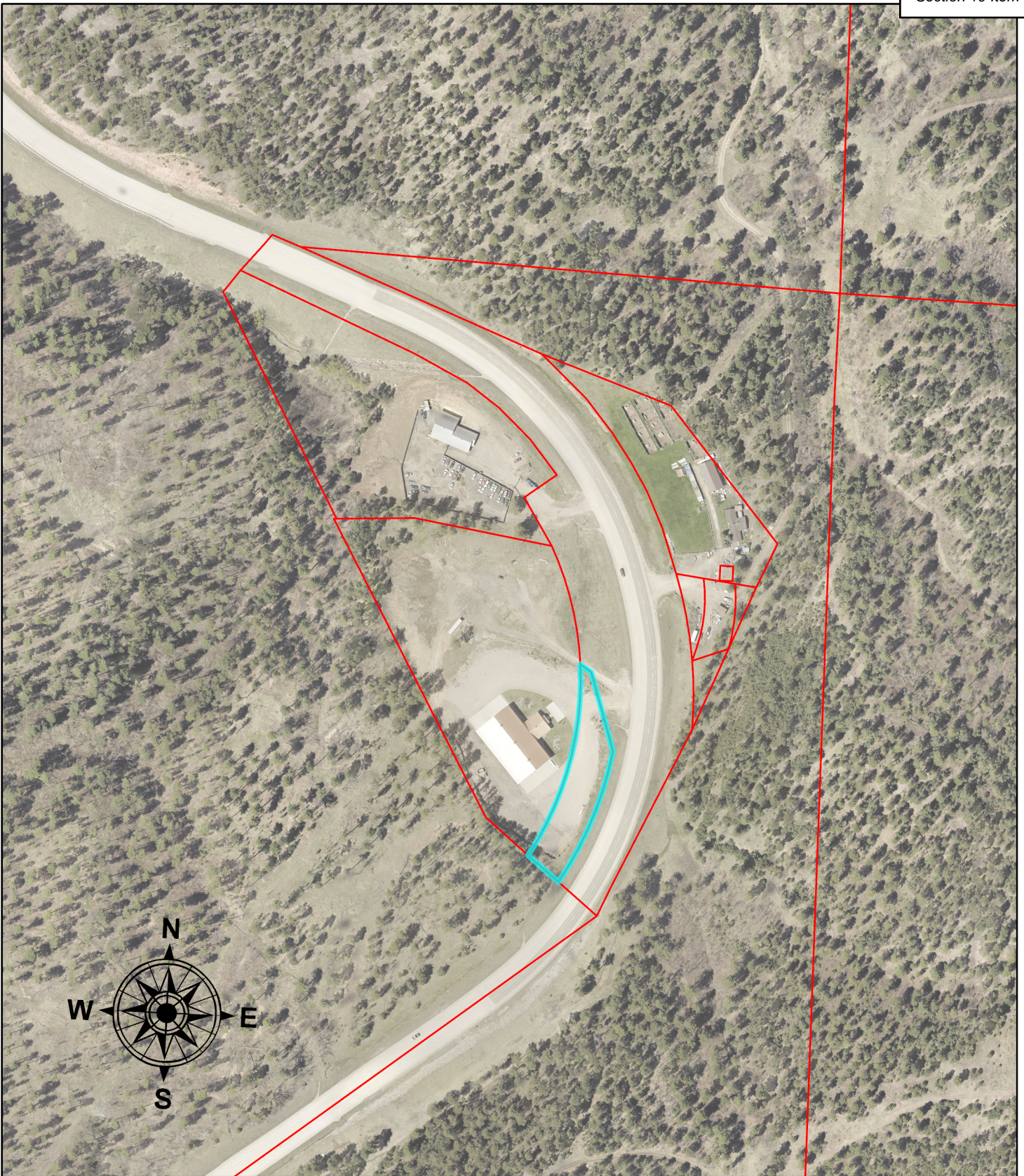
LOT A OF LOT H2 OF HES 613 11-005-03 PLAT 2019-05698

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 27 day of June, 2022.

Bruce Foster
BFL Properties LLC.

Owner/Petitioner/Representative
ADD NAME HERE



PETITION FOR ANNEXATION: LOT A OF LOT H2 OF HES 613
11-005-03, LAWRENCE COUNTY, SOUTH DAKOTA

TOTAL ACRES FOR ANNEXATION: 0.74

B & L PROPERTIES





Purchase Agreement

Pat Roberts
 Scott Peterson Motors of Sturgis
 1 Ford Place
 Sturgis, SD 57785

Buyer	Co-Buyer	Vehicle
City Of Deadwood (no name) 102 Sherman St Deadwood, SD 57732 C: (605) 578-3052 randy@cityofdeadwood.com		2022 Ford F-150 XL VIN: 1FTEX1EBXNFB37436 Stock #: 22N436 Mileage: 12 Color: Oxford White

Purchase Details	
Retail Price:	\$41,130.00
Sales Price:	\$34,000.00
Savings:	\$7,130.00
Accessories:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$299.00
Total Taxes	\$0.00
Total Sales Price:	\$34,299.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$34,299.00

X

Customer Signature

Date

X

Manager Signature

Date

7-1-2022

Disclaimer:

Printed 7/1/22 10:20 AM

This is an offer to purchase this vehicle today. NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit and employment history for the purpose of vehicle sale. Ask the Finance Officer how to protect your investment!