



City Commission Special Meeting Agenda

Friday, August 21, 2026 at 8:30 AM

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.

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

2. **Roll Call**

3. **Public Hearings**

- a. Set public hearing on September 8 for Fair in the Square: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, September 11 to 10:00 p.m. on Saturday, September 12, 2026.

4. **New Business**

- a. Permission to allow Mayor to sign contract with Rangel Construction Company for repairs/restoration of front facade and roof edge to Deadwood Recreation Center in the amount not to exceed \$95,000.00. (To be paid by Historic Preservation Capital Assets line item.)
- b. Permission to authorize additional scope of work through CO#2 to the Crescent Street Reconstruction Project per unit price of the contract with Hayward Construction in an amount not to exceed \$211,497.50 with costs shared amongst South Dakota Department of Transportation, Lead Deadwood Sanitary District, Deadwood Days of '76, Inc. and City of Deadwood per the associated Financial Agreement document.
- c. Permission for Mayor to sign financial agreement with South Dakota Department of Transportation, Lead Deadwood Sanitary District, Deadwood Days of '76, Inc. and City of Deadwood for additional work on the Crescent Street Reconstruction Project.
- d. Permission for the Mayor to sign Maintenance and Use Agreement with Deadwood Days of '76, Inc. for use of property as snow dump area.
- e. Permission to accept and sign proposal from Chamberlin Architects for design and administrate the exterior remodel of the Streets and Parks Buildings at a cost not to exceed \$22,000.00. (To be paid by Streets Professional Services line item.)

5. **Informational Items and Items from Citizens**

6. **Adjournment**

This will be a public meeting which is now being accessed via Teams:

Join: <https://teams.microsoft.com/meet/21974928672902?p=aMhDDt4U12v7dOzeNw>

Meeting ID: 219 749 286 729 02

Passcode: oc3mc2J7

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

Lornie Stalder
Public Works Director
Telephone (605) 578-2082
lornie@cityofdeadwood.com



MEMORANDUM

To: Mayor and Members of the Deadwood City Commission

From: Lornie Stalder, Public Works Director

Date: August 14, 2026

Subject: Deadwood Recreation Center – Front Facade and Roof Edge Restoration

Background

The Deadwood Recreation Center is a cornerstone of the Deadwood community, with a history dating back to **1912**, when the building was constructed by the Deadwood Business Club to serve as the City's auditorium. Originally constructed as a grand brick building, the facility served as an important cultural, social, and community gathering place during Deadwood's early years.

In **1958**, the auditorium was repurposed as a recreation center, including the addition of a swimming pool and indoor basketball court. Over the decades, the facility has continued to adapt to the changing needs of the community, providing recreational programs, activities, and gathering space for generations of Deadwood residents and visitors.

Because of the age and historic significance of the building, maintaining the exterior is important not only to protect the Recreation Center from further deterioration but also to preserve an important part of Deadwood's architectural and community history.

Proposed Restoration

The City proposes to refurbish and repair the **front facade and roof edge of the Deadwood Recreation Center**. The work will be performed by **Rangel Construction Company** and will be limited primarily to the roof edge, gutters, eaves, soffit, and associated flashing.

The proposed scope of work includes:

- Repairing and replacing water-damaged **soffit and trim-band** as necessary.
- Removing, repairing, and reinstalling the existing **copper gutters**.
- Repairing or replacing flashing at the back of the **stone parapet**.
- Repairing or replacing flashing along the front and side edges of the connecting roof line where it meets the stone parapet.
- Replacing roof shingles as necessary.

- Repainting all repaired and existing surfaces at the soffit and trim-band to provide a consistent and finished appearance.

The intent of this project is to address areas where water intrusion has caused deterioration and to restore the building's exterior while retaining the existing historic materials and architectural character whenever practical.

Contractor and Cost

Contractor: Rangel Construction Company

The cost of the proposed scope of work shall **not exceed \$95,000**.

Work will be performed on a time-and-materials basis under the following rates:

- **Labor:** \$70 per hour, based on the average cost per person for a 3- to 4-person crew, plus 20%.
- **Materials:** Actual cost plus 20%.
- **Equipment:** Comparable rental and fuel costs plus 20%.
- **Subcontractors and job-related incidentals:** Actual lump-sum cost plus 20%.
- **Insurance:** 1% of the total cost of work.
- **South Dakota Excise Tax:** 2.041% of the total cost of work.

Schedule

The anticipated construction period is **6 to 8 weeks**. The project shall be completed **no later than November 30, 2026**.

Importance of the Project

The Deadwood Recreation Center has served the community for more than a century and remains an important public facility. Addressing the water-damaged soffit, trim-band, gutters, and flashing will help prevent continued water infiltration and deterioration of the building's exterior.

This project is intended to be a **repair and preservation effort**, rather than a major renovation of the facility. By addressing the roof-edge and drainage-related issues now, the City can protect the existing structure, preserve its historic appearance, and potentially avoid more extensive and costly repairs in the future.

Recommendation

The Public Works Department recommends that the Deadwood City Commission approve the proposed restoration work to the front facade and roof edge of the Deadwood Recreation Center by **Rangel**

Construction Company, with a **not-to-exceed cost of \$95,000**, and authorize the work to proceed in accordance with the proposed scope and schedule.

Preserving the Recreation Center allows the City to protect an important piece of Deadwood's history while continuing to provide a valuable community facility for future generations.

CONSTRUCTION SERVICES AGREEMENT

Roof Edge, Gutter & Eave Repairs Deadwood Recreation & Aquatic Center

This Construction Services Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the **City of Deadwood, South Dakota**, acting through its Historic Preservation Office, with an address of 102 Sherman Street, Deadwood, South Dakota 57732 ("City" or "Owner"), and **Rangel Construction Company, LLC**, with an address of 2626 West Main Street, Suite #3, Rapid City, South Dakota 57702 ("Contractor"). The City and Contractor may each be called a "Party" and together the "Parties."

Recitals. Contractor submitted a proposal dated August 13, 2026, for repairs to the original 1912 building at the Deadwood Recreation & Aquatic Center, 105 Sherman Street, Deadwood, South Dakota 57732. The City desires to retain Contractor for that work, and Contractor agrees to perform it under the terms below. The proposal is incorporated only to define the technical scope, rates, clarifications, and exclusions; if it conflicts with this Agreement, this Agreement controls.

1. Scope of Work

Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, and incidentals necessary to repair the roof edge, gutters, and eaves of the original 1912 building. Work includes:

- a) removing, repairing or replacing as necessary, and reinstalling water-damaged soffit and trim-band components;
- b) removing, repairing, or replacing where necessary existing copper gutters;
- c) repairing or replacing flashing at the back of the stone parapet and along the front and side edges where the connecting roof line meets the stone parapet;
- d) replacing roof shingles as needed;
- e) preparing and repainting all soffit and trim-band surfaces; and
- f) providing the City reference photographs of Contractor's observations.

Contractor shall perform the Work in a good and workmanlike manner, protect the historic fabric and adjacent property, comply with manufacturer instructions, and coordinate access and operations with the City so the Aquatic Center and surrounding public areas remain safe.

2. Contract Basis and Not-to-Exceed Amount

The City shall compensate Contractor for the Work on a time-and-materials, cost-plus basis using the rates as shown below with markups not to exceed the industry standard. The total amount payable under this Agreement shall not exceed **Ninety-Five Thousand Dollars (\$95,000.00)**, including all labor, materials, equipment, subcontractor costs, incidentals, markups, insurance charges, and applicable taxes. Contractor shall monitor project costs and promptly notify the City if the Work is expected to approach the not-to-exceed amount. Contractor shall not incur costs above that amount unless the City first approves them through a written change order executed by an authorized City representative. Any costs incurred above the not-to-exceed amount without such prior written approval shall be Contractor's responsibility and shall not be payable by the City.

Time-and-Materials Rates	
Cost Category	Compensation
Labor	\$70 per hour, average cost per worker for a 3–4 person crew
Materials	Actual documented
Equipment	Comparable rental and fuel cost
Subcontractors and job-related incidentals	Actual documented lump-sum cost
South Dakota contractor's excise tax	2.041% of total cost of the Work

3. Schedule

Contractor shall commence the Work promptly after receiving the City's written notice to proceed and shall diligently prosecute it to completion. The anticipated duration is six to eight weeks, and final completion shall occur no later than **November 30, 2026**. Contractor shall promptly notify the City in writing of any condition that may affect the schedule. Extensions require the City's prior written approval, except for delays caused by events beyond Contractor's reasonable control.

4. Concealed Conditions and Change Orders

The Parties acknowledge that the proposal was based on nondestructive visual investigation and that the full extent of repair may become known only after existing materials or coatings are removed. Upon discovering concealed or materially different conditions, Contractor shall stop the affected portion of the Work, protect the site, and

give prompt written notice describing the condition, proposed response, price effect, and schedule effect. Contractor shall not proceed with additional or changed work until the City issues a written change order. Oral directions do not modify this Agreement.

5. Invoicing and Payment

Contractor may submit monthly progress-payment requests. Each invoice shall itemize labor by worker, classification, date, and hours; identify materials and equipment; state subcontractor and incidental charges; show markups, insurance, and excise tax separately; identify prior payments and the remaining not-to-exceed balance; and include supporting records. Supplier and subcontractor invoices shall be provided upon request. The City may withhold disputed amounts, amounts unsupported by adequate documentation, amounts needed to correct defective work, and any retainage permitted or required by law. Final payment is conditioned on final completion, acceptance by the City, delivery of required closeout documents, and Contractor's certification that laborers, suppliers, and subcontractors have been paid.

6. Clarifications and Exclusions

- Cold-weather precautions, including covering, temporary heating, and snow removal, are excluded unless authorized by written change order.
- Repairs to existing masonry or structural framing or systems are excluded because they are not presently anticipated.
- Professional engineering fees and drawings are excluded.
- Powered and non-powered tools incidental to the project are included as a cost of the Work and remain subject to the not-to-exceed amount.

7. Permits, Licensing, and Legal Compliance

Contractor shall maintain all licenses required by the City of Deadwood and the State of South Dakota, obtain and pay for permits assigned to Contractor, maintain a valid contractor's excise-tax license, and comply with all applicable laws, codes, safety requirements, historic-preservation requirements, and lawful City directives. Before beginning Work, Contractor shall provide any performance and payment security required by applicable law or by the City. No waiver of security is effective unless approved in writing by the City.

8. Insurance and Indemnification

Before commencing the Work, Contractor shall provide the City with certificates of insurance and, upon request, copies of applicable endorsements demonstrating commercial general liability insurance with limits of not less than **Two Million Dollars (\$2,000,000)** per occurrence and **Two Million Dollars (\$2,000,000)** aggregate.

Contractor shall also maintain workers' compensation insurance as required by law, employer's liability insurance, automobile liability insurance, and any other coverage reasonably required by the City. The required insurance shall remain in effect through final completion of the Work. The City of Deadwood and its officers, employees, and agents shall be named as additional insureds on the commercial general liability policy for ongoing and completed operations, to the extent available and applicable to the Work. Certificates shall require the insurer or Contractor to provide the City written notice of cancellation or material reduction in coverage in accordance with the policy terms. Failure to provide satisfactory proof of coverage is grounds for the City to withhold the notice to proceed, suspend the Work, or withhold payment. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from claims, damages, losses, and expenses arising from Contractor's or its subcontractors' negligent acts, omissions, breach of this Agreement, or violation of law, except to the extent caused by the City's negligence or willful misconduct.

9. Safety, Site Protection, and Cleanup

Contractor is solely responsible for construction means, methods, sequences, worker safety, barricades, fall protection, protection of occupants and the public, and prevention of damage to the building and adjacent property. Contractor shall keep the site orderly, remove debris regularly, and leave the site broom-clean at completion. Contractor shall promptly repair damage caused by its operations at no additional cost to the City.

10. Subcontractors, Records, and Inspection

Contractor is responsible for all subcontractors and shall bind them to applicable terms of this Agreement. The City may inspect the Work and related cost records, but inspection does not relieve Contractor of responsibility. Contractor shall retain project cost records and supporting documentation for at least three years after final payment and shall make them available to the City upon reasonable notice.

11. Warranty and Correction of Work

Contractor warrants that the Work will be new unless otherwise specified, of good quality, free from material defects, and performed in a workmanlike manner. For **two years** after final completion, Contractor shall promptly correct defective Work attributable to materials or workmanship at no additional cost to the City. This warranty is in addition to other rights and manufacturer warranties and does not cover ordinary wear, abuse, or defects in excluded existing conditions not disturbed by Contractor.

12. Suspension and Termination

The City may suspend the Work for safety, funding, operational, or compliance reasons. If Contractor materially breaches this Agreement and does not cure within seven days after written notice, the City may terminate for cause and complete the Work by other means, charging resulting reasonable costs against sums due. The City may also terminate for convenience upon seven days' written notice; in that event, Contractor shall be paid for properly performed Work and properly incurred, documented, noncancelable costs through the termination date, subject to the not-to-exceed amount, but not for anticipated profit on unperformed Work.

13. Independent Contractor; No Assignment

Contractor is an independent contractor and not an employee, partner, or agent of the City. Contractor shall not assign this Agreement or the right to payment without the City's prior written consent.

14. Notices

Notices shall be in writing and delivered personally, by nationally recognized overnight carrier, by certified mail, return receipt requested, or by email with confirmation of receipt, to the addresses below or to updated addresses designated in writing.

City City of Deadwood 102 Sherman Street Deadwood, SD 57732 Attn: Lornie Stalder Email: lornie@cityofdeadwood.com	Contractor Rangel Construction Company, LLC 2626 West Main Street, Suite #3 Rapid City, South Dakota 57702 Attn: Mario Rangel Email: mario@rangelconstructioncompany.com
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15. General Terms

This Agreement is governed by South Dakota law, and venue shall lie in Lawrence County, South Dakota. This Agreement and its incorporated proposal constitute the entire agreement and may be amended only in a writing signed by authorized representatives of both Parties. If any provision is unenforceable, the remainder remains effective. A waiver in one instance is not a continuing waiver. Contractor's obligations that by their nature survive completion or termination shall survive. This Agreement may be signed in counterparts and by electronic signature. Contractor shall not begin Work until the Agreement is approved and executed by the City in accordance with applicable law.

16. Signatures

Dated this _____ day of _____, 2026.

CITY OF DEADWOOD

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

RANGEL CONSTRUCTION COMPANY,

LLC

By _____

Its _____

Signature

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: August 17, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Subject

Attached are the plans and additional paving quantities and costs broken out between the four stakeholders – City of Deadwood, South Dakota Department of Transportation, Lead Deadwood Sanitary District, and Deadwood Days of 76, Inc. We used the following logic for stakeholder cost-share:

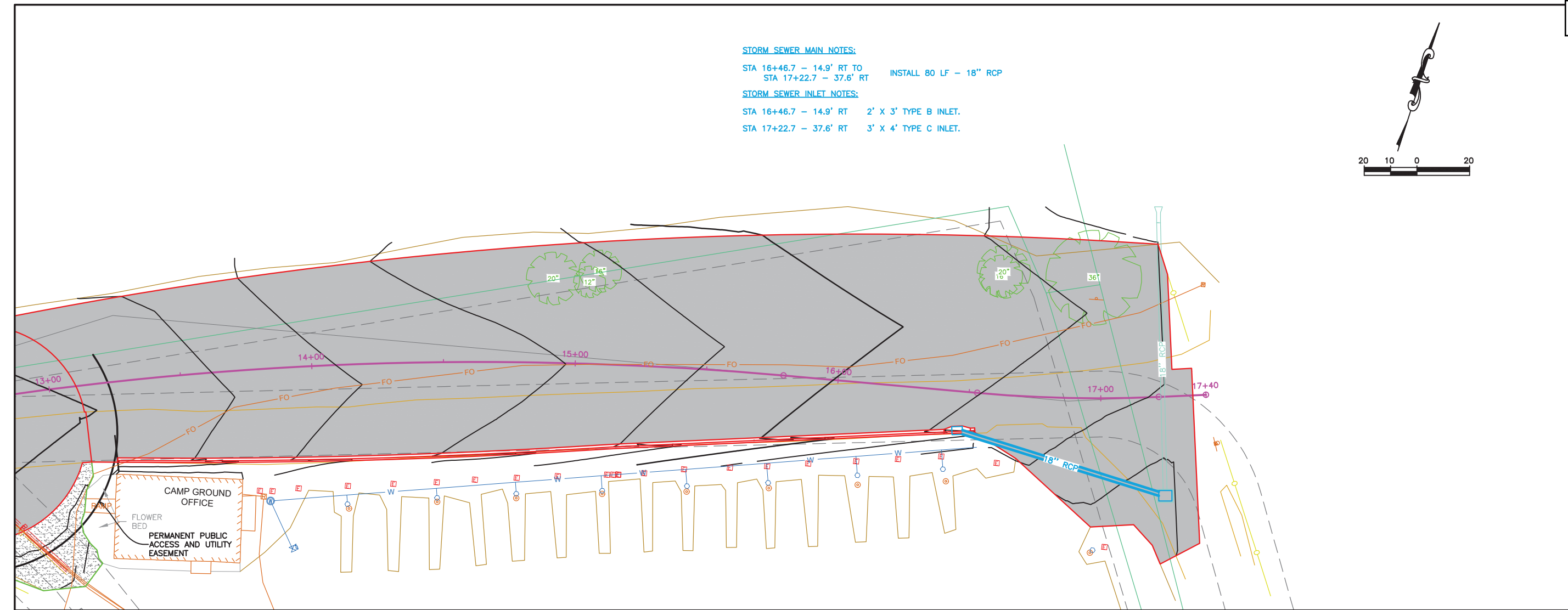
Assumptions –

- The DOT and Sanitary District have an interest in the roadway improvement but not necessarily in the additional paving that is proposed north to Whitewood Creek.
- The DOT uses the roadway more frequently and with larger vehicles than the Sanitary District.
- The City of Deadwood and Days of '76 have a nearly equal interest in paving the areas between the roadway and the creek.

Based on the above assumptions, the engineer divided the quantities by assigning the tree removal to the City with the assumption that the additional area would benefit snow removal and storage. The pavement removal was split equally between DOT and the Sanitary District. The excavation, aggregate base and asphalt for the roadway and tie in area at the east end adjacent to the existing inlet was split between the DOT and the Sanitary District with the Sanitary District only accounting for an equivalent width of 11' for the roadway length. The curb and gutter and storm sewer items were assigned entirely to the DOT acknowledging the need for a more substantial access than simply a driveway. Finally, the excavation, aggregate base, paving, topsoil, seeding, fertilizing, and mulching were split equally between the City and the Days of 76 as both benefit from the additional paved surface which requires minor grading and surface restoration adjacent to the creek. The vegetative buffer between the paving and the creek will act as an effective area to address the storm water quality of the runoff.

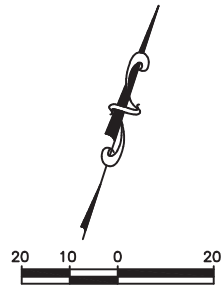
ESTIMATE OF QUANTITIES STREET EXTENSION						Quantity Breakdown				Cost Breakdown			
ITEM NO	DESCRIPTION OF ITEM	BASE BID QUANTITY	UNIT	UNIT COST	TOTAL COST	City of Deadwood	Lead Deadwood Sanitary Sewer District	SDDOT	Days of 76	City of Deadwood	Lead Deadwood Sanitary Sewer District	SDDOT	Days of 76
6	CLEARING & GRUBBING, TREES	6	EA	\$ 1,200.00	\$ 7,200.00	6.0	0.0	0.0	0.0	\$ 7,200.00	\$ -	\$ -	\$ -
12	REMOVE AC PAVEMENT	1116	SY	\$ 8.00	\$ 8,928.00	0.0	558.0	558.0	0.0	\$ -	\$ 4,464.00	\$ 4,464.00	\$ -
23	REMOVE AND RESET SIGN	1	EA	\$ 525.00	\$ 525.00	1.0	0.0	0.0	0.0	\$ 525.00	\$ -	\$ -	\$ -
30	EXCAVATION, UNCLASSIFIED	749	CY	\$ 6.00	\$ 4,494.00	203.0	130.0	214.0	202.0	\$ 1,218.00	\$ 780.00	\$ 1,284.00	\$ 1,212.00
31	EXCAVATION, UNCLASSIFIED DIGOUTS	10	CY	\$ 150.00	\$ 1,500.00	0.0	0.0	10.0	0.0	\$ -	\$ -	\$ 1,500.00	\$ -
32	TOPSOIL, FURNISH & PLACE	49	CY	\$ 60.00	\$ 2,940.00	24.5	0.0	0.0	24.5	\$ 1,470.00	\$ -	\$ -	\$ 1,470.00
33	PERMANENT SEEDING	16	LB	\$ 18.00	\$ 288.00	8.0	0.0	0.0	8.0	\$ 144.00	\$ -	\$ -	\$ 144.00
34	FERTILIZING	18	LB	\$ 2.00	\$ 36.00	9.0	0.0	0.0	9.0	\$ 18.00	\$ -	\$ -	\$ 18.00
35	FIBER MULCHING	180	LB	\$ 6.00	\$ 1,080.00	90.0	0.0	0.0	90.0	\$ 540.00	\$ -	\$ -	\$ 540.00
63	18" RCP, CLASS 3	84	LF	\$ 60.00	\$ 5,040.00	0.0	0.0	84.0	0.0	\$ -	\$ -	\$ 5,040.00	\$ -
74	TYPE "B" INLET 2X3	1	EA	\$ 2,250.00	\$ 2,250.00	0.0	0.0	1.0	0.0	\$ -	\$ -	\$ 2,250.00	\$ -
76	CONNECT TO EXISTING STORM SEWER	1	EA	\$ 1,200.00	\$ 1,200.00	0.0	0.0	1.0	0.0	\$ -	\$ -	\$ 1,200.00	\$ -
85	AGGREGATE BASE COURSE	1704	TON	\$ 34.00	\$ 57,936.00	466.0	293.0	480.0	465.0	\$ 15,844.00	\$ 9,962.00	\$ 16,320.00	\$ 15,810.00
90	ASPHALT CONCRETE PAVEMENT	830	TON	\$ 139.55	\$ 115,826.50	222.0	146.0	240.0	222.0	\$ 30,980.10	\$ 20,374.30	\$ 33,492.00	\$ 30,980.10
91	CONCRETE CURB & GUTTER, 20" X 6" CATCH	326	LF	\$ 29.00	\$ 9,454.00	0.0	0.0	326.0	0.0	\$ -	\$ -	\$ 9,454.00	\$ -
TOTAL				\$ 218,697.50						\$ 57,939.10	\$ 35,580.30	\$ 75,004.00	\$ 50,174.10

07-9-26 P:\26-106\AutoCAD\PlanSheets\26-106\ADDITIONAL PAVING-PP.dwg



STORM SEWER MAIN NOTES:
STA 16+46.7 - 14.9' RT TO
STA 17+22.7 - 37.6' RT INSTALL 80 LF - 18" RCP

STORM SEWER INLET NOTES:
STA 16+46.7 - 14.9' RT 2' X 3' TYPE B INLET.
STA 17+22.7 - 37.6' RT 3' X 4' TYPE C INLET.

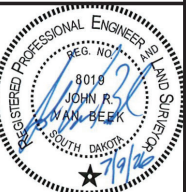


Section 4 Item b.



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ENGINEERING

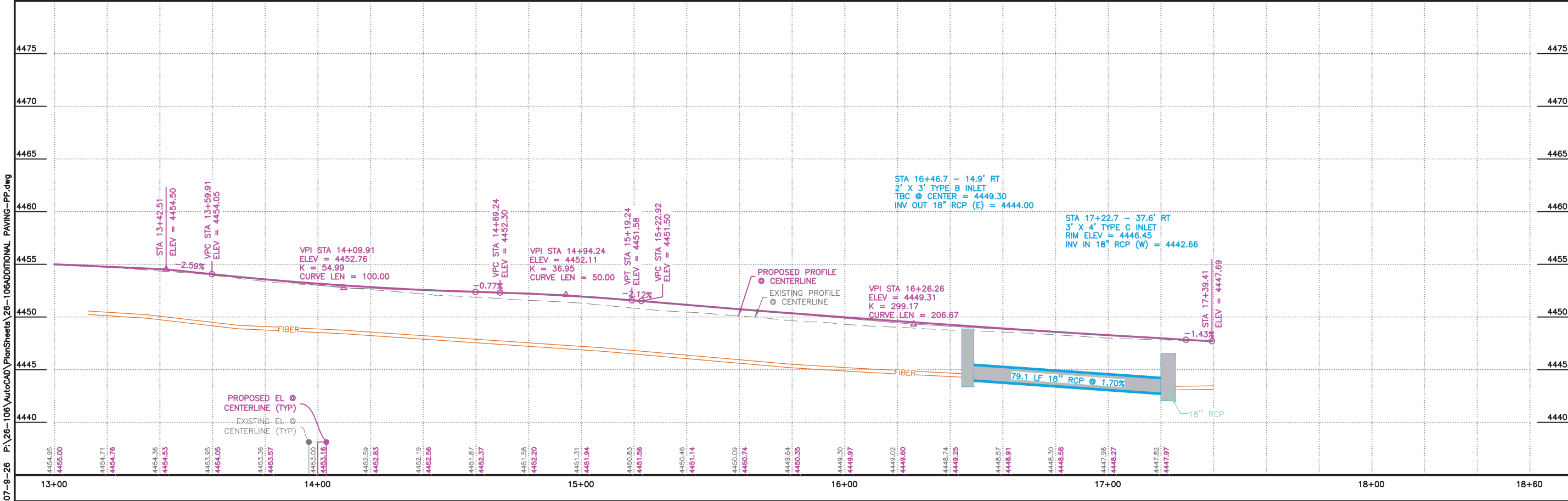
Prepared By:



Scale: AS SHOWN

Designed By: DAL	Drawn By: DAL
Design Date: MARCH 2026	Print Date: 07-9-26
Internal Job No: 26-106	
Surveyed By: JUB/JTB	Survey Date: FEB 2026

Revisions:
ADDITIONAL PAVING

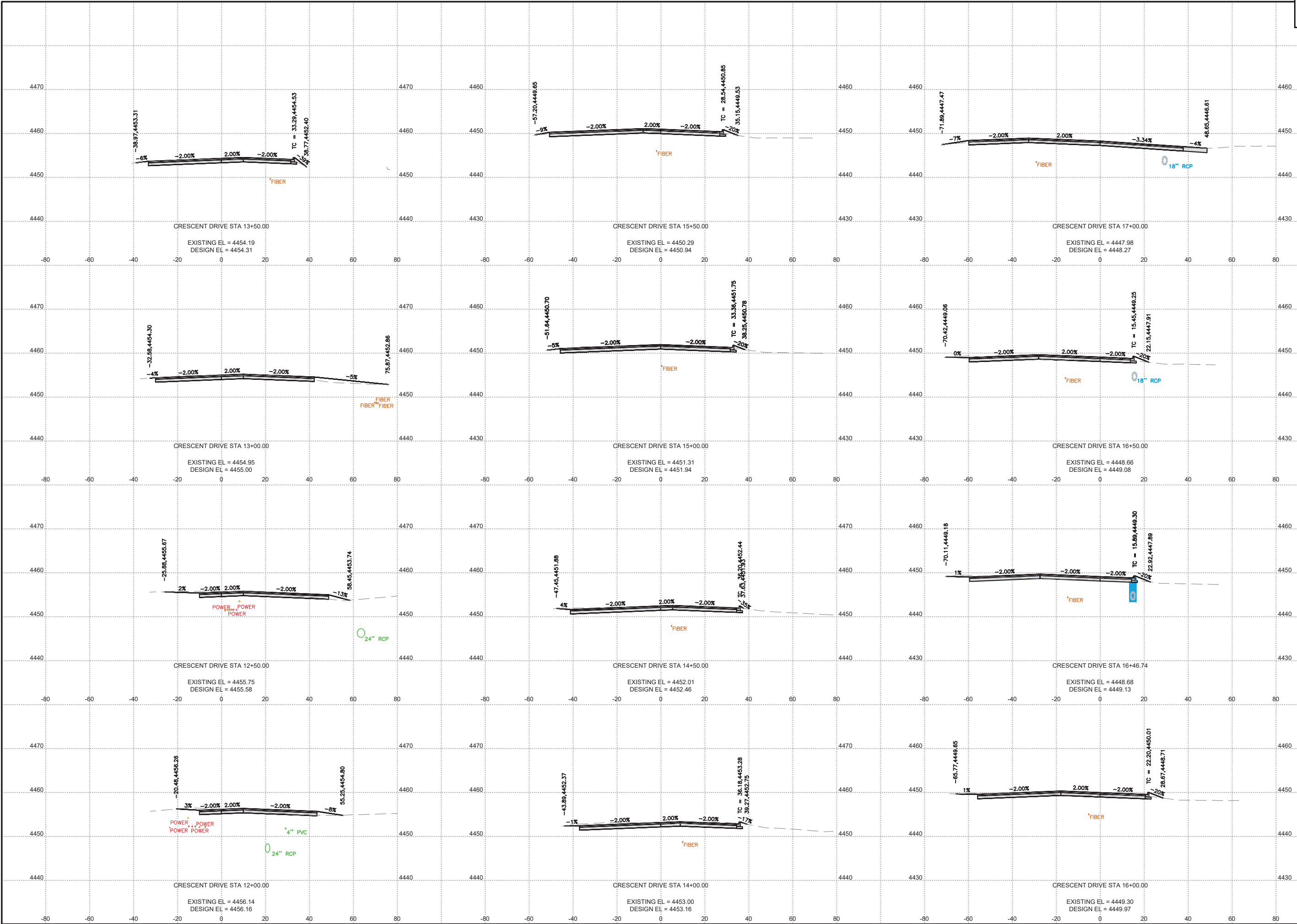


**CRESCENT DRIVE STORM SEWER,
WATER, AND STREET IMPROVEMENTS**
DEADWOOD, SD

Sheet Title:
CRESCENT DRIVE
ADDITIONAL PAVING
STA 13+00 TO 18+40

Sheet: C20A 14

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Section 4 Item b.



Avid4
ENGINEERING

Prepared By:



Scale: AS SHOWN

Designed By: DAL	Drawn By: DAL
Design Date: MARCH 2026	Print Date: 07-9-26
Internal Job No: 26-106	

Surveyed By: JUB/JTB	Survey Date: FEB 2026
Revisions: ADDITIONAL PAVING	

**CRESCENT DRIVE STORM SEWER,
WATER, AND STREET IMPROVEMENTS**
DEADWOOD, SD

Sheet Title:

CRESCENT DRIVE CROSS SECTIONS

Sheet: C38 15

CITY OF DEADWOOD CONSTRUCTION CHANGE ORDER #2
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
8/17/2026
ORIGINAL CONTRACT AMOUNT: \$1,772,036.77
CONTRACTOR: Hayworth Enterprises, LLC

LINE ITEM	DESCRIPTION	UNIT	CURRENT CONTRACT QUANTITY	UNIT PRICE	EXTENDED PRICE	ADJUSTED QUANTITY	ADJUSTED PRICE	NET CHANGE
1	MOBILIZATION	LS	1.00	\$88,000.00	\$88,000.00	1	\$88,000.00	\$0.00
2	INCIDENTAL - BASE BID	LS	1.00	\$36,000.00	\$36,000.00	1	\$36,000.00	\$0.00
3	INCIDENTAL - ALTERNATE 1	LS	1.00	\$4,800.00	\$4,800.00	1	\$4,800.00	\$0.00
4	CONSTRUCTION STAKING - BASE BID	LS	1.00	\$18,300.00	\$18,300.00	1	\$18,300.00	\$0.00
5	CONSTRUCTION STAKING - ALTERNATE 1	LS	1.00	\$7,600.00	\$7,600.00	1	\$7,600.00	\$0.00
6	CLEARING & GRUBBING, TREES	EA	3.00	\$1,200.00	\$3,600.00	3	\$3,600.00	\$0.00
7	CLEARING & GRUBBING - BASE BID	LS	1.00	\$7,500.00	\$7,500.00	1	\$7,500.00	\$0.00
8	CLEARING & GRUBBING - ALTERNATE 1	LS	1.00	\$3,500.00	\$3,500.00	1	\$3,500.00	\$0.00
9	REMOVE AND SALVAGE FIRE HYDRANT	EA	2.00	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00
10	REMOVE STORM SEWER MAIN	LF	60.00	\$25.00	\$1,500.00	60	\$1,500.00	\$0.00
11	REMOVE AREA INLET	EA	1.00	\$550.00	\$550.00	1	\$550.00	\$0.00
12	REMOVE AC PAVEMENT	SY	3,450.00	\$8.00	\$27,600.00	4566	\$36,528.00	\$8,928.00
13	REMOVE CONCRETE CURB & GUTTER	LF	60.00	\$12.00	\$720.00	60	\$720.00	\$0.00
14	REMOVE PCC SIDEWALK	SF	1,860.00	\$6.00	\$11,160.00	1860	\$11,160.00	\$0.00
15	REMOVE RETAINING WALL	LF	10.00	\$70.00	\$700.00	10	\$700.00	\$0.00
16	REMOVE TOP 3' CONCRETE RETAINING WALL	LF	147.00	\$100.00	\$14,700.00	147	\$14,700.00	\$0.00
17	REMOVE & SALVAGE FENCE	LF	7.00	\$8.00	\$56.00	7	\$56.00	\$0.00
18	REMOVE & RESET WOOD FENCE	LF	146.00	\$56.00	\$8,176.00	146	\$8,176.00	\$0.00
19	REMOVE FENCE	LF	298.00	\$8.50	\$2,533.00	298	\$2,533.00	\$0.00
20	REMOVE CABLE RAIL FENCE WITH STEEL POSTS	LF	188.00	\$10.00	\$1,880.00	188	\$1,880.00	\$0.00
21	REMOVE W BEAM GUARDRAIL WITH POSTS	LF	339.00	\$10.33	\$3,501.87	339	\$3,501.87	\$0.00
22	REMOVE & SALVAGE SIGN	EA	2.00	\$260.00	\$520.00	2	\$520.00	\$0.00
23	REMOVE AND RESET SIGN	EA	1.00	\$525.00	\$525.00	2	\$1,050.00	\$525.00
24	REMOVE AND SALVAGE DEADWOOD TIMBER SIGN TO OWNER	EA	1.00	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00
25	REMOVE SIGN	EA	4.00	\$140.00	\$560.00	4	\$560.00	\$0.00
26	REMOVE BOLLARD	EA	2.00	\$50.00	\$100.00	2	\$100.00	\$0.00
27	REMOVE POST	EA	1.00	\$100.00	\$100.00	1	\$100.00	\$0.00
28	REMOVE DUMP STATION	EA	1.00	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00
29	REMOVE AND RESET DUMP STATION WATER TOWER	EA	1.00	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00
30	EXCAVATION, UNCLASSIFIED	CY	1,366.00	\$6.00	\$8,196.00	2115	\$12,690.00	\$4,494.00
31	EXCAVATION, UNCLASSIFIED DIGOUTS	CY	70.00	\$150.00	\$10,500.00	80	\$12,000.00	\$1,500.00
32	TOPSOIL, FURNISH & PLACE	CY	232.00	\$60.00	\$13,920.00	281	\$16,860.00	\$2,940.00
33	PERMANENT SEEDING	LB	80.00	\$18.00	\$1,440.00	96	\$1,728.00	\$288.00
34	FERTILIZING	LB	171.00	\$2.00	\$342.00	189	\$378.00	\$36.00
35	FIBER MULCHING	LB	857.00	\$6.00	\$5,142.00	1037	\$6,222.00	\$1,080.00
36	EXCAVATION, ROCK	CY	70.00	\$45.00	\$3,150.00	70	\$3,150.00	\$0.00
37	COMMON UTILITY TRENCH	LF	554.00	\$10.00	\$5,540.00	554	\$5,540.00	\$0.00

LINE ITEM	DESCRIPTION	UNIT	CURRENT CONTRACT QUANTITY	UNIT PRICE	EXTENDED PRICE	ADJUSTED QUANTITY	ADJUSTED PRICE	NET CHANGE
38	PIPELINE ENCASEMENT	LF	0.00	\$100.00	\$0.00	0	\$0.00	\$0.00
39	WATER MAIN INSULATION	SF	100.00	\$3.00	\$300.00	100	\$300.00	\$0.00
40	CONTROLLED LOW STRENGTH BACKFILL MATERIAL (TRENCH)	CY	80.00	\$183.50	\$14,680.00	80	\$14,680.00	\$0.00
41	TYPE I BEDDING MATERIAL	TON	75.00	\$28.00	\$2,100.00	75	\$2,100.00	\$0.00
42	TYPE III FOUNDATION MATERIAL	TON	50.00	\$35.00	\$1,750.00	50	\$1,750.00	\$0.00
43	TYPE IV FOUNDATION MATERIAL	TON	50.00	\$45.00	\$2,250.00	50	\$2,250.00	\$0.00
44	4" PVC SEWER SERVICE LINE	LF	33.00	\$28.00	\$924.00	33	\$924.00	\$0.00
45	SANITARY SEWER MANHOLE ADJUSTMENTS	EA	2.00	\$300.00	\$600.00	2	\$600.00	\$0.00
46	DUMP STATION	EA	1.00	\$4,500.00	\$4,500.00	1	\$4,500.00	\$0.00
47	RECONNECT SEWER SERVICE	EA	1.00	\$550.00	\$550.00	1	\$550.00	\$0.00
48	6" RESTRAINED JOINT PVC WATER MAIN C-900, DR 18	LF	44.00	\$45.00	\$1,980.00	44	\$1,980.00	\$0.00
49	8" RESTRAINED JOINT PVC WATER MAIN C-900, DR18	LF	1,012.00	\$42.00	\$42,504.00	1012	\$42,504.00	\$0.00
50	8" 11.25 DEGREE BEND (WATER)	EA	3.00	\$1,500.00	\$4,500.00	3	\$4,500.00	\$0.00
51	8" 45 DEGREE BEND (WATER)	EA	3.00	\$1,150.00	\$3,450.00	3	\$3,450.00	\$0.00
52	8" X 8" CROSS (WATER)	EA	1.00	\$1,750.00	\$1,750.00	1	\$1,750.00	\$0.00
53	8" X 6" REDUCER (WATER)	EA	2.00	\$900.00	\$1,800.00	2	\$1,800.00	\$0.00
54	8" X 8" X 6" TEE (WATER)	EA	2.00	\$1,435.00	\$2,870.00	2	\$2,870.00	\$0.00
55	8" GATE VALVE W/ BOX	EA	5.00	\$2,875.00	\$14,375.00	5	\$14,375.00	\$0.00
56	FIRE HYDRANT W/AUX VALVE, BOX & LEAD	EA	4.00	\$9,000.00	\$36,000.00	4	\$36,000.00	\$0.00
57	1" WATER SERVICE	LF	28.00	\$35.00	\$980.00	28	\$980.00	\$0.00
58	1" TAPPING SADDLE & CORP STOP	EA	1.00	\$595.00	\$595.00	1	\$595.00	\$0.00
59	1" CURB STOP & BOX	EA	1.00	\$525.00	\$525.00	1	\$525.00	\$0.00
60	CONNECT TO EXISTING WATER MAIN	EA	2.00	\$2,500.00	\$5,000.00	2	\$5,000.00	\$0.00
61	CONNECT NEW WATER SERVICE	EA	1.00	\$500.00	\$500.00	1	\$500.00	\$0.00
62	6" PVC STORM SEWER	LF	120.00	\$28.00	\$3,360.00	120	\$3,360.00	\$0.00
63	18" RCP, CLASS 3	LF	518.00	\$60.00	\$31,080.00	602	\$36,120.00	\$5,040.00
64	18" RCP DISCIPATER RINGS	EA	6.00	\$550.00	\$3,300.00	6	\$3,300.00	\$0.00
65	12" PVC STORM SEWER	LF	154.00	\$45.00	\$6,930.00	154	\$6,930.00	\$0.00
66	18" RCP FLARED END	EA	3.00	\$950.00	\$2,850.00	3	\$2,850.00	\$0.00
67	6" 90 DEGREE PVC ELBOW (STORM)	EA	2.00	\$45.00	\$90.00	2	\$90.00	\$0.00
68	18" RCP 45 DEGREE BEND (STORM)	EA	1.00	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00
69	18" X 18" X 18" RCP TEE (STORM)	EA	1.00	\$1,400.00	\$1,400.00	1	\$1,400.00	\$0.00
70	12" X 6" PVC WYE (STORM)	EA	3.00	\$750.00	\$2,250.00	3	\$2,250.00	\$0.00
71	12" X 6" PVC REDUCER (STORM)	EA	2.00	\$400.00	\$800.00	2	\$800.00	\$0.00
72	6" X 6" PVC WYE (STORM)	EA	2.00	\$215.00	\$430.00	2	\$430.00	\$0.00
73	4" X 5" DOWNSPOUT BOOT ROOF DRAIN CONNECTION	EA	6.00	\$1,500.00	\$9,000.00	6	\$9,000.00	\$0.00
74	TYPE "B" INLET 2X3	EA	9.00	\$2,250.00	\$20,250.00	10	\$22,500.00	\$2,250.00
75	24" BEEHIVE INLET	EA	1.00	\$2,800.00	\$2,800.00	1	\$2,800.00	\$0.00
76	CONNECT TO EXISTING STORM SEWER	EA	1.00	\$1,200.00	\$1,200.00	2	\$2,400.00	\$1,200.00
77	CLASS C RIPRAP	CY	27.00	\$75.00	\$2,025.00	27	\$2,025.00	\$0.00
78	EROSION CONTROL BLANKET, TYPE 2	SY	205.00	\$4.00	\$820.00	205	\$820.00	\$0.00
79	EROSION CONTROL BLANKET, TYPE 3	SY	205.00	\$4.00	\$820.00	205	\$820.00	\$0.00
80	EROSION CONTROL BLANKET, TYPE 4	SY	678.00	\$4.00	\$2,712.00	678	\$2,712.00	\$0.00
81	SILT FENCE, HIGH FLOW	LF	1,309.00	\$7.00	\$9,163.00	1309	\$9,163.00	\$0.00
82	VEHICLE TRACKING CONTROL	EA	3.00	\$800.00	\$2,400.00	3	\$2,400.00	\$0.00

LINE ITEM	DESCRIPTION	UNIT	CURRENT CONTRACT QUANTITY	UNIT PRICE	EXTENDED PRICE	ADJUSTED QUANTITY	ADJUSTED PRICE	NET CHANGE
83	12" SEDIMENT CONTROL WATTLE	LF	917.00	\$6.00	\$5,502.00	917	\$5,502.00	\$0.00
84	INLET PROTECTION DEVICE	EA	12.00	\$125.00	\$1,500.00	12	\$1,500.00	\$0.00
85	AGGREGATE BASE COURSE	TON	2,127.00	\$34.00	\$72,318.00	3831	\$130,254.00	\$57,936.00
86	GRAVEL SURFACING	TON	77.00	\$34.00	\$2,618.00	77	\$2,618.00	\$0.00
87	GRAVEL SURFACING, TEMPORARY	TON	125.00	\$40.00	\$5,000.00	125	\$5,000.00	\$0.00
88	GEOGRID SUBGRADE REINFORCEMENT	SY	500.00	\$5.00	\$2,500.00	500	\$2,500.00	\$0.00
89	WOVEN GEOTEXTILE SEPARATOR FABRIC	SY	500.00	\$4.50	\$2,250.00	500	\$2,250.00	\$0.00
90	ASPHALT CONCRETE PAVEMENT	TON	1,042.00	\$139.55	\$145,411.10	1872	\$261,237.60	\$115,826.50
91	CONCRETE CURB & GUTTER, 20" X 6" CATCH	LF	2,070.00	\$29.00	\$60,030.00	2396	\$69,484.00	\$9,454.00
92	CONCRETE FILLET & PAN, 6" REINFORCED	SY	93.00	\$145.00	\$13,485.00	93	\$13,485.00	\$0.00
93	CONCRETE SIDEWALK, 4" NONREINFORCED	SF	7,880.00	\$8.00	\$63,040.00	7880	\$63,040.00	\$0.00
94	DETECTABLE WARNING PANEL	SF	68.00	\$66.00	\$4,488.00	68	\$4,488.00	\$0.00
95	CONCRETE RETAINING WALLS - SECTION 1	SF	2,769.00	\$75.00	\$207,675.00	2769	\$207,675.00	\$0.00
96	CONCRETE RETAINING WALLS - SECTION 2	SF	256.00	\$90.00	\$23,040.00	256	\$23,040.00	\$0.00
97	WOOD PEDESTRIAN RAILING	LF	1,506.00	\$132.80	\$199,996.80	1506	\$199,996.80	\$0.00
98	WOOD RAMP MODIFICATIONS	LS	1.00	\$30,000.00	\$30,000.00	1	\$30,000.00	\$0.00
99	ARCH SIGN FOOTINGS	LS	1.00	\$15,000.00	\$15,000.00	1	\$15,000.00	\$0.00
100	100A PANEL	EA	1.00	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00
101	METER SOCKET	EA	1.00	\$400.00	\$400.00	1	\$400.00	\$0.00
102	LIGHT POLE 12'	EA	23.00	\$7,885.00	\$181,355.00	23	\$181,355.00	\$0.00
103	LIGHT POLE 25'	EA	1.00	\$6,000.00	\$6,000.00	1	\$6,000.00	\$0.00
104	LIGHT POLE BASE (FOOTING)	EA	19.00	\$900.00	\$17,100.00	19	\$17,100.00	\$0.00
105	LIGHT POLE STEEL BRACKET CONNECTION	EA	5.00	\$1,300.00	\$6,500.00	5	\$6,500.00	\$0.00
106	LED LIGHT FIXTURES	EA	23.00	\$2,400.00	\$55,200.00	23	\$55,200.00	\$0.00
107	LIGHT CONTROL CONTACTOR	EA	1.00	\$2,400.00	\$2,400.00	1	\$2,400.00	\$0.00
108	13"X24"X18" JUNCTION BOX & COVER	EA	14.00	\$800.00	\$11,200.00	14	\$11,200.00	\$0.00
109	4" CONDUIT & FITTINGS, SCHED. 80	FT	554.00	\$18.00	\$9,972.00	554	\$9,972.00	\$0.00
110	1-1/4" CONDUIT & FITTINGS, SCHED. 40	FT	15.00	\$15.00	\$225.00	15	\$225.00	\$0.00
111	3" CONDUIT & FITTINGS, SCHED. 80	FT	554.00	\$23.00	\$12,742.00	554	\$12,742.00	\$0.00
112	1" CONDUIT & FITTINGS, SCHED. 40	FT	1,430.00	\$9.00	\$12,870.00	1430	\$12,870.00	\$0.00
113	#4 AWG COPPER	FT	50.00	\$3.00	\$150.00	50	\$150.00	\$0.00
114	#8 AWG COPPER, GND	FT	20.00	\$2.00	\$40.00	20	\$40.00	\$0.00
115	#8 AWG COPPER	FT	4,290.00	\$2.00	\$8,580.00	4290	\$8,580.00	\$0.00
116	ELECTRICAL, INCIDENTAL - BASE BID	LS	1.00	\$4,000.00	\$4,000.00	1	\$4,000.00	\$0.00
117	ELECTRICAL, INCIDENTAL - ALTERNATE 1	LS	1.00	\$400.00	\$400.00	1	\$400.00	\$0.00
118	PAVEMENT MARKING PAINT, 4" WHITE	LF	162.00	\$2.00	\$324.00	162	\$324.00	\$0.00
119	PAVEMENT MARKING PAINT, 24" WHITE	LF	88.00	\$5.00	\$440.00	88	\$440.00	\$0.00
120	PAVEMENT MARKING PAINT, 12" YELLOW	LF	144.00	\$3.50	\$504.00	144	\$504.00	\$0.00
121	PERMANENT SIGN	EA	10.00	\$800.00	\$8,000.00	10	\$8,000.00	\$0.00
122	TRAFFIC CONTROL, MISCELLANEOUS - BASE BID	LS	1.00	\$6,000.00	\$6,000.00	1	\$6,000.00	\$0.00
123	TRAFFIC CONTROL, MISCELLANEOUS - ALTERNATE 1	LS	1.00	\$3,000.00	\$3,000.00	1	\$3,000.00	\$0.00
124	TRAFFIC CONTROL SIGNS	SF	204.00	\$4.00	\$816.00	204	\$816.00	\$0.00
125	TYPE 3 BARRICADES	EA	13.00	\$30.00	\$390.00	13	\$390.00	\$0.00
126	FLAGGING	HR	150.00	\$60.00	\$9,000.00	150	\$9,000.00	\$0.00
127	FIRE HYDRANT FLOW TESTING	EA	6.00	\$600.00	\$3,600.00	6	\$3,600.00	\$0.00
128	INLET BOX UPSIZING	EA	2.00	\$892.00	\$1,784.00	2	\$1,784.00	\$0.00

Crescent Drive Storm Sewer, Water and Street Improvements
Project No. 26-106
CCO #2

LINE ITEM	DESCRIPTION	UNIT	CURRENT CONTRACT QUANTITY	UNIT PRICE	EXTENDED PRICE	ADJUSTED QUANTITY	ADJUSTED PRICE	NET CHANGE
129	BOLLARD	EA	4.00	\$970.28	\$3,881.12	4	\$3,881.12	\$0.00
130	GRANDSTAND FOUNDATION REPAIR	LS	1.00	\$6,336.85	\$6,336.85	1	\$6,336.85	\$0.00
131	REMOVE CONCRETE WALL	LS	1.00	\$3,553.88	\$3,553.88	1	\$3,553.88	\$0.00
132	THICKENED EDGE SIDEWALK	LS	1.00	\$2,805.00	\$2,805.00	1	\$2,805.00	\$0.00
133	12"X12" PVC TEE	EA	1.00	\$1,181.30	\$1,181.30	1	\$1,181.30	\$0.00
134	12" PVC 90 DEG BEND	EA	1.00	\$615.96	\$615.96	1	\$615.96	\$0.00
135	GRANDSTAND DOWNSPOUT MODIFICATIONS	LS	1.00	\$980.00	\$980.00	1	\$980.00	\$0.00
136	INSTALL CITY FURNISHED FIRE HYDRANT W/AUX VALVE	EA	1.00	\$5,100.00	\$5,100.00	1	\$5,100.00	\$0.00
137	TYPE "C" INLET 3X4	EA	0.00	\$0.00	\$0.00	1	\$0.00	\$0.00
TOTAL					\$1,792,874.88		\$2,004,372.38	\$211,497.50

C.C.O. HISTORY INCREASE/(DECREASE)	PRIOR ADJUSTED CONTRACT PRICE :	\$1,792,874.88
CCO #1 - Approved 8/17/2026	NET INCREASE/(DECREASE):	\$232,335.61
CCO #2	ADJUSTED CONTRACT PRICE:	\$2,025,210.49
CCO #3	CHANGE TO DATE:	\$232,335.61

CONTRACTOR: HAYWORTH ENTERPRISES, LLC, 18881 MCCOY RD, BELLE FOURCHE, SD 57717	DATE
ENGINEER: JOHN VAN BEEK, AVID4 ENGINEERING	DATE
PROJECT MANAGER: LORNIE STALDER	DATE
MAYOR: CHARLIE STRUBLE-MOOK	DATE
CONTRACT TIME CHANGE +/-: 0 NEW CONTRACT TIME: Days	

LINE ITEM	DESCRIPTION	REASON FOR CHANGE
ALL	SEE ABOVE	This change was requested by the City of Deadwood per agreement with other parties.



- Civil Engineering
 - Water Resources
 - Transportation
 - Geospatial Solutions

ADDENDUM NO. 1 – April 14, 2026

PROJECT NAME –Crescent Drive Storm Sewer, Water and Street Improvements

PROJECT NO. 26-106

DOT PROJECT NO. CA 026B PCN 0AE9

BID OPENING DATE: April 16, 2026 @ 2:00 PM

SCOPE

This addendum forms a part of the contract documents and modifies the specifications, contract documents and plans as further described.

ACKNOWLEDGEMENT

Acknowledge receipt of this addendum in the Bidder's Proposal on Page 4.2.

Please note the following clarifications, changes, or additions to the above-referenced project:

1) PROJECT MANUAL:

Section 4, REMOVE page 4.4, 4.13, 4.15 and **REPLACE** with page 4.4R, 4.13R, 4.15R.

- Changes were made to the project's completion date.
- Quantity changes were made to reflect the changes made in this addendum.

2) PLANS:

Sheet C2

Replace Sheet C2: Revised the quantities for bid items 95 and 96, and added bid item 127 Fire Hydrant Flow test.

Sheet C5

Replace Sheet C5: Added note for "Fire Hydrant Flow Test", updated ALT 1 Table of 2'X3' Type B Inlets and updated the ALT1 Table of Asphalt Pavement.

Sheet C10

Replace Sheet C10: Updated the last typical section to reflect the correct surfacing thicknesses 4" Asphalt on 8" Aggregate Base Course.

Sheet C20

Replace Sheet C20: Adjusted the depth of two 2'X3' Type B Inlets to minimize the conflict with existing utilities.

Sheet C24

Replace Sheet C24: Updated the wall profiles to reflect top of footing elevations.

April 14, 2026
Page 2 of 2

3) MISCELLANEOUS CLARIFICATIONS:

Concrete Retaining Walls The wall quantities provided are based on the total square footage of each respective section measured from the top of the footing to the top of the wall. Updates are included in this addendum identifying footing step elevations and locations. All excavation, granular backfill (material meeting the requirements for any of the aggregates identified in Section 117 of the Standard Specifications) and compaction are incidental to the wall construction.

Private Utilities The overhead lines serving the City of Deadwood Parks Department Building and portions of the Rodeo Complex in the project area will be removed and utilities placed underground as part of the project. The Contractor is responsible for sequencing the work so that disruption of service is minimized to the greatest extent practical.

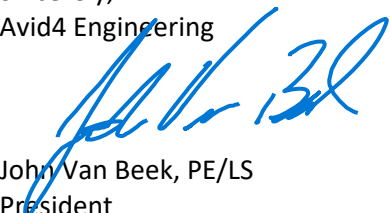
Dump Station Coordination The existing dump station shall remain in service when work items that will impact its accessibility are not taking place. When the station is not accessible and/or when it is being relocated, the Contractor shall coordinate this disruption with the City and the Campground.

Periodic Project Meetings Project progress meetings will be held weekly. The meeting schedule will be established at the preconstruction meeting. The Engineer will prepare the meeting agendas and meeting minutes. The Contractor shall make available appropriate space for progress meetings. The Contractor shall supply sufficient tables and chairs to accommodate the Contractor/subcontractor attendees as well as 10 additional people, which may include affected adjacent landowners, Engineer's representatives, City personnel, etc.

Tracer Wire and Cathodic Protection Access Boxes Tracer wire and cathodic protection access boxes shall be installed as required in the Standard Specifications. The locations are identified in the table on sheet C5. All materials, equipment and labor necessary to install the access boxes shall be incidental to the various water items of construction and no additional payment will be made.

Water Service Material The plans identify a new copper water service to the relocated dump station water tower. Any water service material identified in the Standard Specifications will be allowed, however if a material other than copper is utilized, tracer wire with an accompanying tracer wire access box shall be installed at no additional cost to the City.

Sincerely,
Avid4 Engineering


John Van Beek, PE/LS
President

Enclosures: as noted



**CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS**

DEADWOOD, SOUTH DAKOTA

PROJECT NO. 26-106

DOT PROJECT NUMBER: CA 026B PCN 0AE9

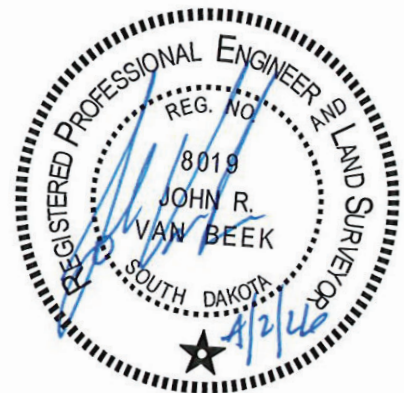
BID OPENING DATE & TIME

April 16, 2026

2:00 P.M.

**JOHN VAN BEEK, PE/LS
PROJECT MANAGER**

**AVID4 ENGINEERING, INC.
CONSULTANT**



(Page added for duplication purposes.)

TABLE OF CONTENTS

Section Title	Section No.
Notice for Bids	1
Information and Instructions to Bidders	2
Insurance Requirements	3
Certification of Prohibited Entity Status and Bidder's Proposal	4
Contract Document	5
Performance Bond	6
Supplementary Conditions	7S
 APPENDIX	
Geotechnical Report	Appendix A

NOTE: All work shall be constructed in accordance with the City of Rapid City Standard Specifications for Public Works Construction 2022 edition (Standard Specifications) with all current updates, except as modified in the bid documents. A copy of the Standard Specifications may be obtained from the Rapid City Public Works Department at 300 Sixth Street Rapid City, SD or on the City of Rapid City website.

All references to "Rapid City" shall be changed to "Deadwood." Any references to Rapid City personnel, offices or departments shall be struck and changed to "Deadwood Public Works Director or his designated representative." All references to city provided and/or installed items such as tapping saddles, corp stops, etc. shall be struck. The Contractor is responsible for providing all materials and labor necessary to construct the project.

The Contractor shall notify the Engineer of conflicts between drawings, detailed specifications and the Standard Specifications.

(Page added for duplication purposes.)

SECTION 1 NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on April 16, 2026, to complete the **CRESCENT DRIVE STORM SEWER, WATER AND STREET IMPROVEMENTS PROJECT NO. 26-106** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on April 20, 2026, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD. A pre-bid meeting will be held on April 9, 2026, 2:00 p.m. at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained at Avid4 Engineering, Inc., 1805 Samco Road, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **CRESCENT DRIVE STORM SEWER, WATER AND STREET IMPROVEMENTS PROJECT NO. 26-106**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 16th day of March, 2026.

Jessicca McKeown

City of Deadwood Finance Officer

Publish Black Hills Pioneer: April 2, 2026, April 9, 2026

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.

(Page added for duplication purposes.)

SECTION 2 INFORMATION AND INSTRUCTIONS TO BIDDERS

2.1 PROPOSAL REQUIREMENTS

All proposals must be made on the forms provided in the bound copy of the Specifications and Contract Stipulations hereto attached. All proposals must be legibly written in ink, with all prices given in words and figures. See Section 2.11 regarding Contract Award for how the bid proposal will be interpreted in the case of discrepancies between the written words and figures. No alterations in proposals or in the printed forms will be permitted by erasures or interlineation. Each proposal shall be enclosed in a sealed envelope, addressed to the City of Deadwood and endorsed on the outside with the Bidder's name and with the words:

**“Sealed Bid: Crescent Drive Storm Sewer, Water
And Street Improvements
Project No. 26-106”**

and filed at the City of Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732 prior to the hour set for opening of the bids. Proposals shall be strictly in accordance with the prescribed forms. Proposals carrying riders for qualifications of the bids as submitted may be rejected. The proposals shall be based on the Contractor furnishing all of the necessary labor, tools, materials, and equipment to fully construct the work in accordance with the detailed plans and specifications covering the work.

The Bidder may attach a substitute Bid Schedule printed by a computer in lieu of completing the provided Bidder's Proposal in ink. All of the provisions of this section must be fully complied with, with the exception that the unit bid prices on a computer-printed substitute Bidder's Proposal need not be written in words. If a substitute Bidder's Proposal is used, it shall be attached to the back side of the last page of the provided Bidder's Proposal. Such computer-printed substitute Bidder's Proposal shall include at least the following at the top of each page:

- A. Letting Date
- B. Project Name and Number
- C. Bidder's Name and Address

The substitute computer-printed Bidder's Proposal shall have column headings that include the Line Number, Item Description, Unit Designation, Approximate Quantity, Unit Bid Price, and Amount Bid for each item. The Total or Gross Sum Bid shall be printed below the last bid item, with the Bidder's name, signature in ink, and title at the end of the Bidder's Proposal. The signature on the substitute computer-printed Bidder's Proposal shall be the same as that on the provided proposal or the same as one of the authorized signatures in the provided proposal. The Total or Gross Sum bid shall also be written in ink in the space provided on the provided Bidder's Proposal. In case of a discrepancy between the line number, bid item description, and/or quantity shown in the provided proposal and the substitute computer-printed Bidder's Proposal, the bid item description and the quantity shown on the provided proposal shall govern over extended prices.

The page size and size of printed characters on the substitute Bidder's Proposal shall be approximately the same as the provided Bidder's Proposal. Solid lines for separating columns and line numbers need not be printed. Columns may be arranged either vertically or horizontally on the substitute Bidder's Proposal. Pages must be arranged and numbered approximately the same as those contained in the provided proposal. Any irregularities which are not waived by the Owner as a technicality will result in rejection of the bid.

For Corporate bidders, the Owner may require evidence of the Corporate authority by resolution or affidavit of a Corporate office, such affidavit showing the corporate delegation of authority for a signature on the form Authorizing Signature of Substitute Bidder's Proposal when it is other than an authorized Corporate Officer. Bidder shall provide this information upon request from the Owner.

Each proposal for this contract shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a certified check or cashier's check for five percent (5%) of the amount of the bid, such check to be certified or issued by either a state or national bank and payable to the Owner, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, such bond to be issued by a surety authorized to do business in this State, payable to the Owner, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent (100%) Performance Bond.

The proposal guarantee shall be made payable, without conditions, to the Owner. The check will be retained by, and forfeited to, said Owner if such proposal is accepted and the contract awarded and the Bidder fails to enter into the prescribed contract and furnish the specified bond within ten (10) days after the award is made by the Owner.

Each proposal must be signed in ink by the Bidder with his full name and full address. In the case of a firm, the name and residence of each member must be inserted and, in case the proposal is submitted by or in behalf of a Corporation, it must be signed in the name of such Corporation by an official authorized to bind the Bidder. The Bidder should include his phone number, FAX number, e-mail address, South Dakota Sales & Use Tax License Number, and South Dakota Contractor's Excise Tax License Number in the spaces provided.

No Bidder may submit more than one proposal. Two (2) or more proposals under different names will not be received from one firm or association.

2.2 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing and addressed to Avid4 Engineering, Inc., 1805 Samco Road, Rapid City, South Dakota, 57702, and must be received at least five (5) days prior to the date fixed for the opening of bids in order for the Project Engineer to give it appropriate consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made to all prospective bidders by one of the following methods, by First Class Mail to the address furnished by the prospective bidder, by personal delivery to the prospective bidder, by facsimile to the number provided by the prospective bidder, or by electronic mail to the address furnished by the prospective bidder. Failure of any Bidder to receive any such addendum or interpretation shall not

relieve the Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation. All addenda so issued shall become part of the contract documents.

2.3 TIME OF COMPLETION

The time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the Proposal. It will be necessary for the Bidder to satisfy the Owner of his ability to execute the work within the stipulated time.

2.4 MODIFICATION OF BIDS

No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening. Modifications will be rejected unless they conform to S.D.C.L. 5-18A through 5-18D and are confirmed in writing by the Bidder within forty-eight (48) hours after the time set for bid opening.

2.5 WITHDRAWAL OF BID

A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted. Proposals may be withdrawn by letter, fax, email, or in person before the time specified in the advertised notice. No Bidder may withdraw a proposal after the date and hour set for bid opening as noted in the advertised notice.

2.6 QUALIFICATIONS OF BIDDERS

To demonstrate that the Bidder has the financial responsibility, experience, capacity, ability, and integrity to perform the work in accordance with the contract documents, each Bidder must be prepared to submit, within five (5) days of Owner's request, written evidence of data as may be requested by the Owner. The following elements will be considered to determine the lowest responsible bid:

Whether the Bidder involved:

- maintains a permanent place of business;
- has adequate plant and equipment to do the work properly and expeditiously;
- has suitable financial status to meet obligations incidental to the work;
- has appropriate technical experience in the areas required by the work.

No Bidder will be acceptable if he is engaged in any other work which impairs his ability to meet all requirements herein stipulated.

2.7 REJECTION OF BIDS

The Owner reserves the right to the extent allowed by law to award the work as is most advantageous to the Owner or reject any or all bids.

2.8 RETURN OF PROPOSAL GUARANTEE

The bid check or bond may be retained for a period not to exceed thirty (30) days, pending the approval and award of contract by the Owner. The check or bond of the successful Bidder which has been retained will be returned when the Contractor to whom the contract has been awarded has furnished and filed the necessary number of signed contracts and bonds with the Owner and when the executed contract and bond have been approved by the Owner as to final execution.

2.9 BOND REQUIREMENTS

The Contractor to whom the work is awarded will be required to give a Surety Bond to the Owner, executed by a reliable and accredited Surety authorized to do business in the State of South Dakota, acceptable to the Owner, signed by an "Attorney in Fact" of residence in South Dakota, and in an amount equal to the total of the contract as a guarantee of the full performance and completion of the contract and payment of all labor and all material bills. The bond shall be in the form provided.

A Warranty Bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the project shall be provided to the Owner to secure the warranty for a period of two (2) years prior to final payment.

2.10 SUBMITTAL COPY OF CONTRACT DOCUMENT

The contract documents, with the exception of the construction plans, must be printed in their entirety and submitted with the bid. None of the Notice for Bids, Instructions to Bidders, Proposal, Insurance, Performance Bond, Special Provisions, Special Conditions, Detailed Specifications, or Addenda shall be removed from the submittal copy of the Contract Documents prior to filing same.

2.11 CONTRACT AWARD

Award of the contract will be to the lowest responsible and responsive bidder whose bid meets the requirements and criteria in the invitation for bids. Owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids.

In the case of an error in extension of a unit price to an item total, the unit price in written words shall govern, and the corrected item total used in evaluating quotes. In case of an error in summation of quote item totals for a total quote, the corrected summation will govern over the incorrect quote total shown. When the quote includes discrepancies or apparent errors in bid amounts, Owner may resolve the discrepancy or error in the way the Owner determines to be most reasonable and/or the most beneficial to the Owner.

In bid evaluation, Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid forms, but the Owner may accept them in any order or combination.

Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, financial ability, and technical expertise of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.

The Owner reserves the right to cancel the award of any contract at any time before the complete execution of said contract by all parties without any liability against the Owner.

No contract or other contract documents shall be executed until the proposal and qualifications of bidders have been examined, the Bidder has provided his South Dakota Sales & Use Tax License Number and South Dakota Contractor's Excise Tax License Number and the award of the Contract is authorized by the Owner. No such document shall be effective until it has been approved by the Owner and the State of South Dakota acting by and through its Department of Transportation as to final execution.

2.12 CONTRACT SPECIFICATIONS

Specifications to be followed under this contract, in accordance with City of Deadwood Ordinance Number 1334 amending Chapter 15.24.010 of the Utility Construction Standard Code, are the City of Rapid City Standard Specifications for Public Works Construction (2022 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

2.13 EXAMINATION OF PROJECT SITE

The Contractor shall be responsible for examination of the site of the project. This includes the soil and water conditions to be encountered, improvements and private property to be protected, disposal sites for surplus material other than sites designated, and as to methods of ingress and egress to private properties and methods of handling traffic during construction of the entire project.

2.14 INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the Contractor and until the work is completed and accepted by the Owner, the Contractor shall provide and maintain minimum insurance coverages in accordance with requirements as shown in Section 3 - Insurance Requirements.

The Contractor's insurance carrier or agent shall complete and deliver two (2) copies of the required insurance documents to the Owner in sufficient time to allow for review and approval by the Owner prior to the actual start of work by the Contractor. Avid4 Engineering, Inc., the State of South Dakota and the Owner shall be listed as additional insured and shall be given thirty (30) days written notice of cancellation or change to the policy. If work is to extend beyond the expiration date of coverages, the Contractor shall submit renewal forms for approval by the Owner.

2.15 BASIS OF PAYMENT

Method of payment for the work will be as outlined in Sections 2.15, 2.16 and 2.17. Method of payment under this contract will be as checked below:

- (a) Partial Payments Project **XXXXX**
- (b) ~~Single Payment Project~~

2.16 PAYMENT FOR MATERIALS ON SITE

Consideration of partial or full payments of materials on site (Section 2.16) within this contract will be as indicated and checked below:

- (a) Yes - Payments will be considered **XXXXX**
- (b) ~~No - Payments will not be considered~~

No payment on stockpiled materials as specified herein shall be made on fuel, hardware (bolts, plates, etc.), supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction nor on items when unit bid prices are obviously unbalanced as compared to the Engineer's estimated unit prices prepared prior to the letting.

No payment shall be made on stockpiled material until it has been tested and approved for use.

All material for which an allowance is requested shall be stored in an approved manner in areas where damage from floodwaters is not likely to occur. If, at any time, stored materials are lost or become damaged by floods or in any other manner, the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage, the amount so allowed, or a proportionate part thereof, shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made.

Progress payments for stockpiled materials will be made on the basis of the quantities determined by actual measurement as placed in storage in accordance with the stipulations in these specifications and percentages of Contract unit prices listed.

2.17 USE TAX LIABILITY

The Contractor shall be liable to pay the use tax on tangible personal property that is supplied by the Owner to the Contractor for performance of the Contractor. The value of said personal property is estimated to be **\$0.00**, which value shall be used for determining the Contractor's liability for tax. The Contractor shall be liable to pay all Federal, State, County, or local taxes required for labor and/or materials included in this Contract.

2.18 EXCISE TAX LIABILITY

The Contractor or Subcontractors shall be liable for payment of any state excise tax required for realty improvements under SDCL 10-46A. Pursuant to SDCL 5-18B-17 the Owner may not award a contract for the construction of a public improvement unless the Owner has verified that the Contractor has a South Dakota Contractor's Excise Tax License pursuant to SDCL Chapter 10-46A or 10-46B.

2.19 RESIDENTIAL PREFERENCE

A contract let by the Owner for any public work or improvement of any character shall be to the lowest responsible bidder. However, a South Dakota bidder shall be allowed a preference on a contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state.

2.20 NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work described in these Bidding Documents obligate the Contractor and Subcontractors to be non-discriminatory in their employment practices.

2.21 FEES, PERMITS AND TAXES

The Contractor shall obtain all applicable permits associated with the project. All fees, taxes and costs shall be borne by the Contractor.

2.23 PROHIBITED ENTITY CERTIFICATION

The Bidder must submit a Certification of Prohibited Entity Status with its bid that certifies that the Bidder is not a Prohibited Entity as defined in SDCL 5-18A-1(19A), defined as a company or organization which is ultimately owned or controlled by a foreign parent entity or the government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. This Certification shall be provided in a form acceptable to the Owner. A Bidder shall provide any information requested by the Owner to verify the certification, upon request; however the Owner may rely on the certification without conducting any further investigative research or inquiry. The Certification of Prohibited Entity Status is located in Section 4 of this document.

2.24 PRE-BID CONFERENCE

All Bidders on this project should attend the pre-bid conference to be held at the following time and place. Interested contractors will have an opportunity to gain a full knowledge of the work involved, the bidding procedure, and other information required to prepare and submit their bid.

**April 9, 2026 at 2:00 P.M.
City Hall
102 Sherman Street
Deadwood, South Dakota 57732**



CERTIFICATE OF LIABILITY INSURANCE

Section 4 Item b.

Section 3

Insurance Requirements constituting part of the Contract/Lease between City of Deadwood and:

Date: _____

Without Limiting any of the other obligations or liabilities of the Lessee/Contractor, the Lessee/Contractor shall maintain, until work is completed and accepted by the City, Minimum insurance coverages, or combination thereof, (Umbrella), as follows:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY						Fire Damage-any 1 fire \$ 50,000
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A ☐				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
X	** Other - Any endorsements restricting coverage must be shown						** Claims made liability is NOT acceptable**

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

The Contractor shall, before commencing work under this contract, attach to each copy of the executed contract a copy of Certificate of Insurance completed by their insurance carrier or agent, certifying that minimum insurance coverage as required above are in effect and will not be canceled or changed until thirty (30) days written notice is given to City of Deadwood.

Said Certificate shall state City of Deadwood, State of South Dakota and Avid4 Engineering, Inc. are included as ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

Additional Insured:
City of Deadwood, 102 Sherman Street, Deadwood, SD 57732
State of South Dakota, 700 E. Broadway Avenue, Pierre, SD 57501
Avid4 Engineering, Inc., 1805 Samco Road, Rapid City, SD 57702

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representativ

AUTHORIZED REPRESENTATIVE

(Page added for duplication purposes.)

SECTION 4
BIDDER'S PROPOSAL AND CERTIFICATION OF PROHIBITED ENTITY STATUS
FOR
FURNISHING LABOR AND MATERIALS
FOR THE CONSTRUCTION OF
CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106

PLACE: City of Deadwood Finance Office, 102 Sherman Street
 Deadwood, South Dakota 57732

DATE & TIME: April 16, 2026 at 2:00 P.M.

TO: City of Deadwood
 Deadwood, South Dakota

In compliance with your invitation for bids to furnish all necessary labor, tools, materials, and equipment to construct complete in all detail,

CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106

complete and ready for use as shown on the detailed plans and specifications as prepared by Avid4 Engineering, Inc., the undersigned Bidder:

- (1) A Corporation organized and existing under the laws of the State of South Dakota.
- (2) A Partnership consisting of _____.
- (3) An Individual trading as _____.
- Of the City of _____, State of _____.

Having examined the detailed plans and specifications and contract with bond hereto attached, and being fully advised of the materials to be furnished and the work to be done in the construction of said

CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106

does hereby propose to furnish all necessary labor, tools, materials, and equipment and do all the work as specified to fully complete said work as shown by said plans and specifications, and as shown in said Bidder's Proposal.

The within Bidder's Proposal is based upon conditions and stipulations within the Contract Documents and shall be considered a part of this Contract as if written herein at length.

Crescent Drive Storm Sewer, Water
 And Street Improvements
 Project No. 26-106

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents on Page 4.4. Liquidated damages, as specified in the City of Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date.

The said Bidder further agrees and states that he has read the advertisement calling for bids, has studied the Contract Documents, is familiar with the terms and conditions stipulated therein, agrees to enter into the attached Contract, and acknowledges the receipt of the following Addenda:

Addenda No.	Dated
<u>1</u>	<u>4-14-26</u>
_____	_____
_____	_____

Hayworth Enterprises LLC
Name of Company
(Party of the Second Part)

Nicole Hayworth
Authorized Representative
(Please Print)

Nicole Hayworth 4-15-26
Authorized Signature Date

Owner
Title

Address 18881 McCoy Rd, Belle
Fourche, SD 57717

Phone No. 605-210-4111

FAX No. _____

E-Mail office@haywortheenterprises.com

SD Sales & Use Tax License No. 1037-2655-ET

CERTIFICATION OF PROHIBITED ENTITY STATUS

SDCL 5-18-51

SDCL 5-18A-1(19A) defines "Prohibited Entity" as follows:

"[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national.

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of Hayworth Enterprises LLC ("Bidder");
2. Check one:
☒ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or
☐ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. If marking this option, provide the basis for the requested grounds for waiver.
3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the Owner, who may terminate the contract.
4. I understand that the Owner has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this 15 day of April, 2026.

(Contractor Business Name)

By: Nicole Hayworth
 Printed name: Nicole Hayworth
 Title: Owner

**SPECIAL BID CONDITIONS
AND
EXPLANATION OF BID SCHEDULES**

1. The Contract for this Project will be based upon fixed calendar completion dates.
2. **Final surfacing, including all pavement, curb and gutter, sidewalk, joint sealing, pavement markings and signage shall be complete by October 15th, 2026. All remaining work shall be completed by November 13th, 2026. Liquidated damages as specified in the Rapid City Standard Specifications at rates calculated based on the entire project cost will be charged for failure to complete the project on or before the specified completion dates.**
3. **Additional restrictions on road closures and access are subject to liquidated damages, as specified in the Rapid City Standard Specifications, at the rate of \$650.00 per calendar day for the Contractor's failure to meet the requirements as indicated below.**
 - a. **Crescent Drive from Station -0+50 to Station 8+75 may be closed to thru traffic from issuance of Notice to Proceed through the project completion date with the following exception. The intersection of Crescent Drive and Seventy-Six Drive (Parks Dept access) must be open during the Special Event dates list below.**
 - **May 20-26 Back When They Bucked**
 - **June 4-7 Shrine Circus**
 - **June 10-14 PBR**
 - **June 19-21 Jay Vogt Memorial Softball Tournament**
 - **Rocky Mountain Elk Total Archery Challenge**
 - **June 23-28 Motorsports Show**
 - **July 10-13 3-Wheeler Rally**
 - **July 19-26 Days of '76 Rodeo**
 - **August 18-23 Kool Deadwood Nights**
 - b. **Seventy-six Drive (Rodeo and Campground access) may be closed between issuance of Notice to Proceed through May 19, 2026 and/or between September 1, 2026 through October 15, 2026. Seventy-six Drive must remain open to traffic all other days. When closed, all reasonable efforts must be made to keep one lane of travel open.**
 - c. **One of the Seventy-six Drive accesses shall remain open at all times.**
4. Weather days shall not be considered for completion date extensions.
5. The Contractor shall perform, with his organization, work amounting to not less than forty percent (40%) of the original total contract price.
6. The Contractor shall bid the Base Bid and Bid Alternate 1. The Contractor may not bid the Base Bid by itself. Bids which do not include Bid Alternate 1 may be considered non-responsive.
7. Bids shall include sales tax and all other applicable taxes and fees.

8. Bid quantities for unit price contract items are approximate, and are being used to canvass bids only. Payment will be made for actual work completed in accordance with payment conditions explained in the plans and specifications.
9. In the case of an error in extension of a unit price to an item total, the unit price shall govern, and the corrected item total used in evaluating bids. In case of an error in summation of bid item totals for a total bid, the corrected summation will govern over the incorrect bid total shown.
10. It is the intent of the Owner to award the contract to the lowest responsive and responsible bidder on the basis of the total Base Bid plus any combination of alternates accepted, subject to available funding and in the best interest of the Owner.

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
1	MOBILIZATION	LS	1	0	88,000	88,000	0
2	INCIDENTAL - BASE BID	LS	1	0	36,000	36,000	0
3	INCIDENTAL - ALTERNATE 1	LS	0	1	4,800	0	4,800
4	CONSTRUCTION STAKING - BASE BID	LS	1	0	18,300	18,300	0
5	CONSTRUCTION STAKING - ALTERNATE 1	LS	0	1	7,600	0	7,600
6	CLEARING & GRUBBING, TREES	EA	1	2	1,200	1,200	2,400
7	CLEARING & GRUBBING - BASE BID	LS	1	0	7,500	7,500	0
8	CLEARING & GRUBBING - ALTERNATE 1	LS	0	1	3,500	0	3,500
9	REMOVE AND SALVAGE FIRE HYDRANT	EA	2	0	500	1,000	0
10	REMOVE STORM SEWER MAIN	LF	0	60	25	0	1,500
11	REMOVE AREA INLET	EA	0	1	550	0	550
12	REMOVE AC PAVEMENT	SY	2226	1224	8	17,808	9,792
13	REMOVE CONCRETE CURB & GUTTER	LF	60	0	12	720	0

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
14	REMOVE PCC SIDEWALK	SF	1860	0	6	11,160	0
15	REMOVE RETAINING WALL	LF	10	0	70	700	0
16	REMOVE TOP 3' CONCRETE RETAINING WALL	LF	147	0	100	14,700	0
17	REMOVE & SALVAGE FENCE	LF	7	0	8.00	56	0
18	REMOVE & RESET WOOD FENCE	LF	146	0	56	8,176	0
19	REMOVE FENCE	LF	298	0	8.50	2,533	0
20	REMOVE CABLE RAIL FENCE WITH STEEL POSTS	LF	188	0	10	1,880	0
21	REMOVE W BEAM GUARDRAIL WITH POSTS	LF	339	0	3,500	3,500	0
22	REMOVE & SALVAGE SIGN	EA	2	0	260	520	0
23	REMOVE AND RESET SIGN	EA	1	0	525	525	0
24	REMOVE AND SALVAGE DEADWOOD TIMBER SIGN TO OWNER	EA	1	0	2,000	2,000	0
25	REMOVE SIGN	EA	2	2	140	280	280
26	REMOVE BOLLARD	EA	2	0	50	100	0

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
27	REMOVE POST	EA	0	1	100	0	100
28	REMOVE DUMP STATION	EA	0	1	1,000	0	1,000
29	REMOVE AND RESET DUMP STATION WATER TOWER	EA	0	1	2,500	0	2,500
30	EXCAVATION, UNCLASSIFIED	CY	1129	237	6	6,774	1,422
31	EXCAVATION, UNCLASSIFIED DIGOUTS	CY	50	20	150	7,500	3,000
32	TOPSOIL, FURNISH & PLACE	CY	145	87	60	8700	5,220
33	PERMANENT SEEDING	LB	50	30	18	900	540
34	FERTILIZING	LB	107	64	2	214	128
35	FIBER MULCHING	LB	537	320	6	3,222	1,920
36	EXCAVATION, ROCK	CY	50	20	45	2,250	900
37	COMMON UTILITY TRENCH	LF	554	0	10	5,540	0
38	PIPELINE ENCASEMENT	LF	39	0	100	3900	0
39	WATER MAIN INSULATION	SF	100	0	3.00	30.00	30.00

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
40	CONTROLLED LOW STRENGTH BACKFILL MATERIAL (TRENCH)	CY	50	30	183.50	9,175	5,505
41	TYPE I BEDDING MATERIAL	TON	75	0	28	2,100	0
42	TYPE III FOUNDATION MATERIAL	TON	50	0	35	1,750	0
43	TYPE IV FOUNDATION MATERIAL	TON	50	0	45	2,250	0
44	4" PVC SEWER SERVICE LINE	LF	0	33	28	0	924
45	SANITARY SEWER MANHOLE ADJUSTMENTS	EA	1	1	300	300	300
46	DUMP STATION	EA	0	1	4,500	0	4,500
47	RECONNECT SEWER SERVICE	EA	0	1	550	0	550
48	6" RESTRAINED JOINT PVC WATER MAIN C-900, DR 18	LF	44	0	45	1,980	0
49	8" RESTRAINED JOINT PVC WATER MAIN C-900, DR18	LF	1012	0	42	42,504	0
50	8" 11.25 DEGREE BEND (WATER)	EA	3	0	1,500	4,500	0
51	8" 45 DEGREE BEND (WATER)	EA	3	0	1,150	3,450	0
52	8" X 8" CROSS (WATER)	EA	1	0	1750	1750	0

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
53	8" X 6" REDUCER (WATER)	EA	2	0	900	1,800	0
54	8" X 8" X 6" TEE (WATER)	EA	2	0	1,435	2,870	0
55	8" GATE VALVE W/ BOX	EA	5	0	2,875	14,375	0
56	FIRE HYDRANT W/AUX VALVE, BOX & LEAD	EA	4	0	9,000	36,000	0
57	1" WATER SERVICE	LF	0	28	35	0	980
58	1" TAPPING SADDLE & CORP STOP	EA	0	1	595	0	595
59	1" CURB STOP & BOX	EA	0	1	525	0	525
60	CONNECT TO EXISTING WATER MAIN	EA	2	0	2,500	5,000	0
61	CONNECT NEW WATER SERVICE	EA	0	1	500	0	500
62	6" PVC STORM SEWER	LF	120	0	28	3,360	0
63	18" RCP, CLASS 3	LF	388	130	60	23,280	7,800
64	18" RCP DISCIPATER RINGS	EA	3	3	550	1,650	1,650
65	12" PVC STORM SEWER	LF	154	0	45	6,930	0

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
66	18" RCP FLARED END	EA	1	2	950	950	1,900
67	6" 90 DEGREE PVC ELBOW (STORM)	EA	2	0	45	90	0
68	18" RCP 45 DEGREE BEND (STORM)	EA	1	0	2,500	2,500	0
69	18" X 18" X 18" RCP TEE (STORM)	EA	1	0	1,400	1,400	0
70	12" X 6" PVC WYE (STORM)	EA	3	0	750	2,250	0
71	12" X 6" PVC REDUCER (STORM)	EA	2	0	400	800	0
72	6" X 6" PVC WYE (STORM)	EA	2	0	215	430	0
73	4" X 5" DOWNSPOUT BOOT ROOF DRAIN CONNECTION	EA	7	0	1,500	10,500	0
74	TYPE "B" INLET 2X3	EA	5	4	2,250	11,250	9,000
75	24" BEEHIVE INLET	EA	1	0	2,800	2,800	0
76	CONNECT TO EXISTING STORM SEWER	EA	0	1	1,200	0	1,200
77	CLASS C RIPRAP	CY	9	18	75	675	1,350
78	EROSION CONTROL BLANKET, TYPE 2	SY	185	20	4	740	80

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
79	EROSION CONTROL BLANKET, TYPE 3	SY	185	20	4	740	80
80	EROSION CONTROL BLANKET, TYPE 4	SY	618	60	4	2422	240
81	SILT FENCE, HIGH FLOW	LF	882	427	7	6,174	2989
82	VEHICLE TRACKING CONTROL	EA	2	1	800	1600	800
83	12" SEDIMENT CONTROL WATTLE	LF	700	217	6	4,200	1302
84	INLET PROTECTION DEVICE	EA	7	5	125	875	625
85	AGGREGATE BASE COURSE	TON	1285	842	34	43,690	28,628
86	GRAVEL SURFACING	TON	0	77	34	0	2618
87	GRAVEL SURFACING, TEMPORARY	TON	75	50	40	3,000	2,000
88	GEOGRID SUBGRADE REINFORCEMENT	SY	300	200	5	1,500	1,000
89	WOVEN GEOTEXTILE SEPARATOR FABRIC	SY	300	200	4.50	1,350	900
90	ASPHALT CONCRETE PAVEMENT	TON	641	401	139.55	89,451.55	55,959.55
91	CONCRETE CURB & GUTTER, 20" X 6" CATCH	LF	1728	342	29	50,112	9918

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
92	CONCRETE FILLET & PAN, 6" REINFORCED	SY	90	3	145	13,050	435
93	CONCRETE SIDEWALK, 4" NONREINFORCED	SF	6714	1166	8	53,712	9,328
94	DETECTABLE WARNING PANEL	SF	68	0	66	9,488	0
95	CONCRETE RETAINING WALLS - SECTION 1	SF	2769	0	75	207,675	0
96	CONCRETE RETAINING WALLS - SECTION 2	SF	256	0	90	23,040	0
97	WOOD PEDESTRIAN RAILING	LF	1251	255	132.80	166,132.80	33,864
98	WOOD RAMP MODIFICATIONS	LS	1	0	30,000	30,000	0
99	ARCH SIGN FOOTINGS	LS	1	0	15,000	15,000	0
100	100A PANEL	EA	1	0	2,000	2,000	0
101	METER SOCKET	EA	1	0	400	400	0
102	LIGHT POLE 12'	EA	18	5	7,885	141,930	39,425
103	LIGHT POLE 25'	EA	0	1	6,000	0	6,000
104	LIGHT POLE BASE (FOOTING)	EA	13	6	900	11,700	5,400

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
105	LIGHT POLE STEEL BRACKET CONNECTION	EA	5	0	1300	6,500	0
106	LED LIGHT FIXTURES	EA	18	5	2400	43,200	12,000
107	LIGHT CONTROL CONTACTOR	EA	1	0	2,400	2,400	0
108	13"X24"X18" JUNCTION BOX & COVER	EA	10	4	800	8,000	3,200
109	4" CONDUIT & FITTINGS, SCHED. 80	FT	554	0	18	9,972	0
110	1-1/4" CONDUIT & FITTINGS, SCHED. 40	FT	15	0	15	225	0
111	3" CONDUIT & FITTINGS, SCHED. 80	FT	554	0	23	12,742	0
112	1" CONDUIT & FITTINGS, SCHED. 40	FT	1095	335	9	9,855	3,015
113	#4 AWG COPPER	FT	50	0	3	150	0
114	#8 AWG COPPER, GND	FT	20	0	2	40	0
115	#8 AWG COPPER	FT	3285	1005	2	6,570	2,010
116	ELECTRICAL, INCIDENTAL - BASE BID	LS	1	0	4,000	4,000	0
117	ELECTRICAL, INCIDENTAL - ALTERNATE 1	LS	0	1	400	0	400

BIDDERS PROPOSAL
CRESCENT DRIVE STORM SEWER, WATER, AND STREET IMPROVEMENTS
PROJECT NO. 26-106
LET: APRIL 16, 2026

NO.	DESCRIPTION OF ITEM	UNIT	BASE BID QUANTITY	ALT 1 QUANTITY	UNIT COST	BASE BID EXTENDED COST	ALTERNATE 1 EXTENDED COST
118	PAVEMENT MARKING PAINT, 4" WHITE	LF	0	162	2.00	0	324
119	PAVEMENT MARKING PAINT, 24" WHITE	LF	88	0	5.00	440	0
120	PAVEMENT MARKING PAINT, 12" YELLOW	LF	144	0	3.50	504	0
121	PERMANENT SIGN	EA	9	1	800	7,200	800
122	TRAFFIC CONTROL, MISCELLANEOUS - BASE BID	LS	1	0	6,000	6,000	0
123	TRAFFIC CONTROL, MISCELLANEOUS - ALTERNATE 1	LS	0	1	3,000	0	3,000
124	TRAFFIC CONTROL SIGNS	SF	147	57	4.00	588	228
125	TYPE 3 BARRICADES	EA	11	2	30	330	60
126	FLAGGING	HR	100	50	60	6,000	3,000
127	FIRE HYDRANT FLOW TESTING	EA	6	0	600	3,600	0
	TOTAL BASE BID =					1,457,925.35	
	TOTAL ALTERNATE 1 =						321,599.55
	TOTAL BASE BID PLUS ALTERNATE 1 =					1,779,524.90	

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Hayworth Enterprises, LLC
18881 McCoy Road, Belle Fourche, SD 57717

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635

OWNER (Name and Address):

City of Deadwood
102 Sherman Street, Deadwood, SD 57732

BID

Bid Due Date: April 16, 2026
Description (Project Name— Include Location): Crescent Drive Storm Sewer, Water and Street Improvements Project No. 26-106

BOND

Bond Number: Bid Bond
Date: April 14, 2026
Penal sum Ten Percent of Amount Bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Hayworth Enterprises, LLC (Seal)
Bidder's Name and Corporate Seal

By: Nicole Hayworth
Signature

Nicole Hayworth
Print Name

Owner
Title

Attest: Kristy Messner
Signature

Title Witness

SURETY

Old Republic Surety Company
Surety's Name and Corporate Seal

By: Travis Gusso
Signature (Attach Power of Attorney)

Travis Gusso
Print Name

Attorney-in-Fact
Title

Attest: Jeremy Miller
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of South Dakota

County of Lincoln

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jeremy Miller Notary Public of Lincoln County, in the State of South Dakota,

do hereby certify that Travis Gusso Attorney-in-Fact, of the Old Republic Surety

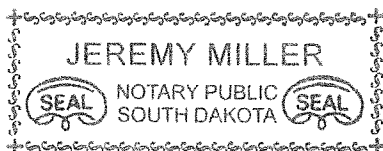
Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Falls in
said County, this 14th day of April, 2026.



Notary Public

Jeremy Miller

My Commission expires:

March 24, 2027



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Travis Gusso

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Hayworth Enterprises, LLC

Obligee: City of Deadwood

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 14th day of April, 2026.

Karen J. Haffner

Assistant Secretary

ORSC 22262 (3-08)

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF DEADWOOD**

THIS AGREEMENT, made this _____ day of _____, 2026, by and between _____ (Contractor), hereinafter called the Party of the Second Part, and City of Deadwood (Owner) hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106**

prepared by Avid4 Engineering, Inc. (Engineer) of Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and City of Rapid City Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

DATED

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents of Section 4. Liquidated damages, as specified in the City of Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Engineer as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Dollars

(\$XXX,XXX.XX)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, Engineer shall satisfy itself by examination that the work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper voucher, and payment will be made on said voucher as soon as possible after approval by the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: City of Deadwood, Party of the First Part, has caused this Contract to be executed in its behalf by its Authorized Representative, thereunto duly authorized, attested thereto by a Notary Public for the State of South Dakota this ____ day of _____ 2026.

CITY OF DEADWOOD

Party of the First Part

BY _____
NAME OF REPRESENTATIVE
Authorized Representative

ATTEST _____
NOTARY TITLE

NAME OF COMPANY
Party of the Second Part

BY _____
NAME OF REPRESENTATIVE
Authorized Representative

TITLE

DATE _____

ADDRESS _____

SECTION 6 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a SURETY COMPANY with General Offices in _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of South Dakota as Surety, are held and firmly bound unto City of Deadwood (Owner), in the penal sum of (\$ _____), lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____, 2026.

WHEREAS, said Principal has entered into a written contract with the Obligee dated _____, 2026 for

CRESCENT DRIVE STORM SEWER, WATER AND STREET IMPROVEMENTS PROJECT NO. 26-106

and shall be in accordance with the detailed plans and specifications on file in the office of Avid4 Engineering, Inc., a copy of which contract is attached hereto and made a part hereof.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said contract and each and every covenant, condition, and part thereof and shall carry out all obligations resting upon said Principal by the terms of said contract, specifications, and detailed plans; and if the said Principal shall pay to Owner all sums due or which may become due by the terms of said contract, as well as by reason of any violations thereof by said Principal; and if said Principal shall promptly pay, or cause to be paid, all labor bills, including the hire, rental, or lease of equipment or machinery and the operators thereof used on the work and all bills for materials, lubricants, oils, and gasoline used in or consumed in the construction of such work and for all labor performed in such work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Owner from all loss, damages, and expense to life or property suffered or sustained by any person, firm, or corporation, caused by said Principal or its agents, servants, or employees in the construction of said work; or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of the said Principal or his agents, servants, or employees; and if the said Principal shall protect and save harmless Owner from all suits and claims of infringement or alleged infringement of patent rights or processes; and if, for and during a period of two (2) years from and immediately following the completion of said Contract and the acceptance thereof by said Owner, the said Principal shall pay, or cause to be paid, to said Owner all damage, loss, and expense which may occur to the said Owner by reason of defective materials used or by reason of defective workmanship done in the furnishing of materials for and the construction of the said work and compliance with S.D.C.L. 5-21-3 and S.D.C.L. 10-46-5, if applicable; and if said

Principal shall save and hold harmless said Owner from all damages, loss, and expense occasioned by any failure whatsoever of the said Principal, then this obligation shall be null and void; otherwise to be and remain in full force and effect in law.

If the Principal shall fail or neglect to pay any person, firm, or corporation for labor bills, including the hire, rental, or lease of equipment or machinery, and the operators thereof, used on the work or materials employed or used by said Principal in carrying forward, performing, and completing said Contract within thirty (30) days after the same becomes due and payable, such persons, firms, or corporations entitled to such pay may sue and recover on this bond form said sureties or either of them the amount so due and unpaid them.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition by the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, the day and year first above written.

BY: _____

SURETY COMPANY

(SEAL)

BY: _____

ATTORNEY-IN-FACT

(Accompany this Bond with Attorney-in-fact's authority from the company.)

This Bond and surety approved this _____ day of _____, 2026.

SECTION 7S SUPPLEMENTARY CONDITIONS

These Supplemental Conditions amend or supplement appropriate provisions of the Contract Documents as indicated in the following paragraphs. All provisions in the Contract Documents which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS

1.01 The following terms have the meanings indicated below, which are applicable to both singular and plural thereof:

- A. "Avid4" – Avid4 Engineering, Inc. at 1805 Samco Road, Rapid City SD 57702.
- B. "Resident Project Representative" - the authorized representative of Avid4 who is assigned to the construction Site or any part thereof.
- C. "Owner" – City of Deadwood at 108 Sherman Street, Deadwood, SD 57732.

ARTICLE 2 –AVID4'S STATUS DURING CONSTRUCTION

2.01 OWNER'S REPRESENTATIVE:

- A. Avid4 will be Owner's representative during the construction period. The duties and responsibilities and the limitations of Avid4's authority as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Avid4.

2.02 VISITS TO SITE:

- A. Avid4 will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Avid4's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Avid4 will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

2.03 LIMITATIONS ON AVID4'S RESPONSIBILITIES:

- A. Neither Avid4's authority to act under this ARTICLE 2 or elsewhere in the Contract Documents nor any decision made by Avid4 in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Avid4 to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- B. Whenever in the Contract Documents the terms "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Avid4 as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Avid4 any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 2.03C or 2.03D.
- C. Avid4 and Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Avid4 and Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- D. Avid4 and Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- E. The presence or absence of Avid4 or his representative will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Avid4 or his representative in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.
- F. The limitations upon authority and responsibility set forth in this Paragraph 2.03 shall also apply to Avid4, Resident Project Representative, and assistants.

ARTICLE 3 – OWNERSHIP AND REUSE OF DOCUMENTS

- 3.01 All Contract Documents and copies thereof furnished by Avid4 shall remain its property. With the exception of those copies signed in connection with the execution of the Agreement, all Contract Documents shall be returned to Avid4 on request upon completion of the Work.
- 3.02 Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Avid4; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Avid4 and specific written verification or adaptation by Avid4.

ARTICLE 4 – RESERVED

ARTICLE 5 - INSURANCE

5.01 ADDITIONAL INSURED STATUS:

- A. Owner and Avid4 shall be included as additional insured by endorsement on the following Contractor insurance policies:
 1. Commercial General Liability.
 2. Commercial Automobile Liability.
- B. Insurance afforded the additional insured shall provide primary coverage for all claims covered thereby. Policies specified in this Article 5 shall contain a "severability of interest" or "cross liability" clause or endorsement, and shall provide that Owner nor Avid4 shall not by reason of inclusion as additional insured incur liability to insurance carrier for payment of premiums for such insurance.
- C. Contractor and its Subcontractors and Suppliers shall require their insurance carriers, with respect to policies provided by them, to waive all rights of subrogation against Owner, its partners, directors, officers, affiliates, financing parties, agents, and employees.

- D. Failure by Owner and Avid4, or its agents or employees, to request proof of such insurance shall not waive Contractor's requirement to have specified insurance coverages and endorsements in place. Contractor shall indemnify Owner and Avid4 from any loss, damage, cost, expense, or liability, including costs of litigation, for failure of Contractor to provide the insurance coverages and endorsements specified in this Article 5.

ARTICLE 6 – INDEMNIFICATION

6.01 PERSONAL INJURY AND PROPERTY DAMAGE:

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Avid4, their consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
 2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.
- B. In any and all claims against Owner and Avid4, their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.01A.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- C. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

6.02 **PATENT FEES AND ROYALTIES:**

- A. Contractor shall indemnify and hold harmless Owner, Avid4, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

END OF SECTION 7S.

(Page added for duplication purposes.)

APPENDIX A

GEOTECHNICAL REPORT

CRESCENT DRIVE STORM SEWER, WATER AND STREET IMPROVEMENTS

(Page added for duplication purposes.)



CONSULTANTS

- **GEOTECHNICAL**
- **MATERIALS**
- **ENVIRONMENTAL**
- **FORENSICS**

**REPORT OF GEOTECHNICAL
EXPLORATION AND REVIEW**

**CRESCENT DRIVE RECONSTRUCTION
76TH DRIVE TO RODEO STREET
DEADWOOD, SOUTH DAKOTA**

AET No. 17-02378

Date:

October 30, 2015

Prepared for:

Ferber Engineering Company, Inc.
729 East Watertown Street
Rapid City, South Dakota 57701





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CONSULTANTS
• GEOTECHNICAL
• MATERIALS
• ENVIRONMENTAL

October 30, 2015

Ferber Engineering Company, Inc.
729 East Watertown Street
Rapid City, South Dakota 57701

Attn: Mr. Dave Muck, P.E.

RE: Geotechnical Exploration and Review
Proposed Crescent Drive Reconstruction
Deadwood, South Dakota
AET Project No. 17-02378

Dear Dave,

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for the proposed Crescent Drive Reconstruction project in Deadwood, South Dakota. These services were performed in general accordance with our proposal dated September 25, 2015 and written authorization to proceed provided on the same date. We are submitting one electronic copy of the report to you.

Within the limitations of scope, budget, and schedule, our services have been conducted according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, either expressed or implied, is intended. Important information regarding risk management and proper use of this report is given in the Appendix entitled "Geotechnical Report Limitations and Guidelines for Use".

Please contact me if you have any questions about the report. I can also be contacted for arranging observation and testing services during construction.

Sincerely,
American Engineering Testing, Inc.

Kristen R. Yates, P.E.
Geotechnical Project Manager
Phone: (605) 388-0029
Fax: (605) 388-0064
kyates@amengtest.com

Page i

Report of Geotechnical Exploration and Review
Proposed Crescent Drive Reconstruction
October 30, 2015
Report No. 17-02378

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Signature Page

Prepared for:

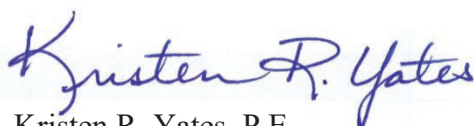
Sperlich Consulting, Inc.
821 Columbus Street
Rapid City, South Dakota 57701

Attn: Mr. Kale McNaboe, P.E.

Prepared by:

American Engineering Testing, Inc.
1745 Samco Road
Rapid City, South Dakota 57702
(605) 388-0029

Report Authored By:



Kristen R. Yates, P.E.
Geotechnical Project Manager

Peer Review Conducted By:



Walt Feeger, P.E.
Senior Geotechnical Engineer



Page ii

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TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 PROJECT INFORMATION.....	1
4.0 SUBSURFACE EXPLORATION AND TESTING	2
4.1 Field Exploration Program	2
4.2 Laboratory Testing	2
5.0 SITE CONDITIONS.....	3
5.1 Surface Observations.....	3
5.2 Subsurface Soils/Geology	3
5.3 Groundwater	3
6.0 RECOMMENDATIONS.....	4
6.1 Discussion.....	4
6.2 Subgrade Preparation	4
7.0 PAVEMENT DESIGN CONSIDERATIONS	6
7.1 Aggregate Base Course	6
7.2 Pavement Sections.....	6
7.3 Pavement Maintenance.....	7
8.0 CONSTRUCTION CONSIDERATIONS.....	8
8.1 Potential Difficulties.....	8
8.2 Disturbance of Soils	8
8.3 Observation and Testing	8
9.0 LIMITATIONS.....	9

STANDARD SHEETS – Pavement Improvement Methods

APPENDIX A - Geotechnical Field Exploration and Testing

Boring Log Notes
Unified Soil Classification System
Site Vicinity Map
Boring Location Map
Subsurface Boring Logs
Moisture-Density Relationship
CBR Test Results

APPENDIX B - Geotechnical Report Limitations and Guidelines for Use

1.0 INTRODUCTION

We understand the City of Deadwood plans to reconstruct a section of Crescent Drive between 76th Drive and Rodeo Street in Deadwood, South Dakota. To assist in planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a geotechnical study, including standard penetration test (SPT) borings at the site, soil laboratory testing, and a geotechnical engineering review for the project. This report presents the results of the above services, and provides our engineering recommendations based on this data.

2.0 SCOPE OF SERVICES

AET's services for this portion of the project were performed according to our proposal dated September 25, 2015. The authorized scope consists of the following:

- Two (2) Standard Penetration Test (SPT) borings to depths of about ten (10) feet below grade.
- Soil laboratory testing.
- Geotechnical engineering report based on the gained data and analysis.

These services are intended for geotechnical purposes. The scope is not intended to explore for the presence or extent of environmental contamination.

3.0 PROJECT INFORMATION

We understand the project will include the reconstruction of the pavement section along Crescent Drive from 76th Drive southwest to Rodeo Street in Deadwood, South Dakota. At this time significant grade changes or replacement of existing water/sanitary sewer utilities are not anticipated. The construction of concrete curb & gutter as well as storm sewer systems are being considered to improve surface drainage in this area.

The above stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

4.0 SUBSURFACE EXPLORATION AND TESTING

4.1 Field Exploration Program

The subsurface exploration program conducted for this project consisted of two (2) SPT soil borings to depths of about ten (10) feet below existing grades. The borings were drilled on September 28, 2015. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, classification, geologic description, and moisture condition. Relative density or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on the Boring Location Maps in Appendix A. The borings were located in the field by AET personnel by measuring from nearby site features. The ground surface elevations at the bore holes were measured relative to a temporary benchmark (TBM). The TBM used for this project was the top nut of the fire hydrant located on the north side of Crescent Drive west of the location of Boring B-2. For purposes of this report, an elevation of 100.0 feet was assumed for this TBM.

4.2 Laboratory Testing

The laboratory testing program included natural moisture content, dry density, percent passing #200 sieve, moisture-density relationship (modified proctor), and California Bearing Ratio (CBR). The natural moisture content, dry density, and percent passing #200 sieve test results are included on the attached boring logs opposite the samples upon which the tests were performed.

The moisture-density relationship (modified Proctor) and California Bearing Ratio (CBR) tests are also included on separate sheets within Appendix A at the end of this report. The CBR test was remolded to approximately 95% of maximum dry density at the optimum moisture content for the specific boring/material.

It should be noted the bulk soil sample from Boring B-2 represent a mixture of the soils encountered within the upper 5 foot interval of the borehole. As such, the soil classification as presented on the Moisture-Density Relationship and CBR data sheets may differ from the classifications of the individual soil layers identified on the respective Subsurface Boring Logs.

5.0 SITE CONDITIONS

5.1 Surface Observations

The project site is located on the existing roadway for Crescent Drive in Deadwood, South Dakota. The reconstruction will include approximately 1,000 lineal feet of Crescent Drive from 76th Drive southwest to Rodeo Street. The existing asphalt pavement section along the street alignments is generally in fair condition.

The existing asphalt pavement section was measured to be approximately 6-inches in both boring locations with no measured aggregate base course between the pavement and the underlying fill material noted.

5.2 Subsurface Soils/Geology

Underlying the asphalt pavement section, the subsurface soils encountered within the borings generally consisted of fill to the final depths drilled within the borings to approximately 16.5 feet below grade. The fill material consisted of sandy gravel with silt and some cobbles and sandy silt to silty sand with cobbles. The specific conditions encountered at each boring location are indicated on the individual boring logs included at the end of this report in Appendix A.

5.3 Groundwater

At the time of our field work, groundwater was not measured in either of the borings drilled at this site. However, it should be noted that Whitewood Creek is located within 100 feet to the north of the site and water levels fluctuations within the creek may affect groundwater levels within the soils encountered along the street alignment, especially within utility trenches.

The presence or lack of groundwater noted at the boring locations should not be taken as an accurate representation of the actual long-term groundwater levels. Subsurface water levels should be expected to fluctuate seasonally and yearly. The time of year that the borings were drilled, and the history of precipitation prior to drilling, should be known when using the water level information on the soil boring logs to extrapolate water levels at other points in time.

6.0 RECOMMENDATIONS

6.1 Discussion

The following recommendations are based on the soil conditions observed in the soil borings at the time of our exploration. The near surface subgrade soils generally consisted of sandy gravel to silty sand fill, which in our opinion are good materials for pavement support, and will control the pavement design analysis. However, the soils between the boring locations may differ significantly from those encountered at the boring locations. Further, changes in climatic conditions between the time of exploration and the time of construction may also affect soil conditions, particularly groundwater levels and the moisture content of the soils.

6.2 Subgrade Preparation

At this time it is not anticipated that any major changes in grade elevation along the street alignments will be required. However, minor grading and construction of concrete curb & gutters may be considered to improve drainage. Once the existing pavement sections have been removed, and the design grades achieved (where applicable), the exposed subgrade should be scarified to a depth of at least 12-inches, the moisture content of the soils adjusted to $\pm 3\%$ of optimum and the material compacted to at least 95% of the maximum dry density as determined by ASTM D1557 (modified proctor).

The prepared subgrade should then be proof-rolled prior to placement of the aggregate base course. Proofrolling should be performed with a loaded tandem axle dump truck or water truck to verify a firm and unyielding subgrade has been achieved. Any areas that pump under the loaded dump truck should be excavated and replaced with coarse clean gravel to stabilize the subgrade. Once the subgrade has been proof rolled and approved by the geotechnical engineer, base course may be placed. The subgrade should be sloped to the curb to help reduce accumulation of water below the traffic lanes of the pavement.

6.3 Trench Excavation

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff

can potentially induce side slope erosion or running which could require slope maintenance.

For trench excavations, it is our opinion the site sands and gravels as Type C with a recommended slope layback of 1½H:1V. This classification should be considered preliminary and should be verified in the field on a daily basis by the contractor and/or geotechnical engineer.

Although not expected, excavations deeper than 20 feet and/or in saturated soils or below the groundwater table should be considered on an individual basis. Water levels, due to climatic conditions should be evaluated at the time of construction. If the above trench layback recommendations are not feasible, due to space limitations or other factors, the OSHA rules should be consulted for alternative trench stabilization methods. Trench boxes or shoring in compliance with OSHA rules may be acceptable alternatives.

6.4 Backfill Considerations

It is our opinion that the site soils may be used as trench backfill. Processing and moisture conditioning of the soils should be anticipated to obtain moisture contents suitable to achieve the recommended compaction levels.

All recommendations are based on the Standard Proctor method (ASTM: D 698).

1. All backfill should be free of organics, deleterious/frozen material, and manmade or construction debris and have a maximum nominal size of 3-inches.
2. All materials should be moisture conditioned to ± 3 percent of the optimum moisture content prior to placement.
3. All backfill should be placed in loose lift thicknesses of 8-inches or less. If hand-operated compaction equipment is used, the loose lift thickness should be reduced to 4-inches or less.
4. Each lift should be compacted to at least 92% of maximum proctor density. Within the street alignments the top 1-foot lift of backfill should be compacted to at least 95% of maximum proctor density.
5. Compaction density tests should be performed on alternating lifts to ensure the minimum density is maintained.

Report of Geotechnical Exploration and Review

Proposed Crescent Drive Reconstruction

October 30, 2015

Report No. 17-02378

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Should additional fill be required, the proposed import backfill should be submitted to the geotechnical engineer for approval prior to use.

7.0 PAVEMENT DESIGN CONSIDERATIONS

Pavement sections for this project were designed based on 1993 American Association of State Highway and Transportation Officials (AASHTO) Empirical Equation for Flexible and Rigid Pavements.

The development around this street consists of fully developed recreational and commercial areas. Therefore, it is assumed that there will be limited to no future growth. Based on this information, it is our opinion this pavement section can be designed using a 20 year equivalent 18-kip single axle load (ESAL) of 100,000 to represent the approximate traffic intensity. Please notify us if any of the parameters used in the pavement design do not adequately define the anticipated conditions.

A California Bearing Ratio (CBR) test was performed on a bulk sample of the site gravelly sand soils encountered from about 1 to 5 feet below grade in Boring B-2. The test results indicated a CBR value of 14.7 at 95% compaction as referenced to ASTM D 1557 (modified Proctor). We have used a correlation of $1500 \times \text{CBR value}$ to estimate the resilient modulus (M_R).

7.1 Aggregate Base Course

Aggregate base course should meet the requirements as outlined in Section 882 "Aggregates for Granular Bases and Surfacing" of the SDDOT specifications. Aggregate base course should be compacted to a minimum of 95% of the maximum dry density, as determined by ASTM D1557 (modified Proctor).

Report of Geotechnical Exploration and Review

Proposed Crescent Drive Reconstruction

October 30, 2015

Report No. 17-02378

AMERICAN
ENGINEERING
TESTING, INC.**7.2 Pavement Sections**

Based on the above described design parameters, our calculations indicate the following minimum pavement sections should be used for this project:

Recommended Pavement Section Thicknesses				
Street	Asphalt, in	Concrete, in	Aggregate Base Course, in	Total, in
Crescent Street	4	--	4	8
	--	5	6	11

We recommend the asphalt be obtained from an approved mix design conforming to the South Dakota Department of Transportation (SDDOT) Class E Specifications as defined in Section 320 “Asphalt Concrete” of the Standard Specifications for Road and Bridges, current edition.

Aggregate used in the asphalt and concrete should meet SDDOT specifications under Section 880 “Aggregates for Asphalt Concrete” for quality and gradation. Mix designs should be submitted prior to construction to verify their adequacy. Asphalt material should be placed in maximum 3-inch lifts and should be compacted to the minimum standards outlined in the SDDOT Specifications.

Where rigid (concrete) pavements are used, the concrete should be obtained from an approved mix design conforming to Section 380 “Portland Cement Concrete Pavement” and Section 460 “Structural Concrete” of the SDDOT Specifications. Longitudinal and transverse joints should be provided as needed in concrete pavements for expansion/contraction and isolation. The location and extent of joints should be based upon the final pavement geometry. Sawed joints should be cut within 24-hours of concrete placement. All joints should be sealed to prevent entry of foreign material and dowelled where necessary for load transfer.

7.3 Pavement Maintenance

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Preventive maintenance activities are intended to slow the rate of pavement deterioration. Pavement maintenance consists of both localized maintenance (crack and joint sealing and patching) and global maintenance (surface sealing).

Preventive maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance program, additional engineering input is recommended to determine the type and extent of appropriate preventive maintenance. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required. For additional information please refer to the Standard Sheet at the back of this report, Pavement Improvement Methods.

8.0 CONSTRUCTION CONSIDERATIONS

8.1 Potential Difficulties

Depending on the time of year in which construction takes place, soft wet subgrade soils could be encountered during the grading operations. If encountered, additional conditioning of the soils may be required to obtain moisture contents which allow for firm and unyielding subgrade and/or compaction. Localized areas of soft wet subgrades can be remedied with additional excavation to expose firmer soils, placement of coarse rock to provide a solid base on which to place additional fill and/or the use of geotextiles between the soft soils and the overlying fill and/or pavement sections. The appropriate means of subgrade stabilization should be evaluated by the geotechnical engineer at the time of construction.

8.2 Disturbance of Soils

The on-site soils can become disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompact back into place, or they should be removed and replaced with drier imported fill.

8.3 Observation and Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been

Report of Geotechnical Exploration and Review

Proposed Crescent Drive Reconstruction

October 30, 2015

Report No. 17-02378

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ENGINEERING
TESTING, INC.

satisfied.

9.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, our services have been conducted according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, either expressed or implied, is intended. Important information regarding risk management and proper use of this report is given in Appendix B entitled “Geotechnical Report Limitations and Guidelines for Use”.

Report of Geotechnical Exploration and Review
Proposed Crescent Drive Reconstruction
October 30, 2015
Report No. 17-02378

AMERICAN
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STANDARD SHEETS

PAVEMENT IMPROVEMENT METHODS

RECONSTRUCTION

Reconstruction involves the removal of the existing pavement system and allows for improvements to the subgrade, whether for soil strength reasons or for frost/drainage improvement reasons (or both). The reconstruction approach should provide the best long-term pavement performance of the methods listed, particularly where subgrade soils are clayey or silty; and have poor stability, frost, and/or drainage properties. For frost/drainage improvement through clayey/silty soil areas, the subgrade correction would involve the placement of a sand subbase layer directly beneath the aggregate base. The degree of performance improvement in poor draining and/or frost susceptible soils is generally proportional to the sand subbase thickness placed. Incorporation of a sand subbase through poor frost/drainage soil areas also increases the likelihood that future pavement rehabilitation can be performed with less expensive methods, such as a mill and overlay.

REMOVE AND REPLACE

This procedure is essentially a reconstruction approach, although the intent is not to improve the subgrade. With this approach, it is prudent to conduct a test roll over fine grained subgrade soils and conduct local improvement of observed unstable soils which develop. With this local improvement, the approach would essentially be considered reconstruction without the incorporation of a sand subbase; and without the performance improvement that can be expected from better drainage and reduced frost susceptibility.

MILL AND OVERLAY

This procedure removes the upper portion of the existing bituminous, but leaves the lower portion in-place such that improvement to the sublayers is not possible. This approach requires sufficient thickness of bituminous such that enough bituminous remains to prevent the paving equipment from breaking through the layer; this thickness is typically considered to be at least 1½ inches, and even this depends on the bituminous condition. Note that with the mill and overlay approach, cracks from the existing pavement will reappear in the new surface layer after a short time (reflection cracking). Accordingly, this approach should be avoided for those pavements which include significant distress cracking and/or irregularity.

FULL DEPTH RECLAMATION

The full depth reclamation (FDR) process involves crushing both bituminous and aggregate base layers in-place and blending the material with the intent of creating a modified aggregate base. Additional improvement can be gained by stabilizing the modified base with emulsified asphalt (which allows for thinner new bituminous surfacing). These processes require that appropriate material types and thicknesses be in-place. A fresh bituminous layer would then be placed over the reclaimed material. These approaches will outperform the mill and overlay approach, since reflection cracking does not develop; although will not outperform a reconstruction approach if the subgrade has strength, frost, and/or drainage deficiencies. If original grades need to be maintained, excess materials will need to be removed from the site. Methods include milling the surface bituminous for removal prior to recycling or conducting the reclamation process and then removing a portion of the reclaimed material.

Appendix A

AET Project No. 17-02378

Geotechnical Field Exploration and Testing
 Boring Log Notes
 Unified Soil Classification System
 Site Vicinity Map
 Boring Location Map
 Subsurface Boring Logs
 Moisture – Density Relationship (Proctor)
 California Bearing Ratio

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling standard penetration test (SPT) borings. The locations of the borings appear on the attached Boring Location Map, preceding the Subsurface Boring Logs in this Appendix.

A.2 SAMPLING METHODS

A.2.1 Ring-lined barrel Samples - Calibrated to N_{60} Values

Standard penetration (ring-lined barrel) samples were collected in general accordance with ASTM: D3550. The ASTM test method consists of driving a 2.5-inch O.D. thick-walled, split-barrel sampler lined with brass rings into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as “DS” or “SU” on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of “topsoil” layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

Visual-manual judgment of the AASHTO Soil Group is also noted as a part of the soil description. A chart presenting details of the AASHTO Soil Classification System is also attached.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 LABORATORY TEST METHODS

A.5.1 Water Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.5.2 Atterberg Limits Tests

Conducted per AET Procedure 01-LAB-030, which is performed in general accordance with ASTM: D4318 and AASHTO: T89, T90.

A.5.3 Sieve Analysis of Soils (thru #200 Sieve)

Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
AR:	Sample of material obtained from cuttings blown out the top of the borehole during air rotary procedure.
B, H, N:	Size of flush-joint casing
CAS:	Pipe casing, number indicates nominal diameter in inches
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
DP:	Direct push drilling; a 2.125 inch OD outer casing with an inner 1½ inch ID plastic tube is driven continuously into the ground.
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RDA:	Rotary drilling with compressed air and roller or drag bit.
RDF:	Rotary drilling with drilling fluid and roller or drag bit
REC:	In split-spoon (see notes), direct push and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
SS:	Standard split-spoon sampler (steel; 1.5" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q _p :	Pocket Penetrometer strength, tsf (<u>approximate</u>)
q _c :	Static cone bearing pressure, tsf
q _u :	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remolded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES (Calibrated Hammer Weight)

The standard penetration test consists of driving a split-spoon sampler with a drop hammer (calibrated weight varies to provide N₆₀ values) and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM: D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM: D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

UNIFIED SOIL CLASSIFICATION SYSTEM

ASTM Designations: D 2487, D2488

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Notes

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:

GW-GM well-graded gravel with silt

GW-GC well-graded gravel with clay

GP-GM poorly graded gravel with silt

GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:

SW-SM well-graded sand with silt

SW-SC well-graded sand with clay

SP-SM poorly graded sand with silt

SP-SC poorly graded sand with clay

$$^E C_u = D_{60} / D_{10}, \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soils is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

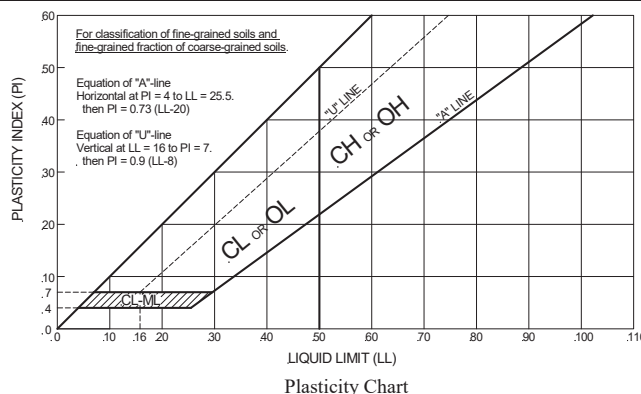
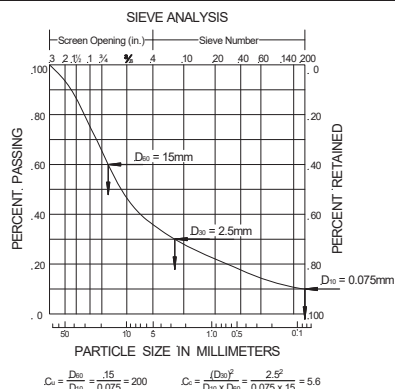
^RFiber Content description shown below.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

Soil Classification

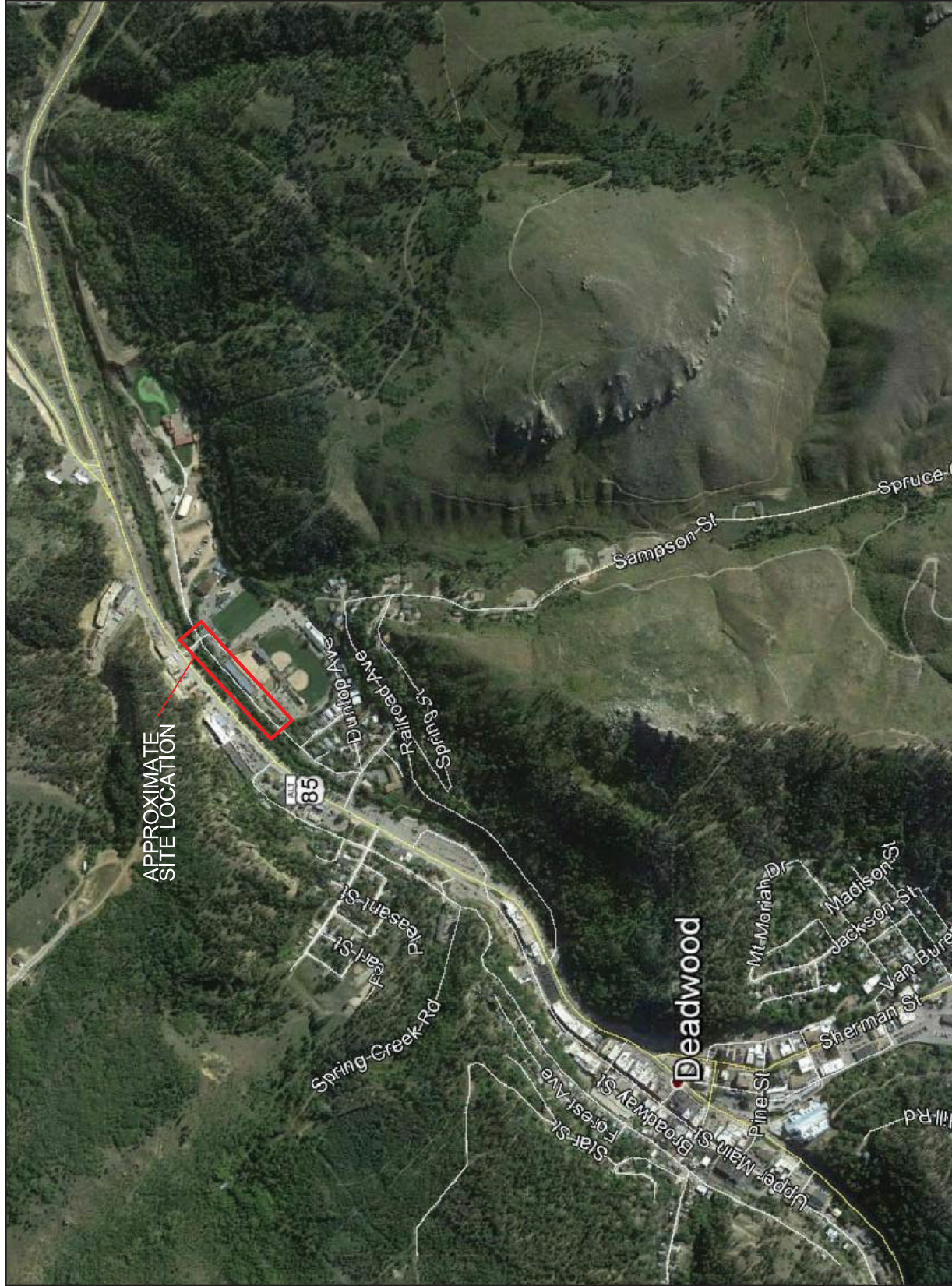
Group Symbol Group Name^B

Soil Description	Gravel Fraction	Clean Gravel Fraction	Symbol	Symbol	Description
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$C_u \geq 4$ and $1 \leq C_c \leq 3^E$	GW	Well graded gravel ^F
			$C_u < 4$ and/or $1 > C_c > 3^E$	GP	Poorly graded gravel ^F
		Gravels with Fines more than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$C_u \geq 6$ and $1 \leq C_c \leq 3^E$	SW	Well-graded sand ^I
			$C_u < 6$ and $1 > C_c > 3^E$	SP	Poorly-graded sand ^I
		Sands with Fines more than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Silts and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above “A” line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below “A” line ^J	ML	Silt ^{K,L,M}
		organic	Liquid limit—oven dried < 0.75 Liquid limit – not dried	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above “A” line	CH	Fat clay ^{K,L,M}
			PI plots below “A” line	MH	Elastic silt ^{K,L,M}
		organic	Liquid limit—oven dried < 0.75 Liquid limit – not dried	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,Q}
Highly organic soil			Primarily organic matter, dark in color, and organic in odor	PT	Peat ^R



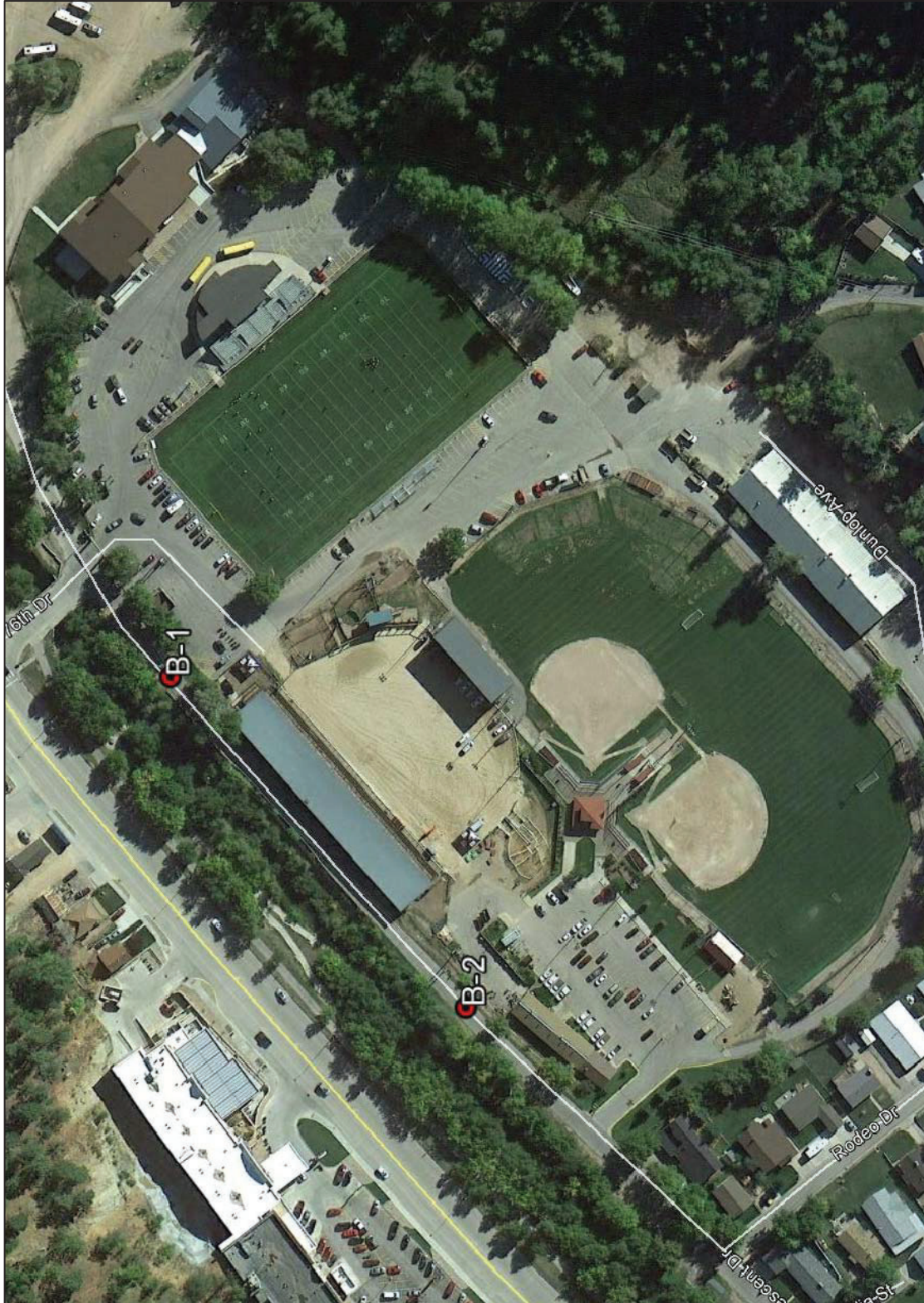
ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
Moisture/Frost Condition		Layering Notes		Fiber Content of Peat		Organic/Roots Description (if no lab tests)	
D (Dry):	(MC Column) Absence of moisture, dusty, dry to touch.	Laminations:	Layers less than 1/2" thick of differing material or color.	Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the soil properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").	Lenses:	Pockets or layers greater than 1/2" thick of differing material or color.	Fibric Peat:	Greater than 67%	With roots:	Judged to have sufficient quantity of roots to influence the soil properties.
W (Wet/ Waterbearing):	Free water visible intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.			Hemic Peat:	33 - 67%	Trace roots:	Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.
F (Frozen):	Soil frozen			Sapric Peat:	Less than 33%		



SCALE
(FEET)
0 1,000

PROJECT:	PROPOSED CRESENT STREET RECONSTRUCTION DEADWOOD, SOUTH DAKOTA	PROJECT NO.	17-02378
SUBJECT:	SITE LOCATION MAP	DATE:	OCTOBER 23, 2015
SCALE:	1 INCH = 1,000 FEET	REVIEWED BY:	RNT
		DRAWN BY:	KY



SCALE
(FEET)

0 150

	PROJECT: PROPOSED CRESENT STREET RECONSTRUCTION DEADWOOD, SOUTH DAKOTA		PROJECT NO. 17-0237	
	SUBJECT: BORING LOCATION MAP		DATE: OCTOBER 23, 2015	
	SCALE: 1 INCH = 150 FEET		REVIEWED BY: RNT	
	DRAWN BY: KY		Section 4 Item b.	



SUBSURFACE BORING LOG

AET JOB NO: **17-02378**

LOG OF BORING NO. **B-1 (p. 1 of 1)**

PROJECT: **Crescent Street Reconstruction; Deadwood, South Dakota**

DEPTH IN FEET	SURFACE ELEVATION: 88.2 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
	ASPHALT , 6-inches	PAVEMENT									
1	FILL , Sandy Gravel with silt, with some organics, dark brown	FILL									
2											
3			12	M	MC	18					
4											
5											
6			18	M	MC	18	8				11
7											
8	with cobbles		23	M	MC	18					
9	FILL , Sandy Silt, dark brown										
10											
11			4	M	MC	18	29	79			
	Bottom of Boring										

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
10.0	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		9/28/15	17:05	11.5	10.0	NA	NA	None	
BORING COMPLETED: 9/28/15									
DR: BT LG: CD Rig: RC-1									

AET CORP 17-02378.GPJ AET-CPT+WELL.GDT 10/23/15



SUBSURFACE BORING LOG

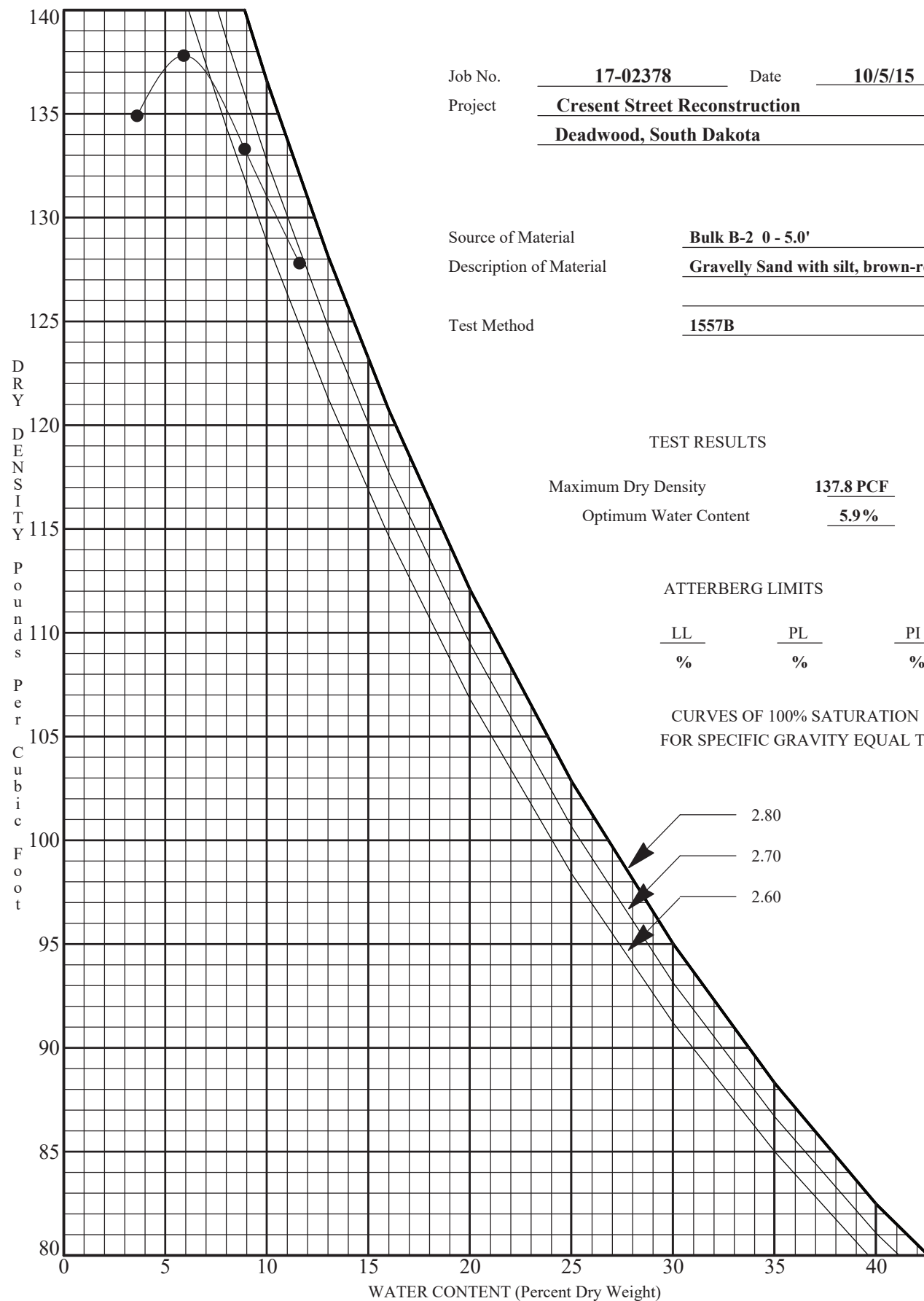
AET JOB NO: **17-02378**

LOG OF BORING NO. **B-2 (p. 1 of 1)**

PROJECT: **Crescent Street Reconstruction; Deadwood, South Dakota**

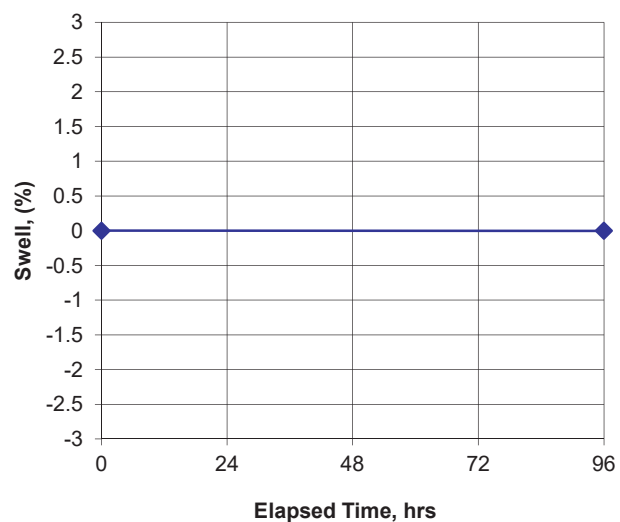
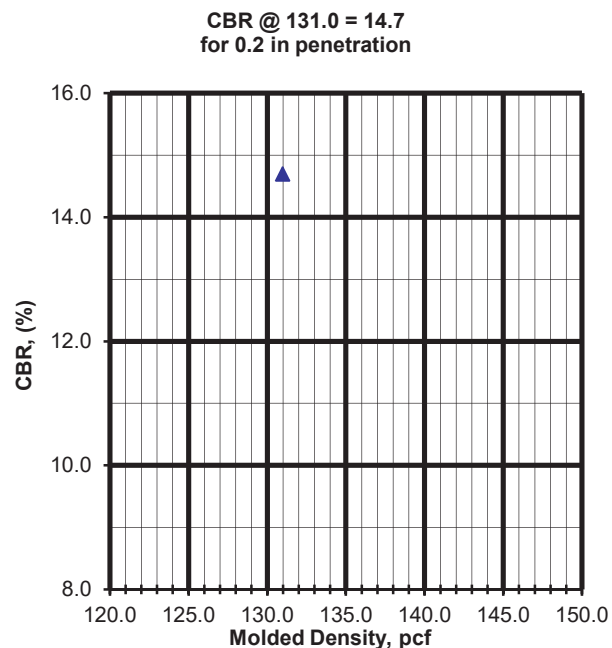
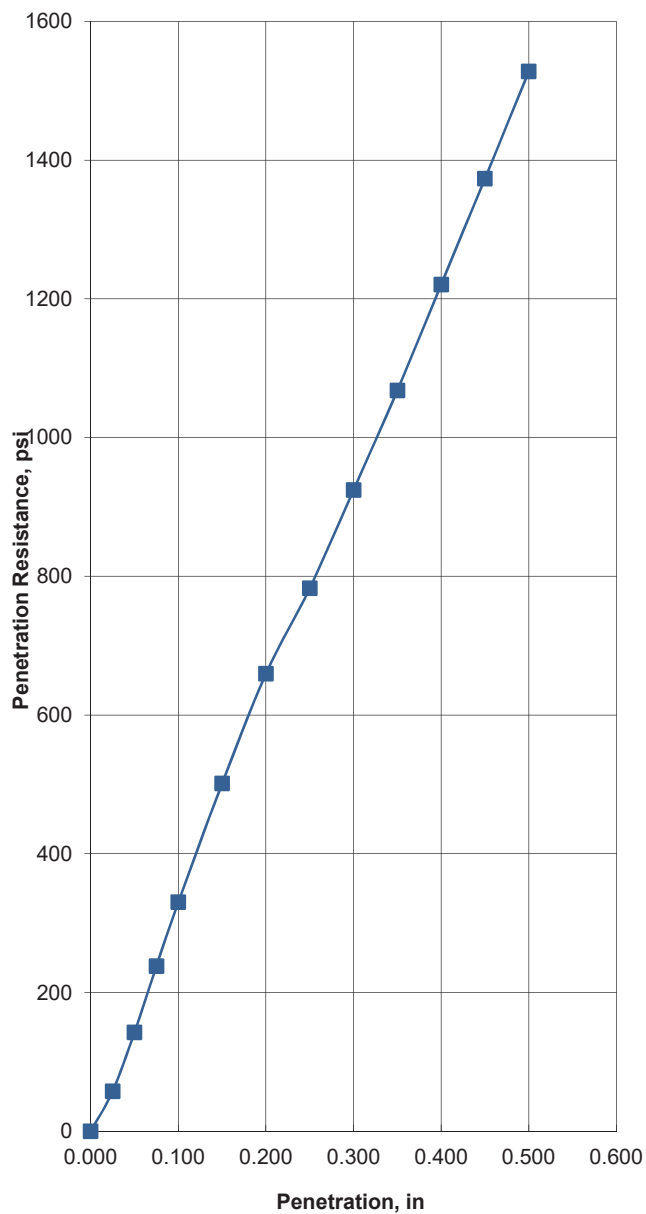
DEPTH IN FEET	SURFACE ELEVATION: <u>97.0</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
	ASPHALT, 6-inches	PAVEMENT									
1	FILL, Silty Sand with gravel, with some organics, dark brownish red	FILL									
2											
3			13	M	MC	18	10				
4											
5											
6			7	M	MC	18					
7											
8			52	M	MC	18	12				20
9	with cobbles										
10											
11			62	M	MC	18					
	Bottom of Boring										
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
10.0	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			
		9/28/15	16:05	11.5	10.0	NA	NA	None			
BORING COMPLETED: 9/28/15											
DR: BT LG: CD Rig: RC-1											

AET CORP 17-02378.GPJ AET-CPT+WELL.GDT 10/23/15



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MOISTURE-DENSITY RELATIONSHIP



Molded			Soaked			CBR, (%)		Pen.	Swell
Dens.	% Max.	% Moisture	Dens.	% Max.	% Moisture	0.1 in	0.2 in	Surcharge	%
131.0	95.0	5.9	131.3	95.3	11.7	11.0	14.7	10lb	0.0
MATERIAL DESCRIPTION					USCS	Max. Dens.	Opt. Mois.	LL	PI
Gravelly Sand with Silt					SP	137.8	5.9		

Project No 17-02378

Bulk B-2

Project: Crescent Street Reconstructino
Deadwood, South Dakota

Date: 10/13/2015

Test Descr. / Remarks

CBR: ASTM D 1883

Proctor: ASTM D 1557B

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BEARING RATIO TEST REPORT

Report of Geotechnical Exploration and Review

Proposed Crescent Drive Reconstruction

October 30, 2015

Report No. 17-02378

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Appendix B

Geotechnical Report Limitations and Guidelines for Use

Geotechnical Report Limitations and Guidelines for Use AET Project No. 17-02378

REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by ASFE¹, of which, we are a member firm.

RISK MANAGEMENT INFORMATION

Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. No one, not even you, should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typically factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes, even minor ones, and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

¹ ASFE, 8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 : www.asfe.org

Geotechnical Report Limitations and Guidelines for Use

AET Project No. 17-02378

Most Geotechnical Findings Are Professional Opinions

Site exploration identified subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ, sometimes significantly, from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not over rely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In the letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need to prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their report. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF DEADWOOD**

THIS AGREEMENT, made this 23th day of April, 2026, by and between Hayworth Enterprises, LLC (Contractor), hereinafter called the Party of the Second Part, and City of Deadwood (Owner) hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106**

prepared by Avid4 Engineering, Inc. (Engineer) of Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and City of Rapid City Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

1

DATED

April 14, 2026

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents of Section 4. Liquidated damages, as specified in the City of Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Engineer as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

One Million Seven Hundred Seventy-two Thousand Thirty-six and 77/100 Dollars
(\$1,772,036.77)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

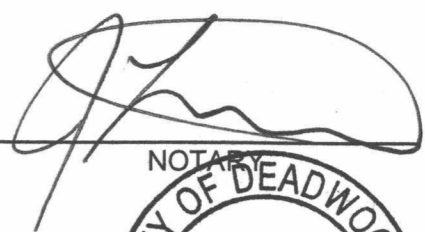
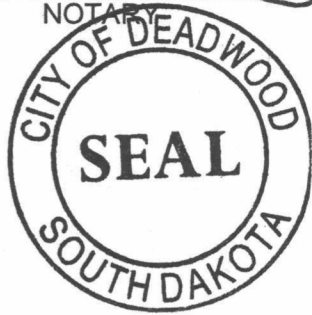
Upon completion of all work under this Contract, Engineer shall satisfy itself by examination that the work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper voucher, and payment will be made on said voucher as soon as possible after approval by the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: City of Deadwood, Party of the First Part, has caused this Contract to be executed in its behalf by its Authorized Representative, thereunto duly authorized, attested thereto by a Notary Public for the State of South Dakota this 4th day of May 2026.

ATTEST 
 NOTARY


BY 
 CHARLIE STRUBLE-MOOK
 MAYOR

HAYWORTH ENTERPRISES, LLC
 Party of the Second Part

BY 
 NICOLE HAYWORTH
 OWNER

DATE 4-24-26

ADDRESS 18881 McCoy Rd, Belle Fourche, SD 57717

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: August 17, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Additional Work Financial Agreement

Attached are the plans and additional paving quantities and costs broken out between the four stakeholders – City of Deadwood, South Dakota Department of Transportation, Lead Deadwood Sanitary District, and Deadwood Days of 76, Inc. We used the following logic for stakeholder cost-share:

Assumptions –

- The DOT and Sanitary District have an interest in the roadway improvement but not necessarily in the additional paving that is proposed north to Whitewood Creek.
- The DOT uses the roadway more frequently and with larger vehicles than the Sanitary District.
- The City of Deadwood and Days of '76 have a nearly equal interest in paving the areas between the roadway and the creek.

Based on the above assumptions, the engineer divided the quantities by assigning the tree removal to the City with the assumption that the additional area would benefit snow removal and storage. The pavement removal was split equally between DOT and the Sanitary District. The excavation, aggregate base and asphalt for the roadway and tie in area at the east end adjacent to the existing inlet was split between the DOT and the Sanitary District with the Sanitary District only accounting for an equivalent width of 11' for the roadway length. The curb and gutter and storm sewer items were assigned entirely to the DOT acknowledging the need for a more substantial access than simply a driveway. Finally, the excavation, aggregate base, paving, topsoil, seeding, fertilizing, and mulching were split equally between the City and the Days of 76 as both benefit from the additional paved surface which requires minor grading and surface restoration adjacent to the creek. The vegetative buffer between the paving and the creek will act as an effective area to address the storm water quality of the runoff.

CRESCENT DRIVE ADDITIONAL PAVING COST-SHARING AGREEMENT

Additional paving north to Whitewood Creek

This Cost-Sharing Agreement (“Agreement”) is entered into as of the date of the last signature below by and among the South Dakota Department of Transportation (“DOT”), the applicable Sanitary District (“Sanitary District”), the City of Deadwood, South Dakota (“City”), and Days of ’76 (each a “Party” and collectively, the “Parties”).

1. Purpose and Project

The Parties desire to allocate responsibility for the additional quantities and costs associated with the City’s Crescent Street Reconstruction project including paving and related improvements north of the existing roadway to Whitewood Creek, to consist of roadway and tie-in work at the east end adjacent to the existing inlet, associated drainage improvements, and grading and restoration of the area adjoining the creek (collectively, the “Additional Work”). The Additional Work is in addition to the current plans for the Crescent Street Reconstruction and is described in the amendment to construction agreement, attached hereto as Exhibit A.

2. Allocation Principles

1. The DOT and Sanitary District each have an interest in roadway improvement, but not necessarily in the additional paving proposed north to Whitewood Creek.
2. The DOT uses the roadway more frequently and with larger vehicles than the Sanitary District.
3. The City and Days of ’76 have nearly equal interest in paving the areas between the roadway and the creek.

3. Cost Responsibilities

Allocation of Additional Work		
Work item	Responsible Party or allocation	Basis
Tree removal	City — 100%	The additional area benefits snow

		removal and snow storage.
Pavement removal	DOT — 50%; Sanitary District — 50%	Equal allocation.
Roadway and east tie-in excavation, aggregate base, and asphalt	DOT and Sanitary District, based on measured quantities; the Sanitary District's share is limited to an equivalent roadway width of 11 feet for the applicable roadway length, with the DOT responsible for the remaining applicable quantity.	Reflects relative roadway use and the Sanitary District's equivalent-width limitation.
Curb and gutter and storm sewer	DOT — 100%	Recognizes the need for access more substantial than a driveway.
Creek-side additional paved surface: excavation, aggregate base, paving, topsoil, seeding, fertilizing, and mulching	City — 50%; Days of '76 — 50%	Both Parties benefit from the additional paved surface and related grading and restoration.

The vegetative buffer between the paving and Whitewood Creek is intended to function as a best management practice ("BMP") addressing stormwater quality for runoff from the improved area.

4. Schedule A and Contract Amounts

The itemized quantities, unit prices, extended costs, and resulting shares for each Party shall be stated in Schedule A, titled "Crescent Drive Additional Street Cost Breakdown," dated July 16, 2026, after verification and approval by the Parties. Schedule A, once approved and attached, is incorporated into this Agreement. If the final measured quantities differ from the estimated quantities, the Parties' shares shall be recalculated using the allocation rules in Section 3 and the applicable contract unit prices, unless the Parties approve a written amendment.

Schedule A — Party Cost Summary	
Party	Estimated share
South Dakota Department of Transportation	\$75,004.00

Lead Deadwood Sanitary District	\$35,580.30
City of Deadwood	\$57,939.10
Days of '76	\$50,174.10
Total	\$218,697.50

5. Administration, Documentation, and Payment

1. The City shall serve as coordinating administrator unless the Parties designate another entity in writing. The City shall maintain the Contract with the Contractor. City shall pay the Contractor consistent with the underlying Contract and shall invoice the other Parties to this Agreement.
2. The City shall provide each Party reasonable supporting documentation, including approved quantities, applicable unit prices, contractor invoices or pay estimates, and the calculation of that Party's share.
3. Each Party shall pay its undisputed share within thirty (30) days after receipt of a complete invoice and supporting documentation, subject to its lawful appropriation, approval, and payment procedures.
4. A Party disputing an invoiced amount shall provide written notice describing the disputed item within fifteen (15) days after receipt. The Parties shall promptly meet and attempt in good faith to resolve the dispute. Undisputed amounts remain payable when due.
5. After completion and acceptance of the Additional Work, the coordinating administrator shall issue a final reconciliation using actual approved quantities. Overpayments shall be refunded or credited, and underpayments shall be invoiced.

6. Changes to the Additional Work

No material change to the scope, allocation method, or estimated total cost shall bind a Party unless approved in writing by authorized representatives of all affected Parties. Emergency work necessary to protect life, property, the roadway, or Whitewood Creek may proceed when delay is impracticable, provided prompt written notice and supporting documentation are furnished to the affected Parties.

7. Compliance and Authority

Each Party represents that it has obtained or will obtain all approvals required for it to enter into and perform this Agreement. Procurement, contracting, inspection,

acceptance, and payment shall comply with applicable law, grant or funding requirements, approved plans and specifications, and the governing construction contract. Nothing in this Agreement waives any immunity, defense, limitation of liability, or statutory protection available to a Party.

8. Term; Termination

This Agreement becomes effective upon execution by all Parties and continues until final payment and reconciliation are complete. A Party may not terminate its responsibility for authorized and completed work. The Parties may terminate the unperformed portion of this Agreement only by mutual written agreement addressing committed costs and closeout obligations.

9. General Provisions

1. **Independent Parties.** Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship among the Parties.
2. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties.
3. **Notices.** Formal notices shall be delivered to the authorized representative and address designated by each Party below or in a later written notice.
4. **Assignment.** No Party may assign its obligations without the prior written consent of the other affected Parties.
5. **Governing Law and Venue.** South Dakota law governs this Agreement. Venue for any action shall lie in a court of competent jurisdiction in Lawrence County, South Dakota, unless applicable law requires otherwise.
6. **Entire Agreement; Amendment.** This Agreement and its approved attachments state the entire agreement concerning the Additional Work and may be amended only by a writing signed by authorized representatives of the affected Parties.
7. **Severability.** If any provision is held unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.
8. **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

10. Signatures

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION By: _____ Name: _____	SANITARY DISTRICT By: _____ Name: _____
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Title: _____ Date: _____ Notice address/email: _____	Title: _____ Date: _____ Notice address/email: _____
CITY OF DEADWOOD, SOUTH DAKOTA By: _____ Name: _____ Title: _____ Date: _____ Attest: _____ Notice address/email: _____	DAYS OF '76 By: _____ Name: _____ Title: _____ Date: _____ Notice address/email: _____

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: August 17, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Mutual Maintenance Agreement with Days

Attached is the Mutual Maintenance Agreement between the City of Deadwood and Deadwood Days of '76, Inc. This agreement stipulates the shared costs of maintenance for the additional Crescent Street paving. This area consists of property owned by both the City of Deadwood and the Deadwood Days of '76, Inc.

The snow-dump and dry-camp area will incur further maintenance needs with the pavement improvement. The agreement acknowledges that the City will create more maintenance issues with the use of equipment for snow removal and addresses that with a higher cost share for the City. This agreement does not encumber the City to future capital improvement expenses in cooperation with the Days or anything extending beyond the City's use of the area as a snow-dump.

MUTUAL MAINTENANCE AND USE AGREEMENT

**City of Deadwood, South Dakota
and
Deadwood Days of '76, Inc.**

This Mutual Maintenance and Use Agreement ("Agreement") is made and entered into effective as of _____, 20____ ("Effective Date"), by and between the **City of Deadwood, South Dakota**, a South Dakota municipality ("City"), and **Deadwood Days of '76, Inc.**, a South Dakota nonprofit corporation ("Days"). City and Days may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Days owns or controls certain real property legally described as **TIF #9 M.S. 569 Lot 1 of the Days of 76 Tract, Plat 2010-01329** ("Days Property");

WHEREAS, City owns or controls certain real property legally described as **TIF #9 M.S. 569 & 840 Lot A, part of Lot A Revised Plat 2013-02127** ("City Property");

WHEREAS, City desires to use a mutually designated portion of the Days Property as a seasonal snow dump, and Days desires to use a mutually designated portion of the City Property as dry camping space associated with the Days of '76 Campground; and

WHEREAS, the Parties wish to establish the conditions of such reciprocal uses and allocate responsibility for damage, maintenance, and ordinary wear and tear.

NOW, THEREFORE, in consideration of the mutual covenants and benefits stated below, the sufficiency of which is acknowledged, the Parties agree as follows:

1. PROPERTY AND DESIGNATED USE AREAS

1.1 Days Property. The portion of the Days property authorized for City's snow-dump use ("Snow Dump Area") is depicted on Exhibit A, which is incorporated into this Agreement.

1.2 City Property. The portion of the City property authorized for Days' dry-camping use ("Dry Camp Area") is depicted on Exhibit B, which is incorporated into this Agreement.

2. RECIPROCAL LICENSES

2.1 License to City. Days grants City a nonexclusive, revocable license to enter and use the Snow Dump Area solely for placement, storage, management, and removal of snow and incidental materials ordinarily collected with snow from City streets and public areas. City shall not knowingly deposit refuse, hazardous substances, contaminated soil, sewage, or other material not incidental to ordinary snow-removal operations.

2.2 License to Days. City grants Days a nonexclusive, revocable license to use the Dry Camp Area solely for temporary dry camping associated with the Days of '76 Campground. "Dry camping" means camping without permanent water, sewer, or electrical utility connections. Days shall not install permanent improvements or utilities without City's prior written approval.

2.3 Nature of Rights. Each license is personal to the receiving Party and may be suspended or terminated only as provided in Section 6. Neither license creates a leasehold, easement, tenancy, ownership interest, or right of adverse possession, and neither license may be assigned or sublicensed without the property-owning Party's prior written consent. Authorized campers and contractors may enter only as necessary for the permitted use and remain under the receiving Party's control.

3. OPERATIONS AND COMPLIANCE

3.1 Coordination. At least thirty (30) days before each anticipated season of use, or as soon as reasonably practicable if thirty (30) days' notice is not possible, the Parties' designated representatives shall coordinate boundaries, access routes, dates, operational conditions, drainage protection, and any temporary fencing or signage. Neither Party shall unreasonably interfere with the other Party's ownership, operations, emergency access, or scheduled events.

3.2 Days' Campground Duties. Days shall administer the Dry Camp Area, control occupancy, provide rules to campers, collect and remove trash, provide lawful sanitation arrangements, prevent open discharge of wastewater, and restore the area after use. No open fire is permitted except as expressly authorized by City and applicable fire restrictions.

3.3 City's Snow-Dump Duties. City shall manage snow placement to avoid unreasonable obstruction, erosion, flooding, contamination, or damage to improvements. City shall use reasonable care during loading, hauling, placement, grading, and removal. After the snow has melted sufficiently to permit inspection and access, City shall promptly remove non-snow debris attributable to its operations.

3.4 Legal Compliance. Each Party shall obtain permits required for its own activities and comply with applicable federal, state, and local laws, ordinances, environmental requirements, campground rules, and safety standards.

4. DAMAGE, MAINTENANCE, AND COST ALLOCATION

4.1 City-Caused Snow-Dump Damage. City shall bear the reasonable cost of repairing physical damage to the Days Property, including improvements, to the extent caused by City's snow-dump operations or by City personnel, vehicles, or contractors. This responsibility does not include ordinary wear and tear governed by Section 4.2. After consulting Days, City may either perform the repair using qualified personnel or contractors or reimburse Days for reasonable, documented repair costs. Repairs shall restore the affected property substantially to its condition immediately before the damage, subject to ordinary wear and tear.

4.2 Regular Maintenance and Ordinary Wear and Tear. City shall pay seventy-five percent (75%) and Days shall pay twenty-five percent (25%) of reasonable, necessary costs for regular maintenance and repair of the Snow Dump Area and Dry Camp Area when those costs result from ordinary wear and tear caused by the uses authorized under this Agreement. The cost-sharing allocation does not apply to damage caused by negligence, willful misconduct, unauthorized use, failure to comply with this Agreement, or failure to timely perform an assigned operational duty. The Party responsible for that conduct shall bear the resulting costs.

4.3 Approval and Accounting. Except for emergency work reasonably necessary to protect persons or property, maintenance subject to the 75%/25% allocation must be approved in writing by both Parties before work begins. The Party arranging the work shall provide invoices or other reasonable documentation. The other Party shall pay its allocated share within thirty (30) days after receipt of a complete written request. No capital improvement is cost-shared unless separately approved in writing.

4.4 Inspection and Notice. The Parties should jointly inspect each licensed area before and after seasonal use and document observable conditions. A Party discovering damage or a maintenance need shall notify the other Party promptly. Failure to conduct an inspection does not waive responsibility otherwise established by this Agreement.

5. RISK, LIABILITY, AND INSURANCE

5.1 Responsibility for Own Acts. To the extent permitted by law, each Party is responsible for claims, losses, liabilities, and expenses arising from its own negligent or

wrongful acts or omissions and those of its officers, employees, agents, contractors, invitees, or authorized users in connection with this Agreement. Nothing in this Agreement requires either Party to indemnify the other for the other Party's negligence or wrongful conduct.

5.2 Governmental Protections. Nothing in this Agreement waives any governmental immunity, statutory limitation, defense, or protection available to City or its officials and employees under South Dakota law. No obligation of City shall extend beyond authority and funds lawfully available and appropriated.

5.3 Insurance. During its use of the Dry Camp Area, Days shall maintain commercial general liability insurance in limits satisfactory to City and, upon request, provide evidence of coverage naming City and its officers and employees as additional insureds to the extent available for Days' operations. Each Party shall maintain workers' compensation and vehicle coverage as required by law for its own personnel and vehicles. The Parties may satisfy appropriate coverage requirements through lawful self-insurance or risk-pool participation.

6. TERM, SUSPENSION, AND TERMINATION

6.1 Term. This Agreement begins on the Effective Date and continues for five (5) years unless earlier terminated. It may be renewed by a written instrument approved and signed by both Parties.

6.2 Suspension. Either Party may temporarily suspend the other Party's use when reasonably necessary for public safety, emergency response, environmental protection, construction, maintenance, legal compliance, or a scheduled event. The suspending Party shall provide as much advance notice as reasonably practicable.

6.3 Termination. Either Party may terminate this Agreement without cause upon ninety (90) days' written notice. A Party may terminate for material breach if the breach is not cured within thirty (30) days after written notice; if cure reasonably requires more time, the breaching Party shall begin cure within that period and diligently complete it. Immediate suspension or termination is permitted for an imminent threat to health, safety, property, or the environment.

6.4 Survival. Provisions concerning damage, liability, restoration, dispute resolution, and governmental protections survive termination. Upon termination, each Party shall cease the licensed use, remove its personal property and debris, and complete required restoration within a reasonable time.

7. NOTICES AND ADMINISTRATION

7.1 Representatives. City's designated representative is the _____ or designee. Days' designated representative is its President or designee. Operational approvals under this Agreement may be given by email or other written communication, but amendments must comply with Section 8.2.

7.2 Formal Notices. Formal notice shall be delivered personally, by nationally recognized overnight service, or by certified U.S. mail, return receipt requested, to the following addresses, or to an updated address supplied by written notice:

City	Days
City of Deadwood Attn: _____ 102 Sherman Street Deadwood, SD 57732	Deadwood Days of '76, Inc. Attn: President _____ Deadwood, SD 57732

8. GENERAL PROVISIONS

8.1 Authority and Approval. Each signatory represents that the signatory is authorized to execute this Agreement. City's obligations are subject to approval by its governing body and all procedures required by law. Each Party shall obtain any corporate or governmental approvals required for execution and performance.

8.2 Entire Agreement; Amendment. This Agreement and its exhibits constitute the entire agreement regarding the subject matter and supersede prior oral or written understandings. An amendment or waiver is effective only if in writing and signed by authorized representatives of both Parties following any required approvals.

8.3 No Partnership; No Third-Party Beneficiaries. The Parties are independent entities. This Agreement creates no partnership, joint venture, agency, employment relationship, or third-party beneficiary right.

8.4 Dispute Resolution. The designated representatives shall first meet in good faith to resolve a dispute. If unresolved, the matter shall be presented to the City Mayor and the Days President or their designees before either Party initiates litigation, except when temporary or emergency relief is reasonably necessary.

8.5 Governing Law and Venue. South Dakota law governs this Agreement. Venue for an action arising from this Agreement shall lie in the state circuit court serving Lawrence County, South Dakota, unless applicable law requires otherwise.

8.6 Severability; Waiver. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. A failure or delay in enforcing a provision is not a waiver of that provision or any later breach.

8.7 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts, each deemed an original. Electronic or reproduced signatures may be treated as originals to the extent permitted by law.

8.8 Recording. The Parties may record a memorandum of this Agreement, rather than the full Agreement, if mutually approved. Neither Party shall record this Agreement without the other Party's prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CITY OF DEADWOOD, SOUTH DAKOTA By: _____ Name: _____ Title: Mayor _____ Date: _____ ATTEST: _____ Finance Officer APPROVED AS TO FORM: _____ City Attorney	DEADWOOD DAYS OF '76, INC. By: _____ Name: _____ Title: _____ Date: _____ ATTEST: _____ Name/Title: _____
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EXHIBIT A

Snow Dump Area on Days Property

[Attach mutually approved map, aerial image, or survey depicting the authorized Snow Dump Area and access route.]

EXHIBIT B

Dry Camp Area on City Property

[Attach mutually approved map, aerial image, or survey depicting the authorized Dry Camp Area and access route.]



Mr. Lornie Stalder
City of Deadwood, Public Works
102 Sherman St.
Deadwood, SD 57732

RE: Public Works and Parks Department Exterior Remodel Design Proposal

August 18, 2026

Dear Mr. Stalder,

We are pleased to provide this proposal to provide design through construction phase services for the exterior remodels of the Public Works building and the Parks building.

PROJECT DESCRIPTION

- The Public Works Building is a pre-engineered metal building with new metal roofing and fascia, and original siding, doors and windows.
- The Parks Building is a wood framed building.
- Replace siding, windows and doors on the two buildings.
- Replace roofing and potentially install clerestory windows in the Parks Building.
- The roofing on the Public Works Building has already been replaced.
- Garage doors on the Public Works Building have already been replaced and will remain in place.
- The anticipated siding will be prefinished metal panels (possibly insulated) and faux stone wainscot.

Under this proposal, we propose a scope of work, which includes:

DESIGN

- Field measure both buildings and model in Revit software.
- Provide exterior elevations indicated demolition and new construction.
- Provide architectural details for siding, doors and windows.
- Provide Specifications on drawings.
- Field verifications of building construction and dimensions.

BIDDING AND CONSTRUCTION PHASE SERVICES

- Distribute bid documents to Contractors.
- Answer Contractors' questions during the bidding process.
- Issue Addenda as required during bidding.
- Assist with evaluation of bids.
- Prepare the AIA Agreement between Owner and Contractor.
- Facilitate pre-construction and attend regular construction meetings.
- Issue Proposal Requests and Change Orders as required during construction.
- Review and certify application for payment by the Contractor.
- Attend one Substantial Completion walkthrough and prepare a punch list.

SERVICES NOT INCLUDED

- Engineering of any kind.
- Interior work.
- Surveying.
- Environmental Study / Investigation.
- Multiple bid sets.
- Historic Preservation or Planning applications.
- Value Engineering.
- Cost Estimating.

COMPENSATION

For the work indicated above, we propose a fixed fee of \$22,000.00 as broken down below, plus reimbursable expenses.

Design Phase:	\$14,000.00
Bidding and Construction Phase Services	\$ 8,000.00

We understand that this project is tax exempt.

SCHEDULE

Design completion: Fall 2026

Attached Terms and Conditions are part of this proposal.

Thank you for allowing us to present this proposal. If you find it acceptable, please sign the attached agreement. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Bradley P. Burns". The signature is fluid and cursive, with the first name "Bradley" being more prominent.

Bradley P. Burns, AIA
Vice President
Chamberlin Architects, PC

Terms and Conditions

Chamberlin Architects, P.C. (Architect) shall perform the Services outlined in this Agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, Client shall provide Architect with access to the site for activities necessary for the performance of the Services. Architect will take reasonable precautions to minimize damage due to these activities.

Standard of Care:

Architect shall perform its Services for the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time. Architect provides no guarantees or warranties in connection with its Services.

Dispute Resolution:

Any claims or disputes arising out of Architect's Services shall be submitted to non-binding mediation. Client and Architect agree to include a similar mediation Agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. In the event that mediation does not resolve the dispute, for claims less than \$50,000, the parties agree to submit their dispute to binding arbitration before a licensed and practicing professional architect. For claims in excess of \$50,000, the parties agree to submit their dispute to binding arbitration before a three-person panel of licensed and practicing professional architects.

Billings/Payments:

Architect shall submit invoices for its Services either upon completion of such Services or on a monthly basis at Architect's option. Payment on all invoices is due within 45 days after the invoice date. If the invoice is not paid within 45 days, Architect may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate the performance of its Service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts that remain unpaid 60 days after the invoice date shall be subject to a monthly service charge of 1.0% on the then unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

Certifications:

Guarantees and Warranties: Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Architect cannot ascertain.

Fiduciary Responsibility:

Client agrees that neither Architect nor any of its sub-consultants or subcontractors will offer any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by Architect or any of its sub-consultants or subcontractors, as a consequence of the parties entering into this Agreement.

Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both Client and Architect, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Architect, nor their respective officers, directors, partners, employees, contractors or sub-consultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased financing costs and

any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Corporate Protection:

Architect's services for the Project shall not subject Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Third-Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Architect. Architect's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Architect because of this Agreement or the performance or nonperformance of services hereunder. Client and Architect agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Termination of Services:

This Agreement may be terminated by Client or Architect should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Architect for all Services rendered to the date of termination and all reimbursable expenses. Architect shall have the absolute right to terminate this Agreement for nonpayment. If the Client pays for Services rendered to the date of termination and all reimbursable expenses, then the Client will be given whatever work is done by Chamberlin in PDF form up to that point in time.

Ownership of Documents:

All documents, whether printed or electronic, produced by Architect under this Agreement shall remain the property of Architect and may not be used by Client for any endeavor other than the Project without the written consent of Architect. Client may retain copies, including reproducible copies, for information and reference in connection with Client's use and occupancy of the Project.

Additional Services

Additional Services are defined as those not included within the Scope of Services, or not included in the Project description. Additional Services include design, drafting, coordination, meetings or other time and expense due to a material change in the project including, but not limited to, size, quality, complexity, Client's schedule or budget for the Cost of the Work, or procurement or delivery method; delays in the schedule caused by Client or Client's consultants and/or contractors; or by other circumstances beyond Architect's control. Upon recognizing the need to perform the Additional Services, Architect shall notify Client with reasonable promptness and explain the facts and circumstances giving rise to the need. If Architect is authorized to provide Additional Services, Architect shall be appropriately compensated for such Additional Services and given additional time to provide those Services. For Additional Services provided by Architect's consultants, compensation shall be at the multiple 1.10 times the amounts billed to Architect for such Additional Services.

Unauthorized Changes:

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Architect and its sub-consultants without obtaining Architect's prior written consent, Client shall assume full responsibility for the results of such changes. Client waives any claim against Architect and releases Architect from any liability arising directly or indirectly from such changes.

In addition, Client agrees to include in any contracts for construction appropriate language that prohibits Contractor or any subcontractors of any tier from making any changes or modifications to Architect's construction documents without the prior written approval of Architect and that further requires Contractor to indemnify both Architect and Client from any liability or cost arising from such changes made without such proper authorization.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Architect, its officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense costs, arising from such changes.

Jobsite Conditions

Neither the professional activities of Architect, nor the presence of Architect nor its employees and subconsultants at a construction site, shall relieve General Contractor, Client or any other entity of their obligations, duties and responsibilities. These include, but are not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither Architect nor its personnel shall have any authority to exercise any control over any construction contractor or other entity nor their employees in connection with their work or any health or safety precautions. Client agrees that General Contractor is solely responsible for jobsite safety and jobsite conditions. Architect's provision of services shall not relieve others of any responsibility to perform according to their contract or applicable standards or specifications. Architect is not acting as Owner's Representative unless such a service is specifically contracted and paid for separately and apart from the Services contracted herein.

Design Without Full Construction Phase Services:

If Architect's Services under this Agreement do not include project observation or review of contractor's performance or other construction phase services, Client shall arrange to provide at its own risk and expense such services. In such event, Client also assumes sole responsibility for interpretation of the construction documents and for construction observation. Client waives all claims against Architect and releases Architect of all liability related to construction phase activities that may be in any way connected thereto.

If Client requests in writing that Architect provide any specific construction phase services and if Architect agrees in writing to provide such Services, then Architect shall be compensated as an Additional Service.

Offered By:

 08/18/2026

Signature

Date

Signature

Date

Bradley P. Burns

Printed Name/Title

Printed Name/Title

Chamberlin Architects, P.C.

Firm Name

Name of Client