Commission Meeting
Brookings City & County Government Center
520 3rd Street
Chambers, Suite 310 (3rd floor)

1. **8:00 AM Call to Order on Tuesday, March 10, 2020**

2. **Executive Session - in accordance with SDCL §1-25-2(1): Personnel**

   Action: Motion to Enter Into Executive Session, Voice Vote
   Action: Motion to Come Out of Executive Session, Voice Vote

3. **Pledge of Allegiance**

4. **Invitation for a Citizen to schedule time on the Commission Agenda for an item not listed.**

   Anyone wanting to speak during this agenda item must sign in prior to the start of the meeting. Any requested action items must be scheduled for a future meeting date.

5. **Approval of Agenda**

   Action: Motion to Approve, Request Comments, Voice Vote

6. **Consent Agenda Items**

   Action: Motion to Approve, Note Consent Agenda Items, Request Comments, Roll Call

   A. Approval of minutes

      Documents:

      02-18-2020 Minutes.pdf
      02-21-2020 Minutes.pdf
      03-06-2020 Minutes.pdf

   B. Approval of travel requests

      Documents:

      Travel Requests.pdf

   C. Approval of personnel action notices

      Documents:

      Personnel Action Notice Report 03102020.pdf

   D. Cellular authorizations

      Documents:

Cellular Auth - Rodrigues.pdf

E. Approval of the Human Services report

Documents:

Human Services Report.pdf

7. Special Recognition

A. Robert McGrath - retirement from the Local Emergency Planning Committee

8. Routine Business

A. Approval of claims

Action: Motion to Approve, Comments, Roll Call

Documents:

Claims Payable 3.10.20.pdf
March Cell Phones 3.10.20.pdf

B. Department Head reports

i. Finance Office

Be it Noted: Auditor's Account with the Treasurer - January 2020

Documents:

Auditor Account with the Treasurer.pdf

ii. Highway Department

Documents:

Highway Report.pdf
2500 Silverado Information.pdf

iii. Be it Noted Items:

a. Volunteers with the Brookings County Outdoor Adventure Center are to be listed in the minutes for work comp purposes.

Documents:

BCOAC Volunteers.pdf

9. Scheduled Agenda Items

A. 9:00 AM - Supplemental Budget Public Hearing

i. Action to approve Resolution #20-07: a supplemental budget resolution.

Action: Motion to Approve, Open/Close Public Hearing, Comments, Roll Call

Documents:

Res 20-07 Supplemental Budget.pdf

B. 9:05 AM - Discussion and possible action to approve a request from Isaac Wilde, Wilde Air Service, LLC to land an airplane on county roads.

Action: Motion to Approve, Comments, Roll Call

Documents:

Wilde Air Service.pdf

C. 10:00 AM - Executive Session - in accordance with SDCL §1-25-2(1): Personnel

Action: Motion to Enter Into Executive Session, Voice Vote
Action: Motion to Come Out of Executive Session, Voice Vote

10. Regular Business

A. Action to approve Resolution #20-08: a plat of Lot 11A in Cedar Pointe Addition in Government Lot 3 of the NW ¼ of Section 28-T109N-R50W of the 5th P.M., Brookings County, South Dakota.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-08 2020plat01.pdf

B. Action to approve Resolution #20-09: a plat of Lots 1A and 2A of Goodfellow Addition in the N ½ of the NE ¼ of Section 18, T111N R51W of the 5th P.M., Brookings County, South Dakota.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-09 2020plat03.pdf

C. Action to approve Resolution #20-10: a resolution authorizing the purchase of concrete pipe based upon the price established through the Codington County, South Dakota bid process.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-10 Concrete Pipe.pdf

D. Action to approve Agreement #20-14: an American Institute of Architects agreement between Brookings County and Henry Carlson Construction, LLC for the Brookings County Detention Center Expansion and Remodel Project.

Action: Motion to Approve, Comments, Voice Vote

Documents:

A133-2009 - Final Brookings County 2020(2)(1).pdf
A133ExhibitA-2009 - Final - Brookings County 2020(2)(1).pdf
A133ExhibitB_Brookings County 2020.pdf
A201-2007 - Final - 2-19-20(1).pdf

E. Action to approve Agreement #20-04: a Memorandum of Understanding between the City of Brookings and Brookings County regarding the participation in the cost and authorization of construction of an interstate interchange at 20th Street South on Interstate 29.

Action: Motion to Approve, Comments, Voice Vote

Documents:

Agr 20-04 MOU 20th St Interchange.pdf

F. Action to approve Agreement #20-05: an agreement between Brookings County and Bowes Construction for the 2020 Brookings County Surfacing Project.

Action: Motion to Approve, Comments, Voice Vote

Documents:

Agr 20-05 Surfacing Project.pdf

G. Approval of highway bids:

Action: Motion to Approve each bid, Comments, Voice Vote

i. Action to award the bid for 3/4 crushed gravel to low bid on all items listed from Sterzinger Construction, Elkton, SD and Nitteberg Construction, Estelline, SD.

Documents:

Crushed Gravel.pdf

ii. Action to award the bid for HR class asphalt to low bid on all items listed from Bowes Construction, Brookings, SD

Documents:

HR Class Asphalt.pdf

iii. Action to award the bid for natural cover aggregate to low bid on all items listed from Johnson Brothers, Madison, SD and Concrete Materials, Corson, SD.

Documents:

cover aggregate.pdf

iv. Action to award the bid for road oil to low bid on all items listed from Flint Hills Resources, LP, Marshall, MN and Jebro, Inc., Sioux City, IA.

Documents:

Road Oil.pdf

v. Action to award the bid for asphalt patching to low bid on all items listed from Bowes Construction, Brookings, SD.

Documents:

Asphalt patching.pdf

vi. Action to award the bid for equipment rentals to low bid on all items listed from Prussman Contracting, Brookings, SD, Titan Rentals, Sioux Falls, SD, Bowes Construction, Brookings, SD, and Rounds Construction, Inc.,

Brookings, SD.

Documents:

Equipment.pdf

vii. Action to award the bid for the 2020 chip sealing miles of Brookings County roads to TopKote, Inc., Yankton, SD.

Documents:

Seal Coat 2020.pdf

H. Approval of bid agreements:

Action: Motion to Approve each bid, Comments, Voice Vote

i. Action to approve Agreement #20-06: a purchase agreement between Brookings County and Sterzinger Construction of Elkton, SD for ¾ crushed gravel.

Documents:

Agr 20-06 Sterzinger Const Crushed Gravel.pdf

ii. Action to approve Agreement #20-07: a purchase agreement between Brookings County and Nitteberg Construction of Estelline, SD for ¾ crushed gravel.

Documents:

Agr 20-07 Nitteberg Const. crushed gravel.pdf

iii. Action to approve Agreement #20-08: a purchase agreement between Brookings County and Bowes Construction of Brookings, SD for HR class asphalt.

Documents:

Agr 20-08 asphalt picked up.pdf

iv. Action to approve Agreement #20-09: a purchase agreement between Brookings County and Johnson Brothers, Rutland, SD for natural cover aggregate.

Documents:

Agr 20-09 Johnson Brothers Natural Cover Aggregate.pdf

v. Action to approve Agreement #20-10: a purchase agreement between Brookings County and Concrete Materials, Corson, SD for natural cover aggregate.

Documents:

Agr 20-10 Concrete Materials Natural Cover Aggregate.pdf

vi. Action to approve Agreement #20-11: a purchase agreement between

Brookings County and Flint Hills, Marshall, MN for road oil.

Documents:

Agr 20-11 Flint Hills Road Oil.pdf

vii. Action to approve Agreement #20-12: a purchase agreement between Brookings County and Jebro, Inc., Sioux City, IA for road oil.

Documents:

Agr 20-12 Jebro all road oil.pdf

viii. Action to approve Agreement #20-13: a purchase agreement between Brookings County and Bowes Construction, Inc. of Brookings, SD for asphalt patching.

Documents:

Agr 20-13 Asphalt Patching.pdf

I. Action to approve Abatement #20-01: an abatement request made by Ricky and Andrea Lemke for parcel #31275-00300-003-00 in the amount of $52.37.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatements Information.pdf
Abatement 20-01.pdf

J. Action to approve Abatement #20-02: an abatement made by Blake A. Larson for parcel #31225-00000-018-00 in the amount of $69.66.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-02.pdf

K. Action to approve Abatement #20-03: an abatement request made by Jon R. Pike for parcel #31226-00000-021-00 in the amount of $61.26.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-03.pdf

L. Action to approve Abatement #20-04: an abatement request made by Brookings Municipal Utilities/City of Brookings for parcel #40245-00100-004-00 in the amount of $1,413.17.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-04.pdf

M. Action to approve Abatement #20-06: an abatement request made by Valley Communications, Inc. for parcel #36525-00300-005-00 in the amount of $1,107.82.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-06.pdf

N. Action to approve Abatement #20-07: an abatement request made by Adam H. and Stephani M. Buchholtz for parcel #31050-01400-001-00 in the amount of $66.20.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-07.pdf

O. Action to approve Abatement #20-08: an abatement request made by Kari R. Stevens for parcel #31226-00000-010-00 in the amount of $53.85.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-08.pdf

P. Action to approve Abatement #20-12: an abatement request made by S.H. Investments, LLC for parcel #36550-00100-004-00 in the amount of $459.93.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-12.pdf

Q. Action to approve Abatement #20-24: an abatement request made by Danny L. Skordahl for parcel #12140-10950-333-10 in the amount of $255.61.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-24.pdf

R. Action to approve Abatement #20-25: an abatement request for a property tax exemption for parcel #32150-02800-004-00 in the amount of $1,254.62.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-25.pdf

S. Action to approve Abatement #20-26: an abatement request for a property tax exemption for parcel #19980-11148-202-00 in the amount of $517.56.

Action: Motion to Approve, Comments, Roll Call

Documents:

Abatement 20-26.pdf

T. Action to approve an Automatic Supplement in the Sheriff's Office for reimbursement from the Courthouse Security Grant to GL 101-4-212-4268, receipt #00496344, in the amount of $2,960.93.

Action: Motion to Approve, Comments, Roll Call

Documents:

Automatic Supplement - Sheriff.pdf

U. Action to approve a Request to Fill Vacancy for temporary election workers in the Finance Office.

Action: Motion to Approve, Comments, Voice Vote

Documents:

RFV - Election Workers.pdf

V. Action to approve a Request to Fill Vacancy for an HR Specialist in the Commission Department.

Action: Motion to Approve, Comments, Voice Vote

Documents:

RFV - HR Specialist.pdf

11. Commission Department Director's Report

Documents:

Commission Dept Report.pdf

12. States Attorney's Office Report

13. Commissioner Reports and Discussion Items

A. Correspondence received

Documents:

Chamber Annual Celebration.pdf
DENR Tank Removal Program.pdf
DENR to Crosswind.pdf
BEDC Annual Report.pdf
Skychaser Newsletter.pdf
Historical Society Thank You.pdf

14. Executive Session

Action: Motion to Enter Into Executive Session, Voice Vote
Action: Motion to Come Out of Executive Session, Voice Vote

15. Adjournment

Action: Motion to Approve, Voice Vote

16. Public Notices

- *March 18, Wednesday: Sioux Valley Commissioners Association meeting, 12:00 PM, Codington County Extension Center, Watertown*
- *March 19, Thursday: Brookings Area Chamber of Commerce Annual Meeting, 5:00 PM, SDSU Club 71*
- *March 20, Friday: Commissioners to tour Minnehaha County Jail, leave Brookings at 8:00 AM*

- *March 24, Tuesday: Storm Spotter Training, 7:00 PM, East Fire Station, 607 20th Ave, Brookings*

NOTE: Individuals needing assistance, pursuant to the Americans with Disabilities Act, should contact Brookings County (605-696-8205) 48 hours in advance of the meeting to make necessary arrangements. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

BROOKINGS COUNTY COMMISSION MEETING
TUESDAY, FEBRUARY 18, 2020

The Brookings County Board of County Commissioners met in regular session on Tuesday, February 18, 2020 with the following members present: Michael Bartley, Larry Jensen, Lee Ann Pierce, Angela Boersma and Ryan Krogman.

CALL TO ORDER

Chairperson Bartley called the meeting to order at 8:30 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Krogman, seconded by Boersma to approve the agenda for the February 18, 2020 Commission Meeting. All members voted "aye." Motion carried.

CONSENT AGENDA

Motion by Boersma, seconded by Jensen to approve the consent agenda. Roll call vote: Pierce "aye," Boersma "aye," Krogman "aye," Jensen "aye," Bartley "aye." Motion carried. The consent agenda consisted of the minutes from the February 4, 2020 Commission Meeting.

Travel Requests: Richard Haugen & Rae Lynn Maher to attend the South Dakota Office of Emergency Management Individual Assistance/Preliminary Damage Assessments 101 Meeting on February 20th in Sioux Falls; Dane Larsen to attend SD DARE Officer Training on June 8th-19th in Pierre; Jeremy Kriese to attend an Interview & Interrogation Training on May 5th-18th in Sioux Falls; Jon Pike & Manny Langstraat to attend a Highway Safety Grant Training Workshop on March 18th in Sioux Falls; Jacob Brehmer, Reid Squires, Larry Klingbile, Jere Hieb and Rusty Brandsrud to attend the 2020 SDAAO/NCRAAO Conference on June 23rd-26th in Sioux Falls; Brian Gustad to attend the NACE Conference on April 17th-24th in Orange Beach, Atlanta; Brian Gustad to attend a 2020 Short Course on March 24th-26th in Deadwood; All Commissioners, Department Heads and/or their designees to travel during the 2020 legislative session in Pierre; Mike Bartley, Larry Jensen, Lee Ann Pierce, Stacy Steffensen and Mike Holzhauser to attend the SDACC Spring Workshop and SDACWO Spring Workshop on March 10th-12th in Pierre; Misty Moser to attend the Annual Weed & Pest Conference on February 18th-21st in Aberdeen.

Personnel Action Notices: temporary employment ended- Colin Walth, effective December 31, 2019; new hire- Part-time Correctional Officer Megan Guss at $18.34, effective January 16, 2020; promotion- Full-time Equipment Operator Cameron Smith at $18.34, effective February 3, 2020; new hire- Part-time BCOAC Membership Assistant Maggie Stanwick at $15.87, effective February 6, 2020.

Human Services Report: case #20-007 for rent was approved; case #20-008 for utilities was approved; case #20-009 for rent was approved; case #20-010 for utilities was approved; case #20-011 for rent was approved.

ROUTINE BUSINESS

Approval of Claims

Motion by Krogman, seconded by Boersma to approve the following claims:

Pierce asked about the pay loader claim for $237,877.64. Highway Superintendent Brian Gustad said the board approved the purchase for a new pay loader back in late September 2019, and for the expenditure to come out of the 2020 budget. Pierce also asked Gustad about the $18,246.00 claim to Winter Equipment Company. Gustad said that's a one-time purchase of snow plow cutting edges for their trucks.

Roll call vote: Boersma "aye," Krogman "aye," Jensen "aye," Pierce "aye," Bartley "aye." Motion carried.

A&B Business Inc, Copier Contract, $358.71; AAA Collection, Collection, $9,102.96; Action Target, Targets, Lead Wipes, $748.48; Advance, 2020 Budget Allocation, $35,000.00; Advance Auto Parts, Rubber Floor Mats, $28.51; AgFirst Farmers Coop, Patrol Car Maintenance, $58.95; Alphamedia USA Llc, Sales Blitz Package BCOAC, $420.00; American Stamp & Marking, Self Inking Stamp, $158.67; Anderson Oil, Diesel, $805.65; Aragon, Antonio, Translation Services, $50.00; AT&T, Wireless Services, $625.08; Aurora Auto Body & Glass, Patrol Vehicle Fuel, Repair, $913.11; Auto Body Specialists, Degreaser-Shop, $41.77; Avera McKennan Hospital, Mental Health Hold, $714.00; Avera Medical Group, Inmate Medical, $41.15; Avera Occupational Medicine, TPA Services - December, $40.00; Jordyn Bangasser, Crt Appt Attorney, $1,358.50; Jennifer Beller, Mileage - Annual Rpt Workshop, $89.04; Blackstrap Inc, Road Salt, $7,113.68; Misty Bothe, COP Rent, $650.00; Box Inc, Box Business Plus Acct License, $5,040.00; Boyer Trucks, Panel & Switch Assy, $164.95; Brookings Auto Mall Inc, Vehicle Service, $648.71; Brookings City Utilities, Utilities, $9,418.66; Brookings County Finance, Delinquent Taxes, $302.11; Brookings County Finance, Duplicate Title - Sheriff, $10.00; Brookings County Finance, Delinquent Taxes, $1,706.76; Brookings County Finance, Tax Entered as Cert in Error, $769.18; Brookings Credit Bureau, Execution, $804.95; Brookings Register, Publishing, $2,016.87; Brookings-Deuel RWS, Bruce Shop Water Utilities, $23.40; Brothers Pharmacy, Inmate Medical, $3,035.20; Buffalo Ridge Newspapers, Public Notices, $86.00; Butler Machinery Co, Cutting Edge, $1,992.90; Carquest Auto, Parts, Supplies, $1,572.21; Century Business Products, Copier Contract, $1,006.67; Cintas Corporation, Laundry Services, $228.38; City of Brookings, Joint Building Costs, $11,112.01; Clean Slate, Envelopes, $456.00; Colonial Research, Citra Burst, $420.18; Cook's Wastepaper & Recycling, Commercial Service, $869.80; Dakota Data Shred, Rental, $16.00; Den-Wil Inc, Community Health Rent, $1,090.00; Division of Motor Vehicle, 2012 Ford Plates, Title, $21.20; DVL Fire and Safety, Fire Extinquisher Cabinet, $164.95; Empire Investments 5 Llc, Tax Certificate, $5,951.61; Empire Investments Llc, Tax Certificate, $1,548.79; Empire Investments Llc, Tax Certificate, $7,374.96; Empire Investments Llc, Tax Certificate, $53,122.83; Empire Investments Llc, Tax Certificate, $58,384.92; ESRI, Ent Agreement Fee Software/Maintenance, $32,370.41; First Bank & Trust, Credit Card Charges, $574.38; Fite, Pierce & Ronning Law, Crt Appt Attorney, $2,128.00; Fix It Shop Locksmith, BCOAC Locks, $211.00; Foerster Distributing, Supplies, $534.35; Footprints Media, 1/2 Page Full Color Ad, $575.00; Gass Law, Pc, Crt Appt Attorney, $1,531.00; Jennifer Goldammer, Crt Appt Attorney, $8,293.40; Graham Tire North, Tires, $11,331.30; Nathaniel Guthmiller,

Reimbursement-Overpayment, $86.00; Maggie Harkness, Mileage Reimbursement, $146.16; Patricia J Hartsel, Transcripts, $34.00; Tim Hogan, Crt Appt Attorney, $4,276.51; Hometown Service & Tire, Vehicle Service, $670.68; Hungerford Chiropractic PC, Instant Drug Testing, $60.00; INA Group Llc, Tax Certificate, $6,826.93; Info Cubic Llc, Background Checks, $870.00; Interstate Battery System, Batteries for Baricades, $137.94; Interstate Telecom. Coop, BCOAC, Extension Phone Service, $366.23; Jackrabbit Sports Property, 2019-2020 Advertising, $1,000.00; JCL Solutions, Orange Tough, $644.60; Kennedy Pier Knoff Loftus, CAA Inv Mental Illness Hearing, $118.00; Kenner Plumbing Company, Shop Supplies, $123.70; Kimball Midwest, Shop Parts, Supplies, $2,178.48; Kingbrook Rural Water, Sinai Shop Water Utilities, $33.00; L&L Auto & Truck Parts, Parts, Supplies, $547.36; Lewis Drug Inc, Inmate Commisary, $31.08; L. G. Everist, Inc, Icing Sand, $363.00; Light & Siren, Patrol Car Equipment, $1,119.86; Lincoln County Auditor, Mental Illness Charges, $549.00; Locators & Supplies, Gloves, $285.28; Lowe's, Supplies, $253.71; Mack, Sonia, January Travel, $84.42; Mailfinance, Postage Machine Lease, $1,632.12; Matheson Tri-Gas Inc, Supplies, $207.45; McClure & Hardy, Prof Llc, CAA Inv Mental Illness Hearing, $366.70; McKeever's Vending, Inmate Commisary, $1,184.60; McLeod's Printing & Office, Provisional Ballot Envelopes, $108.42; Mediacom Llc, Law Library Internet-Feb, $136.90; Midco Business, BCOAC Advertising, $363.40; NACO, 2020 Conference Registration, $515.00; National 4-H Council - Supply, Recognition Event Supplies, $133.02; Nancy J Nelson, Crt Appt Attorney, $1,151.35; Neopost USA Inc, Postage Meter Ink, $175.00; Northwestern Energy, Natural Gas Utilities, $948.97; Office Peeps Inc, Office Supplies, $1,911.23; Prairie Graphics, Animal Control Jacket, $73.00; Prochem Dynamics Llc, Supplies, $1,194.79; Prussman Contracting Co, Transport to Sioux Falls, $612.00; Qualified Presort Service, Mail Service, $46.48; Razors Edge Grounds Keeping, Snow Removal, Ice Melt, Sand, $7,840.00; RDO Equipment Co, Vehicle Supplies, Payloader, $237,877.64; Reliance Telephone, Phone Card Transactions, $2,000.00; RFD Newspapers Inc, Publishing, $3,957.40; Rick Ribstein, Crt Appt Attorney, $36,830.79; Running's Supply Inc, Housewares, Ice Melt, Supplies, $543.97; Sanford Health, Inmate Medical, $69.75; Sanford Health, Autopsy, $2,325.00; Satellite Tracking of People, GPS Tracking Services, $975.00; SD Attorney General's Office, 24/7 Fees, $7,672.00; SD Dept of Transportation, Engineering Services, $89,890.86; SD Federal Prop. Agency, Sand Bags, Shovels, Blankets, $1,280.00; SD Sheriff's Association, SD Sheriff's Association Dues, $1,458.95; SDACHS, Short Course, NACE Dues, $375.00; SDACO, ROD Relief Fund, $680.00; SDSU Extension Service, 4H Advisor Salary, $20,621.00; SDSU Extension Service, Green Tags, Poultry Bands, $168.50; Sinai Coop Elevator, Fuel, $2,173.60; Sioux Valley Energy, Electric Utilities, $308.00; Emily Struck, Overpayment - Escrowed, $275.75; Sturdevant's Auto Parts, Shop Supplies, $117.95; Anthony Teesdale, Crt Appt Attorney, $2,016.42; Sarantis Theodousoupolos, Overpayment Tax Cert & Taxes, $5,538.28; Town of Sinai, Sewer & Garbage Service, $64.00; Trane US Inc, HVAC Service, $580.32; Two Way Solutions Inc, Quarterly Maint Contract, $595.00; Two Way Solutions Inc, Programmed/Install Radio, $432.98; UPS Store, Color Copies, Copies, $54.00; Valley Motorsports, Battery Tender, $39.95; Vandenberg Law, Crt Appt Attorney, $2,811.75; VAR Technology Finance, Backup System, $2,597.09; Walburg, Duane, Animal Control Mileage, $30.24; Walmart Community, Clocks, Batteries, Supplies, $229.49; Wellmark Blue Cross Blue, Claims Processing Fees, $5,227.20; Western Estates MHP Llc, COP Rent, $327.00; Wheelco Truck & Trailer, Inventory Filters, $73.88; Terry D Wieczorek PC, Crt Appt Attorney, $261.55; Winter Equipment Company, Cutting Edge, $18,246.00; Yankton County Treasurer, Mental Illness Charges, $499.70; Health Reimbursement Account, Setup, $86,100.00; SD Dept of Revenue, Feb Remittance, $487,667.50; Office of Child & Family Services, Community Health Nurse Qtr Pmt, $2,671.05.

Department Head Reports

Highway Superintendent Brian Gustad said he met with Department of Transportation officials and City of Brookings officials to look at proposals received for the 20th Street Overpass project.

Gustad said the bid opening for the annual highway supplies will be February 25th at 11:00 a.m.

Sheriff Marty Stanwick said there are 36 inmates in jail and 133 individuals participating on the 24/7 program. Stanwick said there was a grain bin fatality in rural Elkton and a death in the City of Volga. He said those two deaths were tough on his deputies.

Stanwick said a courthouse meeting was held and they want to begin scanning citizens entering the building Monday through Friday 8:00 a.m. to 5:00 p.m. He said the added cost for this will be $35,000-$40,000. Because its security related, Bartley suggested they talk more about the matter in a scheduled Executive Session.

County Development Director Robert Hill gave the 2020 Emergency Management Briefing to the board. Hill said long time LEPC member Robert McGrath has resigned from the committee. Pierce asked the board if they'd be willing to recognize longtime volunteer members with a certificate, similar to employee recognitions. By consensus, the board approved.

Hill said he attended the County Planning & Zoning meeting. Hill said Planning & Zoning Commission member Kimberly Elenkiwich resigned. Because she was the chairperson, Hill said an election will be held at the March meeting to fill that position.

Hill said he attended the Pipeline Safety Program; attended a Census Subcommittee Meeting; manned the Brookings County booth at the Home Show; attended the Aurora City Council Meeting for an Emergency Management briefing; attended Bruce City Council Meeting for an Emergency Management briefing; and attended the Optimist Club Breakfast for Youth in Government Day.

Hill said a blizzard warning was sent out via IPAWS. He said they've used IPAWS twice this year.

SCHEDULED AGENDA ITEM

As scheduled at 9:00 a.m., the board held a public hearing on Ordinance #2020-01: an ordinance authorizing rezoning of "S150' of E165' of Lot 1 Krogman 1st Addition in the SE ¼ SE ¼ of Section 16, T110N, R50W (Brookings Township)" from a Joint Jurisdiction R-1B to Joint Jurisdiction B-3.

Motion by Boersma, seconded by Jensen to approve and authorize Chairperson Bartley to sign Ordinance #2020-01: an ordinance authorizing rezoning of "S150' of E165' of Lot 1 Krogman 1st Addition in the SE ¼ SE ¼ of Section 16, T110N, R50W (Brookings Township)" from a Joint Jurisdiction R-1B to Joint Jurisdiction B-3.

Chairperson Bartley opened the public hearing and called for proponents and opponents. Hearing none, Chairperson Bartley closed the public hearing.

Roll call vote: Krogman "aye," Jensen "aye," Pierce "aye," Boersma "aye," Bartley "aye." Motion carried.

ORDINANCE #2020-01

AN ORDINANCE AUTHORIZING REZONING OF "S150' OF THE E165' OF LOT 1 KROGMAN 1ST ADDITION IN THE SE ¼ SE ¼ OF SECTION 16, T110N, R50W (BROOKINGS TOWNSHIP)" FROM A JOINT JURISDICTION R-1B TO JOINT JURISDICTION B-3

WHEREAS, Caleb Svartoien made an application to the Brookings County Zoning Board to rezone property from Joint Jurisdiction R-1B to Joint Jurisdiction B-3.

WHEREAS, the Brookings County Planning Commission recommended approval to rezone the property on December 2, 2019;

WHEREAS SDCL 11-2-30 requires the Brookings County Commission to adopt or reject the change;

THEREFORE BE IT ORDAINED, BY BROOKINGS COUNTY, SOUTH DAKOTA, in accordance with Section 800 of Article VIII of Appendix C-Joint Jurisdiction Area Zoning Ordinance, of the City of Brookings and County of Brookings, South Dakota, that the following property be rezoned from Joint Jurisdiction R-1B to Joint Jurisdiction B-3,

"S150' of the E165' of Lot 1 Krogman 1st Addition in the SE1/4 SE1/4 of Section 16, T110N, R50W (Brookings Township)"

Dated this 18th day of February, 2020.

Michael Bartley
Chairman
Brookings County Commission

ATTEST:

Vicki Buseth
Finance Officer
Brookings County

First Reading: January 21, 2020

Second Reading: February 18, 2020

Adopted: February 18, 2020

Publication Date: February 27, 2020

Effective Date: March 19, 2020

Department Head Reports Continued

County Development Director Robert Hill continued with his report. Hill said he attended the PPCC/POD Meeting. Hill discussed upcoming dates with the board.

Finance Officer Vicki Buseth said the auditors finished the 2018 audit. She said they will present their report when it has been approved by legislative audit.

Buseth said she is starting the proceedings to take tax deed to four different properties.

Buseth said they continue to work on the 2019 Annual Report.

Finance Officer's Report

Finance Officer Vicki Buseth presented the Finance Officer's report for January 2020. The Account with the Treasurer will be presented at the March 10th Commission Meeting.

Commission/HR: $19,532.47; Finance Office: $22,240.53; States Attorney: $28,780.10; Equalization: $19,055.85; Register of Deeds: $8,848.38; Veterans/Welfare: $6,422.94; Sheriff's Office: $104,546.18; Coroner: $426.22; Community Health: $3,570.28; Extension: $2,437.79; Weed: $2,412.69; Planning/Zoning: $6,011.72; Highway: $55,319.53; Emergency Management: $4,051.65; BCOAC: $6,287.74; Technology: $7,133.81.

AFLAC: $3,982.76; Avesis: $1,329.43; Office of Child Support: $1,529.50; Delta Dental: $5,978.60; Flex One: $1,983.44; Principal Life Insurance: $1,948.88; Garnishments: $296.34; Local Teamsters: $1,173.00; SDRS: $48,692.48; SDRS Supplemental: $2,215.00; EFTPS: $94,269.85; Wellmark: $99,528.51; SDRS Special Pay Plan Fee: $45.00; SDRS Special Pay Plan: $19,864.06; AFLAC Group/CAIC Primary: $205.74.

Be it noted, the expenditure adjustments for the month of January 2020 were presented to the board. $3,219.66 was transferred to allocate highway department expenditures to other county departments for work performed and supplies furnished by the highway department.

Be it noted, the Register of Deeds Statement of Fees collected for the month of January 2020 in the amount of $23,913.50 was presented to the board.

Veterans & Human Services Director Michael Holzhauser said an Emergency Housing Meeting is scheduled for March 9th. Holzhauser said he is attending a Salvation Army Meeting today.

Director of Equalization Jacob Brehmer said residents should have received their assessment notices.

Quarterly Transfers

Motion by Krogman, seconded by Boersma to approve the following transfers as per budget appropriations for the first quarter of 2020:

From General Fund 101-4-911-4294 to Highway Road & Bridge Fund 201-3-371-0000 in the amount of $750,000;

From General Fund 101-4-911-4290 to Emergency Management Fund 226-3-371-0000 in the amount of $21,250.

Roll call vote: Jensen "aye," Pierce "aye," Boersma "aye," Krogman "aye," Bartley "aye." Motion carried.

SCHEDULED AGENDA ITEM

Motion by Jensen, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-02: an application for occupancy of right-of-way of county highways made by the City of Elkton in Elkton Township.

SPN Engineer Jeff McCormick said they are working with the City of Elkton to replace their sanitary sewer system and outdated water lines, which includes 486th Avenue. Bartley asked about the timeline. McCormick said it's a two year project.

All members voted "aye." Motion carried.

REGULAR BUSINESS

Motion by Boersma, seconded by Krogman to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-04: a plat of Lot 10 in Block 1 in Paradise Point Addition in Government Lot 2, Section 22, Township 112 North, Range 47 West of the 5th, P.M., Brookings County, South Dakota. Background information was provided by County Development Director Robert Hill.

Roll call vote: Pierce "aye," Boersma "aye," Krogman "aye," Jensen "aye," Bartley "aye." Motion carried.

Motion by Boersma, seconded by Jensen to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-05: a plat of Lots 1 and 2 Converse Addition in the SE ¼ of Section 6, T111N, R52W of the 5th P.M., Brookings County, South Dakota. Background information was provided by County Development Director Robert Hill.

Roll call vote: Boersma "aye," Krogman "aye," Jensen "aye," Pierce "aye," Bartley "aye." Motion carried.

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley sign Resolution #20-06: a resolution authorizing the purchase of corrugated metal pipe, bridge materials, and grader blades based upon the price established through the County of Beadle, South Dakota, bid process. Background information was provided by Highway Superintendent Brian Gustad.

Roll call vote: Krogman "aye," Jensen "aye," Pierce "aye," Boersma "aye," Bartley "aye." Motion carried.

RESOLUTION #20-06

A RESOLUTION AUTHORIZING THE PURCHASE OF CORRUGATED METAL PIPE, BRIDGE MATERIALS AND GRADER BLADES BASED UPON THE PRICE ESTABLISHED THROUGH THE COUNTY OF BEADLE, SOUTH DAKOTA, BID PROCESS

WHEREAS, the Brookings County Highway Department will need new materials including corrugated metal pipe, bridge materials, and grader blades in 2020;

WHEREAS, the COUNTY OF BEADLE, has recently gone through a competitive bidding process for corrugated metal pipe, bridge material, and grader blades, such bidding process culminating in the bids being opened on January 7, 2020;

WHEREAS, TRUENORTH STEEL COMPANY, was the lowest responsible bidder under such COUNTY OF BEADLE, SOUTH DAKOTA, bid process and TRUENORTH STEEL COMPANY is willing to sell corrugated metal pipe, bridge materials, and grader blades to BROOKINGS COUNTY under the same terms and options as available to the COUNTY OF BEADLE, a copy of such bid specifications and bid having been filed at the Brookings County Finance Office; and

WHEREAS, pursuant to SDCL 5-18A-22, BROOKINGS COUNTY is authorized to purchase materials from any active contract that has been awarded by any governmental entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;

NOW THEREFORE BE IT RESOLVED that the Brookings County Highway Department is hereby authorized and directed to purchase on an as needed basis corrugated metal pipe, bridge materials, and grader blades from TRUENORTH STEEL COMPANY based upon the bid prices, or less, as stabled through the competitive bidding process of the COUNTY OF BEADLE, SOUTH DAKOTA. A copy of the County of Beadle, South Dakota, bid specifications and prices are available in Brookings County Finance Office.

Adopted this 18th day of February, 2020

Michael Bartley
Chairperson, Brookings County
Board of County Commissioners

ATTEST:

Vicki Buseth
Brookings County Finance Officer

Motion by Boersma, seconded by Krogman to approve Abatement #20-14: an abatement application made by Lawrence Jensen for parcel #02000-11048-322-00 in the amount of $181.70. Background information was provided by Director of Equalization Jacob Brehmer.
Roll call vote: Jensen “aye,” Pierce “aye,” Boersma “aye,” Krogman “aye,” Bartley “aye.” Motion carried.

Motion by Krogman, seconded by Boersma to approve Abatement #20-17: an abatement application made by the City of Elkton for parcel #34425-02200-004-00 in the amount of $655.78. Background information was provided by Finance Officer Vicki Buseth.
Roll call vote: Pierce “aye,” Boersma “aye,” Krogman “aye,” Jensen “aye,” Bartley “aye.” Motion carried.

Motion by Boersma, seconded by Pierce to approve Abatement #20-19: an abatement application made by the City of Elkton for parcel #34250-00300-021-00 in the amount of $60.77. Background information was provided by Director of Equalization Jacob Brehmer.
Roll call vote: Boersma “aye,” Krogman “aye,” Jensen “aye,” Pierce “aye,” Bartley “aye.” Motion carried.

Motion by Jensen, seconded by Boersma to approve Abatement #20-20: an abatement application made by the City of Elkton for parcel #34250-00300-023-00 in the amount of $54.90. Background information was provided by Director of Equalization Jacob Brehmer.
Roll call vote: Krogman “aye,” Jensen “aye,” Pierce “aye,” Boersma “aye,” Bartley “aye.” Motion carried.

Motion by Boersma, seconded by Jensen to approve Abatement #20-21: an abatement application made by Karen Baumberger for parcel #11025-11252-061-25 in the amount of $867.44. Background information was provided by Director of Equalization Jacob Brehmer.

Roll call vote: Jensen "aye," Pierce "aye," Boersma "aye," Krogman "aye," Bartley "aye." Motion carried.

Motion by Jensen, seconded by Boersma to approve and authorize Chairperson Agreement #20-03: an application for occupancy of right-of-way of county highways made by Ronald Langner in Aurora Township.

Roll call vote: Pierce "aye," Boersma "aye," Krogman "aye," Jensen "aye," Bartley "aye." Motion carried.

Motion by Krogman, seconded by Pierce to approve an automatic supplement for the Sheriff's Office, GL #101-4-2114340, receipt #490902, in the amount of $30,500. Background information was provided by Commission Department Director Stacy Steffensen.

Roll call vote: Boersma "aye," Krogman "aye," Jensen "aye," Pierce "aye," Bartley "aye." Motion carried.

Motion by Jensen, seconded by Krogman to approve the appointment of Dr. Richard Hieb to a one-year term as Brookings County Coroner and to appoint the Sheriff, Assistant Sheriff, and all Sheriff's Deputies as Deputy Coroners in Brookings County. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted "aye." Motion carried.

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for a Truck Driver in the Weed & Pest and Highway Departments.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Boersma to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for a part-time Weed Enforcement/Bio Control Officer in the Weed & Pest Department.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Jensen to approve and authorize a Request to Fill Vacancy for three seasonal ATV Drivers in the Weed & Pest Department.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Boersma to declare a Quasar camera as surplus property to be destroyed.

All members voted "aye." Motion carried.

Commission Department Director Stacy Steffensen presented the Commission Department Director's Report. Steffensen discussed upcoming dates with the board.

States Attorney Dan Nelson had nothing to report.

South Dakota World Affairs Council Chairman & Program Leader Robert Burns introduced himself to the board, as well as five Russian business leaders who are here in Brookings to examine business and innovation.

COMMISSIONERS' REPORTS & DISCUSSION

Commissioner Pierce discussed SB 157 with the board. Pierce said she attended a Joint Jurisdiction Meeting; attended a Public Affairs call-in; attended the Joint Powers Board Meeting; attended the Public Affairs Meeting; attended the Brookings Home Show; attended a Historic Preservation Workshop; participated in the downtown focus group for the Historic Preservation's Strategic Plan re-write; attended the Optimist Club Breakfast for Youth in Government Day; attended the BCOAC volunteer appreciation event; and attended the Legislative Forum.

Commissioner Boersma attended the County Planning & Zoning Meeting; presented to a Political Science Local Government class; participated in the downtown focus group for the Historic Preservation's Strategic Plan re-write; attended the Optimist Club Breakfast for Youth in Government Day; met with Commission Department Director Stacy Steffensen regarding CMR contracts; and attended the Brookings Behavioral Health and Wellness Meeting.

Commissioner Krogman attended the Brookings Home Show; met with Finance Officer Vicki Buseth for a quick meeting; attended a Leader Round Table meeting; and attended the BCOAC volunteer appreciation event.

Commissioner Jensen attended the County Planning & Zoning Meeting; attended the Brookings Home Show; attended a Proposal Meeting on the 20th Street Overpass project; and attended the Optimist Club Breakfast for Youth in Government Day.

Commissioner Bartley attended the Joint Powers Board Meeting; attended the Optimist Club Breakfast for Youth in Government Day; attended a PPCC/POD Meeting; and attended the Paws for Wine Event for the Humane Society.

Barley said he will be moderating the District 4 and District 7 Legislative Forum.

EXECUTIVE SESSION

Motion by Krogman, seconded by Boersma to enter into Executive Session at 10:14 a.m., in accordance with SDCL 1-25-2(1)(4)(6), personnel, contract negotiations and security. All members voted "aye." Motion carried.

Motion by Krogman, seconded by Boersma to come out of Executive Session at 1:15 p.m. All members voted "aye." Motion carried. No action was taken.

ADJOURNMENT

Motion by Krogman, seconded by Boersma to adjourn. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, March 10, 2020 at 8:30 a.m.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision of Service. The County of Brookings is responsive to

requests for communication aids and the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

_____

Jenna Byrd
Finance Assistant II
Brookings County

Published once at the approximate cost of___.

BROOKINGS COUNTY COMMISSION MEETING
FRIDAY, FEBRUARY 21, 2020

The Brookings County Board of County Commissioners met in special session on Friday, February 21, 2020 with the following members present: Michael Bartley, Larry Jensen, Lee Ann Pierce, Angela Boersma and Ryan Krogman.

CALL TO ORDER

Chairperson Michael Bartley called the meeting to order at 8:00 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Pierce, seconded by Krogman to approve the agenda for the February 21, 2020 Commission Meeting. All members voted "aye." Motion carried.

EXCUTIVE SESSION

Motion by Krogman, seconded by Jensen to enter into Executive Session at 8:00 a.m., in accordance with SDCL 1-25-2(1)(4), personnel and contract negotiations. All members voted "aye." Motion carried.

Motion by Pierce, seconded by Boersma to come out of Executive Session at 9:51 a.m. All members voted "aye." Motion carried. No action was taken.

ADJOURNMENT

Motion by Boersma, seconded by Krogman to adjourn. All members voted "aye." Motion carried. The next regular scheduled meet is Tuesday, March 10, 2020 at 8:30 a.m.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision or Service. The County of Brookings is responsive to requests for communication aids at the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

_____

Jenna Byrd
Finance Assistant II
Brookings County

Published once at the approximate cost_____.

BROOKINGS COUNTY COMMISSION MEETING
FRIDAY, MARCH 6, 2020

The Brookings County Board of County Commissioners met in special session on Friday, March 6, 2020 Commission Meeting with the following members present: Michael Bartley, Larry Jensen, Lee Ann Pierce, Angela Boersma and Ryan Krogman.

CALL TO ORDER

Chairperson Bartley called the meeting to order at 7:45 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Jensen, seconded by Boersma to approve the agenda for the March 6, 2020 Commission Meeting. All members voted "aye." Motion carried.

EXECUTIVE SESSION

Motion by Boersma, seconded by Krogman to enter into Executive Session at 7:46 a.m., in accordance with SDCL 1-25-2(1), personnel. All members voted "aye." Motion carried.

Motion by Krogman, seconded by Jensen to come out of Executive Session at 11:45 a.m. All members voted "aye." Motion carried. No action was taken.

ADJOURNMENT

Motion by Krogman, seconded by Boersma to adjourn. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, March 10, 2020 Commission Meeting.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision of Service. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

_____

Jenna Byrd
Finance Assistant II
Brookings County

Published once at the approximate cost of_____.

Brookings County

Travel / Education Request Form

Name(s) ____Dan Nelson_____

Department _State's Attorney Office_____ Position(s) __States Attorney___

Travel/Education

Date(s)	Beginning Odometer	Ending Odometer	Destination
2/12/2020		Personal Vehicle	Brookings – Pierre
2/12/2020			Pierre - Brookings

Reason for Travel _ SDSAA Board Meeting

Passengers _none_____

Estimated Expenses

- *Method of Travel:* ___ *County Vehicle* __x__ *Private Auto*

  _382__ miles @ *$_.42_/per mile* = $ _160.44_____

- *Meals:* _1_ *Breakfast* @ *$ 6.00*_____ = $ _6.00_____
  _1_ *Lunch* @ *$ 14.00*___ = $_14.00_____
  _1_ *Dinner* @ *$ 20.00*___ = $ _20.00_____

- *Additional Expenses (taxi, parking, etc)*
  Please list _____ = $ _____

- *Lodging:* _____ *Estimated number of days/nights* = $ _____

- *Registration* ___n/a__ *Estimated cost* = $ _____

Total Cost Estimate = $ _200.44_____

Department Head designated mileage rate: $ _____/per mile

Dan N L
_____ ____2/19/2020_____
Department Head Signature *Date*

Brookings County

Travel / Education Request Form

Name(s) ____Dan Nelson_____

Department _State's Attorney Office_____ Position(s) __States Attorney___

Travel/Education

Date(s)	Beginning Odometer	Ending Odometer	Destination
2/26/2020		Personal Vehicle	Brookings – Pierre
2/26/2020			Pierre - Brookings

Reason for Travel _ Legislative Testimony

Passengers _none_____

Estimated Expenses

- *Method of Travel:* ___ *County Vehicle* __x__ *Private Auto*

  _382__ miles @ *$_.42_/per mile* = $ _160.44_____

- *Meals:* _1_ *Breakfast* @ *$ 6.00*_____ = $ _6.00_____
  _1_ *Lunch* @ *$ 14.00*___ = $_14.00_____
  ___ *Dinner* @ *$ 20.00*___ = $ _____

- *Additional Expenses* (*taxi, parking, etc*)
  Please list _____ = $ _____

- *Lodging:* _____ *Estimated number of days/ nights* = $ _____

- *Registration* ___*n/a*__ *Estimated cost* = $ _____

Total Cost Estimate = $ _180.44_____

Department Head designated mileage rate: $ _____/per mile

Dan N L
_____ ____2/27/2020_____
Department Head Signature *Date*

Brookings County

Travel / Education Request Form

Name(s): Commissioners, Department Heads and/or Deputies

Department: All **Position(s):**

Date(s)	Beginning Odometer	Ending Odometer	Destination
March, May			Beadle, Kingsbury, Clark, Hamlin
August, November			Lake, Moody, Codington, Deuel, Spink

Reason for Travel:

Sioux Valley Commissioner Association (10-County) Meetings - hosted by various counties quarterly.

Passengers:

Estimated Expenses:

- Method of Travel: ● County Vehicle ● Private Auto

  up to 250 Miles @ $ 0.42 /per mile = $ 105.00

- Meals: _____ Breakfast(s) @ $ _____ = $ 0.00

  1 Lunch(s) @ $ 12.00 = $ ~~0.00~~ 12.00

  _____ Dinner(s) @ $ _____ = $ 0.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): _____ = $ _____

- Registration (Estimated cost): _____ = $ _____

Total Cost Estimate: **= $ 105.00**

Department Head designated mileage rate: $ /per mile

Stacy Stellenser
Department Head Signature

03/03/2020
Date

Brookings County

Travel / Education Request Form

Name(s): Kristen Witchey & Laura Littlecott

Department: Finance & HR Position(s) Dep Fin Officer & HR Specialist

Travel/Education

Date(s)	Beginning Odometer	Ending Odometer	Destination
3/11/2020 & 3/12/2020			All polling locations in Brookings County.

Reason for Travel: ADA Compliance Review of polling locations – requested by US Dept of Justice

Passengers _____Kristen and Laura_____

Estimated Expenses

- *Method of Travel:* _____ *County Vehicle* __X__ *Private Auto*

  Approx. 150 miles @ *$_.42/per mile* = $ __63.00_____

- *Meals:* *Breakfast* *@ $6.00* = $
  Lunch 2 *@ $14.00* = $ 28.00
  Dinner *@ $20.00* = $

- *Additional Expenses (taxi, parking, etc)*
  Please list _____ = $

- *Lodging:* _____ *Estimated number of days/ nights* = $

- *Registration* _____ *Estimated cost* = $

Total Cost Estimate = $ __91.00_____

Department Head designated mileage rate: $ _____/per mile

Nikki Buesch
Stacy Sorensen
Department Head Signature

03/03/2020
Date

Brookings County

Travel / Education Request Form

Name(s): Commissioners & Detention Center Staff

Department: Commission & Sheriff/Jail **Position(s):** Commissioners & Detention Center Staff

Date(s)	Beginning Odometer	Ending Odometer	Destination
March 20 2020			Sioux Falls, SD

Reason for Travel:
Tour Minnehaha County Jail

Passengers:

Estimated Expenses:

- Method of Travel: ⊙ County Vehicle ● Private Auto

  116 Miles @ $ 0.42 /per mile = $ 48.72

- Meals: _____ Breakfast(s) @ $ _____ = $ 0.00

  1 Lunch(s) @ $ 14.00 = $ 14.00

  _____ Dinner(s) @ $ _____ = $ 0.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): _____ = $ _____

- Registration (Estimated cost): _____ = $ _____

Total Cost Estimate: = $ 62.72

Department Head designated mileage rate: $ /per mile

Stacy Pellensen
Department Head Signature

03/03/2020
Date

Brookings County

Travel / Education Request Form

Name(s): Richard Haugen

Department: Emergency Management **Position(s):** Deputy Director

Date(s)	Beginning Odometer	Ending Odometer	Destination
March 23-24, 2020			Yankton, SD

Reason for Travel:

To attend FEMA G191 Emergency Management Center/Incident Command System Interface - Course

Passengers:

Estimated Expenses:

- Method of Travel: ◐ County Vehicle ○ Private Auto

  _____ Miles @ $ _____ /per mile = $ 0.00

- Meals: 1 Breakfast(s) @ $ 10.00 = $ 10.00

  1 Lunch(s) @ $ 18.00 = $ 18.00

  1 Dinner(s) @ $ 28.00 = $ 28.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): 1 = $ 75.00

- Registration (Estimated cost): _____ = $ _____

Total Cost Estimate: **= $ 131.00**

Department Head designated mileage rate: $ /per mile

Department Head Signature

2/24/2020
Date

Brookings County

Travel / Education Request Form

Name(s): Sonia Mack

Department: Brookings County Extension **Position(s):** 4-H Youth Program Advisor

Date(s)	Beginning Odometer	Ending Odometer	Destination
3/30/2020-4/3/2020			Rapid City, SD

Reason for Travel:

2020 SDAE4-HP Spring Conference and 4-H Professionals' Spring Training

Passengers:

Estimated Expenses:

- Method of Travel: ○ County Vehicle ⊙ Private Auto

  726 Miles @ $ 0.42 /per mile = $ 304.92

- Meals: 3 Breakfast(s) @ $ 6.00 = $ 18.00

  3 Lunch(s) @ $ 14.00 = $ 42.00

  3 Dinner(s) @ $ 20.00 = $ 60.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): 4 nights at $75/night = $ 300.00

- Registration (Estimated cost): SDAE4-HP Conference Registration = $ 60.00

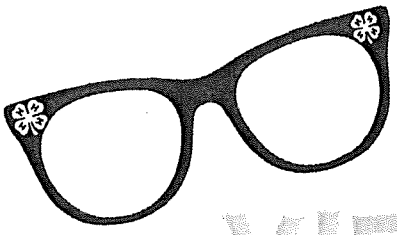
Total Cost Estimate: = $ 784.92

Department Head designated mileage rate: $ /per mile

Sonia Mack
Department Head Signature

3·3·2020
Date

SDAE4-HP PRESENTS...



2020 VISION FOR THE FUTURE

FEE:

MEMBER: $60

NON-MEMBER: $70

SPRING PROFESSIONAL DEVELOPMENT CONFERENCE

WEST RIVER RESEARCH & EXTENSION OFFICE

MARCH 31, 1:00 - 8:00 PM | APRIL 1, 8:00 AM - 2:00 PM

Join the South Dakota Association of Extension 4-H Professionals (SDAE4-HP) for their annual professional development conference. This conference will inspire participants to create a vision for the future for themselves and the 4-H program.

Hotel Accommodations: A block of rooms has been reserved under 'SD 4-H Association' at the Home 2 Suites of Rapid City until March 20, 2020.

The registration fee covers two meals, snacks, association night out activity, and materials/supplies.

Registration Form

Name: Sonia Mack Phone: 605-693-8280

Title: SDSU Extension Youth Program Advisor - Brookings County

Email: sonia.mack@sdstate.edu

List food allergies/accommodations: n/a

Registration Type (select one): ◉ $60 - SDAE4-HP Member ○ $70 - Non-member Rate

Make checks payable to: **SDAE4-HP**

Send completed registration form and fee to:

Registration Deadline: **March 23, 2020**

West River Research & Extension Center
C/O Hilary Risner, SDAE4-HP Secretary
711 N. Creek Drive
Rapid City, SD 57703

SDAE4-HP PRESENTS...

2020 VISION FOR THE FUTURE

SPRING PROFESSIONAL DEVELOPMENT CONFERENCE

WEST RIVER RESEARCH & EXTENSION OFFICE

711 N. CREEK DRIVE RAPID CITY, SD 57703

Tuesday, March 31, 2020

1:30 - 1:45 PM - Interactive Mixer: Welcome! Vision – Strengths | Michelle May

1:45 - 2:50 - Association Meeting

2:50 - 3:00 - Break

3:00 - 3:30 - Utilizing our Aging Population in 4-H | Leacey Brown

4:00 - 4:30 - National Experience | Jodi Loehrer

4:30 - 5:00 - Fish Bowl Vision

6:00 - Association Night Out

Wednesday, April 1, 2020

8:30 AM - Leadership Moment – Dynamic Duo | Jenny Voigt & Tracey Lehrke

8:45 - 10:30 - Civil Discussions – "Let's Talk", National Updates & Q&A | Sarah Maass

10:30 - 11:00 - Book Read, "8 to Great" Grand Finale | Jennifer Ringkob

11:00 - 12:00 - Pizza Garden Curriculum | Laura Alexander

12:00 PM - Lunch

1:00 - Depart for Mt Rushmore Black Hills Gold Tour

2:30 - Return to West River Research & Extension Office

3:00 - State 4-H Office Training Begins

Hotel Accommodations: A block of rooms has been reserved under 'SD 4-H Association' at the Home 2 Suites of Rapid City until March 20, 2020.

SDSU Extension is an equal opportunity provider and employer in accordance with the nondiscrimination policies of South Dakota State University, the South Dakota Board of Regents and the United States Department of Agriculture.

SDSU Extension

SDSU Extension

4-H Professionals' Spring Training

April 1-2, 2020; Rapid City Regional Extension Center

Immediately follows the SDAE4-HP Spring Conference

AGENDA: Wednesday April 1

3:00p	Welcome to New Staff—Amber Erickson
3:15p	What's New in Volunteerism—Jenae Hansen (zoom)
3:45p	4-H: Head, Heart, Hands, and a *Healthy Dose of Humor*—Kaycee Jones
4:00p*	Power of Story—Person A
4:15p	Session Pick 'ems a. *Christmas Light Lessons* with Chuck Martinell b. *Evaluation Skillathon* with Amber Erickson c. *Pizza Garden* with Laura Alexander
5:15p	Done; supper and evening=personal choice
8:00p	(optional) Join Tim for *free* ice cream at Armadillos

AGENDA: Thursday April 2

8:30a	Outcome Team in-person work sessions
9:30a*	Power of Story—Person B
9:45a**	Common Threads
10:30a	Provocative Prompts
11:00a***	Q&A with the Director—Tim Tanner
12:15p	Done; safe travels home!

*Similar to Sara Koepke's wonderful quilting demo at Fall Conference, here's your chance to share your talent/hobby/interest with us. Please let Tim know of your interest by Friday March 27.

**When you sign in on Wednesday, be prepared to share an item or two that you wish you could improve about your 4-H program. We will consolidate these lists and provide roundtable-style discussion opportunities to learn from our peers' experiences.

***Tim will provide an administrative update followed by ample time for Q&A. Questions sent to Tim in advance will be given priority if time runs short. (Note: you may also submit questions anonymously via Michelle May if that is more comfortable.)

SDSU Extension is an equal opportunity provider and employer in accordance with the nondiscrimination policies of South Dakota State University, the South Dakota Board of Regents and the United States Department of Agriculture.

© 2020, South Dakota Board of Regents

Brookings County

Travel / Education Request Form

Name(s): Kim Ellingson

Department: Brookings County Extension **Position(s):** 4-H Support Staff

Date(s)	Beginning Odometer	Ending Odometer	Destination
4/6/2020			Sioux Falls, SD

Reason for Travel:
4HOnline Training

Passengers:

Estimated Expenses:

- Method of Travel: ○ County Vehicle ⦿ Private Auto

  114 Miles @ $ 0.42 /per mile = $ 47.88

- Meals: _____ Breakfast(s) @ $ _____ = $ 0.00

  _____ Lunch(s) @ $ _____ = $ 0.00

  _____ Dinner(s) @ $ _____ = $ 0.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): _____ = $ _____

- Registration (Estimated cost): 4HOnline Training = $ 30.00

Total Cost Estimate: = $ 77.88

Department Head designated mileage rate: $ /per mile

Kim Ellingson
Department Head Signature

2·27·20
Date

SDSU Extension

South Dakota State University
109 Berg Agricultural Hall (SAG), Box 2207E
Brookings, SD 57007
605-688-4167

4HOnline and Fair Entry Training

April 6, 2020 – Sioux Falls Regional Center (schedule is CST)
April 7, 2020 – Pennington County Extension Office (schedule is MTN)
April 8, 2020 – Pierre Regional Extension Center (schedule is CST)
April 9, 2020 – Aberdeen Regional Extension Center (schedule is CST)

Schedule

8:45 am **Check in**

9:00 – Noon **4HOnline System Update**
This session will focus on updates to the 4HOnline system that will take place in Fall 2020. Demonstrations on the new platform will include: 4-H Member Registration, Event Creation, and Custom Reports. Participants will have login information available to try out the system.

Noon **Lunch on site**

1:00 – 4:00 **4HOnline and Fair Entry**
System updates from the morning session will be continued. Additional topics in the afternoon include: Refresher on the current 4HOnline system and setting up Fair Entry for the summer months.

4:00 **Depart**

Pre-registration is required. Deadline for pre-registration is Friday, March 27, 2020. The cost is $30 per participant and includes lunch and materials. Payment can be sent to the State 4-H Office or will be accepted the day of the training. If you have a food allergy, please mention that when pre-registering.

Pre-register by emailing Kasee Hieb at kasee.hieb@sdstate.edu.

Brookings County

Travel / Education Request Form

Name(s): Jessica Hansen

Department: Brookings County Extension **Position(s):** 4-H Support Staff

Date(s)	Beginning Odometer	Ending Odometer	Destination
4/6/2020			Sioux Falls, SD

Reason for Travel:
4HOnline Training

Passengers:

Estimated Expenses:

- Method of Travel: ○ County Vehicle ⊙ Private Auto

  114 Miles @ $ 0.42 /per mile = $ 47.88

- Meals: _____ Breakfast(s) @ $ _____ = $ 0.00

  _____ Lunch(s) @ $ _____ = $ 0.00

  _____ Dinner(s) @ $ _____ = $ 0.00

- Additional Expenses (taxi, parking, etc.):

  Please list: _____ = $ _____

- Lodging (Estimated number of nights): _____ = $ _____

- Registration (Estimated cost): 4HOnline Training = $ 30.00

Total Cost Estimate: = $ 77.88

Department Head designated mileage rate: $ /per mile

Gloria Nauer
Department Head Signature

2.27.2020
Date

SDSU Extension

South Dakota State University
109 Berg Agricultural Hall (SAG), Box 2207E
Brookings, SD 57007
605-688-4167

4HOnline and Fair Entry Training

April 6, 2020 – Sioux Falls Regional Center (schedule is CST)
April 7, 2020 – Pennington County Extension Office (schedule is MTN)
April 8, 2020 – Pierre Regional Extension Center (schedule is CST)
April 9, 2020 – Aberdeen Regional Extension Center (schedule is CST)

Schedule

8:45 am **Check in**

9:00 – Noon **4HOnline System Update**
This session will focus on updates to the 4HOnline system that will take place in Fall 2020. Demonstrations on the new platform will include: 4-H Member Registration, Event Creation, and Custom Reports. Participants will have login information available to try out the system.

Noon **Lunch on site**

1:00 – 4:00 **4HOnline and Fair Entry**
System updates from the morning session will be continued. Additional topics in the afternoon include: Refresher on the current 4HOnline system and setting up Fair Entry for the summer months.

4:00 **Depart**

Pre-registration is required. Deadline for pre-registration is Friday, March 27, 2020. The cost is $30 per participant and includes lunch and materials. Payment can be sent to the State 4-H Office or will be accepted the day of the training. If you have a food allergy, please mention that when pre-registering.

Pre-register by emailing Kasee Hieb at kasee.hieb@sdstate.edu.

EMAILED DCI
02/20/20

Brookings County

Travel / Education Request Form

Name(s): Jermey Kriese

Department: Sheriff's Office **Position(s):** Deputy Sheriff

Date(s)	Beginning Odometer	Ending Odometer	Destination
04/19/20-04/21/20			Deadwood, SD

Reason for Travel:
Statewide Sex Offender Registry Conference

Passengers:

Estimated Expenses:

- Method of Travel: O County Vehicle O Private Auto
  _____ Miles @ $ _____ /per mile = $ 150.00
- Meals: 2 Breakfast(s) @ $ 6.00 = $ 12.00
  3 Lunch(s) @ $ 14.00 = $ 42.00
  3 Dinner(s) @ $ 20.00 = $ 60.00
- Additional Expenses (taxi, parking, etc.):
  Please list: _____ = $ 0.00
- Lodging (Estimated number of nights): 2 = $ 75.00
- Registration (Estimated cost): 1 = $ 0.00

Total Cost Estimate: = $ 339.00

Department Head designated mileage rate: $ /per mile

Martin E. Stanek
Department Head Signature

2-20-2020
Date

STATEWIDE SEX OFFENDER REGISTRY CONFERENCE
APRIL 20TH & APRIL 21ST

LOCATION: THE LODGE AT DEADWOOD
100 PINE CREST LANE
DEADWOOD, SD 57732
Room reservations: call 605 584-4800 *make reservations before March 20th to get the conference rate

CONFERENCE REGISTRATION: Please contact: Peggy Nickerson / peggy.nickerson@state.sd.us or 605 773-2596 or Ashley Long / ashley.long@state.sd.us or 605 773-6159

APRIL 19TH

4:00 PM TO 6:00 PM	REGISTRATION

APRIL 20TH

7:00 AM TO 7:45 AM	REGISTRATION
8:00 AM	DCI DIRECTOR DAVID NATVIG
8:10 AM	SOR STATUTES / SOIA PROGRAM
8:30 AM	CASE STUDY – RAPID CITY PD JOLEEN OLLERICH
9:00 AM	COLLEEN NICK
10:30 AM	SOIA PROGRAM INFO CONT'D
11:30 AM	LUNCH – on your own
1:00 PM	CASE STUDY – YANKTON PD LT. TODD BRANDT
2:30 PM	MN BCA SA KEN MCDONALD,(RET) WETTERLING POLICE CASE
4:30 PM	US MARSHALS

APRIL 21ST

8:00 AM	DR. BOURKE
12:00 PM	DISMISSAL

Disappearance of Morgan Nick

Morgan Chauntel Nick (September 12, 1988 – disappeared June 9, 1995) is an American girl who was abducted at a Little League Baseball game. Her mother is known for creating the Morgan Nick Foundation, which helps people find their missing children.

Morgan Nick	
Nick at age six	
Born	Morgan Chauntel Nick September 12, 1988 Alma, Arkansas, U.S.
Disappeared	June 9, 1995 (aged 6) Alma, Arkansas, U.S.
Status	Missing for 24 years, 6 months and 1 day
Nationality	American
Parent(s)	Colleen Nick (mother)

Contents

Disappearance
Later developments
Aftermath
See also
References
External links

Disappearance

On June 9, 1995, Morgan Nick and her mother, Colleen Nick, went to a Little League baseball game in their town of Alma, Arkansas.[1] At around 10:30 p.m., Morgan asked her mother if she could catch lightning bugs with her friends. At first, her mother was uncertain, but eventually let her go.[2] She was last seen at 10:45 p.m. by her friends, emptying sand out of her shoes alone near her mother's car while her group of friends emptied their shoes a few dozen feet away.[3] Morgan's friends reported seeing a "creepy" man talking to Morgan as she was putting her shoes back on.[4]

When the game ended shortly thereafter, Morgan's friends returned without her. They told Colleen that Morgan was at her car, but when Colleen returned to the car, Morgan was not there. She has not been seen or heard from since.

Later developments

On January 15, 2002, police conducted a dig on a private piece of land in Booneville, Arkansas, after they received a tip that claimed Nick might have been buried there. The tip was "so specific" that police decided to dig; a police dog was also used in the search. Police ended the search at 9:30 pm and said they did not intend to return to the property.[5]

RETIRED SPECIAL AGENT
KEN MCDONALD

Minnesota Bureau of Criminal Apprehension (MN BCA) Special Agent Ken McDonald-retired had thirty-two years of Law Enforcement experience. He began his career as a Patrol Officer with the Morris Police Department, MN. Then as an Investigator with the St. Cloud Police Department, MN. For the past twenty-two years of his career, Agent McDonald was in the homicide unit with the MN BCA. Primarily assigned to death investigations, officer involved shootings, and missing persons. Also, he was a Police Forensic Pathology Specialist and was coordinator of the medical examiners program for many years. He obtained a B.S. in Social and Behavioral Science and M.S. in Criminal Justice. In addition, he was an Adjunct Instructor in the Criminal Justice Department at St. Cloud State University, MN.

Biographical Statement

Dr. Michael Bourke is the Chief Psychologist for the United States Marshals Service and serves as the head of the USMS Behavioral Analysis Unit. He has been a federal law enforcement officer since 2000 and was deputized by the USMS in 2008. Prior to joining the Marshals Service he worked as a clinical psychologist for the federal prison system; from 2000 to 2006 he was assigned to the Sex Offender Treatment Program (SOTP) and Hypersexuality Management Program (HMP) at the Federal Correctional Institution in Butner, North Carolina, and from July 2006 to September 2008 he worked within the Commitment and Treatment Program for Sexually Dangerous Persons (CTP) at the same institution.

Dr. Bourke is a graduate of the Department of Defense Polygraph Institute, and he has conducted several hundred polygraph examinations of sex offenders. He is a regular consultant to federal, state, and local law enforcement agencies on matters pertaining to sexual criminality, interviewing/interrogation techniques, and psychological safeguarding of law enforcement personnel. He has served as a consultant to NBC Television's *Nightly News* and *The Today Show*, ABC Television's *The Oprah Winfrey Show*, and has appeared on FOX Television's *America's Most Wanted*, A&E's *Manhunters*, and CNN's *The Hunt*.

An active researcher, Dr. Bourke co-authored the "Butner Study" and published seminal work on the use of Tactical Polygraph with sex offenders. He serves on the editorial boards for several professional journals. His clinical and research interests include the assessment of sexual offenders, the art of interviewing and interrogation, the detection of deception, secondary stress among law enforcement personnel, and investigative profiling. He serves as an adjunct faculty member at George Washington University, Nova Southeastern University, and the Defense Intelligence Agency (NCCA).

In 2008 he received the highest research honor awarded in the field of child exploitation by the United Kingdom's Child Exploitation and Online Protection Centre (CEOP), and in 2009 he was awarded the Pro-Humanitate Literary Award by the North American Resource Center for Child Welfare. He and his work have been profiled in the *Monitor* of the American Psychological Association, *The Washington Post*, The *New York Times*, and several textbooks in forensic psychology.

In the area of community service, Dr. Bourke serves as the Youth Protection Champion for the Boy Scouts of America's National Capital Area Council. In this capacity he serves as the consultant on youth protection for 56,000 Scouts and 23,000 adult leaders.

Jon Pike

From: frontdesk@deadwoodlodge.com
Sent: Thursday, February 20, 2020 10:02 AM
To: Jon Pike
Subject: Your26425944 for your stay at The Lodge at Deadwood

Jeremy Kriese
Brookings SD 57006
United States

Dear Jeremy Kriese,

Welcome to Lodge at Deadwood

We are pleased to confirm the following reservation details for you and welcome your review to ensure your visit to Deadwood is perfect and memorable:

Arrival Date:	04-19-20
Departure Date:	04-21-20
Number of Nights:	2
Number of rooms:	1
Room Type:	2 Queen Walkout
Adults/Children:	1 / 0
Confirmation Number:	26425944
Daily Rate:	75.00 + Tax

Check In Time: 3pm

Check Out Time: 11am

Credit Card Guarantee & Cancellation fee:
Due to the fact that we guarantee every reservation with a valid credit card, should you decide to cancel your resei reservation must be cancelled by 4pm, 24 hours (1 day) prior to your arrival. If you must cancel within 24 hours o

Hotel Services & Amenities:
High-speed internet and WI-Fi in guestrooms
Business Center
Fitness Center on-site
Indoor Water Park
Casino
Sports Bar and Restaurant

Pets:
The Lodge at Deadwood allows dogs, however all dogs must be declared at the time of making a reservation or w

The Lodge at Deadwood hotel is a 100% SMOKE FREE hotel.

LOCATION: The Lodge at Deadwood is located in the Northern Black Hills of South Dakota just 7 miles from I at Exit 17, Hwy 85 and 11 miles from Exit 32. We are located across from Kevin Costner's Tatanka -"Story of the

Events or attractions in Deadwood, please visit www.deadwood.com

Again, we look forward to having you as our guest. If you need additional information, please visit us on the web

100 Pine Crest Lane, Deadwood,
T:605-584-4800 www.deadwood

Brookings County

Travel / Education Request Form

Name(s): Jacob Brehmer

Department: Equalization **Position(s):** Director

Date(s)	Beginning Odometer	Ending Odometer	Destination
July 6 - 10, 2020			Pierre, SD

Reason for Travel:
2020 Mid-Year Assessor School

Passengers:

Estimated Expenses:

- Method of Travel: ⊙ County Vehicle ○ Private Auto

  _____ Miles @ $ _____ /per mile = $ 0.00

- Meals: 4 Breakfast(s) @ $ 6.00 = $ 24.00

  5 Lunch(s) @ $ 14.00 = $ 70.00

  4 Dinner(s) @ $ 20.00 = $ 80.00

- Additional Expenses (taxi, parking, etc.):

  Please list: Fuel = $ 30.00

- Lodging (Estimated number of nights): 4 @ $90 = $ 360.00
- Registration (Estimated cost): 1 @ $350 = $ 350.00

Total Cost Estimate: = $ 914.00

Department Head designated mileage rate: $ /per mile

Jacob Brehmer
Department Head Signature

2-25-2020
Date

2020 Mid-Year Assessor School

****Preference Given to those outside their 1st Certification Period****

July 6th – 10th

Capitol Lake Visitor Center

Pierre, SD

Hotel Accommodations

TBA

Meals

All school participants are responsible for their own meals.

Breaks

There will be a one-hour break for lunch, as well as breaks in the morning and afternoon, where coffee and refreshments will be provided.

Registration

Complete the form on the last page and return along with tuition payment. Do not return the registration form without the tuition. Please keep a copy of your registration form for your records.

To ensure that the course quality remains high we sometimes need to limit the size of our class. Class will be filled on a "first come, first served" basis. To be fair and impartial, we cannot register any student until we receive the tuition payment. County personnel will receive priority over non-county personnel.

Topics Class

This course is geared for those outside their first certification period. Topics to be discussed include but not limited to Appeals, Excel Hacks, Soil Health, Soil Survey, Office Procedures, Round-Table discussions, Taxation 101, Legislation, and more.

Instructors/Moderators: Wendy Semmler, Russ Hanson, Amber Steinke, Rhea Crane, Carrie Stephenson, Etal

General School Information

Class Schedule: Monday through Friday
Class will begin ***Monday, July 6th at 1 p.m.*** and end at 5 p.m.
Class will be 8 a.m. – 5p.m. Tuesday-Thursday.
Friday class will be from 8 a.m. to 12 p.m.

*Some topics may require some light homework.

Course Test:
TBA. Make up tests will be allowed only in accordance with the test policies laid out in Administrative Rule 64:02:03:19.

School Rules

Attendance
Students are required to attend all sessions of the course they are taking. Roll will be taken in the classes and those students absent from any session will have points deducted from their test score. If the student has been absent from more than one session, credit for the school may be withheld and the student's supervisor may be notified.

Cell Phones
The school instructors may ask you to remove cell phones from the classroom. Please observe these common cell phone courtesies:

- Have the phone turned off or to silent (not to vibrate) in the classroom.
- NO TEXTING in the classroom.
- If you must take or place a call, do not do so in the classroom or in the hallway directly outside of the classrooms
- Calculators on phones are not allowed during tests

Required Texts and Class Materials
All course material will be provided, but it is requested you bring samples of various procedures in your office and any appeals that you may have been involved in.

In addition, students should bring

- a calculator the student is familiar with
  - cell phone calculators are not allowed during tests
- pencils, note pad, and other items normally used in class

This school is being held under the authority of SDCL 10-1-16. Authorization of tax entity: SDCL 7-7-24, SDCL 7-7-25. Please complete this registration form and return with tuition payment no later than June 5, 2020.

Make all checks payable to SDAAO

Tuition is $350.

Mail registration and payment to:

SDAAO
C/O Rhea Crane
1300 Sherman St, Ste 222
Sturgis, SD 57785

Student Name (print or type)	Years Certified
1. Jacob Brehmer	11
2.	
3.	
4.	
5.	

County: Brookings E-mail: jbrehmer@brookingscountysd.gov

Address: 520 3rd St Suite 110, Brookings, SD 57006

The Mid-Year School is conducted by SDAAO in cooperation with the SD Department of Revenue

Personnel Action Notice Summary

Commission Meeting: March 10, 2020

Employee Name:	Misty Moser				
Department:	Weed & Pest		**Position:**	Supervisor	
Effective Date:	01/01/2020		**Salary/Wage:**	$	48,665.00
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Lisa Radtke				
Department:	States Attorney's Office		**Position:**	Legal Assistant	
Effective Date:	02/19/2020		**Salary/Wage:**	$	22.49
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Reid Squires				
Department:	Equalization		**Position:**	Deputy Director	
Effective Date:	03/01/2020		**Salary/Wage:**	$	24.98
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Laura Littlecott				
Department:	Commission		**Position:**	HR Specialist	
Effective Date:	03/20/2020		**Salary/Wage:**	$	28.33
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Cellular Authorization Form

Employee Name: TARA RODRIGUES

Employee Position: DETENTION NURSE

Employee Phone Number: 605-690-9590

Cellular Service Allowance Tier:

☒ **Basic Usage $30 monthly allowance.** *This tier is to be used by individuals who need cellular service during their regularly scheduled hours for Brookings County. They would have limited, infrequent need for use outside of their regularly scheduled shift, but do need access to cell phone service during scheduled work hours as a requirement for the position. This tier cannot be used if the need can be met by the loaner phone program.*

☐ **High Usage $45 monthly allowance.** *This tier must meet the qualifications of the previous tier and in addition, is to be used by employees who are regularly contacted outside of regularly scheduled working hours for business specific purposes.*

☐ **Extensive Usage $60 monthly allowance.** *This tier must meet the qualifications of the previous tiers. This tier is for management and exempt level employees who are essentially on call to the public, the board, or their staff whether at or away from work.*

☐ **Blackberry for enterprise application $45 monthly allowance.** *This allowance is available to exempt level employees, department heads, or other IT staff that have a business-need to be in direct communication with email and other technology capabilities whether on or off duty.*

Total Allowance Requested: 30.00

Payroll Start Date: Feb. 2020

Authorized by: _____ **Date:** 2-25-2020
Department Head Signature

Board Approval: _____ **Date:** _____
Commission Chairperson/ Designee

HR Received: _____ **Date:** _____

For Commission Use Only

Date Submitted to Board of County Commissioners: March 10, 2020

Reference #: 20-013

Request: Funeral

Amount: $ 3,000.00

Recommendation of County Assistance Officer: Approved County Burial

Reference #: 20-014

Request: Rent

Amount: $ 595.00

Recommendation of County Assistance Officer: Approved Past Due Rent/Eviction

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	101-1-1080000	PROPERTY TAX REFUND		172.58
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	172.58

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025072	101-4-111-4250	COPIER CONTRACT		105.60
01-10371	BROOKINGS REGISTER	I-202003025100	101-4-111-4230	DETENTION CNTR RFP, NOTICE		30.96
01-10918	EINSPAHR AUTO PLAZA	I-202003025125	101-4-111-4340	COMMISSION DURANGO		26,722.00
01-11921	WELLS FARGO	I-202003035258	101-4-111-4267	POSTAGE		25.50
01-12503	QUALIFIED PRESORT SERVI	I-202003035223	101-4-111-4267	2020 ASSESSMENT NOTICE MAILIN		966.95
01-19629	CODINGTON COUNTY AUDITO	I-202003025113	101-4-111-4270	10 COUNTY REGISTRATION		36.00
01-20748	US POSTAL SERVICE	I-202003035247	101-4-111-4267	POSTAGE FOR HASLER MACHINE		10,000.00

DEPARTMENT 111 COMMISSIONERS TOTAL: 37,887.01

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22008	NEWEGG BUSINESS INC	I-202003035208	101-4-120-4350	UPS BATTERY, ELECTION LAPTOPS		10,980.78
				DEPARTMENT 120 ELECTIONS	TOTAL:	10,980.78

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 130 JUDICIAL SYSTEM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1	DAVID CHURCH	I-202003025184	101-4-130-4280	WITNESS FEES		42.68
01-1	JULIE SPERLICH	I-202003025185	101-4-130-4280	WITNESS FEES		39.32
01-1	KIM LAABS	I-202003025186	101-4-130-4280	WITNESS FEES		26.72
01-1	JULIE MURPHY	I-202003025187	101-4-130-4280	WITNESS FEES		37.64
01-1	MARY BROWN	I-202003025188	101-4-130-4280	WITNESS FEES		40.16
01-1	MICHELLE CARLSON	I-202003025189	101-4-130-4280	WITNESS FEES		20.68
01-1	HAILEY WARNEKE	I-202003025190	101-4-130-4280	WITNESS FEES		20.68
01-1	JARED ANDERSON	I-202003025191	101-4-130-4280	JUROR FEES		18.40
01-1	TONI HEGERFELD	I-202003025192	101-4-130-4280	JUROR FEES		35.20
01-1	LINDA KARLSTAD	I-202003025193	101-4-130-4280	JUROR FEES		17.56
01-1	ELIJAH KOSSE	I-202003025194	101-4-130-4280	JUROR FEES		10.84
01-1	JANE MORT	I-202003025195	101-4-130-4280	JUROR FEES		11.68
01-1	PATRICK PARKER	I-202003025196	101-4-130-4280	JUROR FEES		12.52
01-1	CHRISTOPHER PEKOSKE	I-202003025197	101-4-130-4280	JUROR FEES		10.84
01-1	ROBERT SCHWARTZ	I-202003025198	101-4-130-4280	JUROR FEES		22.60
01-10125	ARAGON, ANTONIO	I-202003025075	101-4-130-4290	TRANSLATION SERVICES		37.50
01-10390	BROOKINGS HEALTH SYSTEM	I-202003025098	101-4-130-4230	JANUARY BLOOD ALCOHOL TESTS		16,852.00
01-11300	PATRICIA J HARTSEL	I-202003025147	101-4-130-4224	TRANSCRIPTS CRI20-34		68.40
01-11300	PATRICIA J HARTSEL	I-202003025148	101-4-130-4226	TRANSCRIPTS CRI19-702		49.40
01-11300	PATRICIA J HARTSEL	I-202003025149	101-4-130-4226	TRANSCRIPTS CRI19-588		30.60
01-11300	PATRICIA J HARTSEL	I-202003025150	101-4-130-4226	TRANSCRIPTS - GRAND JURY 2/7		438.60
01-11453	HY-VEE FOOD STORE	I-202003025158	101-4-130-4280	JURY MEALS/REFRESHMENTS		10.89
01-12179	NANCY J NELSON	I-202003035203	101-4-130-4222	CRT APPT ATTORNEY CRI19-938		281.30
01-12179	NANCY J NELSON	I-202003035204	101-4-130-4222	CRT APPT ATTORNEY CRI19-572		355.80
01-12179	NANCY J NELSON	I-202003035205	101-4-130-4222	CRT APPT ATTORNEY CRI19-846		747.40
01-12179	NANCY J NELSON	I-202003035206	101-4-130-4222	CRT APPT ATTORNEY CRI19-1153		547.90
01-12602	RICK RIBSTEIN	I-202003035226	101-4-130-4222	CRT APPT ATTORNEY CRI19-535		1,205.40
01-12602	RICK RIBSTEIN	I-202003035227	101-4-130-4222	CRT APPT ATTORNEY CRI19-1009		289.75
01-12794	SD LAW REVIEW	I-202003035235	101-4-130-4340	VOLUME 65 SUBSCRIPTION		35.00
01-13389	TERRY D WIECZOREK PC	I-202003035259	101-4-130-4222	CRT APPT ATTORNEY CRI19-1205		388.80
01-13389	TERRY D WIECZOREK PC	I-202003035260	101-4-130-4222	CRT APPT ATTORNEY CRI19-468		1,240.25
01-13389	TERRY D WIECZOREK PC	I-202003035261	101-4-130-4222	CRT APPT ATTORNEY CRI18-1155		1,172.15
01-13389	TERRY D WIECZOREK PC	I-202003035262	101-4-130-4222	CRT APPT ATTORNEY CRI19-1255		392.37
01-13389	TERRY D WIECZOREK PC	I-202003035263	101-4-130-4222	CRT APPT ATTORNEY CRI19-894		349.65
01-14785	KIM NAGEL	I-202003035273	101-4-130-4280	JUROR FEES		12.52
01-17926	TIM HOGAN	I-202003025152	101-4-130-4222	CRT APPT ATTORNEY CRI19-1210		1,168.50
01-17926	TIM HOGAN	I-202003025153	101-4-130-4223	CRT APPT ATTORNEY JUV19-112		616.75
01-17926	TIM HOGAN	I-202003025154	101-4-130-4222	CRT APPT ATTORNEY CRI19-1097		978.50
01-17926	TIM HOGAN	I-202003025155	101-4-130-4222	CRT APPT ATTORNEY CRI19-787		1,111.40
01-19572	ARAGON, MARTHA A	I-202003025076	101-4-130-4290	TRANSLATION SERVICES		150.00
01-19572	ARAGON, MARTHA A	I-202003025077	101-4-130-4290	TRANSLATION SERVICES		37.50
01-19694	REED T MAHLKE	I-202003025173	101-4-130-4222	CRT APPT ATTORNEY CRI19-588		1,263.50
01-19694	REED T MAHLKE	I-202003025174	101-4-130-4222	CRT APPT ATTORNEY CRI19-600		1,078.95
01-19694	REED T MAHLKE	I-202003025175	101-4-130-4222	CRT APPT ATTORNEY CRI19-1132		446.05
01-20023	GASS LAW, PC	I-202003025142	101-4-130-4222	CRT APPT ATTORNEY CRI19-845		125.10
01-20023	GASS LAW, PC	I-202003025143	101-4-130-4222	CRT APPT ATTORNEY CRI19-1025		1,886.85
01-20548	COMPASS COUNSELING & AS	I-202003025114	101-4-130-4290	PSYCHOSEXUAL ASSESSMENT		1,800.00
01-21052	SANDMEIER, CHRISTOPHER	I-202003035275	101-4-130-4280	JUROR FEES		16.72
01-22039	JENNIFER GOLDAMMER	I-202003025144	101-4-130-4222	CRT APPT ATTORNEY CRI19-1144		123.50

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 130 JUDICIAL SYSTEM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22039	JENNIFER GOLDAMMER	I-202003025145	101-4-130-4222	CRT APPT ATTORNEY CRI19-865		1,117.35
01-22102	ANTHONY TEESDALE	I-202003035242	101-4-130-4222	CRT APPT ATTORNEY CRI19-1133		579.05
01-22604	JORDYN BANGASSER	I-202003025081	101-4-130-4222	CRT APPT ATTORNEY CRI19-1117		932.21
01-22624	JARED BASZLER	I-202003035266	101-4-130-4280	JUROR FEES		11.68
01-22625	DAVID DAVIS	I-202003035267	101-4-130-4280	JUROR FEES		11.68
01-22626	ISAIAH DIETZ	I-202003035268	101-4-130-4280	JUROR FEES		10.84
01-22627	BROCK GAUER	I-202003035269	101-4-130-4280	JUROR FEES		10.84
01-22628	NICHOLAS HANTEN	I-202003035270	101-4-130-4280	JUROR FEES		20.08
01-22629	BRANDON JOHNSON	I-202003035271	101-4-130-4280	JUROR FEES		12.52
01-22630	JAMES MADSEN	I-202003035272	101-4-130-4280	JUROR FEES		28.48
01-22631	DAVID ROE	I-202003035274	101-4-130-4280	JUROR FEES		26.80

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 38,438.05

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 143 FINANCE OFFICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025073	101-4-143-4250	COPIER CONTRACT		80.40
01-10371	BROOKINGS REGISTER	I-202003025099	101-4-143-4260	SUBSCRIPTION		167.80
01-10541	CENTURY BUSINESS PRODUC	I-202003025102	101-4-143-4250	COPIER MAINTENANCE		81.33
01-12261	OFFICE PEEPS INC	I-202003035212	101-4-143-4260	PAPER AND SUPPLIES		182.06
01-12261	OFFICE PEEPS INC	I-202003035216	101-4-143-4260	STEP STOOL, DEODORIZER		126.96
01-19128	EXECUTIVE MGMT FINANCE	I-202003025134	101-4-143-4280	JANUARY 2020 TECH ACCESS FEE		53.00
01-19629	CODINGTON COUNTY AUDITO	I-202003025113	101-4-143-4270	10 COUNTY REGISTRATION		24.00
				DEPARTMENT 143 FINANCE OFFICE	TOTAL:	715.55

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025070	101-4-151-4260	COPIER CONTRACT		67.11
01-13370	THOMSON REUTERS - WEST	I-202003035243	101-4-151-4260	WEST INFO CHARGES #841054431		1,093.83
01-19603	MEDIACOM LLC	I-202003025181	101-4-151-4260	MARCH LAW LIBRARY INTERNET		136.90

DEPARTMENT 151 STATES ATTORNEY TOTAL: 1,297.84

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202003025092	101-4-161-4280	PHONE SERVICE		1,169.00
01-10354	BROOKINGS CITY UTILITIE	I-202003025093	101-4-161-4280	UTILITIES		1,184.28
01-10354	BROOKINGS CITY UTILITIE	I-202003025093	101-4-161-4282	UTILITIES		81.64
01-10354	BROOKINGS CITY UTILITIE	I-202003025093	101-4-161-4283	UTILITIES		295.20
01-10792	DEN-WIL INC	I-202003025120	101-4-161-4241	MARCH COMMUNITY HEALTH RENT		960.00
01-11078	FOERSTER DISTRIBUTING	I-202003025140	101-4-161-4260	JANITORIAL SUPPLIES		71.50
01-11921	WELLS FARGO	I-202003035258	101-4-161-4243	FLAGPOLES		83.98
01-12236	NORTHWESTERN ENERGY	I-202003035209	101-4-161-4280	NATURAL GAS UTILITIES		1,259.85
01-12236	NORTHWESTERN ENERGY	I-202003035210	101-4-161-4280	NATURAL GAS UTILITIES		10.00
01-12931	SIOUX VALLEY CLEANERS I	I-202003035238	101-4-161-4250	WIC JANITORIAL FEBRUARY		442.00
01-20143	CITY OF BROOKINGS	I-202003025109	101-4-161-4243	JOINT BUILDING EXPENSES		3,047.16
01-21740	ESEind, INC	I-202003025133	101-4-161-4250	COMM HEALTH 24/7 MONITORING		530.35

DEPARTMENT 161 COUNTY BUILDING TOTAL: 9,134.96

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19277	ALLEGRA PRINT & IMAGING	I-202003025074	101-4-162-4260	MAP BINDING		5.00
01-22478	SDAAO	I-202003035233	101-4-162-4270	2020 MID-YR SCHOOL REGISTRATI		350.00

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 355.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19629	CODINGTON COUNTY AUDITO	I-202003025113	101-4-163-4270	10 COUNTY REGISTRATION		12.00
01-22271	CREATIVE PRINTING	I-202003025116	101-4-163-4260	1000 ENVELOPES		105.59

DEPARTMENT 163 REGISTER OF DEEDS TOTAL: 117.59

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERAN'S SERVICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10340	BROOKINGS AREA CHAMBER	I-202003025089	101-4-165-4270	2019 PRE-LEGISLATIVE LUNCHEON		25.00
01-12261	OFFICE PEEPS INC	I-202003035215	101-4-165-4270	CORRECTION TAPE, FOLDERS		20.85
				DEPARTMENT 165 VETERAN'S SERVICE	TOTAL:	45.85

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 171 INFORMATION TECHNOLOGY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025072	101-4-171-4250	COPIER CONTRACT		71.69
01-10784	DELL MARKETING LP	I-202003025119	101-4-171-4260	POWEREDGE R740 SERVER		13,273.38
01-10784	DELL MARKETING LP	I-202003025119	101-4-171-4221	POWEREDGE R740 SERVER		5,859.00
01-11485	TYLER TECHNOLOGIES	I-202003035246	101-4-171-4221	TYLER TECH-DOC PRO SUPPORT		5,600.60
01-11921	WELLS FARGO	I-202003035258	101-4-171-4221	CRASHPLAN		9.99
01-12714	SCHNEIDER GEOSPATIAL LL	I-202003035232	101-4-171-4221	BEACON HOSTING Q1 INV5950		2,910.00
01-20197	MARCO	I-202003025177	101-4-171-4221	AGREEMENT-5YR LICENSE		2,773.27

DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL: 30,497.93

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025072	101-4-172-4250	COPIER CONTRACT		21.12
01-12782	SD NEWSPAPER SERVICE	I-202003035236	101-4-172-4230	JOB POSTINGS		170.72
				DEPARTMENT 172 HUMAN RESOURCES	TOTAL:	191.84

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF'S OFFICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202003025091	101-4-211-4280	PHONE SERVICE		542.56
01-10541	CENTURY BUSINESS PRODUC	I-202003025103	101-4-211-4250	COPIER CONTRACT		350.68
01-10918	EINSPAHR AUTO PLAZA	I-202003025123	101-4-211-4340	THREE PATROL TRUCKS		83,384.00
01-11921	WELLS FARGO	I-202003035258	101-4-211-4260	POINTER, PROJECTOR PENS		27.97
01-12167	NATIONAL SHERIFF'S ASSO	I-202003035202	101-4-211-4220	2020 NTNL SHERIFF'S ASSOC. DU		129.00
01-12261	OFFICE PEEPS INC	I-202003035211	101-4-211-4261	OFFICE SUPPLIES		42.87
01-12910	TWO WAY SOLUTIONS INC	I-202003035245	101-4-211-4340	JAIL RADIOS, ANTENNAE-PATROL		335.88
01-18134	WALBURG, DUANE	I-202003035255	101-4-211-4221	ANIMAL CONTROL MILEAGE		76.44
01-18134	WALBURG, DUANE	I-202003035256	101-4-211-4221	ANIMAL CONTROL MILEAGE		38.22
01-19095	MR. V'S PROFESSIONAL BO	I-202003025201	101-4-211-4250	PATROL VEHICLE REPAIRS		181.00
01-20016	HOMETOWN SERVICE & TIRE	I-202003025156	101-4-211-4250	VEHICLE SERVICE		109.99
01-20143	CITY OF BROOKINGS	I-202003025110	101-4-211-4221	ANIMAL CONTROL UNCLAIMED PETS		60.00
01-20466	AT&T MOBILITY	I-202003025078	101-4-211-4280	MOBILE SERVICE		720.72
01-21166	CENTURY LINK	I-202003025106	101-4-211-4280	PHONE SERVICE		154.81
01-22093	ONE OFFICE SOLUTION	I-202003035217	101-4-211-4261	OFFICE SUPPLIES		94.70
01-22242	AXON ENTERPRISE INC	I-202003025080	101-4-211-4350	FLEET 2 UNLIMITTED 2YR PMT		13,932.00
01-22623	ROBBY'S AUTO SHOP	I-202003035228	101-4-211-4250	PATROL VEHICLE MAINT/REPAIR		56.75

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 100,237.59

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202003025090	101-4-212-4280	UTILITIES		2,486.64
01-10357	AVERA MEDICAL GROUP	I-202003025079	101-4-212-4263	INMATE MEDICAL		651.75
01-10541	CENTURY BUSINESS PRODUC	I-202003025103	101-4-212-4250	COPIER CONTRACT		183.03
01-11017	FAULK COUNTY SHERIFF	I-202003025137	101-4-212-4272	INMATE HOUSING		595.00
01-11078	FOERSTER DISTRIBUTING	I-202003025138	101-4-212-4260	JAIL JANITORIAL SUPPLIES		734.80
01-11304	KONARD O HAUFFE DDS PC	I-202003025151	101-4-212-4263	INMATE DENTAL		574.00
01-11453	HY-VEE FOOD STORE	I-202003025157	101-4-212-4290	INMATE MEALS		27,803.48
01-11719	L&L AUTO & TRUCK PARTS	I-202003025166	101-4-212-4260	JAIL VEHICLE PARTS		5.98
01-11855	MCKEEVER'S VENDING	I-202003025180	101-4-212-4260	INMATE COMMISARY		1,123.64
01-12236	NORTHWESTERN ENERGY	I-202003035209	101-4-212-4280	NATURAL GAS UTILITIES		419.95
01-12261	OFFICE PEEPS INC	I-202003035211	101-4-212-4260	OFFICE SUPPLIES		12.22
01-12910	TWO WAY SOLUTIONS INC	I-202003035245	101-4-212-4260	JAIL RADIOS, ANTENNAE-PATROL		429.95
01-19149	SANFORD HEALTH	I-202003035231	101-4-212-4263	INMATE MEDICAL		69.75
01-21803	BUHLS OF BROOKINGS CLEA	I-202003025101	101-4-212-4250	JAIL SUPPLIES		81.80
01-22002	PROCHEM DYNAMICS LLC	I-202003035222	101-4-212-4260	JANITORIAL SUPPLIES		222.06
01-22093	ONE OFFICE SOLUTION	I-202003035217	101-4-212-4260	OFFICE SUPPLIES		373.97
01-22471	RC FIRST AID	I-202003035224	101-4-212-4261	JAIL MEDICAL INMATE SUPPLIES		53.75
01-22530	WATER WORKS LLC	I-202003035257	101-4-212-4250	REPAIR		67.50

DEPARTMENT 212 COUNTY JAIL TOTAL: 35,889.27

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 214 JUVENILE DETENTION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12037	MINNEHAHA COUNTY JDC	I-202003025183	101-4-214-4291	JDC COSTS INV#1572		10,897.40
				DEPARTMENT 214 JUVENILE DETENTION	TOTAL:	10,897.40

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 411 WELFARE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025072	101-4-411-4270	COPIER CONTRACT		7.04
01-10915	EIDSNESS FUNERAL HOME	I-202003025122	101-4-411-4255	COUNTY BURIAL		3,000.00
01-21522	MORIARTY RENTALS	I-202003025199	101-4-411-4251	COP RENT		595.00

DEPARTMENT 411 WELFARE TOTAL: 3,602.04

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 421 COMMUNITY HEALTH NURSE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025071	101-4-421-4250	COPIER CONTRACT		50.75
				DEPARTMENT 421 COMMUNITY HEALTH NURSE TOTAL:		50.75

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 441 BEHAVIORAL HEALTH BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10264	BLACKBURN & STEVENS PRO	I-202003025086	101-4-441-4290	CAA INV MENTAL ILLNESS HEARIN		166.00
01-11634	KENNEDY PIER KNOFF LOFT	I-202003025162	101-4-441-4290	CAA INV MENTAL ILLNESS HEARIN		50.50
01-11788	LEWIS & CLARK BEHAVIORA	I-202003025168	101-4-441-4220	MENTAL HEALTH INTAKES		712.00
01-11805	LINCOLN COUNTY AUDITOR	I-202003025171	101-4-441-4220	MENTAL ILLNESS HEARING CHARGE		1,740.75
01-12179	NANCY J NELSON	I-202003035207	101-4-441-4220	MENTAL HEALTH BRD CHAIR TIME		106.70
01-13441	YANKTON COUNTY SHERIFF	I-202003035264	101-4-441-4270	SERVICE OF PROCESS #202005164		50.00
01-13441	YANKTON COUNTY SHERIFF	I-202003035265	101-4-441-4270	SERVICE OF PROCESS #202005049		50.00
01-20920	LEWNO, LUCY	I-202003025169	101-4-441-4220	INV MENTAL ILLNESS HEARING		323.00
01-21605	KATTERHAGEN, MARK	I-202003025161	101-4-441-4220	INV MENTAL ILLNESS HEARING		27.00
01-22147	DARCY LOCKWOOD	I-202003025172	101-4-441-4220	INV MENTAL ILLNESS HEARING		27.00
01-22548	VER BEEK LAW PROF, LLC	I-202003035251	101-4-441-4290	CAA INV MENTAL ILLNESS HEARIN		235.25

DEPARTMENT 441 BEHAVIORAL HEALTH TOTAL: 3,488.20

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 444 ECMH-CD BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10886	EAST CENTRAL BEHAVIORAL	I-202003025121	101-4-444-4290	2020 BUDGET ALLOCATION		150,000.00
				DEPARTMENT 444 ECMH-CD	TOTAL:	150,000.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 528 BCOAC BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202003025094	101-4-528-4280	UTILITIES		1,601.31
01-10541	CENTURY BUSINESS PRODUC	I-202003025105	101-4-528-4220	COPIER CONTRACT		284.77
01-10986	THE EXCHANGE	I-202003025135	101-4-528-4340	BCOAC GUNS		1,552.00
01-11921	WELLS FARGO	I-202003035258	101-4-528-4260	AMMUNITION, TARGETS		149.49
01-11921	WELLS FARGO	I-202003035258	101-4-528-4220	GOOGLE SUITE		24.00
01-11921	WELLS FARGO	I-202003035258	101-4-528-4220	SIGNUP GENIUS		107.89
01-12236	NORTHWESTERN ENERGY	I-202003035210	101-4-528-4280	NATURAL GAS UTILITIES		1,445.71
01-12666	RUNNING'S SUPPLY INC	I-202003035229	101-4-528-4260	SUPPLIES		442.21
01-22459	JACKRABBIT SPORTS PROPE	I-202003025160	101-4-528-4230	BCOAC ADVERTISING		1,000.00
01-22494	MIDCO BUSINESS	I-202003025182	101-4-528-4230	BCOAC ADVERTISING		72.00
				DEPARTMENT 528 BCOAC	TOTAL:	6,679.38

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202003025104	101-4-611-4250	COPIER CONTRACT		128.26
01-11921	WELLS FARGO	I-202003035258	101-4-611-4260	FREE STANDING DESK, SUPPLIES		71.98
01-12261	OFFICE PEEPS INC	I-202003035213	101-4-611-4260	POST-ITS		3.84
01-12332	PARMELY, RONNY	I-202003035218	101-4-611-4270	EXTENSION BRD MILEAGE 2/18		11.76
01-13328	WALMART COMMUNITY	I-202003035254	101-4-611-4260	PROGRAMMING SNACKS, SUPPLIES		38.91
01-19736	MACK, SONIA	I-202003025176	101-4-611-4270	FEBRUARY 171MILES-PROGRAMMING		71.82
01-21144	JENNIFER PICKARD	I-202003035220	101-4-611-4270	EXTENSION BRD MILEAGE 2/18		12.60
01-21153	FORD, DEB	I-202003025141	101-4-611-4270	EXTENSION BRD MTG MILEAGE 2/1		20.16
01-22622	LAURA STERN	I-202003035240	101-4-611-4270	EXTENSION BRD MILEAGE 2/18		8.82

DEPARTMENT 611 COUNTY EXTENSION TOTAL: 368.15

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED CONTROL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10242	BEST WESTERN RAMKOTA IN	I-202003025085	101-4-615-4270	LODGING WEED&PEST CONFERENCE		459.95
01-10354	BROOKINGS CITY UTILITIE	I-202003025095	101-4-615-4260	UTILITIES		113.88
01-10354	BROOKINGS CITY UTILITIE	I-202003025096	101-4-615-4280	PHONE SERVICE		34.42
01-13185	TOWN & COUNTRY SHOPPER	I-202003035244	101-4-615-4230	2020 ANNUAL MTG PUBLISHING		168.00
01-20308	BAUER, TIM	I-202003025083	101-4-615-4270	MEAL REIMBURSEMENT CONFERENCE		46.00
01-20308	BAUER, TIM	I-202003025084	101-4-615-4270	MILEAGE CONFERENCE		9.24
01-21197	MOSER, MISTY	I-202003025200	101-4-615-4270	PER DIEM, CONFERENCE		72.00
				DEPARTMENT 615 WEED CONTROL	TOTAL:	903.49

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 711 PLANNING & ZONING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003025072	101-4-711-4250	COPIER CONTRACT		7.04
01-11453	HY-VEE FOOD STORE	I-202003025159	101-4-711-4260	ZONING MTG REFRESHMENTS 2/4		20.94
01-21502	STEVEN UST	I-202003035248	101-4-711-4221	BUILDING INSPECTIONS		900.00
01-21502	STEVEN UST	I-202003035249	101-4-711-4221	BUILDING INSPECTIONS		1,200.00

DEPARTMENT 711 PLANNING & ZONING TOTAL: 2,127.98

FUND 101 GENERAL FUND TOTAL: 444,079.23

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 201 ROAD & BRIDGE FUND

DEPARTMENT: 311 HIGHWAY ADMINISTRATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10204	BANNER ASSOCIATES	I-202003025082	201-4-311-4220	06-120-053		8,365.50
01-10204	BANNER ASSOCIATES	I-202003025082	201-4-311-4220	06-100-122U		3,689.75
01-10204	BANNER ASSOCIATES	I-202003025082	201-4-311-4220	06-100-159U		4,564.75
01-10204	BANNER ASSOCIATES	I-202003025082	201-4-311-4220	06-112-080		3,599.50
01-10664	CONCRETE MATERIALS INC	I-202003025115	201-4-311-4260	PEA ROCK		8,122.30
01-10740	DAKOTA FLUID POWER INC	I-202003025118	201-4-311-4260	PRESET OIL METER 0399		906.10
01-10799	SD DEPT OF TRANSPORTATI	I-202003035234	201-4-311-4221	169-239, 147-200 BRIDGES		10,222.63
01-10918	EINSPAHR AUTO PLAZA	I-202003025124	201-4-311-4260	OIL 0399, SEALANT 0399		62.22
01-10985	L. G. EVERIST, INC	I-202003025167	201-4-311-4290	ICING SAND		3,235.04
01-11800	LIGHT & SIREN	I-202003025170	201-4-311-4260	AMBER LIGHT, BEACON		1,613.00
01-11909	MARTIN OIL COMPANY	I-202003025178	201-4-311-4260	DIESEL PUMP, DIESEL		645.25
01-11909	MARTIN OIL COMPANY	I-202003025178	201-4-311-4265	DIESEL PUMP, DIESEL		1,264.29
01-11921	WELLS FARGO	I-202003035258	201-4-311-4260	TOOLS		1,684.03
01-12261	OFFICE PEEPS INC	I-202003035214	201-4-311-4260	OFFICE SUPPLIES		65.32
01-12423	PLASTIC WORKS	I-202003035221	201-4-311-4250	INSTALL LINING IN BELLY DUMP		7,450.00
01-12666	RUNNING'S SUPPLY INC	I-202003035230	201-4-311-4260	SHOP SUPPLIES		794.63
01-12787	SD PUBLIC ASSURANCE ALL	I-202003035237	201-4-311-4210	JD 644K LOADER W/4.25 BUCKET		270.93
01-13291	VERIZON WIRELESS	I-202003035252	201-4-311-4280	WIRELESS SERVICE		40.01
01-13328	WALMART COMMUNITY	I-202003035253	201-4-311-4260	OFFICE SUPPLIES		76.46
01-19285	VANDER HAAG'S INC	I-202003035250	201-4-311-4260	FUSE BOX 0584		125.00
01-19595	FOERSTER TESTING LIMITE	I-202003025139	201-4-311-4250	BROWNLEE PIT TESTING		160.00
01-19629	CODINGTON COUNTY AUDITO	I-202003025113	201-4-311-4270	10 COUNTY REGISTRATION		12.00
01-20143	CITY OF BROOKINGS	I-202003025111	201-4-311-4220	INTERCHANGE CIVIL DESIGN INC		6,338.75
01-20236	RDO EQUIPMENT CO	I-202003035225	201-4-311-4260	HYDRA OIL INVENTORY ITEM		3,661.20
01-20241	MATHESON TRI-GAS INC	I-202003025179	201-4-311-4260	WELDING SUPPLIES		755.22
01-20512	CHS	I-202003025107	201-4-311-4265	DIESEL		17,675.18
01-21966	BLACKSTRAP INC	I-202003025087	201-4-311-4290	ROAD SALT		14,137.65
01-22240	KIBBLE EQUIPMENT LLC	I-202003025163	201-4-311-4260	SCREWS, ADAPTER, PARTS		582.59
01-22342	CINTAS CORPORATION	I-202003025108	201-4-311-4250	LAUNDRY SERVICES		243.79
01-22456	BRIAN GUSTAD	I-202003025146	201-4-311-4270	REIMBURSE FLIGHT TO NACE		485.70
01-22469	KIMBALL MIDWEST	I-202003025164	201-4-311-4260	SHOP SUPPLIES		2,267.74
01-22603	KYLE'S TOOLS	I-202003025165	201-4-311-4260	SHOP TOOLS		3,716.69
01-22632	CUSTOM TRUCK EQUIPMENT	I-202003025117	201-4-311-4260	FRONT BUMPER 0399		1,325.00
01-22633	ALEX STUEFEN	I-202003035241	201-4-311-4260	BOOT ALLOWANCE		202.34

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 108,360.56

FUND 201 ROAD & BRIDGE FUND TOTAL: 108,360.56

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 207 E-911 FUND

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20143	CITY OF BROOKINGS	I-202003025112	207-3-3610000	E911 2019 INTEREST		208.13
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	208.13

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 207 E-911 FUND

DEPARTMENT: 225 911 SERVICES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20143	CITY OF BROOKINGS	I-202003025112	207-4-225-4220	E911 SEPT, OCT, NOV		81,108.10
				DEPARTMENT 225 911 SERVICES	TOTAL:	81,108.10
				FUND 207 E-911 FUND	TOTAL:	81,316.23

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 248 24/7 PROGRAM

DEPARTMENT: 212 24/7 PROGRAM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21649	PHARMCHEM INC	I-202003035219	248-4-212-4260	SWEAT PATCH ANALYSIS		28.55
				DEPARTMENT 212 24/7 PROGRAM	TOTAL:	28.55
				FUND 248 24/7 PROGRAM	TOTAL:	28.55

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 301 COUNTY BUILDING FUND

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	301-1-1080000	PROPERTY TAX REFUND		4.42
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	4.42
				FUND 301 COUNTY BUILDING FUND	TOTAL:	4.42

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	304-1-1080000	PROPERTY TAX REFUND		6.99
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	6.99

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: 890 DETENTION CNTR EXPANSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22167	BOARMAN KROOS VOGEL GRO	I-202003025088	304-4-890-4220	DENTENTION CNTR EXPANSION		46,847.23
				DEPARTMENT 890 DETENTION CNTR EXPANSI TOTAL:		46,847.23
				FUND 304 DETENTION CNTR EXPANSI TOTAL:		46,854.22

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 705 ELKTON (5-3)

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	705-1-1080000	PROPERTY TAX REFUND		327.14
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	327.14
				FUND 705 ELKTON (5-3)	TOTAL:	327.14

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 717 ELKTON CITY

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	717-1-1080000	PROPERTY TAX REFUND		387.75
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	387.75
				FUND 717 ELKTON CITY	TOTAL:	387.75

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 724 WATER CONSERVANCY

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22621	STEVEN SKEELS	I-202003035239	724-1-1080000	PROPERTY TAX REFUND		1.06
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	1.06
				FUND 724 WATER CONSERVANCY	TOTAL:	1.06

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 761 SHERIFF TRUST

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10370	BROOKINGS CREDIT BUREAU	I-202003025097	761-2-2090000	BRK CREDIT BUREAU VS XXXX		993.20
01-10990	EXPRESS COLLECTIONS	I-202003025136	761-2-2090000	EXPRESS COLLECTIONS VS XXXX		524.40

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 1,517.60

FUND 761 SHERIFF TRUST TOTAL: 1,517.60

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02235 Claims Payable 3/10/20

FUND : 770 TAX SALE REDEMPTION

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22448	EMPIRE INVESTMENTS LLC	I-202003025126	770-2-2090000	CERT#19-119 XXXX 1479		780.81
01-22448	EMPIRE INVESTMENTS LLC	I-202003025127	770-2-2090000	CERT#19-109 XXXX 1478		692.72
01-22448	EMPIRE INVESTMENTS LLC	I-202003025128	770-2-2090000	CERT#19-2 XXXX 1476		2,965.00
01-22448	EMPIRE INVESTMENTS LLC	I-202003025129	770-2-2090000	CERT#19-115 XXXX 1477		2,399.63
01-22448	EMPIRE INVESTMENTS LLC	I-202003025130	770-2-2090000	CERT#19-75 XXXX 1472		11,254.72
01-22448	EMPIRE INVESTMENTS LLC	I-202003025131	770-2-2090000	CERT 19-30 XXXX 1468		12,813.01
01-22448	EMPIRE INVESTMENTS LLC	I-202003025132	770-2-2090000	CERT#19-174 XXXX 1467		2,743.40

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 33,649.29

FUND 770 TAX SALE REDEMPTION TOTAL: 33,649.29

REPORT GRA TOTAL: 716,526.05

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2020	101-1-1080000	TAXES RECEIVABLE-CURRENT	172.58						
	101-4-111-4230	PUBLISHING	30.96	40,000	35,355.53				
	101-4-111-4250	REPAIR & MAINT.	105.60	4,000	3,798.40				
	101-4-111-4267	POSTAGE	10,992.45	32,500	15,822.30				
	101-4-111-4270	TRAVEL & CONFERENCE	36.00	15,000	14,449.00				
	101-4-111-4340	MACHINERY & MINOR EQUIP.	26,722.00	30,000	3,278.00				
	101-4-120-4350	ELECTION EQUIPMENT	10,980.78	25,000	14,019.22				
	101-4-130-4222	ADULT DEFENSE	17,781.73	525,000	410,397.33				
	101-4-130-4223	JUVENILE DEFENSE	616.75	30,000	19,716.95				
	101-4-130-4224	TRANSCRIPTS (LIENABLE)	68.40	5,000	4,931.60				
	101-4-130-4226	TRANSCRIPTS (NON)	518.60	9,000	7,916.60				
	101-4-130-4230	BLOOD TESTS	16,852.00	95,000	60,667.00				
	101-4-130-4280	JURY & WITNESS	540.57	15,000	12,751.79				
	101-4-130-4290	COURT CASE EXPENSE	2,025.00	40,000	37,546.00				
	101-4-130-4340	LAW LIBRARY	35.00	20,000	19,965.00				
	101-4-143-4250	REPAIR & MAINT.	161.73	3,400	3,108.47				
	101-4-143-4260	SUPPLIES & MATERIALS	476.82	15,000	10,672.56				
	101-4-143-4270	TRAVEL & CONFERENCE	24.00	6,000	5,886.96				
	101-4-143-4280	UTILITIES	53.00	2,800	2,374.50				
	101-4-151-4260	SUPPLIES & MATERIALS	1,297.84	30,000	24,667.09				
	101-4-161-4241	RENTAL/COMM. HEALTH	960.00	11,000	8,950.00				
	101-4-161-4243	ADMIN BUILDING OPERATION E	3,131.14	200,000	185,569.26				
	101-4-161-4250	REPAIRS AND MAINTENANCE	972.35	90,000	66,496.81				
	101-4-161-4260	SUPPLIES & MATERIALS	71.50	6,000	5,448.78				
	101-4-161-4280	UTILITIES/COURTHOUSE	3,623.13	53,000	44,271.97				
	101-4-161-4282	UTILITIES/1921 BLDG.	81.64	725	548.23				
	101-4-161-4283	UTILITIES/COMM. HEALTH	295.20	3,000	2,337.40				
	101-4-162-4260	SUPPLIES &N MATERIALS	5.00	8,500	8,087.29				
	101-4-162-4270	TRAVEL & CONFERENCE	350.00	12,000	11,575.97				
	101-4-163-4260	SUPPLIES & MATERIALS	105.59	1,500	1,340.00				
	101-4-163-4270	TRAVEL & CONFERENCE	12.00	500	488.00				
	101-4-165-4270	TRAVEL & CONFERENCE	45.85	5,000	4,954.15				
	101-4-171-4221	DATA PROCESSING/SOFTWARE	17,152.86	212,955	73,405.41				
	101-4-171-4250	REPAIRS AND MAINTENANCE	71.69	800	656.62				
	101-4-171-4260	SUPPLIES	13,273.38	28,300	12,773.69				
	101-4-172-4230	PUBLISHING	170.72	7,000	6,829.28				
	101-4-172-4250	REPAIRS AND MAINTENANCE	21.12	800	759.68				
	101-4-211-4220	PROFESSIONAL SERV. & FEES	129.00	6,000	3,942.42				
	101-4-211-4221	ANIMAL CONTROL	174.66	5,000	4,602.82				
	101-4-211-4250	REPAIRS AND MAINTENANCE	698.42	42,000	39,390.82				
	101-4-211-4260	SUPPLIES & MATERIALS	27.97	20,000	19,351.72				
	101-4-211-4261	OFFICE SUPPLIES	137.57	4,500	3,564.69				
	101-4-211-4280	UTILITIES	1,418.09	20,000	16,112.03				
	101-4-211-4340	MACHINERY & EQUIPMENT	83,719.88	104,500	19,660.26				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-4-211-4350	FURNITURE & MINOR EQUIP.	13,932.00	22,932	9,000.00				
	101-4-212-4250	REPAIRS AND MAINTENANCE	332.33	40,000	39,140.49				
	101-4-212-4260	SUPPLIES & MATERIALS	2,902.62	45,000	35,916.47				
	101-4-212-4261	MEDICAL (PRISONERS)	53.75	3,000	2,817.57				
	101-4-212-4263	MEDICAL SERVICE/LIENABLE	1,295.50	34,000	32,593.60				
	101-4-212-4272	PRISONER HOUSING	595.00	3,000	2,865.00-	Y			
	101-4-212-4280	UTILITIES	2,906.59	42,000	34,961.13				
	101-4-212-4290	PRISONER RATION	27,803.48	275,000	224,005.18				
	101-4-214-4291	JDC-MINNEHAHA COUNTY	10,897.40	100,000	89,102.60				
	101-4-411-4251	RENT	595.00	30,000	25,828.00				
	101-4-411-4255	FUNERALS	3,000.00	20,000	17,000.00				
	101-4-411-4270	OFFICE	7.04	500	486.56				
	101-4-421-4250	REPAIRS AND MAINTENANCE	50.75	1,101	989.87				
	101-4-441-4220	PROFESSIONAL SERV. & FEES	2,936.45	50,000	39,339.96				
	101-4-441-4270	TRAVEL	100.00	1,200	900.00				
	101-4-441-4290	CRT APPORT. ATT'Y/M.I.	451.75	20,000	18,673.55				
	101-4-444-4290	OTHERS	150,000.00	150,000	0.00				
	101-4-528-4220	PROFESSIONAL SERV & FEES	416.66	4,500	2,686.69				
	101-4-528-4230	PUBLISHING	1,072.00	20,000	14,990.00				
	101-4-528-4260	SUPPLIES & MATERIALS	591.70	35,000	31,786.97				
	101-4-528-4280	UTILITIES	3,047.02	40,000	33,585.55				
	101-4-528-4340	MACHINERY & MINOR EQUIPMEN	1,552.00	5,000	3,448.00				
	101-4-611-4250	REPAIRS AND MAINTENANCE	128.26	6,000	5,689.51				
	101-4-611-4260	SUPPLIES & MATERIALS	114.73	11,000	8,772.66				
	101-4-611-4270	TRAVEL & CONFERENCE	125.16	5,000	4,790.42				
	101-4-615-4230	PUBLISHING	168.00	1,100	619.82				
	101-4-615-4260	SUPPLIES & MATERIALS	113.88	60,000	58,900.35				
	101-4-615-4270	TRAVEL & CONFERENCE	587.19	3,300	2,712.81				
	101-4-615-4280	TELEPHONE	34.42	2,500	2,281.16				
	101-4-711-4221	INSPECTION FEES	2,100.00	20,430	17,330.00				
	101-4-711-4250	REPAIRS & MAINTENANCE	7.04	2,160	2,035.88				
	101-4-711-4260	SUPPLIES & MATERIALS	20.94	3,915	1,927.49				
	201-4-311-4210	OTHER INSURANCE	270.93	55,000	54,729.07				
	201-4-311-4220	PROFESSIONAL SERVICES	26,558.25	250,000	223,441.75				
	201-4-311-4221	BIG MATCHING GRANT	10,222.63	2,146,739	2046,625.51				
	201-4-311-4250	REPAIRS & MAINT.	7,853.79	2,000,000	1978,428.37				
	201-4-311-4260	SUPPLIES & MATERIALS	26,605.09	1,100,000	1015,488.79				
	201-4-311-4265	FUEL/GASOLINE	18,939.47	200,000	163,649.23				
	201-4-311-4270	TRAVEL & CONFERENCE	497.70	6,750	5,663.73				
	201-4-311-4280	UTILITIES	40.01	30,000	26,148.39				
	201-4-311-4290	SNOW REMOVAL	17,372.69	60,000	16,121.07				
	207-3-3610000	INTEREST FROM B*NON-EXPENS	208.13	1,000-	1,160.73-				
	207-4-225-4220	PROF SRVC/FEE BRK CTY DISP	81,108.10	340,000	258,891.90				
	248-4-212-4260	SUPPLIES & MATERIALS	28.55	30,000	29,057.39				
	301-1-1080000	TAXES RECEIVABLE-CURRENT	4.42						

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	304-1-1080000	TAXES RECEIVABLE-CURRENT	6.99						
	304-4-890-4220	PROFESSIONAL SERVICES	46,847.23	150,000	74,344.06				
	705-1-1080000	TAXES RECEIVABLE-CURRENT	327.14						
	717-1-1080000	TAXES RECEIVABLE-CURRENT	387.75						
	724-1-1080000	TAXES RECEIVABLE-CURRENT	1.06						
	761-2-2090000	AM'T HELD FOR SHERIFF TRUS	1,517.60						
	770-2-2090000	DUE TO CERTIFICATE HOLDER	33,649.29						
		** 2020 YEAR TOTALS	716,526.05						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	172.58
101-111	COMMISSIONERS	37,887.01
101-120	ELECTIONS	10,980.78
101-130	JUDICIAL SYSTEM	38,438.05
101-143	FINANCE OFFICE	715.55
101-151	STATES ATTORNEY	1,297.84
101-161	COUNTY BUILDING	9,134.96
101-162	DIRECTOR OF EQUALIZATION	355.00
101-163	REGISTER OF DEEDS	117.59
101-165	VETERAN'S SERVICE	45.85
101-171	INFORMATION TECHNOLOGY	30,497.93
101-172	HUMAN RESOURCES	191.84
101-211	SHERIFF'S OFFICE	100,237.59
101-212	COUNTY JAIL	35,889.27
101-214	JUVENILE DETENTION	10,897.40
101-411	WELFARE	3,602.04
101-421	COMMUNITY HEALTH NURSE	50.75
101-441	BEHAVIORAL HEALTH	3,488.20
101-444	ECMH-CD	150,000.00
101-528	BCOAC	6,679.38
101-611	COUNTY EXTENSION	368.15
101-615	WEED CONTROL	903.49
101-711	PLANNING & ZONING	2,127.98
101 TOTAL	GENERAL FUND	444,079.23

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-311	HIGHWAY ADMINISTRATION	108,360.56
201 TOTAL	ROAD & BRIDGE FUND	108,360.56
207	NON-DEPARTMENTAL	208.13
207-225	911 SERVICES	81,108.10
207 TOTAL	E-911 FUND	81,316.23
248-212	24/7 PROGRAM	28.55
248 TOTAL	24/7 PROGRAM	28.55
301	NON-DEPARTMENTAL	4.42
301 TOTAL	COUNTY BUILDING FUND	4.42
304	NON-DEPARTMENTAL	6.99
304-890	DETENTION CNTR EXPANSION	46,847.23
304 TOTAL	DETENTION CNTR EXPANSION	46,854.22
705	NON-DEPARTMENTAL	327.14
705 TOTAL	ELKTON (5-3)	327.14
717	NON-DEPARTMENTAL	387.75
717 TOTAL	ELKTON CITY	387.75
724	NON-DEPARTMENTAL	1.06
724 TOTAL	WATER CONSERVANCY	1.06
761	NON-DEPARTMENTAL	1,517.60
761 TOTAL	SHERIFF TRUST	1,517.60
770	NON-DEPARTMENTAL	33,649.29
770 TOTAL	TAX SALE REDEMPTION	33,649.29
	** TOTAL **	716,526.05

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11552	JENSEN, LARRY	I-20200226-11552	101-4-111-4280	CELL PHONE REIMBURSEMENT		75.00
01-13058	STEFFENSEN, STACY	I-20200226-13058	101-4-111-4280	CELL PHONE REIMBURSEMENT		105.00
01-20230	BARTLEY, MICHAEL	I-20200226-20230	101-4-111-4280	CELL PHONE REIMBURSEMENT		75.00
01-21131	KROGMAN, RYAN	I-20200226-21131	101-4-111-4280	CELL PHONE REIMBURSEMENT		75.00
01-22022	LEE ANN PIERCE	I-20200226-22022	101-4-111-4280	CELL PHONE REIMBURSEMENT		75.00
01-22467	ANGELA BOERSMA	I-20200226-22467	101-4-111-4280	CELL PHONE REIMBURSEMENT		75.00

DEPARTMENT 111 COMMISSIONERS TOTAL: 480.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10451	BUSETH, VICKI	I-20200226-10451	101-4-120-4260	CELL PHONE REIMBURSEMENT		5.25
01-13422	WITCHEY, KRISTEN	I-20200226-13422	101-4-120-4260	CELL PHONE REIMBURSEMENT		15.00
				DEPARTMENT 120 ELECTIONS	TOTAL:	20.25

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 143 FINANCE OFFICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10451	BUSETH, VICKI	I-20200226-10451	101-4-143-4280	CELL PHONE REIMBURSEMENT		99.75
01-13422	WITCHEY, KRISTEN	I-20200226-13422	101-4-143-4280	CELL PHONE REIMBURSEMENT		60.00

DEPARTMENT 143 FINANCE OFFICE TOTAL: 159.75

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22464	DAN C NELSON	I-20200226-22464	101-4-151-4280	CELL PHONE REIMBURSEMENT		105.00
01-22547	BENJAMIN KLEINJAN	I-20200226-22547	101-4-151-4280	CELL PHONE REIMBURSEMENT		105.00
01-22561	PAIGE PETERSEN	I-20200226-22561	101-4-151-4280	CELL PHONE REIMBURSEMENT		105.00
				DEPARTMENT 151 STATES ATTORNEY	TOTAL:	315.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19787	HEIDEMANN, TERRANCE	I-20200226-19787	101-4-161-4280	CELL PHONE REIMBURSEMENT		15.00
01-22457	JUSTIN JOHNSON	I-20200226-22457	101-4-161-4280	CELL PHONE REIMBURSEMENT		30.00
				DEPARTMENT 161 COUNTY BUILDING	TOTAL:	45.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11666	LARRY KLINGBILE	I-20200226-11666	101-4-162-4280	CELL PHONE REIMBURSEMENT		30.00
01-19564	BREHMER, JACOB	I-20200226-19564	101-4-162-4280	CELL PHONE REIMBURSEMENT		105.00
01-19565	HIEB, JERE	I-20200226-19565	101-4-162-4280	CELL PHONE REIMBURSEMENT		30.00
01-22217	REID SQUIRES	I-20200226-22217	101-4-162-4280	CELL PHONE REIMBURSEMENT		30.00
01-22527	RUSTY BRANDSRUD	I-20200226-22527	101-4-162-4280	CELL PHONE REIMBURSEMENT		30.00

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 225.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10548	CHAPMAN, BEVERLY	I-20200226-10548	101-4-163-4280	CELL PHONE REIMBURSEMENT		105.00
				DEPARTMENT 163 REGISTER OF DEEDS	TOTAL:	105.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERAN'S SERVICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20191	HOLZHAUSER, MICHAEL	I-20200226-20191	101-4-165-4280	CELL PHONE REIMBURSEMENT		86.10
				DEPARTMENT 165 VETERAN'S SERVICE	TOTAL:	86.10

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 171 INFORMATION TECHNOLOGY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21618	PLOWMAN, SHAWN	I-20200226-21618	101-4-171-4280	CELL PHONE REIMBURSEMENT		90.00
01-22472	ERIC METTE	I-20200226-22472	101-4-171-4280	CELL PHONE REIMBURSEMENT		75.00

DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL: 165.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21600	LITTLECOTT, LAURA	I-20200226-21600	101-4-172-4280	CELL PHONE REIMBURSEMENT		45.00
				DEPARTMENT 172 HUMAN RESOURCES	TOTAL:	45.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF'S OFFICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11156	GIEGLING, MIKE	I-20200226-11156	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-11248	HAIDER, DARIN	I-20200226-11248	101-4-211-4280	CELL PHONE REIMBURSEMENT		60.00
01-12403	JON PIKE	I-20200226-12403	101-4-211-4280	CELL PHONE REIMBURSEMENT		60.00
01-12861	SEBRING, SCOTT	I-20200226-12861	101-4-211-4280	CELL PHONE REIMBURSEMENT		105.00
01-13030	STANWICK, MARTIN	I-20200226-13030	101-4-211-4280	CELL PHONE REIMBURSEMENT		105.00
01-19787	HEIDEMANN, TERRANCE	I-20200226-19787	101-4-211-4280	CELL PHONE REIMBURSEMENT		15.00
01-20493	KRIESE, JEREMY	I-20200226-20493	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-21550	LANGSTRAAT, MANUAL	I-20200226-21550	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-21569	MCCREA, DON	I-20200226-21569	101-4-211-4280	CELL PHONE REIMBURSEMENT		15.00
01-22045	KEVIN MURFIELD	I-20200226-22045	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-22148	SUZANNE BJORDAL	I-20200226-22148	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-22363	DANE LARSEN	I-20200226-22363	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-22506	JEFFREY CONRAD	I-20200226-22506	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-22507	CODY SUNDERLAND	I-20200226-22507	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00
01-22508	BRYAN SCHREUR	I-20200226-22508	101-4-211-4280	CELL PHONE REIMBURSEMENT		30.00

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 630.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13118	SWEEBE, BART	I-20200226-13118	101-4-212-4280	CELL PHONE REIMBURSEMENT		105.00
01-21450	BITELER, DAVID	I-20200226-21450	101-4-212-4280	CELL PHONE REIMBURSEMENT		30.00
				DEPARTMENT 212 COUNTY JAIL	TOTAL:	135.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 213 CORONER BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22019	HIEB, RICHARD	I-20200226-22019	101-4-213-4280	CELL PHONE REIMBURSEMENT		30.00
				DEPARTMENT 213 CORONER	TOTAL:	30.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 411 WELFARE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20191	HOLZHAUSER, MICHAEL	I-20200226-20191	101-4-411-4280	CELL PHONE REIMBURSEMENT		18.90
01-22430	EILEEN ABERLE	I-20200226-22430	101-4-411-4280	CELL PHONE REIMBURSEMENT		45.00
				DEPARTMENT 411 WELFARE	TOTAL:	63.90

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED CONTROL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21197	MOSER, MISTY	I-20200226-21197	101-4-615-4280	CELL PHONE REIMBURSEMENT		75.00
				DEPARTMENT 615 WEED CONTROL	TOTAL:	75.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 101 GENERAL FUND

DEPARTMENT: 711 PLANNING & ZONING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11308	RICHARD HAUGEN	I-20200226-11308	101-4-711-4280	CELL PHONE REIMBURSEMENT		45.00
01-11365	HILL, ROBERT	I-20200226-11365	101-4-711-4280	CELL PHONE REIMBURSEMENT		26.25
				DEPARTMENT 711 PLANNING & ZONING	TOTAL:	71.25
				FUND 101 GENERAL FUND	TOTAL:	2,651.25

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 201 ROAD & BRIDGE FUND

DEPARTMENT: 311 HIGHWAY ADMINISTRATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10106	ANDERSON, JEFFREY G	I-20200226-10106	201-4-311-4280	CELL PHONE REIMBURSEMENT		75.00
01-11118	FRIEDRICH, CLIFF	I-20200226-11118	201-4-311-4280	CELL PHONE REIMBURSEMENT		45.00
01-11226	GROSS, LINDA	I-20200226-11226	201-4-311-4280	CELL PHONE REIMBURSEMENT		30.00
01-22455	DAVE BUBLITZ	I-20200226-22455	201-4-311-4280	CELL PHONE REIMBURSEMENT		45.00
01-22456	BRIAN GUSTAD	I-20200226-22456	201-4-311-4280	CELL PHONE REIMBURSEMENT		105.00

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 300.00

FUND 201 ROAD & BRIDGE FUND TOTAL: 300.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02233 March Cell Phones 3/10/20

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY & DISASTER SERV BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11365	HILL, ROBERT	I-20200226-11365	226-4-222-4280	CELL PHONE REIMBURSEMENT		78.75
				DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL:		78.75
				FUND 226 EMERGENCY MANAGEMENT TOTAL:		78.75
				REPORT GRA TOTAL:		3,030.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2020	101-4-111-4280	UTILITIES	480.00	5,760	4,320.00				
	101-4-120-4260	ELECTION SUPPLIES	20.25	15,000	14,266.74				
	101-4-143-4280	UTILITIES	159.75	2,800	2,267.75				
	101-4-151-4280	TELEPHONE	315.00	5,000	4,055.00				
	101-4-161-4280	UTILITIES/COURTHOUSE	45.00	53,000	47,850.10				
	101-4-162-4280	TELEPHONE	225.00	2,700	2,025.00				
	101-4-163-4280	TELEPHONE	105.00	1,260	945.00				
	101-4-165-4280	TELEPHONE	86.10	1,200	941.70				
	101-4-171-4280	UTILITIES & TELEPHONE	165.00	1,980	1,485.00				
	101-4-172-4280	UTILITIES & TELEPHONE	45.00	540	405.00				
	101-4-211-4280	UTILITIES	630.00	20,000	16,900.12				
	101-4-212-4280	UTILITIES	135.00	42,000	37,732.72				
	101-4-213-4280	TELEPHONE	30.00	360	270.00				
	101-4-411-4280	TELEPHONE	63.90	1,000	808.30				
	101-4-615-4280	TELEPHONE	75.00	2,500	2,240.58				
	101-4-711-4280	TELEPHONE	71.25	900	686.25				
	201-4-311-4280	UTILITIES	300.00	30,000	25,888.40				
	226-4-222-4280	TELEPHONE	78.75	1,000	763.75				
		** 2020 YEAR TOTALS	3,030.00						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	480.00
101-120	ELECTIONS	20.25
101-143	FINANCE OFFICE	159.75
101-151	STATES ATTORNEY	315.00
101-161	COUNTY BUILDING	45.00
101-162	DIRECTOR OF EQUALIZATION	225.00
101-163	REGISTER OF DEEDS	105.00
101-165	VETERAN'S SERVICE	86.10
101-171	INFORMATION TECHNOLOGY	165.00
101-172	HUMAN RESOURCES	45.00
101-211	SHERIFF'S OFFICE	630.00
101-212	COUNTY JAIL	135.00
101-213	CORONER	30.00
101-411	WELFARE	63.90
101-615	WEED CONTROL	75.00
101-711	PLANNING & ZONING	71.25

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101 TOTAL	GENERAL FUND	2,651.25
201-311	HIGHWAY ADMINISTRATION	300.00
201 TOTAL	ROAD & BRIDGE FUND	300.00
226-222	EMERGENCY & DISASTER SERV	78.75
226 TOTAL	EMERGENCY MANAGEMENT	78.75
	** TOTAL **	3,030.00

NO ERRORS

** END OF REPORT **

Brookings County Finance Office
Vicki Buseth, Finance Officer
520 3rd Street Suite 100◆Brookings, SD 57006
Phone: (605) 696-8250
vbuseth@brookingscountysd.gov

February 26, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: Auditor Account with the Treasurer

Attached is the Auditor Account with the Treasurer that was missing from the January Finance Officers Report. It is a "Be it Noted Item"

Also included is a year-end report of what was spent for 2019 and also what was left in the budget and rolled into fund balance.

I've also included a revenue report for 2019.

Auditor's Account with the Treasurer

January 31, 2020

Auditor's Statement

General Fund	$	15,769,605.94
Road & Bridge	$	5,477,987.93
County Building	$	3,399,242.91
Debt Service/TIF	$	-
Total Major Funds	$	24,646,836.78
Non-Major County Funds	$	910,296.96
Agency Funds	$	2,861,734.55
Outstanding Credit Cards		
Reconciling Items:		
Reconciling Items:	$	-
GRAND TOTAL	**$**	**28,418,868.29**

Treasurer's Statement

Total Amount of Deposits in Banks	$	28,473,360.67
Checking Account Balance		
1st Bank & Trust, Brookings (AP/PR)	$	165,110.51
1st Bank & Trust, Brookings (daily)	$	9,847.58
Money Market Accounts		
1st Bank & Trust, Brookings (Daily)	$	7,737,191.62
Other Money Markets	$	8,629,929.02
Fiscal Agent/TIF/Verasun	$	-
HVAC	$	-
Investment Money Market	$	8,927,281.94
CD's - Certificates of Deposit	$	3,004,000.00
Currency	$	13,196.00
Coins	$	5.01
Checks Not Exceeding 3 days	$	89,598.92
Change Funds	$	3,905.00
Subtotal (total in Red Book)	$	28,580,065.60
Reconciling Items - Outstanding Deposit	$	(188,808.03)
Reconciling Item - Treasurer Check Error	$	(20.20)
Reconciling Item - Treasurer Check Error		
Reconciling Items-interest	$	27,678.12
Reconciling Item-charges	$	(47.20)
GRAND TOTAL	**$**	**28,418,868.29**

EXPENSE BUDGET

Department	2019 Beginning	Contingency Transfers	Supplemental Budget Transfers	Total Budget 2019	2019 Ending Budget Roll to Fund Balance
Commission	573,497	30,000	43,000	646,497	17,813
Contingency	630,682			630,682	376,682
Elections	75,521			75,521	55,750
Judicial	786,000	10,000		796,000	32,178
Finance	595,967			595,967	20,878
States Attorney	739,277			739,277	117,390
County Building	464,928			464,928	47,230
Director of Equalization	530,542			530,542	33,690
Register of Deeds	223,071			223,071	973
Veterans	94,977			94,977	12,747
IT	444,607			444,607	33,009
Human Resources	120,742			120,742	10,718
Sheriff	1,723,045			1,723,045	69,226
Jail	1,328,982	111,000		1,439,982	28,173
Coroner	32,069			32,069	4,643
Juvenile Detention	142,500			142,500	4,942
Drainage	1,600			1,600	886
Human Services	229,693			229,693	73,374
Community Health	74,717			74,717	3,581
WIC	23,997			23,997	1,405
Behavioral Health	91,200	25,000		116,200	30,974
BCOAC	309,641	25,000		334,641	5,486
Extension	131,165			131,165	19,656
Weed	347,106			347,106	71,946
Planning & Zoning	206,256			206,256	19,167
Transfers Out	3,085,000			3,085,000	750,000
	13,006,782	201,000	43,000	13,250,782	1,842,517

Hwy Road & Bridge	7,969,268			7,969,268	1,431,681
					1,431,681
Emergency Mangament	116,190	53,000		169,190	978
					978
24/7	72,424		40,000	112,424	4,484
					4,484
ROD Relief	12,900			12,900	5,234
					5,234
County Building (301)	928,000			928,000	686,918
County Bldg Debt	121,648			121,648	1
					686,919
Detention Cen Exp (304)	7,400,000			7,400,000	7,099,377
Debt Service (401)	500,000			500,000	500,000
		254,000	83,000		
		Total Conting	Total Supp Transf		
Fire Dept trust	110,000			110,000	78,696
					Went into Long Term Fire

REVENUE BUDGET

General Fund we received 101.45% which was $207,468. over budget

Highway Revenue we received 106.39 % was $388,940. was over budget

Emergency Mangment we received 105.73% which was $7,391. over budget

ROD Relief Fund we received 100.63% which was $117. over budget

County Building Fund we were 108% $37,112 over budget

January 22, 2020 thru February 3, 2020

Highway Department

- Banner
  - 06-120-053 – Big Sioux River Bridge north of Bruce $8,365.50
  - 06-100-122U – Small Structure North of Volga $3,689.75
  - 06-100-159U – Small Structure South of Volga $4,564.75
  - 06-112-080 - Big Sioux River Bridge south of Bruce $3,599.50

  Total $20,219.50

  Black Strap - Salt/6 Semi Loads Total $14,137.65

  CHS – Fuel – 3 Refills Brookings Total $17,675.18
  2 Refills White
  2 Refills Sinai
  2 Refills Bruce

- SDDOT
  - 06-169-239 – Big Sioux River Bridge south on 77 (south) $6,009.89
  - 06-147-200 – Big Sioux River Bridge 4s & 2.3w of Brookings on 216th St. $4,212.74

  Total $10,222.63

- February 25, 2020 at 11:00 am publicly opened bids for Annual Supplies & Materials, Chip Seal, and asphalt patching.

- February 26 & 27, 2020 Annual MSHA (Miner Safety and Health Administration) Training

- February 27, 2020 Brookings County was granted $1,375,000 for the Sioux River north of Bruce. This award was thru the Bridge Improvement Grant (BIG) Program. This bridge will be replaced in its entirety, will keep the board informed on how this project moves forward.

- March 3, 2020 John Ritterhaas updated the Highway Department of progress on the bridges south on BC77; February 28, 2020 deck pour took place on the south structure, so the contractor will be removing false work and anything that would be prone to flooding now that we are starting to see temps above freezing. Work will commence as soon as the river levels allow on the north structure.

- The Highway Department staff were able to get out and perform crack sealing maintenance on BC9 just outside of Brookings. We will continue to try and get out and do these types of maintenance items as weather permits.

- March 16, 2020 Annual Load Limits will go into effect, the load limits will be in effect as long as the signs are in place and I will keep the board updated when they will be taken down.

2020 Bridge Improvement Grant
Rehabilitation/Replacement Awards

No.	County / City (By Preservation Score Ranking)	STRUCTURE NUMBER	LOCATION	DOT Preservation Score	Estimated Total Project Cost (design & Construction Only)	Estimated Construction Engineering (CE)	Grant Amount Requested	Match Ratio (Grant/Local)	Grant Amount Recommended
1	LAKE	40-190-192	Strucuture 6.2S & 6.0E of Madison on 461st Ave. over North Buffalo Creek SN 40-190-192	77.986	$ 493,000.00	$ 69,700.00	$ 246,500.00	50/50	$ 246,500.00
2	BROOKINGS	06-120-053	Structure 1.7N of Bruce on 466th Ave. over the Big Sioux River SN 06-120-053	67.896	$ 2,750,000.00	$ 160,000.00	$ 1,375,000.00	50/50	$ 1,375,000.00
3	BUTTE	10-262-330	Structure 1N & 4.7W of Newell on Schmele Road over Indian Creek SN 10-262-330	63.268	$ 1,707,669.00	$ 199,221.00	$ 1,366,135.20	80/20	$ 1,366,200.00
4	BON HOMME	05-220-016	Structure 1W of Scotland on 423rd Ave. over Dawson Creek SN 05-220-016	62.546	$ 694,463.16	$ 105,898.71	$ 555,570.53	80/20	$ 568,400.00
5	BUTTE	10-191-390	Structure 9.1E & 1.0S of Belle Fourche on Snoma Road over Maloney Creek SN 10-191-390	60.619	$ 817,201.00	$ 145,840.00	$ 653,760.80	80/20	$ 666,600.00
6	LAWRENCE	41-165-066	Structure 2.6S of St. Onge on St. Onge Road over False Bottom Creek SN 41-165-066	60.454	$ 286,872.00	$ 120,538.00	$ 143,436.00	50/50	$ 143,500.00
7	BEADLE	03-091-110	Structure 4.0N & 1.9W of Wolsey on 201st St. over Cain Creek SN 03-091-110	56.800	$ 466,353.63	$ 37,521.29	$ 373,082.90	80/20	$ 460,800.00
8	BEADLE	03-029-010	Structure 11N & 2.9E of Wessington on 191st St. over Turtle Creek SN 03-029-010	55.880	$ 974,618.37	$ 66,067.01	$ 779,694.70	80/20	$ 800,200.00
9	DAVISON	18-070-153	Structure 5.3S & 4E of Mt Vernon on 401st Ave. over Enemy Creek SN 18-070-153	53.601	$ 686,775.06	$ 73,940.99	$ 549,420.05	80/20	$ 549,500.00
10	WATERTOWN (CITY)	15-181-170	Structure 0.3E of 10th St. NW in Watertown on 3rd Ave. NW over the Big Sioux River SN 15-181-170	52.738	$ 1,695,247.71	$ 85,303.19	$ 1,356,198.17	80/20	$ 1,356,200.00
11	MARSHALL	46-141-000	Structure 10N & 3.1E of Britton on 100th St. over Wild Rice Creek SN 46-141-000	52.601	$ 1,044,796.02	$ 83,025.40	$ 685,617.00	65/35	$ 685,700.00
12	LAWRENCE	41-163-053	Structure 0.1W & 1.3S of St. Onge on St. Onge Road over False Bottom Creek SN 41-163-053	52.444	$ 360,590.00	$ 150,979.00	$ 180,295.00	50/50	$ 180,300.00
13	DAY	19-013-020	Structure 4N & 5.7W of Pierpont on 126th St. over Trib. to Mud Creek SN 19-013-020	51.390	$ 344,822.36	$ 46,945.86	$ 206,893.42	60/40	$ 217,800.00
14	AURORA	02-178-040	Structure 1.8E & 11.0N of Plankinton on 242nd St. over a creek SN 02-178-040	49.834	$ 411,106.11	$ 91,594.16	$ 328,884.89	80/20	$ 351,100.00
15	SPINK	58-140-224	Structure 4.0E & 2.6N of Redfield on 390th Ave. over the James River SN 58-140-224	48.240	$ 1,773,136.63	$ 120,163.82	$ 1,241,195.64	70/30	$ 1,311,600.00
							$ 10,041,684.29		$ 10,279,400.00

Brookings County Projects Plan 2020

Work Type	Road #	Road Information	(Township)	Funding	Miles	Estimated Cost per mile	Estimated Total Cost
Chip Seal	CoRd 7	466 Ave. from 196-211			16	$21,500.00	$344,000.00
	CoRd 4	199 St. from 459-464			7	$21,500.00	$150,500.00
	CoRd 5	464 Ave. from 201-211			10	$21,500.00	$215,000.00
	CoRd 9	469 Ave. from 204-211			7	$21,500.00	$150,500.00
				4-311-4250	40		**$860,000.00**
Overlay/Patch	CoRd 6 (2" mat)	204 St. from 466 - 471 Ave	Sterling		5	$115,000.00	$575,000.00
	CoRd 38 (2" mat)	201 St. from 471-478 Ave.	Argo Township		7	$115,000.00	$805,000.00
	CoRd 4 (thin lift)	199 St. from 454-462 Ave.	Laketon and Preston Township		8	$60,000.00	$480,000.00
				4-311-4250	20		**$1,860,000.00**

	Equipment	Relaces	Year				Estimated Cost
Equipment	Dump Truck	Freightliner	2012				$230,000.00
	pick up	1/2 ton Chevy	2004				$45,000.00
	Mechanic Service truck	Chevy	2004				$100,000.00
	loader	CAT	2003				$250,000.00
				4-311-4340			**$625,000.00**
Gravel	80,000	ton		4-311-4260		$6.00	**$480,000.00**

- I would like to take the next few minutes to review the costs of the 2019 Chip Seal program, prior to the board making action on accepting the recommended Bid for the 2020 Brookings County Chip Seal Project.
    - 5 year plan, review.
        - I estimated $21,500 a mile for approximately 40 miles of chip seal, totaling $860,000.
    - Below I will be giving you the facts of what our labor & equipment costs totaled from 2019
    - I intentionally didn't include costs of materials from 2019 due to fluctuations year to year, what we want to compare is what it costs the County labor and equipment to perform the work ourselves compared to hiring a contractor.
    - Finally we will review the estimations for each road, the costs of materials, labor and equipment comparisons from the 2020 Annual Supplies and Material Bids.

Brookings County Chip Seal 2019 (30 miles)				
Moody County Invoiced Brookings County Labor/Equipment				$38,273.85
		Per Day	Days	
Brookings County Labor Costs		$2,721.50	8	$21,772.00
Brookings County Equipment Costs	1 Roller	$10,405.50	8	$83,244.00
	1 Oil Distributor			
	1 Road Broom			
	2 Pickups			
	8 Trucks			
Fuel			Diesel	$8,892.86
			Gas	$1,124.54
			Grand Total	$153,307.25
			Total Per Mile	$5,110.24

Take into consideration these are wages from 2019, so in 2020 we need to add 3% to the labor costs. We charged Moody County $20,886.87 in 2019 for labor & equipment work done in Moody County by Brookings County. This was not computed into the cost but should be considered as it is work not done in Brookings County.

The recommendation for award for the 2020 Brookings County Chip Seal Project will be TopKote Inc. of Yankton, SD. Their Bid came in at $184,941.72 for the entire project which consists of 40.1 miles.

$184,941.72/40.1 mi= $4,612.01 per mile contractor cost.

$5,263.55-4,612.01=$651.54 estimated per mile savings to Contract this work, $26,126.75 total 2020.

So taking the above mentioned total, we deferred equipment purchases that were budgeted in 2019 and we also need to look at equipment needs to ensure an efficient operation.

- Rubber tire roller (2019) $110,000.00
- Oil Distributor (2019) $160,000.00
- Truck Chassis for Oil Distributor $131,806.00 (we do not have a chassis)
- Chip Spreader $313,500.00 future equipment need

$715,306.00

2020 Chip Seal Totals

	Contracted	County	Fog Seal
BC4	69555.95	72096.95	9804.35
BC4(Bruce)	7530.73	7856.50	993.33
BC5	176961.96	183477.36	24875.72
BC7	310634.89	320538.30	45730.13
BC9	120540.94	125101.72	16779.44
BC35	61359.83	63640.22	8596.83
Total	746584.30	772711.05	106779.80

Budget	860000.00		860000.00
Contract	746584.30	County	772711.05
	113415.70		87288.95
Fog Seal	106779.80		106779.80
	6635.90		-19490.85

I did not bid the fog seal work to be completed by Contract forces, the reason being we have the equipment to perform the work and to ensure the fog seal is applied in ideal conditions. This is something we can look into in the future but I like to have control when the material is applied.

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 4								
Estimated Cumlative Square Yard Total	60707	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total		Contractor Total	Estimated Total Project
		21	637.43	11.60	7394.14		17986.84	69555.95
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total		Co. Labor Total	
		0.35	90.42	488.58	44174.97	Material Total	20527.85	72096.95
						51569.11		-2541.01
2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads								
Estimated Square Yard Total	1485	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	15.59	11.60	180.87			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	2.21	488.58	1080.59	Material Total		
						1261.47		
2020 Brookings County Chip Seal Project Materials Cost Mainline Road								
Estimated Mainline Square Yard Total	59222	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	621.83	11.60	7213.27			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	88.20	488.58	43094.37	Material Total		
						50307.64		

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (3.9 Miles)
13222.85

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	17986.84

Estimated combined total Materials and Contractor furnished Installation per mile
17834.86

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	20527.85

Estimated combined total Materials and Brookings County furnished Installation
18486.40

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 4 (Bruce)								
Estimated Cumlative Square Yard Total	6151	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total		Contractor Total	Estimated Total Project
		21	64.58	11.60	749.14		2306.01	7530.73
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total		Co. Labor Total	
		0.35	9.16	488.58	4475.59	Material Total	2631.78	7856.50
						5224.73		-325.77
2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads								
Estimated Square Yard Total	125	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	1.31	11.60	15.23			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	0.19	488.58	90.96	Material Total		
						106.18		
2020 Brookings County Chip Seal Project Materials Cost Mainline Road								
Estimated Mainline Square Yard Total	6026	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	63.27	11.60	733.91			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	8.97	488.58	4384.63	Material Total		
						5118.54		

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (0.5 Miles)
10449.45

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	2306.01

Estimated combined total Materials and Contractor furnished Installation
15061.46

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	2631.78

Estimated combined total Materials and Brookings County furnished Installation
15713.00

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 5								
Estimated Cumlative Square Yard Total	154027	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total		Contractor Total	Estimated Total Project
		21	1617.29	11.60	18760.516		46120.10	176961.96
							Co. Labor Total	
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	229.40	488.58	112081.35	Material Total	52635.50	183477.36
						130841.86		-6515.40
2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads								
Estimated Square Yard Total	1465	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	15.38	11.60	178.44			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	2.18	488.58	1066.04	Material Total		
						1244.48		
2020 Brookings County Chip Seal Project Materials Cost Mainline Road								
Estimated Mainline Square Yard Total	152562	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	1601.90	11.60	18582.08			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	227.22	488.58	111015.31	Material Total		
						129597.39		

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (10.0 Miles)
13084.19

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	46120.10

Estimated combined total Materials and Contractor furnished Installation
17696.20

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	52635.50

Estimated combined total Materials and Brookings County furnished Installation
18347.74

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 7								
Estimated Cumlative Square Yard Total	283155	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total		Contractor Total	Estimated Total Project
		21	2973.13	11.60	34488.28		70102.55	310634.89
							Co. Labor Total	
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total	Material Total	80005.96	320538.30
		0.35	421.72	488.58	206044.06	240532.34		-9903.41

2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads						
Estimated Square Yard Total	4345	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total	
		21	45.62	11.60	529.22	
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total	Material Total
		0.35	6.47	488.58	3161.74	3690.96

2020 Brookings County Chip Seal Project Materials Cost Mainline Road						
Estimated Mainline Square Yard Total	278810	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total	
		21	2927.51	11.60	33959.06	
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total	Material Total
		0.35	415.25	488.58	202882.33	236841.38

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (15.2 Miles)
15824.50

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	70102.55

Estimated combined total Materials and Contractor furnished Installation
20436.51

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	80005.96

Estimated combined total Materials and Brookings County furnished Installation
21088.05

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 9								
Estimated Cumlative Square Yard Total	103896	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total		Contractor Total	Estimated Total Project
		21	1090.91	11.60	12654.55		32284.07	120540.94
							Co. Labor Total	
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	154.74	488.58	75602.33	Material Total	36844.85	125101.72
						88256.87		-4560.78
2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads								
Estimated Square Yard Total	1535	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	16.12	11.60	186.96			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	2.29	488.58	1116.98	Material Total		
						1303.94		
2020 Brookings County Chip Seal Project Materials Cost Mainline Road								
Estimated Mainline Square Yard Total	102361	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	1074.79	11.60	12467.58			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	152.45	488.58	74485.35	Material Total		
						86952.93		

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (7.0 Miles)
12608.12

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	32284.07

Estimated combined total Materials and Contractor furnished Installation
17220.13

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	36844.85

Estimated combined total Materials and Brookings County furnished Installation
17871.67

2020 Brookings County Chip Seal Project Materials Cost Brookings County Road 35								
Estimated Cumlative Square Yard Total	53230	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	558.92	11.60	6483.468		Contractor/Material Total	Estimated Total Project
							16142.04	61359.83
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total		Co. Labor/Material Total	
		0.35	79.28	488.58	38734.32	Material Total	18422.43	63640.22
						45217.79		-2280.39
2020 Brookings County Chip Seal Project Materials Cost Intersecting Roads								
Estimated Square Yard Total	566	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	5.94	11.60	68.94			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	0.84	488.58	411.86	Material Total		
						480.80		
2020 Brookings County Chip Seal Project Materials Cost Mainline Road								
Estimated Mainline Square Yard Total	52664	Rock Pounds Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		21	552.98	11.60	6414.53			
		CRS2P Shot Rate Gallons Sq. Yd.	Tons	2020 Bid Unit Price	Total			
		0.35	78.44	488.58	38322.46	Material Total		
						44736.99		

Estimated Cost per mile material prices computed using the 2020 Annual Bid Unit Prices (3.5 Miles)
12919.37

Estimated Cost per mile for contractor computed using the 2020 Annual Bid Unit Prices	
4612.01	Contractor Total
	16142.04

Estimated combined total Materials and Contractor furnished Installation
17531.38

Estimated Cost per mile for Brookings County computed using the 2019 costs inflated 3% Equipment/Fuel/Labor	
5263.55	Co. Labor Total
	18422.43

Estimated combined total Materials and Brookings County furnished Installation
18182.92

Stacy Steffensen

Subject: FW: 2500 silverado
Attachments: doc00803320200304144919.pdf; 2020 Chevrolet.pdf

From: Brian Gustad
Sent: Wednesday, March 4, 2020 3:16 PM
To: Stacy Steffensen <SSteffensen@brookingscountysd.gov>; Michelle Delaney <MDelaney@brookingscountysd.gov>
Subject: FW: 2500 silverado

Hello,

Quote from Brookings AutoMall. Also attached is the state bid document, we would add the following to that:

State bid price base Cost	$32055
Long Box Length 98.27"	$545
Delete Running Boards	$(-357)
Rear Window Defogger	$250
Power Drivers Seat with Lumbar	$543
Total	$33,036 for State Bid

Brookings AutoMall	$34,454
State Bid	$33,036
	$1,418

I would like to go with Brookings AutoMall to keep it local for the additional cost.

5-year plan is in my Department head report, we had $45,000 budgeted for the expenditure.

Thanks

Brian Gustad
Highway Superintendent
422 Western Avenue
Brookings, SD 57006
P. 605-696-8270
bgustad@brookingscountysd.gov

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓ Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$39,069.80	$41,300.00
Total Options	$2,775.50	$3,050.00
Vehicle Subtotal	$41,845.30	$44,350.00
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$1,595.00	$1,595.00
Grand Total	**$43,440.30**	**$45,945.00**

Quote To Order $34454.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK20943	2020 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck	$39,069.80	$41,300.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
GAN	Silver Ice Metallic	$0.00	$0.00

BODY CODE

CODE	DESCRIPTION	Invoice	MSRP
E63	Durabed, pickup bed (STD)	$0.00	$0.00

EMISSIONS

CODE	DESCRIPTION	Invoice	MSRP
FE9	Emissions, Federal requirements	$0.00	$0.00

ENGINE

CODE	DESCRIPTION	Invoice	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	$0.00	$0.00

TRANSMISSION

CODE	DESCRIPTION	Invoice	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	$0.00	$0.00

GVWR

CODE	DESCRIPTION	Invoice	MSRP
JGF	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	$0.00	$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

AXLE

CODE	DESCRIPTION	Invoice	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	$0.00	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00	$0.00

WHEELS

CODE	DESCRIPTION	Invoice	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	$0.00	$0.00

TIRES

CODE	DESCRIPTION	Invoice	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	$182.00	$200.00

SPARE TIRE

CODE	DESCRIPTION	Invoice	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)	$0.00	$0.00

PAINT

CODE	DESCRIPTION	Invoice	MSRP
GAN	Silver Ice Metallic	$0.00	$0.00

SEAT TYPE

CODE	DESCRIPTION	Invoice	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	$0.00	$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

SEAT TRIM

CODE	DESCRIPTION	Invoice	MSRP
H0U	Jet Black, Cloth seat trim (Requires (A2X) 10-way power driver seat adjuster and (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	$0.00	$0.00

RADIO

CODE	DESCRIPTION	Invoice	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	$0.00	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	Invoice	MSRP
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding; (Not available with (ZLQ) WT Fleet Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted. (DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLF) mirrors.)	$1,078.35	$1,185.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	Invoice	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	$250.25	$275.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	$136.50	$150.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	Invoice	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.	Inc.
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	$495.95	$545.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	Inc.	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (YF5) California state emissions requirements.)	$50.05	$55.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	$113.75	$125.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	Invoice	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (KI4) 120-volt power outlet and (H0U) Jet Black interior.)	$263.90	$290.00
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	$204.75	$225.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	Invoice	MSRP
VQ2	Fleet Processing Option	$0.00	$0.00
	Options Total	**$2,775.50**	**$3,050.00**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓ Complete)

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

18. TRUCK 3/4 TON 4 X4 SHORT BOX

Beck Motors
Chevrolet Silverado
Contract #: 17340

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.		
COLOR	**MANUFACTURER COLOR NAME**	**ADDITONAL COST (if any)**
Blue	North Sky Blue	$0
Gray	Shadow Gray	$0
Red	Red Hot	$0
Silver	Silver Ice	$0

- Engine, V8, Manufacturer's Standard
- Transmission, Automatic
- Leaf Spring Rear Suspension
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Electronic 4-wheel drive selection
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Doors, 4 Full Rear Opening
- Box Length 82.25"
- Guard, Skid plate Package - Manufacturer's Standard
- GVW, 10450 Lbs.
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Light, Rear Cargo
- Lights, Clearance Roof 5 Amber Color
- Brake Controller, Integrated
- Two factory installed accessory switches
- Mirrors, Trailer, Powered, Adjustable, Heated
- Seat, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG Standard Bracket
- Tires, LT All Terrain
- Tow Hooks, 2 on Front
- Wipers, Multiple Speed
- Spray on Bed Liner
- Factory Cab Headliner
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Factory Freight

Delivery Date 60-90 days Base Cost Crew Cab $32055

- Engines, Option, Diesel 6.6L V8 $10443

• Restrict/override exhaust regeneration/level of DEF fluid.	$275
• Axle, Locking Differential	NC
• Long Box Length 98.27"	$545
• Floor Covering, Carpet/Mats	$200
• Light, Spot Light, Post Mounted 6"	$759
• Light, Spot Light, Roof Mounted 6"	$759
• Seats, Vinyl	NC
• Factory Installed 120v Converter (400-watt)	$250
• Large Backup Display (list size) 7"	NC
• Tires, Spare Wheel & Tire Mounted Inside - Vehicle Box, Left Rear – Long Box Only	$150
• Manufacturer's Maintenance Plan	$45 – one LOF and rotate
• Delete Running Boards	$(-357)
• OnStar with Wi-Fi	$200
• Rear Window Defogger	$250
• 97 Decibel Backup Alarm	$163
• Gooseneck Prep Package	$1400
• LED Box Lighting	$150
• Power Driver's Seat with Lumbar	$543
• Remote Start	$600

BCOAC Volunteers

Thomas Delaney, Dann Finn, Jay Hotchkiss, Shari Layman, Matt Olsen, Bruce Olson, Jason Overby, Jakob Petit, Drew Staufer, Monte VandeKop, Paul Wiese

RESOLUTION #20-____

Supplemental Budget Resolution

WHEREAS, the Brookings County Board of County Commissioners did authorize the County Finance Officer to publish a notice of hearing for the consideration of a proposed supplemental budget, and

WHEREAS, the time and place for consideration of such supplemental budget was given, and

WHEREAS, the adoption of said proposed supplemental budget was duly considered by the Board of County Commissioners on the 10th day of March, 2020, at 9:00 AM in the County Commission Chambers in a regularly scheduled meeting and any objections having been made before said Board to the adoption of such supplemental budget.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners within and for the County of Brookings, State of South Dakota, that the following supplemental budget be, and the same is, hereby approved for the purposed of providing budget to conduct the indispensable functions of government.

FROM:	250-2-274-1500:	Restricted Fund Balance – ROD Relief Fund	$12,000
TO:	250-4-163-4290:	Other Current Expenditures	$12,000

Dated this 10th day of March, 2020.

Chairperson: _____

Vice Chairperson: _____

Commissioner: _____

Commissioner: _____

Commissioner: _____

WILDE AIR SERVICE

PERMIT TO LAND AIRCRAFT ON BROOKINGS COUNTY HIGHWAYS

We the undersigned do hereby request to operate, take off, or land an aircraft on any county road in Brookings County for the purpose of servicing said aircraft in preparation for aerial application of chemical or fertilizer materials.

It is understood that the undersigned applicant agrees to abide by subsections 2 and 3 of Section 70:02:02:08 of South Dakota Administrative Rule under the authority of SDCL 50-2-2.1 and assume all liability when using said roads.

The undersigned applicant has provided proof of liability insurance to said grantor to have on file at the Brookings County Finance Office. Applicant agrees to notify the Highway Superintendent, Brookings County Sheriff's Office, Brookings Dispatch and the Brookings County Commission Department when and where they plan to use a portion of any county road. Applicant agrees to place flaggers at each end of the section of road being used.

2/21/20
Date of Application

Wilde Air Service LLC
Applicant

Isaac Wilde
Signature of Applicant

Approved this ____ day of _____, 2020.

_____
Chairperson, Brookings Board of County Commissioners

_____
Brookings County Finance Officer

OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder): **To Whom It May Concern**

The following policy(ies) have been issued to:
Isaac James Wilde
dba Wilde Air Service, LLC
21313 459th Ave
Volga, SD 57071

AIRCRAFT POLICY NO: **AG 00111404** **POLICY PERIOD:** FROM: **March 1, 2020** TO: **March 1, 2021**
INSURANCE COMPANY: **OLD REPUBLIC INSURANCE COMPANY**

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:	**LIMITS OF LIABILITY**	
	EACH PERSON	**EACH OCCURRENCE**
☐ C. **Bodily Injury** Liability Excluding Passengers:	$	$
☐ D. **Property Damage:**	$XXX	$
☐ E. Passenger **Bodily Injury:**	$	$
☒ F. Combined **Bodily Injury** & **Property Damage** Liability Excluding Passenger & Excluding Chemical Liability:	$	$1,000,000

AIRCRAFT CHEMICAL LIABILITY:	**LIMITS OF LIABILITY**	
	EACH PERSON	**EACH OCCURRENCE**
☐ G. Limited **Chemical Bodily Injury** Liability:	$	$ $ Aggregate
☐ H. Limited **Chemical Property Damage**:	$XXX	$ $ Aggregate
☐ I. Limited Chemical Combined **Bodily Injury/Property Damage:**	$	$ $ Aggregate
☐ J. Comprehensive **Chemical Bodily Injury Liability**:	$	$ $ Aggregate
☐ K. Comprehensive **Chemical Property Damage Liability**:	$XXX	$ $ Aggregate
☒ L. Comprehensive Chemical Combined **Bodily Injury** & **Property Damage** Liability:	$XXX	$300,000 $300,000 Aggregate

PHYSICAL DAMAGE COVERAGE: **ALL RISKS GROUND AND IN-FLIGHT**

DESCRIPTION OF AIRCRAFT

FAA NUMBER	**YEAR**	**MAKE & MODEL**	**INSURED VALUE**	**DEDUCTIBLES NOT IN-MOTION**	**DEDUCTIBLES IN-MOTION**
N1746S	1968	Ayres Thrush	$225,000	$1,000	$10,000
N8976Q	1972	Thrush S2R	$250,000	$1,000	$10,000

☐ As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRPORT POLICY NO: **AG 00111404** **POLICY PERIOD:** FROM: **March 1, 2020** TO: **March 1, 2021**
INSURANCE COMPANY: **OLD REPUBLIC INSURANCE COMPANY**

LIABILITY COVERAGES:		**LIMITS OF LIABILITY**	
☒ **M. Aerial Applicator's Premises Liability:**	$ each **person**	$1,000,000	each **occurrence** *

*** Refer to the Policy, an Annual Aggregate limit may apply to some coverages.**

This Certificate Holder is:
- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage.
- ☐ Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- ☐ Included as an Additional Insured, but only with respect to operations of the Named Insured.
- ☐ Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

OLD REPUBLIC AEROSPACE, INC.
Representative:

Agency Name: Weber Aviation Insurance
Agency Phone: 952-426-0143

G. Churchill

Date: February 19, 2020

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599

70:02:02:08. Aircraft prohibited on county or township highways -- Exceptions. A person may not operate, take off, or land an aircraft on any county or township highway in the state of South Dakota for the purpose of servicing in preparation for aerial application of any materials, substance, or chemical until:

(1) The person has secured permission from the county commissioners of the county involved to do so;

(2) The person has posted warning signs or flagpersons at each end of the area which the person intends to use for take-off, landing, and servicing the aircraft. The warning sign must be at least three feet tall, in the shape of an aircraft top or bottom profile, painted fluorescent orange with white lettering, and must state: "Caution. Spray planes using road." The sign shall be constructed so that it can be securely anchored in an upright position and not be blown over by passing traffic or light winds. If, in lieu of signs, a flagperson is used at either or both ends of the area, the flagperson shall use a red flag to wave down oncoming traffic; and

(3) The person has made a visual survey of the area to ensure that there is adequate length for the operation without blind spots for road traffic and that there is adequate clearance of telephone and power poles or lines or wire crossing the road.

Source: SL 1975, ch 16, § 1; 13 SDR 129, 13 SDR 134, effective July 1, 1987.

General Authority: SDCL 50-2-2.1.

Law Implemented: SDCL 50-2-2.1.

50-2-2.1. Promulgation of rules. The commission may promulgate rules pursuant to chapter 1-26 regarding:

(1) The design, layout, location, construction, operation, equipping, and use of all public airports;

(2) The establishment, location, maintenance, and operation of all navigational aids; and

(3) The operation of aerial applicators or operators including minimum standards, class definitions, and safety requirements.

Source: SL 1987, ch 356, § 10; SL 2010, ch 227, § 4; SL 2014, ch 222, § 3; SL 2018, ch 269, § 2.

BROOKINGS COUNTY DEVELOPMENT
Planning, Zoning and Drainage / Emergency Management
Brookings City & County Government Center
520 3rd Street, Suite 200
Brookings, SD 57006
(605) 696-8350
E-Mail: zoning@brookingscountysd.gov

Brookings County Commission
March 10, 2020 meeting.

January 8, 2020: The Brookings County Planning and Zoning Commission recommends approval of plat 2020plat001 with a unanimous vote of 9-ayes and 0-nays at their January 7, 2020 meeting.

Brookings County Planning and Zoning Commission
January 7, 2020 – 7:00 PM meeting

2020plat001 – January 7, 2020

Prepared by Richard Haugen

Applicant/Owner: Keith Rounds Living Trust, PO Box 458, Brookings, SD 57006

Legal Description: "Plat of Lot 11A in Cedar Pointe Addition in Government Lot 3 of the NW1/4 of Section 28-T109N-R50W of the 5th P. M., Brookings County, South Dakota."

2020plat001: Keith Rounds is vacating Lot 11 in Cedar Point Addition and platting off Lot 11A for a property line adjustment. The lot is located on the northwest side of Lake Campbell. Lot 11 was originally approved by this board on October 1, 2019, which is included with this report. Lot 11 was originally 44,529 square feet and has been reduced to 36,041 square feet. The property line adjustment will give the adjoining un-platted future lot more square feet. The lot exceeds our 20,000 sq. feet lot size requirement for the Lake-Park. The plat meets our Brookings County Subdivision Ordinance and Lake Park requirements.

23041-00

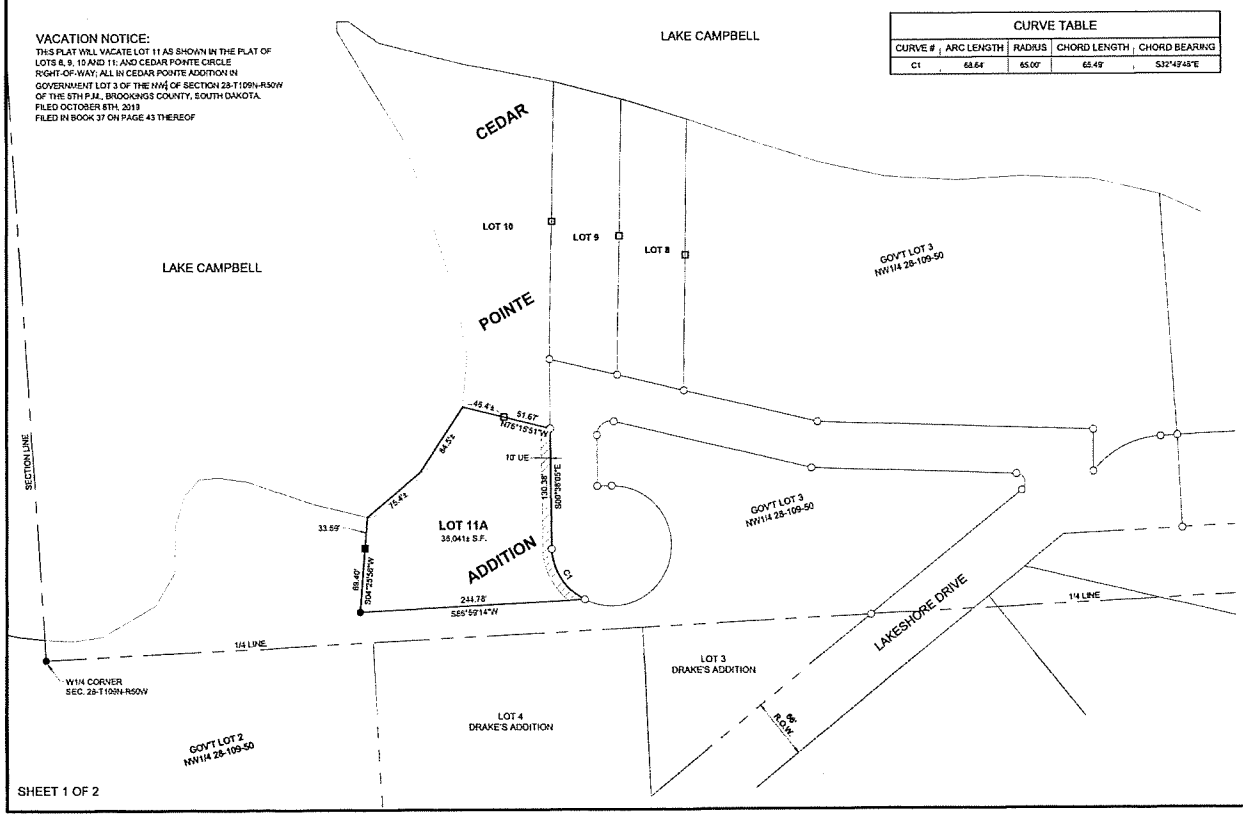
PLAT OF

LOT 11A IN CEDAR POINTE ADDITION

IN GOVERNMENT LOT 3 OF THE NW1/4 OF SECTION 28-T109N-R50W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA

VACATION NOTICE:
THIS PLAT WILL VACATE LOT 11 AS SHOWN IN THE PLAT OF LOTS 8, 9, 10 AND 11; AND CEDAR POINTE CIRCLE R'GHT-OF-WAY; ALL IN CEDAR POINTE ADDITION IN GOVERNMENT LOT 3 OF THE NW¼ OF SECTION 28-T109N-R50W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA.
FILED OCTOBER 8TH, 2019
FILED IN BOOK 37 ON PAGE 43 THEREOF

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	68.64'	65.00'	65.49'	S32°49'45"E



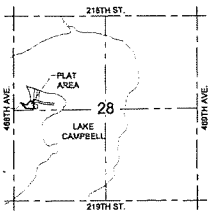
GEODETIC BEARING

0 50 100'

SCALE: 1" = 100'

LEGEND

- MONUMENT FOUND
- MONUMENT SET THIS SURVEY (5/8" REBAR WITH STAMPED PLASTIC CAP)
- WITNESS CORNER SET THIS SURVEY (5/8" REBAR WITH STAMPED PLASTIC CAP)
- UTILITY EASEMENT (UE)



VICINITY MAP
SECTION 28-109-50

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 10957
AUSTIN J. JOHNSON
SOUTH DAKOTA
11-21-19

PREPARED BY:
BANNER ASSOCIATES, INC.
409 22nd AVE. S.
BROOKINGS, SD 57006
(605) 692-6342
NOVEMBER 2019

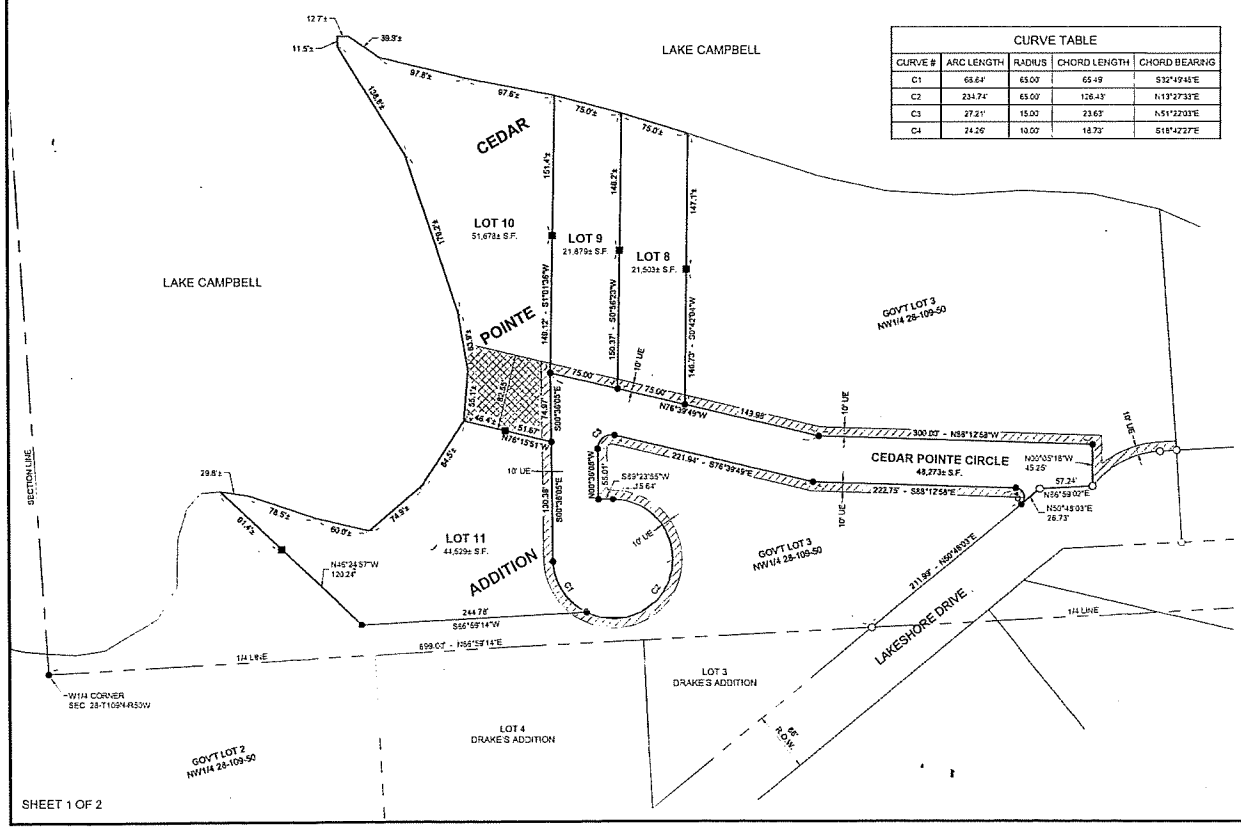
SHEET 1 OF 2

PLAT OF

LOTS 8, 9, 10 AND 11; AND CEDAR POINTE CIRCLE RIGHT OF WAY; ALL IN CEDAR POINTE ADDITION

IN GOVERNMENT LOT 3 OF THE NW1/4 OF SECTION 28-T109N-R50W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA

23041-00



CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	65.64'	65.00'	65.49	S32°49'45"E
C2	234.74'	65.00'	126.43'	N13°27'33"E
C3	27.21'	15.00'	23.63'	N51°22'03"E
C4	24.26'	10.00'	18.73'	S18°42'27"E

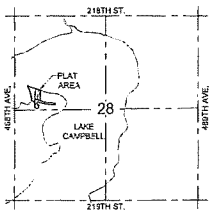
GEODETIC BEARING

0 50' 100'

SCALE: 1" = 100'

LEGEND

- ○ MONUMENT FOUND
- ● MONUMENT SET THIS SURVEY (5/8" REBAR WITH STAMPED PLASTIC CAP)
- ■ WITNESS CORNER SET THIS SURVEY (5/8" REBAR WITH STAMPED PLASTIC CAP)
- UTILITY EASEMENT (UE)
- DRAINAGE EASEMENT



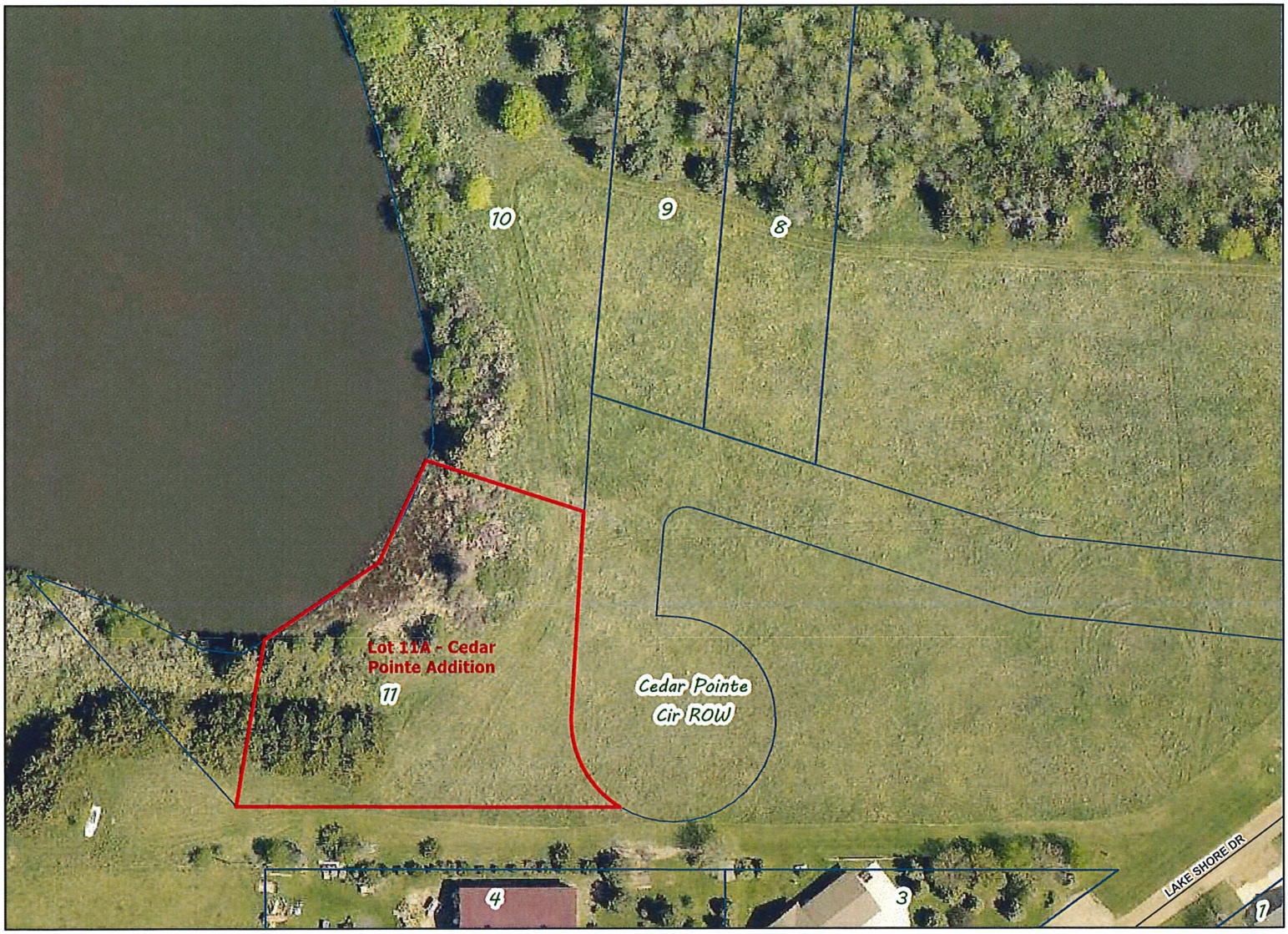
VICINITY MAP
SECTION 28-109-50

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 10957
AUSTIN L. JOHNSON
SOUTH DAKOTA

Austin Johnson 9/6/19

PREPARED BY:
BANNER ASSOCIATES, INC.
409 22nd AVE. S.
BROOKINGS, SD 57006
(605) 692-6342
SEPTEMBER 2019

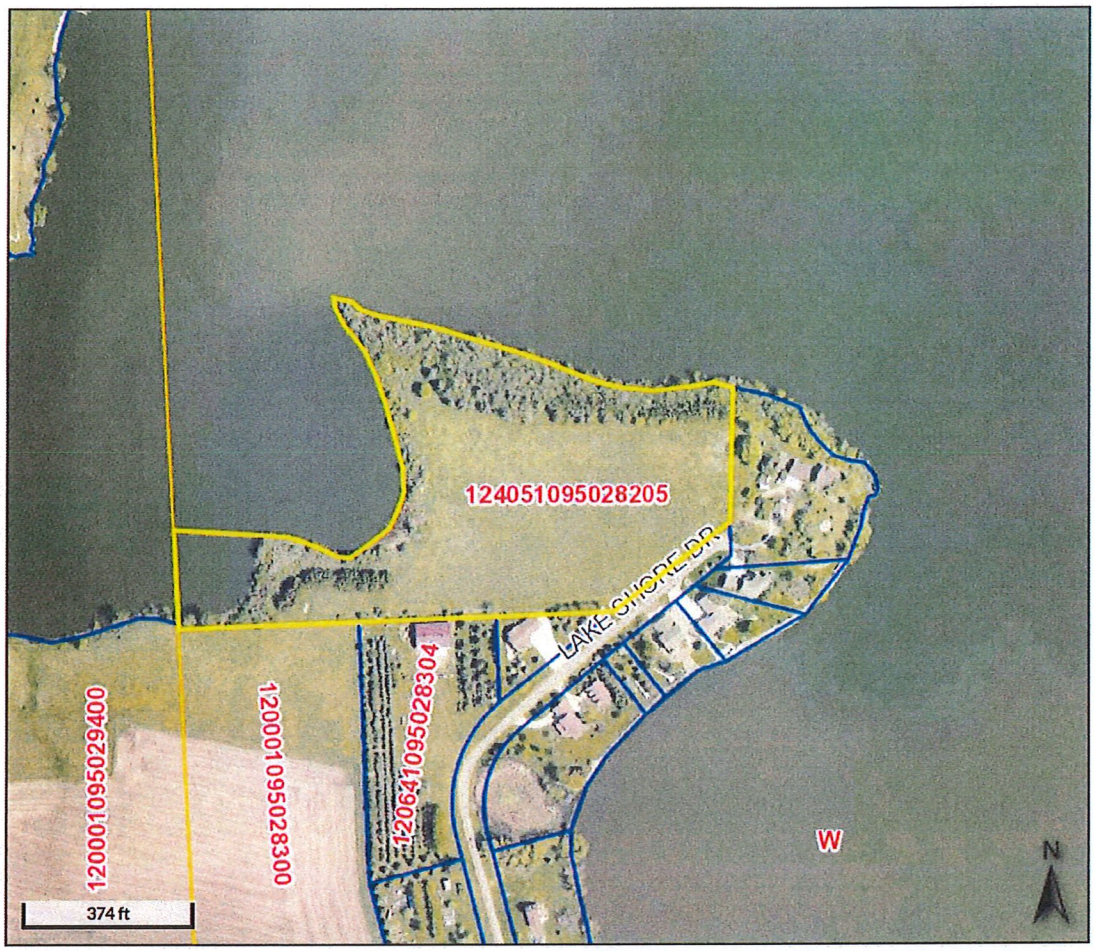
SHEET 1 OF 2



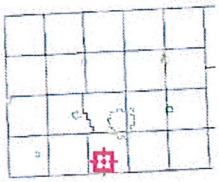
Lot 11A - Cedar Pointe Addition

2020 plat 001

Beacon™ Brookings County, SD



Overview



Legend

- Brookings City Limits
- City Limits
- Township Boundar
- Sections
- Parcels
- Roads

Parcel ID	124051095028205	**Alternate ID**	n/a	**Owner Address**	CEDAR POINTE LLC
Sec/Twp/Rng	28-109-50	**Class**	NAC		1119 COPPER MT RD
Property Address		**Acreage**	n/a		BROOKINGS SD 57006
District	12014				

Brief Tax Description LOT 3 EXC. E 260' OF W 1503'& EXC LOT 1 BISHMAN ADDN (LOT 1 BISHMANS - REPLATTED IN 2009 TO BIRD'S ADDTIION & EXC LOTS 8-9-10-11 CEDAR

(Note: Not to be used on legal documents)

Date created: 12/12/2019
Last Data Uploaded: 12/12/2019 8:02:09 AM

Developed by Schneider GEOSPATIAL

BROOKINGS COUNTY DEVELOPMENT
Planning, Zoning and Drainage / Emergency Management
Brookings City & County Government Center
520 3rd Street, Suite 200
Brookings, SD 57006
(605) 696-8350
E-Mail: zoning@brookingscountysd.gov

Brookings County Commission
March 10, 2020 meeting.

February 5, 2020: The Brookings County Planning and Zoning Commission recommends approval of plat 2020plat003 with a unanimous vote of 9-ayes and 0-nays, at their February 4, 2020 meeting.

Brookings County Planning and Zoning Commission
February 4, 2020 – 7:30 PM meeting

2020plat003 – February 4, 2020

Prepared by Richard Haugen

Applicant/Owner: Vance Goodfellow, 46075 204th St, Bruce, SD 57220

Legal Description: "Plat of Lots 1A and 2A of Goodfellow Addition in the N1/2 of the NE1/4 of Section 18, T111N, R21W, of the 5th P.M., Brookings County, South Dakota."

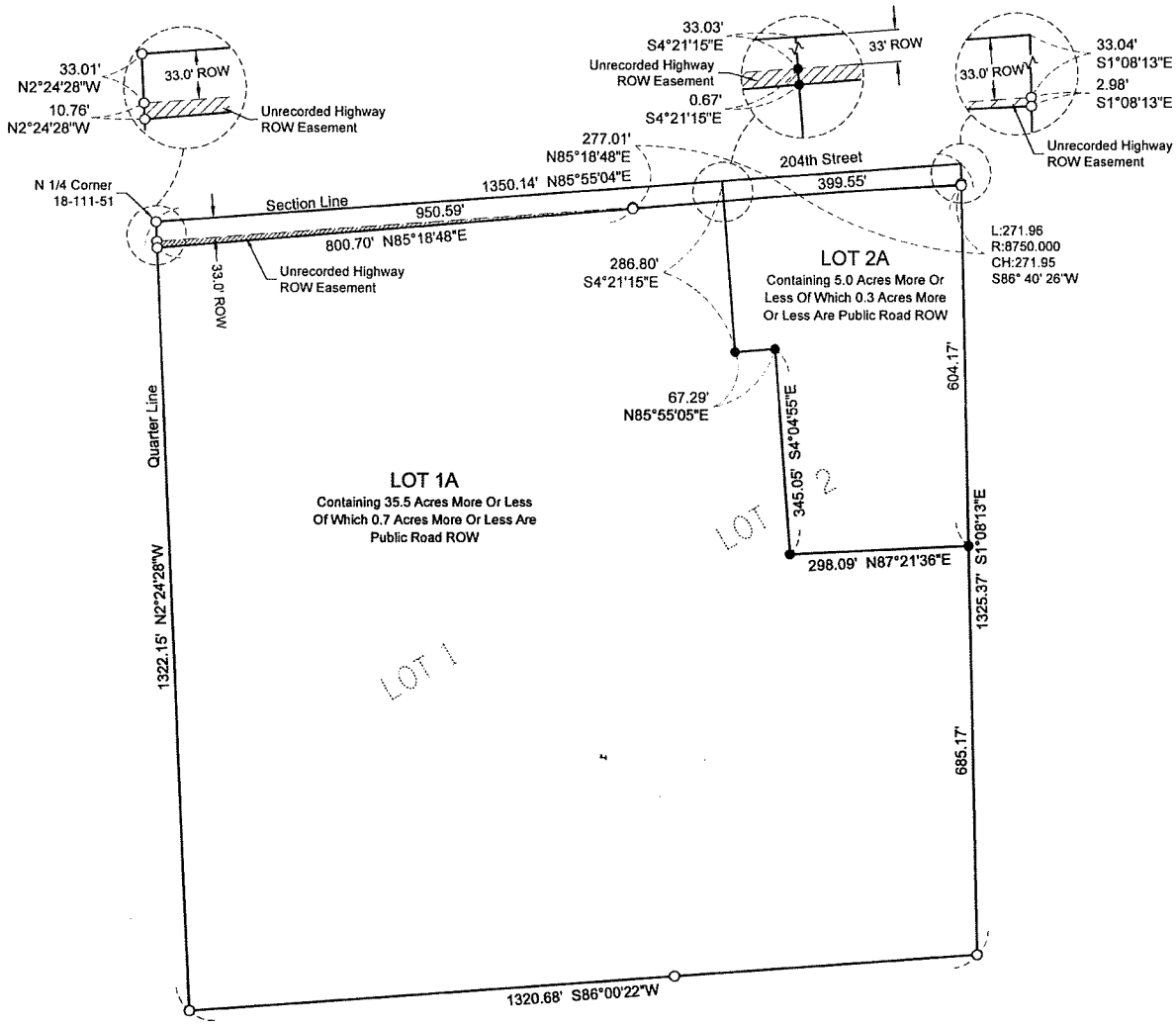
2020plat003: Vance Goodfellow re-platting Lots 1 and Lot 2 of "Plat of Lots 1 and 2 Goodfellow Addition and Lot 1 of Myrth Williamson Trust Addition, all in the N1/2 of the NE1/4 of Section 18, T111N, R51W of the 5th P.M., Brookings County, South Dakota" that was originally platted on December 15, 2015 " to Lots 1A and 2A for a property line adjustment. Lot 1A contains 35.5 acres and Lot 2A contains 5 acres with the existing homestead with a house and outbuildings. Lot 1A is a buildable lot for a residence.

The plat meets the platting requirements for the 2016 Comprehensive Plan-Unincorporated Rural Area Land Use statement on page 24 for Agricultural Land Use.

PLAT OF

LOTS 1A AND 2A OF GOODFELLOW ADDITION IN THE N ½ OF THE NE ¼ OF SECTION 18, T111N, R51W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA.

THIS PLAT TO VACATE AND REPLAT LOTS 1 AND 2 OF GOODFELLOW ADDITION OF "PLAT OF LOTS 1 AND 2 OF GOODFELLOW ADDITION AND LOT 1 OF MYRTH WILLIAMSON TRUST ADDITION, ALL IN THE N ½ OF THE NE ¼ OF SECTION 18-T111N-R51W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA", FILED FOR RECORD ON DECEMBER 15TH, 2015 AT 3:00 P.M. IN PLAT BOOK 33, PAGE 68.



January, 2020
Scale: 1" = 200'
○ Monument Recovered
● Monument Set
(⅝" x 18" Capped Rebar RLS 10400)
Bearings are Based on Assumed Datum

SURVEYOR'S CERTIFICATE

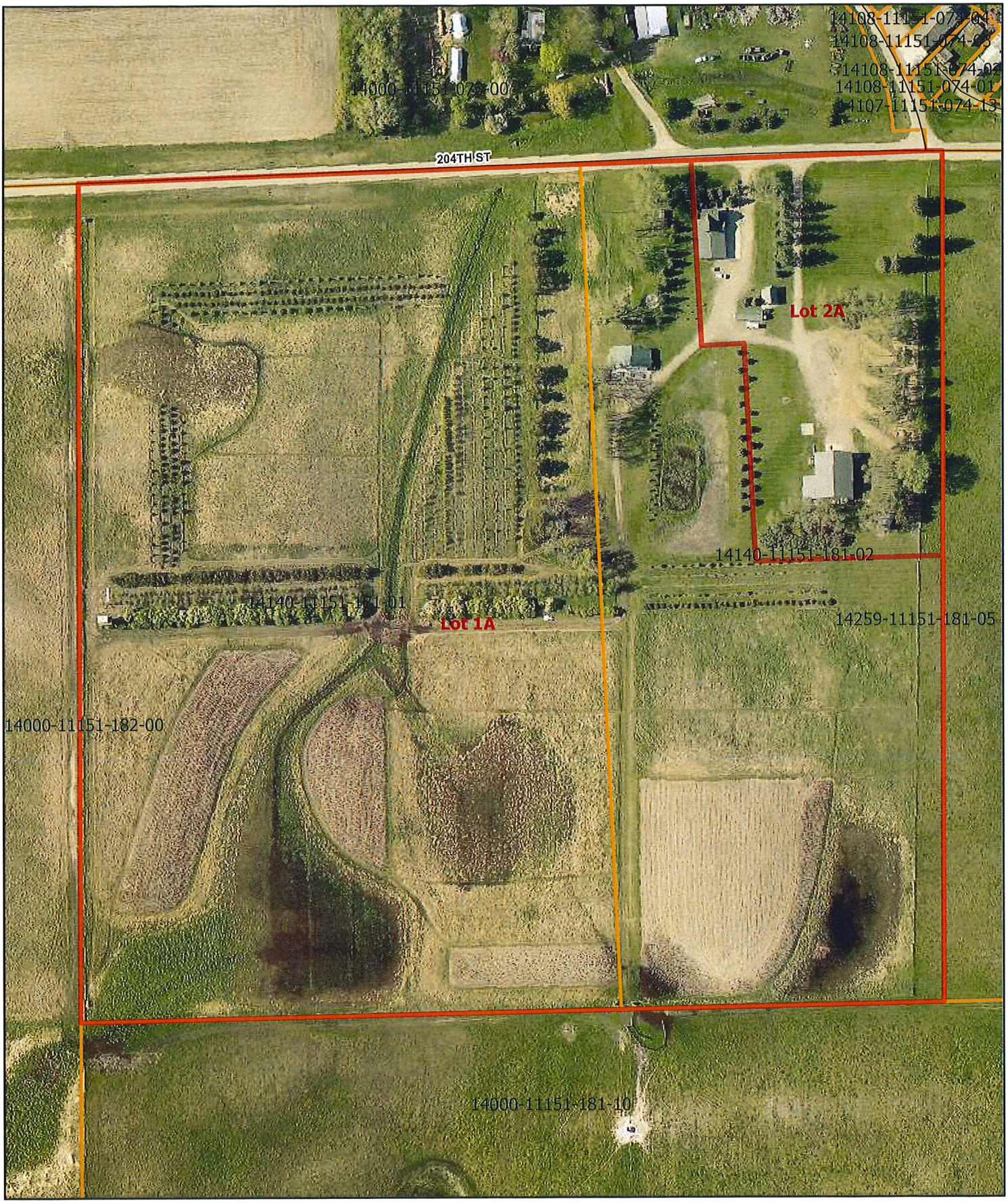
I, Andrew E. Kangas, a Registered Land Surveyor of the State of South Dakota, do hereby certify that on or before the 16th day of January, 2020 and at the request of the owner of the real property hereinafter described, surveyed and platted a portion of the N ½ of the NE ¼ of Section 18, Township 111 North, Range 51 West of the 5th P.M. Brookings County, South Dakota, as shown on the plat, and marked upon the ground boundaries thereof in the manner shown on the plat, and that the attached plat is a true and correct representation of said survey and that the parcel of land so platted contains: **"PLAT OF LOTS 1A AND 2A OF GOODFELLOW ADDITION IN THE N ½ OF THE NE ¼ OF SECTION 18, T111N, R51W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA".**

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate this 16th day of January, 2020.

Prepared By:

CDI CIVIL DESIGN INC

Civil Engineers & Land Surveyors
Brookings, South Dakota
Ph. 605-696-3200

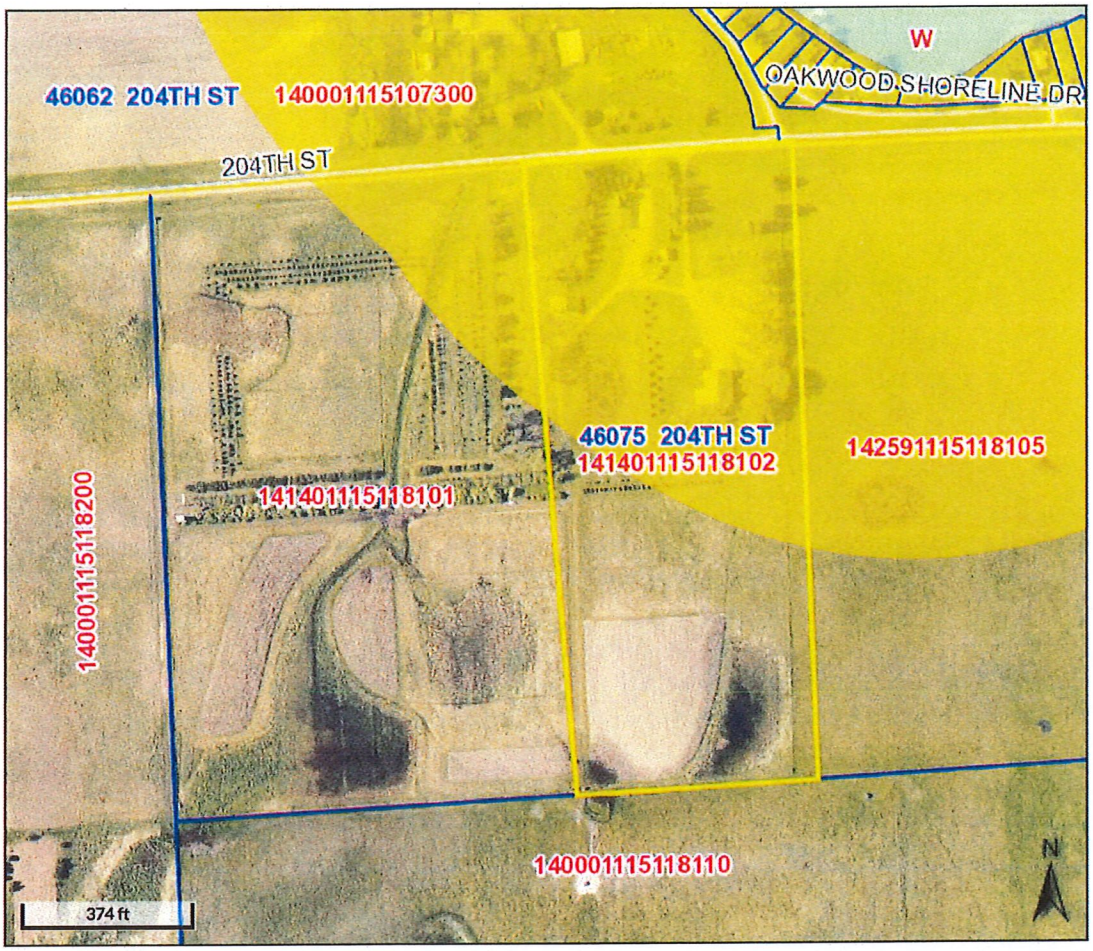


Goodfellow Addition - Lots 1A & 2A

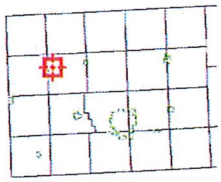
Brookings County South Dakota

2020 plat003 District Layer Map

Beacon™ Brookings County, SD



Overview



Legend

- Brookings City Limits
- City Limits
- Township Boundar
- Sections

Zoning Districts

- Commercial/Indus
- Lake/Park District
- Natural Resource District
- Parcels
- Roads

Parcel ID	141401115118102	**Alternate ID**	n/a	**Owner Address**	GOODFELLOW, VANCE
Sec/Twp/Rng	18-111-51	**Class**	AGC		46075 204TH ST
Property Address	46075 204TH ST	**Acreage**	16		BRUCE SD 57220
	BRUCE				

District 1405

Brief Tax Description GOODFELLOW ADDN LOT 2 N 1/2 NE 1/4 SEC 18-111-51 16.0 ACRES

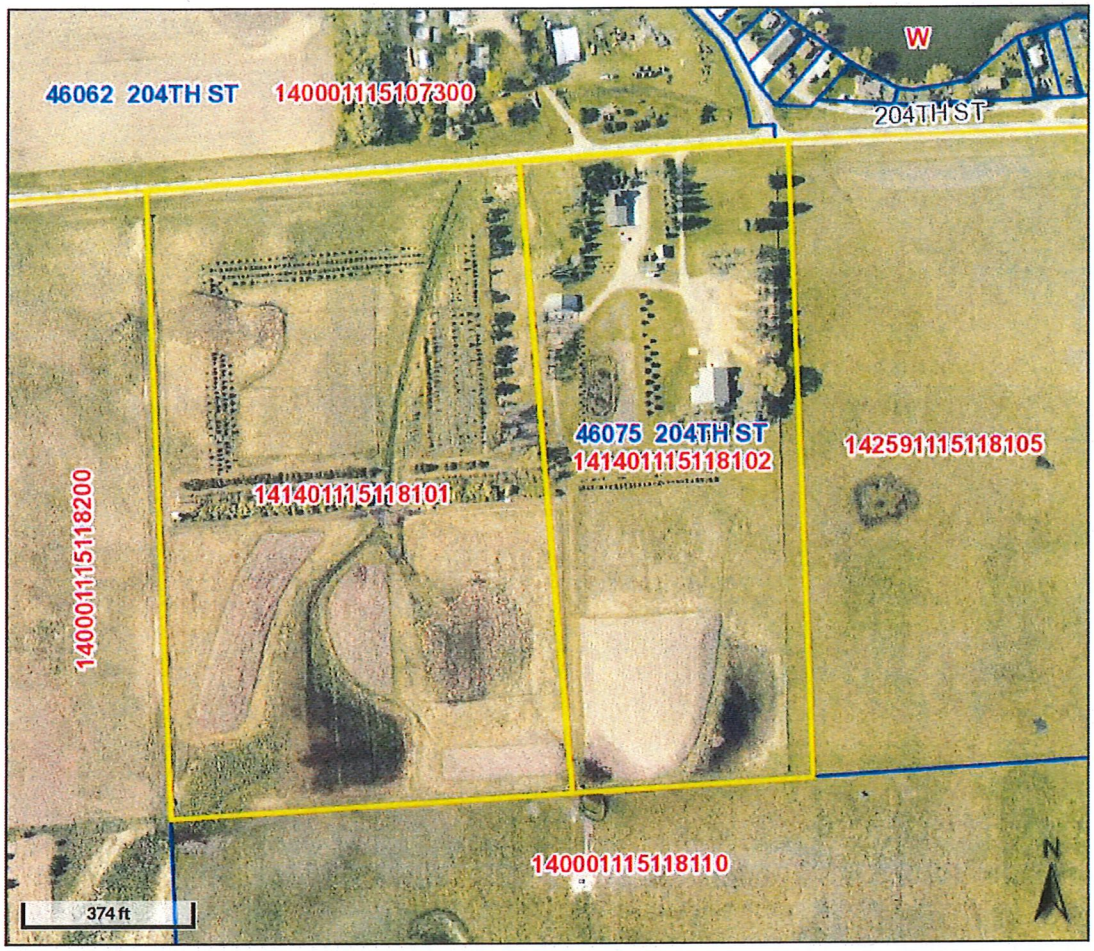
(Note: Not to be used on legal documents)

Date created: 1/15/2020
Last Data Uploaded: 1/15/2020 8:05:01 AM

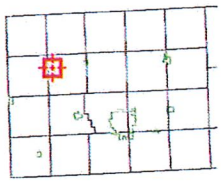
Developed by Schneider GEOSPATIAL

2020 plat 003

Beacon™ Brookings County, SD



Overview



Legend

- Brookings City Limits
- City Limits
- Township Boundar
- Sections
- Parcels
- Roads

Parcel ID	141401115118101	**Alternate ID**	n/a	**Owner Address**	GOODFELLOW, VANCE
Sec/Twp/Rng	18-111-51	**Class**	AGC		46075 204TH ST
Property Address		**Acreage**	24.5		BRUCE SD 57220
District	1405				

Brief Tax Description GOODFELLOW ADDN LOT 1 N 1/2 NE 1/4 SEC 18-111-51 24.5 ACRES
(Note: Not to be used on legal documents)

Date created: 1/14/2020
Last Data Uploaded: 1/14/2020 8:07:15 AM

Developed by Schneider GEOSPATIAL

RESOLUTION NO. __20-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF CONCRETE PIPE BASED UPOIN THE PRICE ESTABLISHED THROUGH CODINGTON COUNTY, SOUTH DAKOTA BID PROCESS.

WHEREAS, the Brookings County Highway Department will need new Concrete Pipe in 2020; and

WHEREAS, Codington County has recently gone through a competitive bidding process for reinforced concrete culverts, concrete box culverts, precast concrete bridge deck units and bridge beams, such bidding process culminating in the bids being opened on February 11, 2020

WHEREAS, Forterra Pipe & Precast, was the lowest responsible bidder under such Codington County, South Dakota, bid process and, Forterra Pipe & Precast is willing to sell to Brookings County under the same terms and options as available to Codington County, a copy of such bid specifications and bid having been filed at the Brookings County Finance Office; and

WHEREAS, pursuant to SDCL 5-18A-22, Brookings County is authorized to purchase supplies or services from any active contract that has been awarded by any governmental entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;

NOW THEREFORE BE IT RESOLVED that the Brookings County Highway Department is hereby authorized and directed to contract for reinforced concrete culverts, concrete box culverts, and precast concrete bridge deck units and bridge beams, with Forterra Pipe & Precast based upon the bid price, or less, as established through the competitive bidding process of Codington County, South Dakota.

Adopted this _____ day of March, 2020.

_____
Chairperson, Brookings County
Board of County Commissioners

ATTEST

_____
Brookings County Finance Officer

Proposal and / or Contract

To The Honorable Board of County Commissioners of CODINGTON CO.

Honorable Commissioners:

In accordance with the advertisement of the County Auditor inviting proposals for the furnishing of culvert pipe, concrete bridge beams, and/or other materials, the undersigned hereby proposes to furnish Reinforced Concrete Culvert Pipe and other Precast concrete products as follows. All material to be furnished shall conform to the specifications as designated by the South Dakota Highway Department and AASHTO.

BID LETTING TO BE HELD ON FEBRUARY 11, 2020 AT 9:00 AM
SCHEDULE OF PRICES FOR THE PERIOD OF MARCH 1, 2020 Through FEBRUARY 28, 2021

REINFORCED CONCRETE PIPE

FOB CODINGTON CO.

SIZE	ROUND PIPE		ARCH PIPE	
	PIPE	END SECTION	PIPE	END SECTION
in	ft	each	ft	each
12" CL5	$ 15.31	$ 433.94	$ -	$ -
15" CL4	$ 18.96	$ 454.61	$ -	$ -
18" CL3	$ 23.19	$ 487.85	$ 39.11	$ 539.06
24" CL3	$ 32.46	$ 656.38	$ 57.80	$ 611.80
30" CL3	$ 47.52	$ 883.23	$ 78.68	$ 888.61
36" CL2	$ 59.36	$ 1,212.09	$ 95.64	$ 1,159.46
42" CL2	$ 86.17	$ 1,336.80	$ 114.77	$ 1,352.05
48" CL2	$ 106.95	$ 1,534.60	$ 139.92	$ 1,525.00
60" CL2	$ 165.59	$ 1,995.32	$ 204.00	$ 2,006.51
72" CL2	$ 233.19	$ 2,444.21	$ 282.98	$ 2,664.40
84" CL2	$ 307.46	$ 3,156.46	$ 385.26	$ 3,781.80
96" CL2	$ 378.44	$ -	$ -	$ -
108" CL2	$ 563.45	$ -	$ -	$ -
120" CL2	$ 828.24	$ -	$ -	$ -
4 X 5 Cattle Pass CL2	$ 183.48	$ 1,635.83	$ -	$ -
4 X 6 Cattle Pass CL2	$ 204.29	$ 2,709.89	$ -	$ -
5 X 7 Cattle Pass CL2	$ 282.98	$ 3,041.79	$ -	$ -

3/4" Tie Bolts $ 27.80 each

1" Tie Bolts $ 41.40

To convert Class 2 prices to Class 3 prices, add 8% for 36" through 60" round pipe, 36" through 42" arch pipe, and all cattle pass; add 14% for 72" through 84" round pipe and 48" through 84" arch pipe.

Filter fabric, when required, is available in 1' x 360' rolls at $77.60 per roll.

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCST, INC.
PRECAST CONCRETE BOX CULVERTS
STRUCTURAL DESIGN BY FORTERRA

Price FOB CODINGTON CO.

Size Span X Rise	Length of Section	Weight Each	Barrel Section PLF	End Section Price Each	End Section Length	2' Deep Cutoff Walls Each	9" x 12" Parapets Each
6 X 3	6'-0"	14200	$ 342.00	$ 2,003.00	6'	$ 606.00	$ 376.00
6 X 4	6'-0"	15400	$ 359.00	$ 2,183.00	6'	$ 606.00	$ 376.00
6 X 5	6'-0"	16600	$ 377.00	$ 3,860.00	10'	$ 606.00	$ 376.00
6 X 6	6'-0"	17800	$ 399.00	$ 4,177.00	12'	$ 606.00	$ 376.00
7 X 3	6'-0"	15400	$ 363.00	$ 2,114.00	6'	$ 636.00	$ 384.00
7 X 4	6'-0"	16600	$ 380.00	$ 2,281.00	6'	$ 636.00	$ 384.00
7 X 5	6'-0"	17800	$ 411.00	$ 4,025.00	10'	$ 636.00	$ 384.00
7 X 6	6'-0"	19000	$ 425.00	$ 4,285.00	12'	$ 636.00	$ 384.00
7 X 7	6'-0"	20200	$ 436.00	$ 5,204.00	12'	$ 636.00	$ 384.00
8 X 4	6'-0"	17800	$ 426.00	$ 2,430.00	6'	$ 659.00	$ 389.00
8 X 5	6'-0"	19000	$ 439.00	$ 4,299.00	10'	$ 659.00	$ 389.00
8 X 6	6'-0"	20200	$ 454.00	$ 4,638.00	12'	$ 659.00	$ 389.00
8 X 7	6'-0"	21400	$ 473.00	$ 5,719.00	12'	$ 659.00	$ 389.00
8 X 8	6'-0"	22600	$ 495.00	$ 7,310.00	16'	$ 659.00	$ 389.00
9 X 4	6'-0"	19400	$ 446.00	$ 2,578.00	6'	$ 689.00	$ 396.00
9 X 5	6'-0"	20600	$ 462.00	$ 4,479.00	10'	$ 689.00	$ 396.00
9 X 6	6'-0"	21900	$ 481.00	$ 4,860.00	12'	$ 689.00	$ 396.00
9 X 7	6'-0"	23100	$ 497.00	$ 5,966.00	12'	$ 689.00	$ 396.00
9 X 8	6'-0"	24300	$ 522.00	$ 7,473.00	16'	$ 689.00	$ 396.00
	6'-0"	25600	$ 546.00	$ 8,008.00	18'	$ 689.00	$ 396.00
10 X 4	6'-0"	20700	$ 462.00	$ 2,737.00	6'	$ 716.00	$ 402.00
10 X 5	6'-0"	21900	$ 485.00	$ 4,711.00	10'	$ 716.00	$ 402.00
10 X 6	6'-0"	23100	$ 504.00	$ 5,598.00	12'	$ 716.00	$ 402.00
10 X 7	6'-0"	24300	$ 522.00	$ 6,287.00	12'	$ 716.00	$ 402.00
10 X 8	6'-0"	25500	$ 544.00	$ 7,846.00	16'	$ 716.00	$ 402.00
10 X 9	6'-0"	26700	$ 593.00	$ 8,292.00	18'	$ 716.00	$ 402.00
10 X 10	6'-0"	27900	$ 613.00	$ 9,893.00	18'	$ 716.00	$ 402.00
11 X 4	6'-0"	22900	$ 506.00	$ 3,066.00	6'	$ 759.00	$ 411.00
11 X 5	6'-0"	24150	$ 527.00	$ 5,461.00	10'	$ 759.00	$ 411.00
11 X 6	6'-0"	25400	$ 581.00	$ 6,022.00	12'	$ 759.00	$ 411.00
11 X 7	6'-0"	26600	$ 595.00	$ 6,852.00	12'	$ 759.00	$ 411.00
11 X 8	6'-0"	27900	$ 614.00	$ 8,667.00	16'	$ 759.00	$ 411.00
11 X 9	6'-0"	29100	$ 633.00	$ 9,337.00	18'	$ 759.00	$ 411.00
11 X 10	6'-0"	30350	$ 659.00	$ 10,786.00	18'	$ 759.00	$ 411.00
11 X 11	6'-0"	31600	$ 697.00	$ 13,075.00	22'	$ 759.00	$ 411.00

See Page 5 for Necessary Box Culvert Items and Additional Notes

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS, INC.
PRECAST CONCRETE BOX CULVERTS
STRUCTURAL DESIGN BY FORTERRA

Price FOB CODINGTON CO.

Size Span X Rise	Length of Section	Weight Each	Barrel Section PLF	End Section Price Each	End Section Length	2' Deep Cutoff Walls Each	9" x 12" Parapets Each
12 X 4	6'-0"	24900	$ 550.00	$ 3,236.00	6'	$ 805.00	$ 420.00
12 X 5	6'-0"	26100	$ 576.00	$ 5,709.00	10'	$ 805.00	$ 420.00
12 X 6	6'-0"	27300	$ 623.00	$ 6,367.00	12'	$ 805.00	$ 420.00
12 X 7	6'-0"	28100	$ 642.00	$ 7,199.00	12'	$ 805.00	$ 420.00
12 X 8	6'-0"	29700	$ 658.00	$ 8,983.00	16'	$ 805.00	$ 420.00
12 X 9	6'-0"	30900	$ 673.00	$ 9,705.00	18'	$ 805.00	$ 420.00
12 X 10	6'-0"	31800	$ 707.00	$ 11,350.00	20'	$ 805.00	$ 420.00
12 X 11	6'-0"	33300	$ 746.00	$ 13,539.00	22'	$ 805.00	$ 420.00
12 X 12	6'-0"	34500	$ 790.00	$ 14,371.00	24'	$ 805.00	$ 420.00
13 X 6	6'-0"	30400	$ 658.00	$ 6,818.00	12'	$ 829.00	$ 424.00
13 X 7	6'-0"	31650	$ 682.00	$ 7,896.00	12'	$ 829.00	$ 424.00
13 X 8	6'-0"	32900	$ 709.00	$ 10,212.00	16'	$ 829.00	$ 424.00
13 X 9	6'-0"	34200	$ 734.00	$ 11,090.00	18'	$ 829.00	$ 424.00
13 X 10	6'-0"	35400	$ 773.00	$ 12,663.00	18'	$ 829.00	$ 424.00
13 X 11	6'-0"	36700	$ 810.00	$ 14,953.00	22'	$ 829.00	$ 424.00
13 X 12	6'-0"	37950	$ 853.00	$ 15,889.00	24'	$ 829.00	$ 424.00
14 X 4	6'-0"	29500	$ 627.00	$ 3,809.00	6'	$ 859.00	$ 434.00
14 X 5	6'-0"	30800	$ 651.00	$ 6,228.00	10'	$ 859.00	$ 434.00
14 X 6	6'-0"	32000	$ 655.00	$ 6,969.00	12'	$ 859.00	$ 434.00
14 X 7	6'-0"	33300	$ 705.00	$ 8,224.00	12'	$ 859.00	$ 434.00
14 X 8	6'-0"	34500	$ 735.00	$ 10,990.00	16'	$ 859.00	$ 434.00
14 X 9	6'-0"	37500	$ 783.00	$ 11,731.00	18'	$ 859.00	$ 434.00
14 X 10	6'-0"	38900	$ 826.00	$ 13,604.00	18'	$ 859.00	$ 434.00
14 X 11	6'-0"	40300	$ 862.00	$ 15,929.00	22'	$ 859.00	$ 434.00
14 X 12	6'-0"	41700	$ 896.00	$ 17,177.00	24'	$ 859.00	$ 434.00
14 X 13	6'-0"	43200	$ 938.00	$ 18,718.00	24'	$ 859.00	$ 434.00
14 X 14	6'-0"	44600	$ 970.00	$ 21,570.00	28'	$ 859.00	$ 434.00

See Page 5 for Necessary Box Culvert Items and Additional Notes

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS, INC.
DOUBLE CELL PRECAST CONCRETE BOX CULVERTS
FORTERRA CONCRETE DESIGN

Price FOB CODINGTON CO.

Size Span X Rise	Length of Section	Weight Each	Barrell Section PLF	End Section Price Each	End Section Length	2' Deep Cutoff Walls Each	9" x 12" Parapets Each
DBL 7 X 3	6'-0"	28100	$ 672.00	$ 3,712.00	6'	$ 901.00	$ 597.00
DBL 7 X 4	6'-0"	29900	$ 693.00	$ 4,164.00	6'	$ 901.00	$ 597.00
DBL 7 X 5	6'-0"	31800	$ 710.00	$ 6,942.00	10'	$ 901.00	$ 597.00
DBL 7 X 6	6'-0"	33700	$ 732.00	$ 8,189.00	12'	$ 901.00	$ 597.00
DBL 7 X 7	6'-0"	35500	$ 758.00	$ 9,423.00	12'	$ 901.00	$ 597.00
DBL 8 X 4	6'-0"	32400	$ 719.00	$ 4,477.00	6'	$ 971.00	$ 611.00
DBL 8 X 5	6'-0"	34300	$ 741.00	$ 7,201.00	10'	$ 971.00	$ 611.00
DBL 8 X 6	6'-0"	36200	$ 774.00	$ 7,953.00	12'	$ 971.00	$ 611.00
DBL 8 X 7	6'-0"	38100	$ 806.00	$ 9,902.00	12'	$ 971.00	$ 611.00
DBL 8 X 8	6'-0"	39900	$ 832.00	$ 12,115.00	16'	$ 971.00	$ 611.00
DBL 9 X 4	6'-0"	34900	$ 771.00	$ 4,801.00	6'	$ 1,027.00	$ 629.00
DBL 9 X 5	6'-0"	36800	$ 796.00	$ 8,008.00	10'	$ 1,027.00	$ 629.00
DBL 9 X 6	6'-0"	38700	$ 818.00	$ 8,384.00	12'	$ 1,027.00	$ 629.00
DBL 9 X 7	6'-0"	40600	$ 842.00	$ 10,203.00	12'	$ 1,027.00	$ 629.00
DBL 9 X 8	6'-0"	42500	$ 862.00	$ 12,553.00	16'	$ 1,027.00	$ 629.00
DBL 9 X 9	6'-0"	44400	$ 886.00	$ 13,184.00	18'	$ 1,027.00	$ 629.00
DBL 10 X 4	6'-0"	37400	$ 835.00	$ 5,119.00	6'	$ 1,109.00	$ 642.00
DBL 10 X 5	6'-0"	39300	$ 859.00	$ 8,148.00	10'	$ 1,109.00	$ 642.00
DBL 10 X 6	6'-0"	41200	$ 882.00	$ 9,482.00	12'	$ 1,109.00	$ 642.00
DBL 10 X 7	6'-0"	44880	$ 909.00	$ 10,834.00	12'	$ 1,109.00	$ 642.00
DBL 10 X 8	6'-0"	46800	$ 935.00	$ 13,334.00	16'	$ 1,109.00	$ 642.00
DBL 10 X 9	6'-0"	48720	$ 964.00	$ 14,007.00	18'	$ 1,109.00	$ 642.00
DBL 10 X 10	6'-0"	50640	$ 1,002.00	$ 16,544.00	18'	$ 1,109.00	$ 642.00
DBL 11 X 4	6'-0"	45600	$ 914.00	$ 5,803.00	6'	$ 1,198.00	$ 655.00
DBL 11 X 5	6'-0"	47580	$ 941.00	$ 9,430.00	10'	$ 1,198.00	$ 655.00
DBL 11 X 6	6'-0"	49500	$ 966.00	$ 10,171.00	12'	$ 1,198.00	$ 655.00
DBL 11 X 7	6'-0"	51120	$ 1,005.00	$ 12,098.00	12'	$ 1,198.00	$ 655.00
DBL 11 X 8	6'-0"	53370	$ 1,036.00	$ 14,294.00	16'	$ 1,198.00	$ 655.00
DBL 11 X 9	6'-0"	55320	$ 1,066.00	$ 15,414.00	18'	$ 1,198.00	$ 655.00
DBL 11 X 10	6'-0"	57240	$ 1,092.00	$ 17,902.00	18'	$ 1,198.00	$ 655.00
DBL 11 X 11	5'-0"	51800	$ 1,126.00	$ 20,619.00	22'	$ 1,198.00	$ 655.00

See Page 5 for Necessary Box Culvert Items and Additional Notes

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS, INC.
DOUBLE CELL PRECAST CONCRETE BOX CULVERTS
FORTERRA CONCRETE DESIGN

Price FOB CODINGTON CO.

Size Span X Rise	Length of Section	Weight Each	Barrell Section PLF	End Section Price Each	End Section Length	2' Deep Cutoff Walls Each	9" x 12" Parapets Each
DBL 12 X 4	6'-0"	48720	$ 956.00	$ 6,158.00	6'	$ 1,298.00	$ 667.00
DBL 12 X 5	6'-0"	50640	$ 991.00	$ 9,581.00	10'	$ 1,298.00	$ 667.00
DBL 12 X 6	6'-0"	52560	$ 1,018.00	$ 10,472.00	12'	$ 1,298.00	$ 667.00
DBL 12 X 7	6'-0"	54480	$ 1,050.00	$ 14,235.00	12'	$ 1,298.00	$ 667.00
DBL 12 X 8	6'-0"	56400	$ 1,073.00	$ 15,194.00	16'	$ 1,298.00	$ 667.00
DBL 12 X 9	6'-0"	58380	$ 1,107.00	$ 16,000.00	18'	$ 1,298.00	$ 667.00
DBL 12 X 10	5'-0"	51600	$ 1,137.00	$ 20,320.00	18'	$ 1,298.00	$ 667.00
DBL 12 X 11	5'-0"	55700	$ 1,171.00	$ 21,242.00	22'	$ 1,298.00	$ 667.00
DBL 12 X 12	5'-0"	57500	$ 1,199.00	$ 21,909.00	24'	$ 1,298.00	$ 667.00
DBL 14 X 4	6'-0"	57300	$ 1,122.00	$ 7,325.00	6'	$ 1,486.00	$ 766.00
DBL 14 X 5	6'-0"	59220	$ 1,144.00	$ 10,746.00	10'	$ 1,486.00	$ 766.00
DBL 14 X 6	5'-0"	51000	$ 1,172.00	$ 11,640.00	12'	$ 1,486.00	$ 766.00
DBL 14 X 7	5'-0"	54200	$ 1,251.00	$ 15,574.00	12'	$ 1,486.00	$ 766.00
DBL 14 X 8	5'-0"	55800	$ 1,281.00	$ 17,829.00	16'	$ 1,486.00	$ 766.00
DBL 14 X 9	5'-0"	57450	$ 1,313.00	$ 19,056.00	18'	$ 1,486.00	$ 766.00
DBL 14 X 10	4'-0"	48400	$ 1,349.00	$ 23,872.00	18'	$ 1,486.00	$ 766.00
DBL 14 X 11	4'-0"	51600	$ 1,380.00	$ 25,706.00	22'	$ 1,486.00	$ 766.00
DBL 14 X 12	4'-0"	53200	$ 1,408.00	$ 26,975.00	24'	$ 1,486.00	$ 766.00
DBL 14 X 13	4'-0"	56800	$ 1,513.00	$ 31,886.00	24'	$ 1,486.00	$ 766.00
DBL 14 X 14	4'-0"	58600	$ 1,540.00	$ 33,711.00	28'	$ 1,486.00	$ 766.00

1.) The above prices are for furnishing Precast Box Culverts designed for HL-93 and Alternate live load with fill heights ranging from 0' - 10' of cover.

2.) Alternate style End Sections available upon request.

3.) Box culverts over 14' wide will require a separate haul quote.

Misc. Box Culvert Items

Joint Sealant (1.00" X 14.5')	$	18.00	/EA
Galvanized Tie Bolt	$	60.00	/EA
Joint Fabric (2.5' X 360' Roll)	$	155.00	/EA
9"X9" EDM Lift Hole Covers	$	3.20	/EA
Set Grout (.5 Cu Ft.)	$	22.50	/EA
Pourable Epoxy (2 Gallons)	$	214.40	/EA
Fence Anchor Assembly	$	42.75	/EA
#4X12" Epoxy Dowel	$	3.20	/EA

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS

PRESTRESSED CONCRETE BRIDGE DECK UNITS AND ABUTMENT PLANK

Price FOB CODINGTON CO.

Length	23" Deep X 3' 10" Wide		30" Deep x 3' 10" Wide		Minimum Rail Post Quantity
	Weight	Price	Weight	Price	
FT.	LBS	EACH	LBS	EACH	Per Ext/Span
20	10100	$ 2,713.00 *	12300	$ 3,054.00 *	3
25	12400	$ 3,215.00	15000	$ 3,632.00	4
30	14700	$ 3,782.00	17800	$ 4,335.00	4
35	17000	$ 4,467.00	20500	$ 4,832.00	5
40	19300	$ 4,864.00	23300	$ 5,349.00	6
45	21900	$ 5,811.00	26600	$ 6,553.00	6
50			29400	$ 7,066.00	7
55			32200	$ 7,656.00	7
60			34900	$ 8,270.00	8
65			37700	$ 8,847.00	9

Rail Post Connections $110.00

* The above prices are for interior deck units. Exterior deck prices are $110.00 times the minimum rail post quantity added to the interior price.

Bearing Items

Bonded bearing pads and access., SDDOT design	$222.00
Loose bearing pads	$136.00

End Plank 3"	$	26.00	PSF

1.) The above prices are for standard deck units and applicable AASHTO and SDDOT design. See drawing on backside for allowable loading vs span.
2.) For non-standard lengths, use the price of the next longer 5' increment.
3.) The above prices are for no skew. Add $135.00 per deck unit for standard skews of 15 degrees or 30 degrees. Special skews on request.
4.) Standard units have full depth end diaphragms. Units 45' and longer also have a center diaphragm. Add $165.00 for each extra diaphragm.

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS, INC.

CONTRACT

This agreement made this _____ day of _____, 20 ___, between CODINGTON CO. through its Commissioners, hereinafter called the *party of the first part* and FORTERRA CONCRETE PRODUCTS, INC., Rapid City, South Dakota or their successors, executors, administrators and assigns, hereafter called the party of the second part.

That for and in consideration of payment heretofore mentioned, to be made by the *party of the first part*, the party of the second part agrees to furnish to CODINGTON CO., FORTERRA Reinforced Concrete Culvert Pipe, Concrete Bridge Beams and/or other precast concrete products as may be (designed) (ordered) (required), F.O.B. job site as near as possible by trucks. All prices are based on a 48,000 lb. minimum load. Lighter loads may be subject to a freight adjustment.

All delivery agreements contained herein are contingent upon delays due to causes beyond our control.

In consideration of the furnished FORTERRA products heretofore specified, in compliance herewith, the *party of the first part* agrees to pay the *party of the second part*, the sums of money hereinbefore mentioned in the following manner, to wit:

IN WITNESS WHEREOF, the *parties* hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

_____
County Auditor

COUNTY OF _____

by _____
Chairman, Board of County Commissioners
Party of the First Part

FORTERRA CONCRETE PRODUCTS, INC.

by _____ - SD Sales Manager
Party of the Second Part

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

Proposal and / or Contract

To the Honorable Board of County Commissioners:

We would like to offer you the following prices on our prestressed concrete bulb tee bridge deck as a **separate** quotation for precast prestressed bridge decks. These prices **do not** include freight as do the rest of our precast prestressed bridge decks. Because of the length and weight of these beams, freight costs will vary substantially based upon length of haul and location of jobsite.

We offer you these prices FOB our plant. The total freight charge per bridge site can be provided as an informal quotation at such time as bridge length and location are determined.

PRESTRESSED CONCRETE BULB TEE BRIDGE DECK UNITS
FOB RAPID CITY PLANT

	40" Deep X 6'-0" Wide		Minimum
Length	Weight	Interior Deck Price	Rail Post Quantity
FT.	LBS	EACH	Per Ext/Span
40	38800	$ 8,062.00	6
45	43700	$ 8,999.00	7
50	48500	$ 10,322.00	7
55	53400	$ 11,300.00	8
60	58200	$ 12,293.00	8
65	63100	$ 13,102.00	9
70	67900	$ 14,297.00	10
75	72800	$ 15,309.00	10
80	77600	$ 16,473.00	11
85	82500	$ 17,718.00	11
90	87300	$ 18,652.00	12
95	92200	$ 19,585.00	13
99	96000	$ 20,671.00	13

	40" Deep X 6'-6" Wide		Minimum
Length	Weight	Interior Deck Price	Rail Post Quantity
FT.	LBS	EACH	Per Ext/Span
40	41400	$ 8,471.00	6
45	46600	$ 9,416.00	7
50	51700	$ 10,769.00	7
55	56900	$ 11,811.00	8
60	62000	$ 13,256.00	8
65	67200	$ 14,080.00	9
70	72400	$ 15,152.00	10
75	77600	$ 16,320.00	10
80	82800	$ 17,251.00	11
85	87900	$ 18,342.00	11
90	93100	$ 19,427.00	12
95	98300	$ 20,671.00	13
99	102400	$ 21,759.00	13

TERMS: NET 30 DAYS

Proposal and / or Contract

To the Honorable Board of County Commissioners:

We would like to offer you the following prices on our prestressed concrete bulb tee bridge deck as a **separate** quotation for precast prestressed bridge decks. These prices **do not** include freight as do the rest of our precast prestressed bridge decks. Because of the length and weight of these beams, freight costs will vary substantially based upon length of haul and location of jobsite.

We offer you these prices FOB our plant. The total freight charge per bridge site can be provided as an informal quotation at such time as bridge length and location are determined.

PRESTRESSED CONCRETE BULB TEE BRIDGE DECK UNITS
FOB RAPID CITY PLANT

	40" Deep X 8'-0" Wide		Minimum
Length	Weight	Interior Deck Price	Rail Post Quantity
FT.	LBS	EACH	Per Ext/Span
40	51600	$ 9,669.00	6
45	58100	$ 10,662.00	7
50	64600	$ 12,247.00	7
55	71000	$ 13,446.00	8
60	77500	$ 14,828.00	8
65	84000	$ 16,164.00	9
70	90400	$ 17,564.00	10
75	96800	$ 18,962.00	10
80	103300	$ 20,207.00	11
85	109800	$ 21,449.00	11
90	116200	$ 22,845.00	12

T- 101 Rail Post Connections $ 130.00 per connection

* The above prices are for interior deck units. Exterior deck prices are $ 130.00 times the minimum rail post quantity added to the interior price. The T-101 rail post connection is the only style available. The required bolts are not included.

Bearing Items

Loose bearing pads $ 258.00 per deck unit

Diaphragms

Sleeves are cast in beams at midspan and at beam ends to accept either steel or cast in place diaphragms.

1.) The above prices are for standard deck units designed per AASHTO and DOT requirements. See drawing on backside for allowable loading vs span.
2.) For non-standard lengths, use the price of the next longer 5' increment.
3.) The above prices are for no skew. Contact Rapid City Office if skew is required or for freight arrangements.

TERMS: NET 30 DAYS

FORTERRA CONCRETE PRODUCTS, INC.

PRESTRESSED CONCRETE BULB TEE BRIDGE DECK
C O N T R A C T

This agreement made this _____ day of _____, 20 ___, between CODINGTON CO. through its Commissioners, hereinafter called the *party of the first part* and FORTERRA CONCRETE PRODUCTS, INC., Rapid City, South Dakota or their successors, executors, administrators and assigns, hereafter called the party of the second part.

That for and in consideration of payment heretofore mentioned, to be made by the *party of the first part*, the party of the second part agrees to furnish to CODINGTON CO., FORTERRA Prestressed Concrete Bulb Tee Bridge Decks as may be required, F.O.B. Rapid City plant site. The total freight per bridge site can be provided as an informal quotation at such time as bridge length and location are determined.

In consideration of the furnished FORTERRA products heretofore specified, in compliance herewith, the *party of the first part* agrees to pay the *party of the second part*, the sums of money hereinbefore mentioned in the following manner, to wit:

IN WITNESS WHEREOF, the *parties* hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

_____
County Auditor

COUNTY OF _____

by _____
Chairman, Board of County Commissioners
Party of the First Part

FORTERRA CONCRETE PRODUCTS, INC.

by _____ - SD Sales Manager
Party of the Second Part

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

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

AGREEMENT made as of the 9th day of January in the year 2020
(In words, indicate day, month and year.)

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

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

and the Construction Manager:
(Name, legal status and address)

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

for the following Project:
(Name and address or location)

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

The Architect:
(Name, legal status and address)

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

The Owner's Designated Representative:
(Name, address and other information)

Brookings County Commission Office
Stacy Steffensen, Commission Department Director
520 3rd Street, Suite 210
Brookings, SD 57006

The Construction Manager's Designated Representative:
(Name, address and other information)

Chad Nelson, Senior Project Manager
Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

The Architect's Designated Representative:
(Name, address and other information)

Bruce Schwartzman, Partner
Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

The Owner and Construction Manager agree as follows.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 OWNER'S RESPONSIBILITIES

4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6 COST OF THE WORK FOR CONSTRUCTION PHASE

7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

8 INSURANCE AND BONDS

9 DISPUTE RESOLUTION

10 TERMINATION OR SUSPENSION

11 MISCELLANEOUS PROVISIONS

12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Any use of the CM contingency requires written or email notification of the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. Any bid submitted by a "related party" shall be received by the Owner 24 hours prior to bid opening time or opened in the presence of the Owner.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

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

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fifteen Thousand Dollars ($15,000.00).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty(30) days after receipt by Owner/Architect shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The prime rate published in the Wall Street Journal on the date the payment becomes due.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Cost of the Work Plus 2.55%.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Same as 5.1.1

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty-Five percent (85 %) of the standard rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit ($0.00)
TBD		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

All savings accrue to the owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel for work directly related to the project.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 6.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- **.2** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

N/A

§ 7.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth day of the next month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner and Architect receive the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of Zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Zero percent (0 %) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

.8 Upon review and approval, the Owner shall pay in an amount equal to the value of the labor and material furnished plus the material adequately stored subject to Section 7.1.9. A partial payment estimate must include retentions or retainage as follows: ten percent of each subcontract amount until the project is fifty percent completed with no further retainage during the continuance of the contract unless unsatisfactory progress or performance is documented. The Owner may, upon completion of ninety-five percent of the contract, pay to the contractor up to ninety-five percent of the amount retained from previous estimates. The remaining amount retained must be paid to the contractor in the amounts and at the times approved by the architect. The Owner shall make final payment of all moneys due to the contractor following completion of all work, acceptance of the project by the Owner, and the provision of necessary releases.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site not withstanding this prior approval, insurance listing First PREMIER Bank as additional insured and evidence as provided by the subcontract, will be required.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

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

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

N/A

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall not provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
See Exhibit "B"	Insurance Requirements

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

§ 10.4

The Owner may suspend for a period of two years from the date of this Agreement or terminate this entire Agreement subject to the outcome of litigation between Owner and City of Brookings regarding this project. The fees associated with termination would only include actual costs incurred by Construction Manager and shall be limited to Construction Manager preconstruction phase services of $15,000. The Owner will not agree, sign or enter into a Guaranteed Maximum Price Amendment until Owner's litigation with the City of Brookings is resolved.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

§ 11.3 Governing Law
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Staff Rates:

Dave Derry – Chairman/Preconstruction (As Required)	In Fee
Jerry Fromm – President (As Required)	In Fee
Mike Ralston – Preconstruction Services	In Preconstruction Fee
Chad Nelson – Senior Project Manager (Part-Time)	$88.84/Hr.
Al Fincher – Senior Project Superintendent (Full-Time)	$80.50/Hr.
John Gliko – Assistant Project Manager (Full-Time)	$50.17/Hr.
Scott Amundson – BIM Coordinator (10% Time)	$66.08/Hr.
Steve Halvorsen – Risk Manager (10% Time)	$88.67/Hr.

ARTICLE 12 SCOPE OF THE AGREEMENT
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stacy Steffensen, Commission Department Director	Dave Derry, Chairman
(Printed name and title)	*(Printed name and title)*

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Additions and Deletions Report for

AIA® Document A133™ – 2009

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:18:45 ET on 03/05/2020.

PAGE 1

AGREEMENT made as of the 9th day of January in the year 2020

...

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

...

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

...

Brookings County Commission Office
Stacy Steffensen, Commission Department Director
520 3rd Street, Suite 210
Brookings, SD 57006

...

Chad Nelson, Senior Project Manager
Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

PAGE 2

Additions and Deletions Report for AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Bruce Schwartzman, Partner
Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401
PAGE 3

12 SCOPE OF THE AGREEMENT

~~EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT~~
PAGE 4

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
PAGE 5

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Any use of the CM contingency requires written or email notification of the Owner.
PAGE 6

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed upon~~ agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

...

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a ~~cost plus~~ cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. Any bid submitted by a "related party" shall be received by the Owner 24 hours prior to bid opening time or opened in the presence of the Owner.
PAGE 7

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ systems sustainability and site requirements.
PAGE 8

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document ~~B133™–2014,~~ B103™–2007, Standard Form of Agreement Between Owner and Architect, ~~Construction Manager as Constructor Edition.~~ including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

Additions and Deletions Report for AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

...

Fifteen Thousand Dollars ($15,000.00).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (Thirty(30) days after the invoice date receipt by Owner/Architect shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

% The prime rate published in the Wall Street Journal on the date the payment becomes due.

...

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

...

Cost of the Work Plus 2.55%.

...

Same as 5.1.1

...

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty-Five percent (85 %) of the standard rate paid at the place of the Project.

...

TBD

...

All savings accrue to the owner.

PAGE 10

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. for work directly related to the project.

PAGE 13

N/A

§ 7.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth

Additions and Deletions Report for AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

day of the next month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the ~~Architect receives~~ Owner and Architect receive the Application for Payment.

PAGE 14

.3 Add the Construction Manager's Fee, less retainage of Zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Zero percent (0 %) from that portion of the Work that the Construction Manager self-performs;

...

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

.8 Upon review and approval, the Owner shall pay in an amount equal to the value of the labor and material furnished plus the material adequately stored subject to Section 7.1.9. A partial payment estimate must include retentions or retainage as follows: ten percent of each subcontract amount until the project is fifty percent completed with no further retainage during the continuance of the contract unless unsatisfactory progress or performance is documented. The Owner may, upon completion of ninety-five percent of the contract, pay to the contractor up to ninety-five percent of the amount retained from previous estimates. The remaining amount retained must be paid to the contractor in the amounts and at the times approved by the architect. The Owner shall make final payment of all moneys due to the contractor following completion of all work, acceptance of the project by the Owner, and the provision of necessary releases.

PAGE 15

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the ~~site.~~site not withstanding this prior approval, insurance listing First PREMIER Bank as additional insured and evidence as provided by the subcontract, will be required.

...

N/A

PAGE 16

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall not provide bonds as set forth in Article 11 of AIA Document A201–2007.

...

See Exhibit "B" Insurance Requirements

...

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

...

N/A

PAGE 17

§ 10.4

The Owner may suspend for a period of two years from the date of this Agreement or terminate this entire Agreement

Additions and Deletions Report for AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

subject to the outcome of litigation between Owner and City of Brookings regarding this project. The fees associated with termination would only include actual costs incurred by Construction Manager and shall be limited to Construction Manager preconstruction phase services of $15,000. The Owner will not agree, sign or enter into a Guaranteed Maximum Price Amendment until Owner's litigation with the City of Brookings is resolved.

PAGE 18

Staff Rates:

Dave Derry – Chairman/Preconstruction (As Required)	In Fee
Jerry Fromm – President (As Required)	In Fee
Mike Ralston – Preconstruction Services	In Preconstruction Fee
Chad Nelson – Senior Project Manager (Part-Time)	$88.84/Hr.
Al Fincher – Senior Project Superintendent (Full-Time)	$80.50/Hr.
John Gliko – Assistant Project Manager (Full-Time)	$50.17/Hr.
Scott Amundson – BIM Coordinator (10% Time)	$66.08/Hr.
Steve Halvorsen – Risk Manager (10% Time)	$88.67/Hr.

...

N/A

~~.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

...

N/A

...

Stacy Steffensen, Commission Department Director

Dave Derry, Chairman

Additions and Deletions Report for AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:18:45 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:45 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1866551413)

AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

THE OWNER:
(Name, legal status and address)

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

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

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

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

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed TBD ($TBD), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

TBD

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

TBD

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:36 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (2037658190)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price ($0.00)
TBD	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

TBD

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
TBD

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
TBD

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

N/A

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

TBD

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stacy Steffensen, Commission Department Director	Dave Derry, Chairman
(Printed name and title)	*(Printed name and title)*

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:36 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (2037658190)

Additions and Deletions Report for

AIA® Document A133™ – 2009 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:19:36 ET on 03/05/2020.

PAGE 1

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (~~$ —~~TBD ($TBD), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

TBD

...

TBD

PAGE 2

TBD

...

TBD

...

N/A

...

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:36 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (2037658190)

TBD

...

TBD

...

N/A

...

TBD

...

Stacy Steffensen, Commission Department Director

Dave Derry, Chairman

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:36 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (2037658190)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:19:36 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:36 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (2037658190)

Exhibit "B" – Insurance Requirements

Workers Compensation Insurance

$100,000	Each accident
$500,000	Disease, policy limit
$100,000	Disease, each employee

Commercial General Liability Insurance

$1,000,000	Each Occurrence
$2,000,000	General aggregate
$1,000,000	Personal and advertising injury
$2,000,000	Products completed operations aggregate

1. Policy shall be endorsed to have the general aggregate per Project
2. Products and completed operations insurance should be maintained for a minimum period of at least 2 years following substantial completion or final payment for the project.

Automobile Liability Insurance (owned, non-owned and hired vehicles) for bodily injury and property damage.

$1,000,000	Each Occurrence

Umbrella or Excess Liability

$5,000,000	Over primary insurance

Contractors Professional Liability and Pollution Liability

$2,000,000	Each Accident
$4,000,000	Aggregate

Builders Risk

1. Builders Risk policy to include specified testing coverage, i.e. hot and cold testing.
2. Owner shall be responsible for all deductibles.

Additional Items to be Included

1. Owner to be added as Additional Insured on a Primary/Noncontributory basis as respects general liability, auto liability and umbrella liability.
2. The contract to include Mutual Waiver of Subrogation on General Liability, Automobile, Umbrella and Workers Compensation policies.
3. Contract to require 30 day cancellation notice on all coverages.
4. All subcontractors shall be required to meet the above requirements as relates to 1, 2 and 3 above.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

THE OWNER:
(Name, legal status and address)
Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

THE ARCHITECT:
(Name, legal status and address)
Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, within 10 working days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be7 days from the date of receiving the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 A Preliminary Change Order (PCO) is a written instrument prepared by the Contractor and signed by the Owner, Architect, and Contractor stating their agreement upon all of the following:

- **.1 The change(s) in the Work;**
- **.2 The value of the adjustment(s)**;
- **.3 The proposed extent of the adjustment, if any, in contract time**

A Preliminary Change Order is intended to allow approval of changes in the work that the Owner, Architect, and Contractor agree will be incorporated into a change order at an agreed upon time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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

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

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

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

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

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

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

(Paragraph deleted)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense, unless the condition was caused by the Owner or a Separate Contractor, not including any subcontractors hired by the Contractor, in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the prime rate published in the Wall Street Journal on the date the payment becomes due.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

(Paragraphs deleted)

§ 14.3.2 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 **§ 10.4.**

§ 14.3.3 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 **§ 10.4.**

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 14.4.4 Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 **§ 10.4.**

§ 14.5. Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 **§ 10.4.**
In case of such termination for the Owner's convenience and after the signing of the Guaranteed Maximum Price Amendment, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the Construction Manager's Fee calculated as if the Work had been fully completed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 15.2 INITIAL DECISION

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Additions and Deletions Report for

AIA® Document A201™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:22:12 ET on 03/05/2020.

PAGE 1

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

(Name, legal status and address)
Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

(Name, legal status and address)
Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

PAGE 2

1.1.1, ~~3.11~~3.11.1

...

8.3.1, 11.3.10, ~~13.1,~~ 13.1.1, 15.3.2, **15.4**

...

~~2.4,~~ 2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

...

~~2.4,~~ 2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

...

~~2.4,~~ 2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

...

9.7, 11.3.9, 11.3.10, ~~13.1,~~ 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

PAGE 3

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

1.1.1, ~~2.4,~~ 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, ~~3.11,~~ 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

...

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

...

3.2.4, ~~3.7.4, 6.1.1,~~ 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**

...

~~1.6,~~ 1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

PAGE 4

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, ~~14.2.1.1~~14.2.1.1,

...

3.3.2, 3.18, ~~5.3,~~ 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

...

~~2.4,~~ 2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

...

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, ~~10.4,~~ 10.4.1, 11.3.1, 12.2.4

...

~~2.3, 2.4,~~ 2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

...

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, ~~10.4,~~ 10.4.1, 14.3.2, 15.1.5, 15.2.5

...

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, ~~3.13,~~ 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

PAGE 5

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, ~~10.4,~~ 10.4.1, 14.3, 15.1.5, 15.2.5

...

4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, ~~12.3,~~ 12.3.1, 14.2.4, 14.4.3

...

10.2.8, ~~10.4~~10.4.1

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

...

1.5, 3.2.3, 3.6, 3.7, 3.12.10, ~~3.13,~~ 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, ~~13.1,~~ 13.1.1, 13.4, 13.5.1, 13.5.2, ~~13.6,~~ 13.6.1, 14, 15.2.8, 15.4

...

~~2.3,~~ 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

...

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, ~~5.3,~~ 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

PAGE 6

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, ~~3.13,~~ 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

...

~~2.3, 2.4,~~ 2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

...

2.2.1, ~~2.3, 2.4,~~ 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

...

~~2.3, 2.4,~~ 2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

...

1.5, 2.1.1, ~~2.3, 2.4,~~ 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, ~~12.3,~~ 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

...

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, ~~3.11,~~ 3.11.1, 3.17, 4.2.12, ~~5.3~~5.3.1

...

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, ~~12.3,~~ 12.3.1, 13.7, 14.2.4, 14.4.3

PAGE 7

3.3.2, 3.18, 4.2.3, ~~5.3,~~ 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

...

3.3.1, 4.2.2, 4.2.7, ~~5.3,~~ 5.3.1, **10.1**, 10.2, 10.4

PAGE 8

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, ~~11.4.1,~~ 11.4.1.1, 12.2.1, **13.5**

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

...

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, ~~10.4,~~ 10.4.1, 14.3.2, 15.1.5, 15.2.5

PAGE 16

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

PAGE 18

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.~~ within 10 working days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will ~~be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~ be7 days from the date of receiving the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 19

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14-day~~ 14 day period shall constitute notice of no reasonable objection.

PAGE 21

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

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

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

...

§ 7.2.2 A Preliminary Change Order (PCO) is a written instrument prepared by the Contractor and signed by the Owner, Architect, and Contractor stating their agreement upon all of the following:

.1 The change(s) in the Work;
.2 The value of the adjustment(s);
.3 The proposed extent of the adjustment, if any, in contract time

A Preliminary Change Order is intended to allow approval of changes in the work that the Owner, Architect, and Contractor agree will be incorporated into a change order at an agreed upon time.

...

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

PAGE 30

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

...

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

...

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

PAGE 31

§ 11.3.8 A loss insured under the ~~Owner's~~ Contractor's property insurance shall be adjusted by the ~~Owner~~ Contractor as fiduciary and made payable to the ~~Owner~~ Contractor as fiduciary for the insureds, as their interests may appear,

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

...

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

PAGE 32

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, ~~costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense.~~ the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, ~~such costs~~ the costs of uncovering the Work, and the cost of ~~correction~~ correction, shall be at the Contractor's ~~expense~~ expense, unless the condition was caused by the Owner or a ~~separate contractor~~ Separate Contractor, not including any subcontractors hired by the Contractor, in which event the Owner shall be responsible for payment of such costs.

PAGE 34

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

PAGE 35

~~**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

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

§ 14.3.2 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 **§ 10.4.**

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

§ 14.3.3 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 **§ 10.4.**

PAGE 36

§ 14.4.4 Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 **§ 10.4.**

§ 14.5. Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 **§ 10.4.** In case of such termination for the Owner's convenience and after the signing of the Guaranteed Maximum Price Amendment, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the Construction Manager's Fee calculated as if the Work had been fully completed.

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:22:12 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:22:12 ET on 03/05/2020 under Order No.3167266487 which expires on 09/24/2020, and is not for resale.
User Notes: (1865501764)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BROOKINGS, SOUTH DAKOTA AND
BROOKINGS COUNTY, SOUTH DAKOTA

1. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the City of Brookings, South Dakota (hereinafter "City"), and Brookings County, South Dakota (hereinafter "County"").

WHEREAS, the City has been awarded a federal "Better Utilizing Investments to Leverage Development (BUILD) grant, referred to in this MOU as the "GRANT," in the amount of Eighteen Million Six Hundred Seventy-seven Thousand Six Hundred Thirty Dollars ($18,677,630.00) towards the construction of a new interchange at Interstate 29 (I-29) and 20th Street South (the "Project"); and

WHEREAS, the City, in combination with Brookings County and private development partners, have committed a local match in the amount of Four Million Six Hundred Sixty-nine Thousand Four Hundred Seven Dollars ($4,669,407.00) for the Project, and

WHEREAS, the Project has the following approximate deliverable dates:

- 30% Review Plans: September 2020
- 60% Review Plans: November 2020
- Release to Right-of-Way: December, 2020
- 95% Structure and Final Plans to SDDOT for Review: February, 2021
- Project Ready Date: June 15, 2021
- Anticipated Bid Date: September 15, 2021

NOW THEREFORE, the parties agree to the foregoing and as follows:

2. PURPOSE

The purpose of this MOU is to set forth the City and County's participation in the cost and authorization of construction of an interstate interchange at 20th Street South on Interstate 29 in the City of Brookings.

3. ESTIMATED COST AND FINANCIAL OBLIGATIONS OF EACH PARTY

The estimated cost share of the County and of the City for design and construction of the Project is Two Million Dollars each, which shall be budgeted and paid by each party as stated herein. The County has sufficient funds to pay its share of the design and construction of the Project. The City also has sufficient funds to pay its share of the design and construction of the Project.

4. MANNER OF FUNDING CITY'S PARTICIPATION

The City's financial participation in the interstate interchange project is contingent upon it approving appropriate funding that is in accordance with the requirements of SDCL Chapter 9 – 21 (Tax Levies and Appropriations) in addition to any other applicable statutory requirements. City agrees to diligently and in good faith endeavor to appropriate such funding as City deems necessary and prudent.

5. MANNER OF FUNDING COUNTY'S PARTICIPATION

The County's financial participation in the interstate interchange project is contingent upon it approving appropriate funding that is in accordance with the requirements of SDCL Chapter 7 –21 (County Budget and Appropriations) in addition to any other applicable statutory requirements. County agrees to diligently and in good faith endeavor to appropriate such funding as County deems necessary and prudent.

6. PAYMENT OF PROJECT COSTS

While the Project is projected to require City and County financial contributions for Two Million Dollars each, the parties understand and agree that the Project costs could exceed this estimate, and therefore it is appropriate to address the possibility of additional Project costs which exceed the estimated Project costs. In order to clarify the financial obligations of the parties in case of additional construction costs, the geographical boundaries of the Project are as follows:

1. The portion of 20th Street South, which is west of the overpass, up to and including its intersection with 22nd Avenue South, but no further west;
2. The portion of 20th Street South, which is east of the overpass, up to and including its intersection with 34th Avenue South, but no further east;

A) Each party shall pay a percentage share of the cost of designing and constructing the Project, up to in the amount of Two Million Dollars ($2,000,000) each. The terms and conditions concerning the financial commitment for the Private Sector partners are provided in a separate agreement.

B) The parties expect the project to cost $23,347,037.00 or less. In the event the cost estimate or actual cost exceeds $23,347,037.00, the parties will negotiate how much of the excess each party shall pay.

C) The City and County shall review the Engineer's Cost Estimates at the 30%, 60% and 95% Plans stage. The tentative review dates are approximately September 2020 for 30% Plans, November 2020 for 60% Plans and February 2021 for 95% Plans. The dates will be adjusted based on the design timeline. Consent of all parties or their designated representative is of the essence to this agreement, and mandatory for any decisions resulting in excess costs. Consent may be withheld at each cost estimate review date until the parties negotiate and agree on additional financial liability for each party. The parties agree to expedite their consideration of issues related to potential excess costs.

D) Each party shall timely pay its respective share of the Project costs as they become due under the engineering and construction contracts. The City shall invoice the County on a monthly basis for the County's share of the Project costs after they are submitted to the City from the SDDOT.

7. TERMINATION

This Agreement shall continue until Project completion unless otherwise terminated by the parties by mutual agreement.

8. EFFECTIVE DATE

This MOU will be in effect upon full execution of this MOU and will continue in effect until such time the parties mutually terminate this MOU.

9. AMENDMENT

This Agreement may be amended and supplemented from time to time by the action of the governing bodies of the County and City. This MOU may not be amended except in writing, which writing will be expressly identified as a part of this MOU and be signed by an authorized representative of each of the parties.

10. THIRD PARTIES

This MOU is intended to only govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

The parties have caused this MOU to be executed as of the date of the last signature below.

CITY OF BROOKINGS, SOUTH DAKOTA	BROOKINGS COUNTY
_____	_____
By: Paul Briseno Its: City Manager	By: Michael Bartley Its: Chair Brookings County Board of Commissioners
Date: _____	Date: _____

ATTEST:

_____

City Clerk

AGREEMENT

THIS AGREEMENT is by and between ***Brookings County, South Dakota*** ("Owner") and ***Bowes Construction Inc.*** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 ***The Contractor shall perform all Work associated with the construction of this Project as set forth in the Contract Documents. The scope of Work shall include all labor, materials, equipment, tools, services, and the like required by the Contract Documents or otherwise necessary for the completion of the Project. The Contract Items shall include those Bid Items indicated on the Notice of Award with the estimated quantities and unit prices listed in the accepted Bid Schedule.***

1.02 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- ***1" Cold Mill and 2" Asphalt Concrete Overlay on Brookings County 4***
- ***1" Cold Mill and 2" Asphalt Concrete Overlay on Brookings County 6***
- ***1" Cold Mill and 2" Asphalt Concrete Overlay on Brookings County 8***
- ***Additional items as set forth in the Contract Documents***

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2020 Brookings County Surfacing Project.***

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by ***Clark Engineering Corporation***.

3.02 The Owner has retained ***Clark Engineering Corporation*** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days and Dates*

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

A. The Work will be substantially completed ***on or before August 22, 2020. Furthermore, the Notice to Proceed will not be issued for Milestone #1 before June 1, 2020. The work will be*** completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions ***on or before thirty (30) calendar days have expired from the date the Engineer determines the Work to be substantially complete***.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. ***Milestone 1***

   a. ***Brookings County 6 shall be substantially completed within 14 calendar days of Notice to Proceed for Milestone 1.***

2. ***Milestone 2***

   a. ***Brookings County 4 shall be substantially completed within 14 calendar days of Notice to Proceed for Milestone 2. The Notice to Proceed for Milestone 2 will be issued the following working day after completion of Milestone 1.***

3. ***Milestone 3***

   a. ***Brookings County 8 shall be substantially completed within 10 calendar days of Notice to Proceed for Milestone 3. The Notice to Proceed for Milestone 3 will be issued the following working day after completion of Milestone 2.***

Milestones shall be completed in the order given above and shall not be completed concurrently.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: ***The amount according to the Schedule of Liquidated Damages below shall be deducted from the amount due or that may become due the Contractor*** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, ***Engineer shall deduct from final pay request the amount according to the Schedule of Liquidated Damages below*** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

4. If Milestones used: ***Engineer shall deduct from pay request the amount according to the Schedule of Liquidated Damages below*** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

B. ***Schedule of Liquidated Damage***

Original contract amount

From More Than	***To and Including***	***Amount of liquidated damages per calendar day***
$0	***$50,000***	***$300.00***
$50,000	***$100,000***	***$450.00***
$100,000	***$500,000***	***$650.00***
$500,000	***$1,000,000***	***$950.00***
$1,000,000	***$2,000,000***	***$1,250.00***
$2,000,000	***$4,000,000***	***$1,500.00***
$4,000,000	***$6,000,000***	***$1,650.00***
$6,000,000	***$8,000,000***	***$1,900.00***
$8,000,000	***$10,000,000***	***$2,150.00***
$10,000,000	***Over $10,000,000***	***$2,300.00***

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, ***Owner, on recommendation of Engineer, may determine that as*** long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work ***in accordance with paragraph 6.02.A.1.c below*** (with the balance being retainage).

c. ***If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Partial progress payments will be made upon written request by the Contractor on specific items as listed herein which are stockpiled in a manner and location satisfactory to the Engineer. All material for which an allowance is requested shall be stored in an approved manner in areas where damage from flood waters 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***

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

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. No payment on stockpiled materials as specified herein shall be made on fuel, hardware such as 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.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ***95*** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less ***200*** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest ***per State of South Dakota law***.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ***9***, inclusive).
2. Performance bond (pages ***1*** to ***3***, inclusive).
3. Payment bond (pages ***1*** to ***3***, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
5. General Conditions (page i, ii, iii, iv, and v and pages 1 to 66, inclusive).
6. Supplementary Conditions (pages ***1*** to ***22***, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of ***22*** sheets with each sheet bearing the following general title: ***2020 Brookings County Surfacing Project.***
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ***1*** to ***6***, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

b. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner is the party that has furnished said General Conditions, ***and*** Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

B. ***The Contractor stipulates and agrees that it has (i) thoroughly examined and understands all the Contract Documents and other related data, (ii) investigated and become familiar with the existing conditions present at the Project Site, (iii) investigated and become familiar with all Laws and Regulation which affect the Work to be performed on this Project, AND (iv) fully correlated the information from (i), (ii), and (iii). Or, if the Contractor has not adequately performed such investigations and/or examinations that the Contractor agrees without exception to comply with all conditions, provisions, specifications, requirements, and the like set forth in the Contract Documents.***

C. ***The Contractor stipulates and agrees that the Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions, provisions, specifications, requirements, and the like as are necessary to perform the Work on this Project. The Contractor does not consider that any additional information, examinations, investigations, explorations, tests, studies, and/or data are necessary to perform the Work on this Project.***

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 2/3/2020 (which is the Effective Date of the Contract).

OWNER:

Brookings County, South Dakota

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

422 Western Avenue

Brookings, SD 57006

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Bowes Construction Inc.

By: Miranda Bowes Peterson

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jodi Abelmann

Title: Estimator

Address for giving notices:

2915 22nd Ave S

Brookings, SD 57006

License No.: 7000-3468-HC
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Engineer's Edits are in Bold Italic Text.

ACTION-IN-WRITING IN LIEU
OF THE
ANNUAL MEETING
OF THE
DIRECTORS OF

BOWES CONSTRUCTION, INC.

MARCH 27, 2019

THE UNDERSIGNED, being all of the Directors of BOWES CONSTRUCTION INC., a South Dakota corporation, and being the elected, qualified, and serving Directors of the Corporation, do hereby take this action in writing by unanimous consent, in a manner authorized by the laws of the State of South Dakota, and not prohibited by the Bylaws of the Corporation, and do further jointly and severally waive notice of meeting and formal meeting and do thus consent to the resolutions, actions, and matters transacted and stated herein.

WHEREAS, the Board of Directors agree that the below-named persons should be elected to serve in the respective offices below indicated, to serve at the pleasure of the Board of Directors, and each to serve for a one (1) year term, commencing this day and continuing until the next annual meeting of Directors:

OFFICE	NAME
President	Jason P. Bowes
Vice President	Miranda C. Peterson
Secretary	Miranda C. Peterson
Treasurer	Jason P. Bowes

NOW, THEREFORE, the Directors hereby **RESOLVE** that the foregoing identified individuals be and the same are each hereby elected to hold the office immediately preceding such individual's name, for the terms as above stated;

AND,

IT IS FURTHER RESOLVED that the acts, actions and activities of the Officers of the Corporation undertaken in the name of or for the benefit of the Corporation during the prior year ended December 31st, be and the same are hereby ratified by the Directors as official authorized actions taken in the name of the Corporation, as its acts alone.

AND,

RESOLVED, FINALLY, the Directors do hereby approve the reports this day given.

Dated at Brookings, South Dakota this 27th day of March, 2019.

THE DIRECTORS:

Jason P. Bowes, Director

Miranda C. Peterson, Director

Lyle F. Bowes

Marcia L. Bowes, Director

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary of the Corporation the date last written above.

Miranda C. Peterson, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Boen & Associates, Inc. 307 W. 41st Street PO Box 89010 Sioux Falls SD 57105	CONTACT NAME: Sondra Bowden PHONE (A/C, No, Ext): (605) 336-0425 FAX (A/C, No): (605) 336-8187 E-MAIL ADDRESS: sondrab@boenassociates.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acuity Insurance Company	14184
INSURED Bowes Construction Inc 2915 22nd Ave S Brookings SD 57006	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1932719103 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Z67681	04/01/2019	04/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			Z67681	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 2,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Z67681	04/01/2019	04/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z67681	04/01/2019	04/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

To whom it may concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Van Cornell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to the bid on February 25, 2020, for ¾ Crushed Gravel.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award bid on items listed from Sterzinger Construction, Elkton SD. ;and Nitteberg Construction, Estelline, SD.

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to bid on February 25, 2020 for HR Class Asphalt.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Bowes Construction of Brookings, SD

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to the bid on February 25, 2020 for Natural Cover Aggregate.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Johnson Brothers, Madison, SD.; Concrete Materials, Corson, SD.

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to the bid on February 25, 2020 for Road Oil.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to accept all bids from Flint Hills Resourses, LP Marshall MN. and Jebro Inc. Sioux City IA.

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to bid on February 25, 2020 for Asphalt Patching.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Bowes Construction of Brookings, SD

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to the bid on February 25, 2020, for Equipment Rental.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Prussman Contracting, Brookings; Titan Rentals, Sioux Falls; Bowes Construction, Brookings; Rounds Construction Inc. Brookings.

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2020

Honorable Board of County Commissioners

In reference to the bid on February 25, 2020, for Chip Seal.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award bid on all items listed from TopKote Inc. Yankton, SD.

Brian Gustad, Highway Superintendent

_____ AYE

_____ NAY

DATE:

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Sterzinger Construction** of **Elkton**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

¾" Crushed Gravel
North Part/Section 8 SW ¼ Lake Hendricks township $6.60/ton
South Part/Section 9 NW ¼ Elkton township $6.50/ton

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of _March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Nitteberg Construction** of **Estelline**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

¾" Crushed Gravel	
North Part/Estelline	$6.60/ton
South Part	No Bid

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of _March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Bowes Construction** of **Brookings**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Asphalt picked up at the plant $55.00 per ton

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Johnson Brothers** of **Rutland** South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March, 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Natural Cover Aggregate	$11.00 loaded $19.96 delivered

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this __10th___ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Concrete Materials** of **Corson** South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March, 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Natural Cover Aggregate $11.60 loaded

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this __10th___ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Flint Hill** of **Marshall MN** Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020.

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

MC 3000	$582.88 per ton
CRS2-P	$488.58 per ton
CSS1H-3:1 Emulsion	No bid

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this __10th___ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Jebro Inc.** of **Sioux City IA** Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

MC 3000	$579.31 per ton
CRS2-P	$509.53 per ton
CSS1H-3:1 Emulsion	$379.53 per ton

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and Between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Bowes Construction** of **Brookings**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for services hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That a one (1) week notice prior to starting the project is requested to be given to the County.

That roads are prepared immediately before asphalt patching; i.e., sweep roads, clean all entrances back to grass line and beyond to ROW line if asphalt surfaced, clean any foreign properties stuck to road surface.

That traffic control is provided, safety trained flagging personnel, & road work signing during the construction process.

That the Party of the Second Part provide equipment and apply SS-1h or CSS-1h Asphalt for Tack at a rate of 0.10 gallons per square yard within the project limits-County & Contractor to coordinate. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment to load, haul, and place Asphalt Concrete – Class HR from asphalt plant location to designated area of asphalt patch. Asphalt Concrete Class HR shall conform to Section 326.1 – 326.5 2015 Standard Specifications for Asphalt Concrete Class HR. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment for rolling chips immediately after chips have been placed; rolling to conform to SD Standard Specifications for Roads & Bridges.

That asphalt patching operations are allowed in daylight hours only; no operation while dark.

That the Party of the Second Part provide proof of work comp., vehicular liability insurance, and comprehensive liability insurance ($1,000,000.00 minimum) with contractual authority each at the minimums or normal limits for the type of contract requested.

That that the Party of the Second Part agrees to have work completed after removal of the Brookings County Spring load restrictions and work may continue until weather requirements do not conform to Section 320.3, Construction Requirements, A. Weather and Seasonal Limitations, 2015 Standard Specifications for Asphalt Concrete, General. Extension may be granted for weather if approved by Highway Superintendent.

That scheduling shall be discussed with the Highway Superintendent prior to contract completion.

5000 Ton Asphalt Delivered and Placed $124.00 per ton

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST: By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____ _____
PARTY OF THE SECOND PART

_____

Brookings County Finance Office
Vicki Buseth, Finance Officer
520 3rd Street Suite 100◆Brookings, SD 57006
Phone: (605) 696-8250
vbuseth@brookingscountysd.gov

February 26, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: Tax Abatements

The following Tax Abatements are on the March 10th agenda.

- **Abatement 20-01** Ricky Lemke applied for abatement because of flood 9/12/2019. Approved by Aurora City Council. Amount **$52.37**

- **Abatement 20-02** Blake A Larson applied for abatement because of flood 9/12/2019 approved by Aurora City Council. Amount **$69.66**

- **Abatement 20-03** Jon R Pike applied for abatement flood 9/12/2019 approved by Aurora City Council. Amount **$61.26**

- **Abatement 20-04** Brookings City Utilities applied for abatement exempt entity purchased 6/4/2019 approved by Brookings City Council. Amount **$1413.17**

- **Abatement 20-06** Valley Communications Inc applied for an abatement because they pay Gross Receipts Tax per Dept of Revenue Approve Volga City Council. Amount **$1107.82**

- **Abatement 20-07** Adam Buchholtz applied for an abatement because of flood 9/12/2019 Approved Aurora City Council. Amount **$66.20**

- **Abatement 20-08** Kari Stevens applied for abatement because of flood 12/19/19 approved by Aurora City Council. Amount **$53.85**

- **Abatement 20-12** SH Investments LLC applied for an abatement because a structure was removed 10/31/2019 Approve Volga City Council. Amount **$459.93**

- **Abatement 20-24** Danny L Skordahl applied for an abatement because of flood 9/12/2019. Amount **$255.61**

Brookings County Finance Office
Vicki Buseth, Finance Officer
520 3rd Street Suite 100◆Brookings, SD 57006
Phone: (605) 696-8250
vbuseth@brookingscountysd.gov

- **Abatement 20-25** Applicant missed deadline for a property tax exemption but otherwise qualifies for the exemption. Amount **$1254.62**

- **Abatement 20-26** Applicant missed deadline for a property tax exemption but otherwise qualifies for the exemption. Amount **$517.56**

Jacob Brehmer Director of Equalization and Vicki Buseth, Finance Office both recommend approval on all of these abatements.

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-1 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Ricky & Andrea Lemke

MAILING ADDRESS 306 Front St

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 3 Block 3 Rasmussen's Addition
Parcel # 31275-00300-003-00

Amount of abatement being requested $52.37

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9/12/19

____ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments _____

Assessor Recommendation: Approve Deny Signature Jacob B[illegible]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Ricky [illegible] Andrea Lemke
Applicant's Signature

Subscribed and sworn to, before me this 16th day of October, 2019

Jean Stoebner
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____ Received by _____

Total Valuation _____ Total Taxes on Property _____

Amount Abated _____ Amount Refunded _____

Date Approved _____ Check Number _____

Approved February 10th 2020 Aurora City

10,600 ← Value loss due to flooded basement

factor

10,600/1,000 = 10.6 x .923 =

00 Levy

9.7838 x 17.76 = $173.76/365 =

$.4760555 per day x 100 days = $52.37

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-2 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Blake A Larson

MAILING ADDRESS 210 Peterson Ave

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 18 Peterson's Addition
Parcel # 31225-00000-018-00

Amount of abatement being requested $69.66

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9-12-19

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed _____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments _____

Assessor Recommendation: Approve Deny **Signature** Jacob B[illegible]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Applicant's Signature

Subscribed and sworn to, before me this 4th day of December, 2019

Notary / Auditor / Deputy Auditor Tammy Hanson

Commission Expires April 20, 2025

DATE RECEIVED in the County Auditor's office		Received by	
Total Valuation		Total Taxes on Property	
Amount Abated		Amount Refunded	
Date Approved		Check Number	

Approved Feb. 10, 2020 Aurora City

14,100 ← value lost due to flooded basement finish

14,100 / 1,000 = 14.1 x .923 =

13.0143 x 17.76 (Levy) = $231.13 / 365 =

$.63324 per day x 110 days = $69.66

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-3 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Jon R Pike

MAILING ADDRESS PO Box 188

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 21 Peterson's 2nd Addition, City of Aurora
Parcel # 31226-00000-021-00

Amount of abatement being requested $61.26

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed ____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: Approve Deny Signature [signature]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

[signature]
Applicant's Signature

Subscribed and sworn to, before me this 10th day of January, 2020

[signature]
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office ____ Received by ____

Total Valuation ____ Total Taxes on Property ____

Amount Abated ____ Amount Refunded ____

Date Approved ____ Check Number ____

Approved Feb 10, 2020 Aurora City

12,400 (Amount of Loss Due to basement finish flood damage)

12,400/1,000 = 12.4 x .923 = (Factor)

11.4452 x 17.76 = $203.266/365 days = (Levy)

$0.5568 per day x 110 days (flood 9-12-2019) = $61.26

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-4 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Brookings City Brookings Municipal Utilities

MAILING ADDRESS PO Box 588

CITY Brookings State SD Zip Code 57006

Legal Description of Property W1/2 Lot 4, All of Lot 5, Block 1 Hill Park Addition
Parcel # 40245-00100-004-00

Amount of abatement being requested $1,413.17

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

X The property is exempt from the tax; Brookings City purchased 6/4/2019

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss ____

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed ____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: (Approve) Deny Signature Jacob B[illegible]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Laure Julius, BMU Finance & Acctg Mgr.
Applicant's Signature

Subscribed and sworn to, before me this 13th day of January, 2020

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office ____ Received by ____

Total Valuation ____ Total Taxes on Property ____

Amount Abated ____ Amount Refunded ____

Date Approved ____ Check Number ____

Approved at the 2/11/2020 City Council meeting

City Manager Paul Briseno

ATTEST: City Clerk Bonnie Foster

Total Tax Billed

$2,546.22 / 365 days =

6.729 per day tax x 210 days

$1,413.17

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-6 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Valley Communications Inc

MAILING ADDRESS 102 Main St S / PO Box 7

CITY Herreid State SD Zip Code 57632

Legal Description of Property Lots 5-7 Block 3 Original Plat Volga City
Parcel # 36525-00300-005-00

Amount of abatement being requested $1,107.82

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

X The property is exempt from the tax; owner pays tax on gross receipts per DOR

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed _____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments _____

Assessor Recommendation: (Approve) Deny **Signature** [signature]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

[signature]
Applicant's Signature

Subscribed and sworn to, before me this 14th day of January, 2020

[signature]
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____ Received by _____

Total Valuation _____ Total Taxes on Property _____

Amount Abated _____ Amount Refunded _____

Date Approved _____ Check Number _____

Approved by Volga City Council February 3, 2020
[signature] Finance Officer

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-7 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Adam H & Stephani M Buchholtz

MAILING ADDRESS 403 Pine St E

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 1 Block 14 of Blocks 14-15 & Outlots D, E, F Aurora City Parcel # 31050-01400-001-00

Amount of abatement being requested $66.20

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed ____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: (Approve) Deny **Signature** Jacob Blum

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Applicant's Signature

Subscribed and sworn to, before me this 13th day of January, 2020

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office		Received by	
Total Valuation		Total Taxes on Property	
Amount Abated		Amount Refunded	
Date Approved		Check Number	

Approved Feb 10 2020 Aurora City

$13,400 Total Loss Due to Flood Damaged Basement 9-12-2019

110 days

13,400/1,000 = 13.4 x .923 =

12.3682 x Levy 17.76 = $219.66/365 days =

$.6018 per day x 110 days = $66.20

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-8 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Kari R Stevens

MAILING ADDRESS PO Box 287

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 10 Petersons Second Addition Aurora City
Parcel # 31226-00000-010-00

Amount of abatement being requested $53.85

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision).

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of (flood) fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019

____ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed ____

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: (Approve) Deny **Signature** [signature]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

[signature]
Applicant's Signature

Subscribed and sworn to, before me this 13th day of January, 2020

[signature]
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office		Received by	
Total Valuation		Total Taxes on Property	
Amount Abated		Amount Refunded	
Date Approved		Check Number	

Feb. 10, 2020 Aurora City

10,900 ← Amount of Lost Value due to flood damaged basement

10,900/1,000 = 10.9 x .923 =

10.0607 x Levy 17.76 = $178.67/365 days =

.489528 per day x 110 days = $53.85

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-12 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME S H Investments LLC

MAILING ADDRESS Po Box 50

CITY Volga State SD Zip Code 57071

Legal Description of Property Lots 4-5 Block 1 Plainview Plazza Addition Except H-1 Volga City Parcel # 36550-00100-004-00

Amount of abatement being requested $459.93

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss ____

X Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed 10-31-2019

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: (Approve) Deny **Signature** Trent B[illegible]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this 16 day of January 2020

Applicant's Signature SH Investments LLC

Notary / Auditor / Deputy Auditor

JODI L. NELSON NOTARY PUBLIC STATE OF SOUTH DAKOTA Seal

6-12-2023

DATE RECEIVED In the County Auditor's office		Received by	
Total Valuation		Total Taxes on Property	
Amount Abated		Amount Refunded	
Date Approved		Check Number	

Approved By Volga City Council February 3, 2020

Finance Officer.

$138,400 ← value of all structures moved off 10-31-2019
(60 days abatement)

138,400/1,000 = 138.4 x .923 =

127.7432 x 21.902 (Levy) = $2,797.93 / 365 days =

$7.66556 per day x 60 = $459.93

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-24 **Assessment year** 2019 **Payable Year** 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Danny L Skordahl Et Al

MAILING ADDRESS 8630 West View Rd

CITY Brookings State SD Zip Code 57006

Legal Description of Property Lot 3 & Southerly 1/2 of Lot 2 in Replat of Ray's Subdivision in SW 1/4 Sec 33-109-50

Parcel # 12140-10950-333-10

Amount of abatement being requested $255.61

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

_____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

_____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

_____ The property is exempt from the tax;

_____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

_____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

_____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

X A loss occurred because of (flood) fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019

_____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed _____

_____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

_____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

_____ Other / Comments _____

Assessor Recommendation: (Approve) **Deny** **Signature** Jacob B Olson

Commission Expires
September 12, 2025

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Danny L Skordahl
Applicant's Signature

Subscribed and sworn to, before me this 18th day of February, 2020

Kristi D Kruse
Notary / Auditor / Deputy Auditor

KRISTI KRUSE
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

DATE RECEIVED in the County Auditor's office		Received by	
Total Valuation		Total Taxes on Property	
Amount Abated		Amount Refunded	
Date Approved		Check Number	

Value Lost Due to Flooded Cabin

Factor

$65,300 / 1,000 = 65.3 \times .923 =$

Levy

$60.2719 \times 14.072 = \$848.15 / 365$ days =

$\$ 2.3237$ per day tax $\times$ 110 days = $\$255.61$

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-25 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME

MAILING ADDRESS

CITY State Zip Code

Legal Description of Property Block 28 N1/2 Lots 4-5
Bruce City
32150-02800-004-00

Amount of abatement being requested 1254.62

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss ____

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed ____

X Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments ____

Assessor Recommendation: (Approve) Deny **Signature** Jack Blue

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Finance Office Completed app

Subscribed and sworn to, before me this ____ day of ____, ____

Nicki Buseth Finance Off.
Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office ____ Received by ____

Total Valuation ____ Total Taxes on Property ____

Amount Abated ____ Amount Refunded ____

Date Approved ____ Check Number ____

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-26 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME

MAILING ADDRESS

CITY State Zip Code

Legal Description of Property W 383' of N 432' of NW¼ of Sec 20-111-48 Sherman Twp

19980-11148-202-00

Amount of abatement being requested 517.56

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The property is exempt from the tax;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss ____

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed ____

X Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Other / Comments

Assessor Recommendation: Approve Deny Signature [signature]

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons. Finance Office Completed App.

Subscribed and sworn to, before me this ____ day of ____, ____

Nikki Rusoth Finance Off

Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office ____ Received by ____

Total Valuation ____ Total Taxes on Property ____

Amount Abated ____ Amount Refunded ____

Date Approved ____ Check Number ____

Automatic Supplement

To automatically supplement for unanticipated expenses incurred and reimbursement made to Brookings County.

Department -	DETENTION 212
Amount $$ -	2,960.93
Reason -	COURTHOUSE SECURITY GRANT
Receipt # -	00496344
Line # -	101-4-212-4268

Martin E Stanwick 2-25-2020

Department Head Signature Date

75/25% GRANT MATCH

(2) HAND HELD SCANNERS/HOLDERS

(1.) I.T.V. (AUDIOVISUAL DEVICE)

BROOKINGS CO FINANCE OFFICE

REC#: 00496344 2/25/2020 9:37 AM
OPER: SHOM TERM: 021
REF#: 600025057

TRAN: 400.0000 Misc Receipts
RECEIPT# 357 STATE AUDITOR
COURT SECURITY GRANT
ACCOUNT 1013-3340800 $2960.93
COURT COURT SECURITY GRANT

TENDERED: 2,960.93 CHECK
APPLIED: 2,960.93-

CHANGE: 0.00

REQUEST TO CREATE & FILL VACANCY

Position Vacancy Temporary Election Worker

Department Finance Office

Vacancy Result of: Election Season

Please respond to each of the following or provide the requested item. Attach additional sheets if necessary.

1. Job Description Attached

2. Departmental Organizational Chart

3. Severance Payout Calculations for Terminating Employee (if applicable)

Vacation	$
Sick Leave	$
Employee Retirement Recognition	$
Other	$
Total	$

4. Explain the effects of leaving the vacancy until severance is accumulated.

5. Explain the effects of not filling the position or discussion of alternatives.

Extra staff is needed to handle the absentee voting process.

6. Provide description of departmental discussions about the position.

7. Estimated length of time to fill the position after approval.

Staff needed: April 15th - June 3rd, 2020
Sept. 16th - November 4th, 2020

8. Any additional comments?

Nicki Buseth — 2-25-2020

Department Manager — Date

Request for creating & filling of vacancy: _____Approved _____Denied

Chair, Brookings County Commission — Date

POSITION TITLE	Temporary Election Worker
GRADE	Non-Graded
WAGE	$12.00/hour
FLSA STATUS	Non Exempt
REPORTS TO	Brookings County Finance Officer and/or his or her designee (Election Supervisor)
POSITIONS AVAILABLE	April-June up to 40 hours a week (on average)-**3 positions** September- November up to 40 hours a week (on average) – **3 positions** **Hours/Days may vary but typically M-F 8:00 am – 5:00 pm**

DESCRIPTION OF WORK

General Statement of Duties

Performs a variety of tasks to assist with the coordination of a county primary and/or general election.

Examples of Duties: (Any one position may not include all of the duties listed, nor do the listed examples include all duties which may be found in positions of this grade.)

- Assists residents in election procedures including voter registration, absentee voting, and the use of election equipment (including electronic voting machines).
- Assist in the preparation and distribution of election materials such as voter registration books, signs, equipment, supplies etc.
- Uses computer programs to look up and/or enter voter registration and absentee voting information.
- Will be required to work during the election.
- Assists with other duties as requested by the Finance Office.

QUALIFICATION FOR APPOINTMENT

Required Knowledge, Skills, and Abilities

- Knowledge of modern office practices, procedures and equipment including computers, calculator, fax machine, copy machine, etc.
- Knowledge of record keeping and filing procedures.
- Ability to make mathematical computations rapidly and accurately.
- Ability to alphabetize proficiently in filing election materials.
- Ability to understand and follow both verbal and written instructions and to communicate effectively both verbally and in writing.
- Ability to display efficient use of time and proficient organizational skills with specific attention to detail.
- Willingness and ability to undertake such specialized training and/or education as may be needed to effectively perform duties and responsibilities as required.
- Ability to regularly lift up to 25 pounds and occasionally lift up to 50 lbs.
- Ability to stand for long periods of time assisting residents in election procedures.
- Ability to sit and/or stand for long periods of time.
- Ability to complete data entry tasks into a computer program.
- Ability to complete written forms as needed for election materials.

Education

- Graduation from high school or GED.

Experience

- One year general office experience

OR

Any equivalent combination of education and experience as is acceptable to the hiring authority.

_____ _____

Commission Chairperson *Date*

REQUEST TO CREATE & FILL VACANCY

Position Vacancy HR Specialist

Department Commission

Vacancy Result of: Resignation of Laura Littlecott

Please respond to each of the following or provide the requested item. Attach additional sheets if necessary.

1. Job Description

2. Departmental Organizational Chart

3. Severance Payout Calculations for Terminating Employee (if applicable)

Vacation	$160 hrs = 4,532.80
Sick Leave	$46.55 hrs = 1,318.76
Employee Retirement Recognition	$
Other	$
Total	$ 5,851.56

4. Explain the effects of leaving the vacancy until severance is accumulated.
Position cannot be left unfilled for an extended period due to volume of work.

5. Explain the effects of not filling the position or discussion of alternatives.
Backlog of HR work will be created and HR issues will not be addressed in a timely manner

6. Provide description of departmental discussions about the position.

7. Estimated length of time to fill the position after approval.
15-30 days

8. Any additional comments?

Department Manager _____ Date _____

Request for creating & filling of vacancy: _____Approved _____Denied

Chair, Brookings County Commission _____ Date _____

POSITION TITLE Human Resources Specialist
GRADE N-8
FLSA STATUS Non-Exempt
REPORTS TO Commission Director

DESCRIPTION OF WORK

General Statement of Duties

Manages the HR functions for Brookings County. Responsible for the human resources functions of the county to include: recruitment process, development of employment practices to comply with applicable employment laws, employee relations, union contract negotiations, personnel policy administration, performance management and documentation, job analysis and review, salary and benefits administration, employee file maintenance and compliance, employee onboarding, and all other human resource duties as assigned by the Commission Department Director.

Examples of Duties: (Any one position may not include all of the duties listed, nor do the listed examples include all duties which may be found in positions of this grade.)

- Conducts full-cycle recruiting process for all exempt and non-exempt positions in the County. Includes job postings, placing recruitment advertising, screening applications, scheduling interviews, assessing candidates, conducting reference checks/pre-employment screening, extending offers and onboarding.
- Monitors the County's compensation plan and makes recommendations to the Brookings County Commission for changes due to market, or job reclassifications.
- Consults regularly with Department heads on employee performance issues and makes recommendations/crafts documentation.
- Assesses staff training needs. Coordinates or leads required training.
- Responsible for the insurance and benefit program for the County. Responsible for the coordination and implementation of contract renewals, requests for quotes, and all other aspects of the benefit/insurance program.
- Works with county bargaining units and employment law attorney on Union contract negotiations and renewal.
- Responsible for compliance with HR laws and policies including (but not limited to): FMLA, FLSA, ADA/ADAA, EEOC, ADEA, COBRA, Drug Free Workplace Act, Equal Pay Act, ACA, and all other HR legal compliance areas.
- Serves as the ADA Coordinator for Brookings County. Serves on the Brookings Committee for People Who Have Disabilities.
- Serves as the Safety Co-Coordinator for Brookings County. Assists in managing the employee safety committee:
- Submits and manages Workers Compensation claims; Coordinates employee training to improve safety efforts, Serves as the contact person for safety concerns.
- Administers liability insurance program. .Monitors and reviews liability risks and exposures and responds accordingly. Complies with annual requirements for the SDPAA Safety loss control award and recommendations. Reviews county property to assess liability coverage needs.
- Maintains and updates HRIS system including adding new hires, processing pay and position changes and terminations.
- Writes, updates and maintains County Personnel Policy Manual.
- Attends meetings and training sessions as directed.
- Performs work in a manner consistent with safe practices.
- Develops and maintains positive and professional relationships with the general public and other employees.

QUALIFICATION FOR APPOINTMENT

Required Knowledge, Skills, and Abilities

- Ability to prepare clear, concise, and accurate reports.
- Ability to understand and follow both verbal and written instructions quickly and accurately.
- Ability to communicate effectively both verbally and in writing.
- Ability to establish and maintain effective relationships with employees, other agencies, and the public.
- Ability to maintain confidentiality when handling human resources information.
- Ability to display efficient use of time and proficient organizational skills with specific attention to detail.
- Ability to make mathematical calculations rapidly and accurately.
- Extensive knowledge of modern office practices, procedures and equipment including computers, scanner, calculator, fax machine, copy machine, etc.
- Demonstrated knowledge and skill in the use of computers and computer programs to include Microsoft Word, Access, Excel, PowerPoint, Exchange and the Internet.
- Knowledge of HR practices, laws, and programs.

Education

- Bachelor degree in Business Administration, Human Resources, or related field.
- Professional HR certification (SPHR/PHR, SHRM-CP/SHRM-SCP) or related certification preferred.

Experience

- Minimum of three (3) - five (5) years of experience demonstrated HR generalist duties.

OR

Any equivalent combination of education and experience as is acceptable to the hiring authority.

_____ _____

Commission Chairperson *Date*

Stacy Steffensen, Commission Department Director
Brookings County
520 3rd St., Suite 210
Brookings, SD 57006
605-696-8205
ssteffensen@brookingscountysd.gov

STAFF REPORT:

Special Recognition:

- Robert McGrath had been a member of the Local Emergency Planning Committee (LEPC) for 30 years. He was the last remaining "Charter" member of the original LEPC. Mr. McGrath is a retired Brookings City Landfill Director and former Chairperson of the South Dakota State Emergency Response Commission.

Routine Business:

- *BCOAC Volunteers:* There were a number of individuals that completed RSO training in February and needed to be added to our list of potential volunteers at the BCOAC.

Scheduled Agenda Item:

- 8:00 AM – Executive Session for Personnel
- 9:00 AM – Public Hearing for a Supplemental Budget Resolution: This action would move dollars from the Register of Deeds Tech Fund (250) fund balance to spend in FY2020 for the replacement of the lektriever filing system. The fund balance has almost $85,000 and those funds are designated specifically for projects like this for the Register of Deeds.
- 9:05 AM – Wilde Air Service, Isaac Wilde – Permit Request: Mr. Wilde is once again seeking a road landing permit to land his aircraft on county roads. This is the same permit that was approved in 2019. Mr. Wilde did not use any county roads last year. But with the potential for another wet spring, he is once again asking for approval. Included with the packet is a copy of the permit, Mr. Wilde's insurance information and the state statute that allows county commissions to grant this request.
- 10:00 AM – Executive Session for Personnel

Regular Business Items

- *Plats:* There are two plats. Both are recommended for approval by the Planning Commission. Richard Haugen provided staff reports.
- *Highway Resolution:* This resolution would authorize the highway department to purchase concrete pipe off of the Codington County bid. That bid information is included in the packet.
- *CMAR Contracts:* These are contracts to hire Henry Carlson Construction as the Construction Manager at Risk for the jail expansion project.
- *MOU:* This is the Memorandum of Understanding with the City of Brookings that speaks to the participation in funding and authorization for construction of the I-29 interchange at 20th Street South.
- *Surfacing Project Agreement:* This is an agreement with Bowes Construction for the 2020 Brookings County Surfacing project. Brian Gustad will have additional information.
- *Highway Bids & Agreements:* The annual highway bids were opened on February 25th. The bid tab is included in the packet. Along with the routine bids, the chip seal project was also bid this year. That is item F – vii under Regular Business. The corresponding agreements are also in the packet for approval.
- *Abatements:* There are a number of abatements once again. Vicki Buseth provided a staff report. She and Jacob Brehmer will be on hand to answer questions.

- *Automatic Supplement:* This is putting Courthouse Security Grant dollars into the Sheriff's budget to be used for security upgrades.
- *Request to Fill Vacancies:* These are the temporary election workers that will help Kristen Witchey with absentee voting and voter registration prior to the primary and general elections this year. And the HR Specialist position is due to a resignation.

Director's Report

- ✓ Equalization Boards are scheduled for Tuesday, April 14th. This is NOT a regular commission meeting date. I need to know what time you would like to start that meeting. Typically we do afternoons following commission meetings, but you could start in the morning that day if that works best.
- ✓ The City of Volga is would like direction from the Commission on the proposed Samara Avenue project. At a meeting held in late January in Volga, it was suggested that the county maintain ownership of the road and pay for the upgrades to the road with the City of Volga contributing costs towards curb, gutter, sewer, sidewalks, etc... I know there are some questions about the design, but the City is wondering if the commission is interested in pursuing this project and what the scope of the project would be. Volga City Administrator Jameson Berreth would be available to come to a future commission meeting. This is something that they are wanting to do in FY2021.
- ✓ I made a mistake when paying Preston Township for their culvert reimbursement last year and only paid them half of what the commission approved. I've talked with Brian Gustad and Commissioners Krogman and Jensen, and we are going to pay this out of the highway budget to keep the $100,000 in township funding intact for FY2020.

Upcoming Dates

- Wednesday, March 18: Sioux Valley Commissioners Association Meeting, 12:00 PM, Codington County Extension Center, Watertown
- Thursday, March 19: Brookings Area Chamber of Commerce Annual Celebration, 5:00 PM, SDSU Club 71
- Friday, March 20: Commissioners to tour Minnehaha County Jail, leave Brookings at 8:00 AM
- Tuesday, March 24: Storm Spotter Training, 7:00 PM, East Fire Station, 607 20th Ave., Brooking

Stacy Steffensen
Commission Department Director
Brookings County, South Dakota

brookings
AREA CHAMBER OF COMMERCE

Annual Celebration

MARCH 19, 2020 @ CLUB 71
[1396 Stadium Rd, Brookings, SD 57006]

Join us as we celebrate the Brookings Area Chamber of Commerce's accomplishments of 2019 and take a glimpse into 2020. The Leadership Brookings Class of 2020 will give attendees insight into all they have learned in the past six months. "Taste of Brookings" will allow you to eat from seven different chefs in one evening. We look forward to celebrating with you!

TASTE OF BROOKINGS PARTICIPANTS

- Aramark
- Whiskey Creek WoodFire Grill
- Pheasant Restaurant & Lounge
- Papa John's
- Café Coteau
- Craft Fusion Chophouse & Lounge
- Pints and Quarts

Schedule

5-6:30 p.m.
Social Hour &
"Taste of Brookings"
Sponsored by:
FALCON PLASTICS

6:30 p.m.
Program &
Live Auction

tickets

[includes drink ticket]
- **$50 for** single ticket
- **$250** for table of six
[includes company name signange]

Tickets must be purchased by end of day Monday, March 16th, 2020

To purchase tickets:
Online: www.brookingschamber.org
Call: 605.692.6125
Email: kimberly@brookingschamber.org

President's Sponsors: First Bank & Trust, brookings SOUTH DAKOTA

DEPARTMENT of ENVIRONMENT and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

March 3, 2020

RE: South Dakota's Free Abandoned Underground Tank Removal Program

The State of South Dakota has entered the 19th year of our free voluntary abandoned tank removal program and has removed abandoned underground petroleum tanks at approximately 3,500 sites. Under the program South Dakota Department of Environment and Natural Resources will remove tanks that qualify and perform environmental cleanup actions we deem necessary to protect human health at no cost to the owner.

The state wants to remove every abandoned underground storage tank that was used to store a petroleum product. Examples of petroleum products are gasoline, diesel, fuel oil, aviation fuel, waste oil, etc. In many of these situations, petroleum products may still be in the tanks or may have leaked into the ground. This spillage can cause our ground water to become polluted and may be a risk to people in the area. The state will not remove petroleum tanks that may be inaccessible, such as beneath a building. The free tank removals do not apply to tanks that were in retail service on or after April 1, 1988. Non-petroleum tanks such as propane tanks, cisterns, and septic tanks are not eligible under this program.

We wanted your county to know about this ongoing program. Enclosed with the tank removal application form is a summary fact sheet. The sheet lists the steps tank owners need to take to get tanks removed. Any help you can give us in getting the word out about it would be appreciated. Please forward information to anyone within your county and office who would benefit from the program and give copies of the forms to anyone you know who may have abandoned tanks on their property.

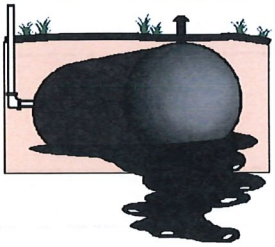
For more information, please contact Justin Allen with DENR at 605.773.3296 with any questions about this free program. You may also contact us by fax (605.773.6048), e-mail (DENRINTERNET@state.sd.us), or visit our website (http://denr.sd.gov/TankYank). Thank you for your help.

Sincerely,

Justin Allen
Natural Resources Project Engineer
Ground Water Quality Program
605-773-3296

Abandoned Tank Removal Program

Why should I consider getting my tank removed?



Tanks should be removed for two reasons. First, as tanks corrode, any petroleum that may still be in them will leak into our state's ground water. One gallon of gasoline has the potential to render one million gallons of water undrinkable. Leaks from tanks can also contaminate soil around the tanks and cause unhealthy gasoline vapors to seep into basements of private homes and businesses. Since these tanks are buried under several feet of soil, these problems can go unnoticed for years.

Second, the longer these old tanks remain in the ground, the more corroded they become. As the tanks become more corroded, there is an increased risk of the tank collapsing, and someone, or something, falling into the hole or tank.

What tanks will the state remove?

The state wants to remove every out-of-service underground storage tank that was used to store a petroleum product. Examples of petroleum products are gasoline, diesel, fuel oil, aviation fuel, waste oil, etc. The state will not remove petroleum tanks that may be inaccessible, such as beneath a building. The free tank removals do not apply to tanks that were in service for the sale of petroleum fuels on or after April 1, 1988. Also, non-petroleum tanks such as propane tanks, cisterns, and septic tanks are not eligible under this program.

How are the tanks removed?

All you need to do is give the state permission to dig up your tanks and do any necessary cleanup. After you give your permission, the Department of Environment and Natural Resources (DENR) will hire private contractors to remove any remaining product from the tank, remove the tank, and test the soil. The contractor will also remove piping and contaminated backfill around the tank. The contractor then fills the hole. The state pays for all the costs associated with removing the tanks from your property and any additional cleanup that is needed. However, the state does not pay to have the site resurfaced with new pavement, concrete, gravel, or grass.

What does the program cost me?

The best news associated with this program is that with the exception of resurfacing costs, it is free to the landowner! This is an opportunity that you cannot pass up if you own property with eligible underground storage tanks that are no longer in service.

The program is funded by DENR's Petroleum Release Compensation Fund (PRCF). This is a fund created in part to address environmental problems associated with spills from tanks. The money comes from a tank inspection fee imposed on wholesale distributors of petroleum fuels.

Is there a lien placed on my property by the state?

The answer is NO! When the program was first approved by the 2000 Legislature, the state was required to place a lien on the property for five years. However, a bill was introduced during the 2001 legislative session to eliminate the lien. The bill was approved by the legislature and, because of an emergency clause on the bill, went into effect immediately after it was signed.

How do I give my permission to have my tanks removed?

All you need to do is fill out the Tank Removal Form on the reverse of this sheet and return it to the address at the top of the form.

If I have questions, how can I get more information?

- Visit http://denr.sd.gov/TankYank
- Call the Abandoned Tank Removal Program at (605) 773-3296;
- E-mail at DENRINTERNET@state.sd.us; or
- Write to: Abandoned Tank Removal Program, Department of Environment and Natural Resources, 523 E. Capitol Avenue, Pierre, SD 57501

Get Your Abandoned Underground Petroleum Tanks Removed for FREE!!

SD EForm 1620 V2

TANK REMOVAL FORM

Return To:
Petroleum Release Compensation Fund
Department of Environment & Natural Resources
Joe Foss Building
523 E. Capitol Ave. Pierre, SD 57501

Email: denrinternet@state.sd.us
Phone: 605-773-3769
Fax: 605-773-6048

Name of owner or person having legal custody of the property: _____

Mailing Address (Street/City/Zip): _____

Phone # _____ Cell or Evening # _____

Site Information:

Name or former name of business where tanks are located: _____

Site Address (Street/City/Zip): _____

Nearest Cross Street to the Site: _____ County: _____

Were any of the tanks at this facility used for the sale of petroleum fuels on or after April 1, 1988? ☐ Yes ☐ No

Type(s) of surfacing overlying tanks? Select all that apply: ☐ Concrete ☐ Asphalt ☐ Gravel ☐ Grass/Dirt

Number of pump islands: _____ Other Surfacing _____

Please fill out the following table to the best of your knowledge for the tanks at this location:

	Capacity (Gallons)	Used for storing what Substances?	Current contents & amount	Date last used
1				
2				
3				
4				
5				

I hereby give the state permission to remove my abandoned underground storage tank(s) and I certify and agree to the following terms:

1. I certify I am the owner or person having legal custody of an abandoned site and the taxes are current at the location described above;
2. I waive all claims against the state, its officers, agents, and employees for damages resulting directly or indirectly from the tank pulling or corrective action;
3. I agree to transfer ownership of the tanks and their contents to the state upon removal;
4. I understand the state will fill the excavations back to grade after removal, but will not replace or provide any resurfacing;
5. I, the owner or person having legal custody of the property described on this form, consent to officers, agents, employees, and authorized representatives of the state of South Dakota entering and having continued access to the property for the following purposes:
   - Removal of abandoned underground storage tanks and petroleum contaminated soil;
   - Taking of such soil, water, and air samples as necessary; and
   - Other actions related to the investigation, assessment, and corrective action of surface or subsurface contamination.

_____ _____ _____

Printed Name of Owner or Legal Custodian | Signature | Date

DEPARTMENT of ENVIRONMENT and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

February 27, 2020

Ernst Temperli
Crosswind Heifer Facility
21672 482nd Avenue
Elkton, SD 57026

Re: Revised Phosphorus-Based Nutrient Management Plan (NMP)

Dear Mr. Temperli:

The Department of Environment and Natural Resources (DENR) received a landowner request to remove the fields listed in the following table from your approved phosphorus-based nutrient management plan (NMP). Your existing phosphorus-based NMP is part of your application for coverage under the *2003 General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit). Your animal feeding operation was originally approved on July 30, 1998, and permitted on March 26, 1999, **(general permit # SDG-0100009)**. The permit was transferred to you on June 5, 2017.

Fields Being Removed from NMP					
Field #	**County**	**Legal Description**	**Available Acres**	**Soil Sampling Requirements**	
				0-2 feet	**Additional**
3	Brookings	NE ¼, Sec. 11, T109N, R48W	126.1	Yes	Yes
5	Brookings	E ½, Sec. 12, T109N, R48W	264.0	Yes	Yes

We are approving the modifications and are removing *Fields 3 and 5* from your approved phosphorus-based NMP. With the removal of these fields, you still have adequate land available in your NMP to meet the permit requirements. **Please put one copy of the approved field information in Appendix D of your copy of the permit.** You are required to comply with the terms and conditions of your permit.

We have received your permit application for state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (2017 general permit) and your application is currently under review. Until permit coverage is issued under the 2017 general permit, you may continue to use your currently approved NMP for the land application of manure and wastewater from your operation in compliance with your coverage under the 2003 general permit. **If you would like the new fields to be included in the permit application for the 2017 general permit, an amended NMP which includes the necessary field information and updated spreadsheets will need to be submitted to the department for review and approval.**

You are also responsible for contacting the local planning and zoning office in the county where manure application will take place to determine if there are any local ordinances or requirements with which you need to comply.

The land application sites must be located at least 150 feet from a private well owned by you, 250 feet from a private well not owned by you and 1,000 feet from any public supply well or other public drinking water source. These setback distances from identified wells cannot be included as part of the land application acreage. Buffer zones are also required around any natural or manmade drainages or wetlands. Please review the buffer zone requirements on the land application maps included with the nutrient management plan in Appendix D of your permit prior to land applying manure.

To add fields to your approved phosphorus-based NMP, you must submit the required information for each additional field to the department for our review and approval. Information on adding fields to your approved phosphorus-based NMP may be obtained from your local Natural Resources Conservation Service (NRCS) office. You may also contact us for assistance at (605) 773-3351, or visit our website at **http://denr.sd.gov/des/fp/fieldadditions.aspx** for instructions on adding fields. **You may not apply manure to any fields not included in your approved phosphorus-based NMP.**

If manure application will involve placing hoses or other equipment in a state highway right of way (for example, in a road ditch or through a culvert), you must first obtain a Permit to Occupy Right of Way. Application for this permit may be made through the local South Dakota Department of Transportation area office. Contact your local SD DOT area office for more information on this permit. In addition, please contact your county highway superintendent to determine if your county has similar requirements.

One copy of the landowner request to remove these fields is being retained for our files. The attached field list is an updated listing of the fields that are currently approved for manure or wastewater application. The attached map shows the location of each field. Please review this information and notify the department if any of the information is incorrect. If the enclosed field list and map are correct, please place them in your NMP.

If you have any questions regarding the content of this letter, please feel free to contact Spencer Van Overbeke Feedlot Permit Program at (605) 773-3351. Thank you for your cooperation.

Sincerely,

Paul N. Wegleitner
Natural Resources Project Engineer
Feedlot Permit Program

cc: Kevin Banken, Centrol, Brookings, SD
Brookings County Commissioners

Enclosures: Field List
Field Map

2019

brookings
ECONOMIC DEVELOPMENT CORPORATION

ANNUAL REPORT

brookings
ECONOMIC DEVELOPMENT CORPORATION

MISSION

Build the economy by leading collaborative efforts that support a prosperous place to live, learn, work and play.

IMPACT

Based on estimates of work program results over the last ten years, BEDC has an ongoing economic impact of more than $93 million annually.

CONTACT INFORMATION

Brookings Economic Development Corporation
2301 Research Park Way, Ste 113
Brookings, SD 57006
(605) 697-8103 | bedc@brookingsedc.com

BrookingsEDC.com

Brookings Economic Development Corporation

2019 ANNUAL REPORT

Table of Contents

BUSINESS DEVELOPMENT.....4

WORKFORCE DEVELOPMENT.....6

ENTREPRENEUR SUPPORT.....8

COMMUNITY DEVELOPMENT.....10

VISION BROOKINGS.....11

DEMOGRAPHIC & ECONOMIC HIGHLIGHTS.....12

COMMUNITY ACCOLADES.....14

2019 Board of Directors

Randy Hanson - President (Mills Construction)
Andy Johnson - Vice President (Mills Development)
Dan Hansen - Secretary/Treasurer (Brookings City Council Rep.))
Carla Gatzke - Past President (Daktronics)
Amiel Redfish (Regional Cities Rep.)
Daniel Scholl (SDSU Rep.)
Jason Merkley (Brookings Health System Rep.)
Jeff Lee (Chamber of Commerce Rep.)
Lee Ann Pierce (Brookings County Rep.)
Tim Harvey (Brookings Municipal Utilities Rep.)
Kevin Tetzlaff (First Bank & Trust)
Mark Hyde (South Dakota Soybean Processors)
Victoria Blatchford (Wells Fargo)

Staff

Al Heuton - Executive Director | al@brookingsedc.com
Kristi Larsen - Marketing Director | kristi@brookingsedc.com
Jennifer Quail - Director of Entrepreneur Support | jennifer@brookingsedc.com
Sarah Hauge - Director of Workforce Development | sarah@brookingsedc.com
Dawn Petterson - Workforce Analyst | dawn@brookingsedc.com

BUSINESS DEVELOPMENT

Businesses Assisted
114
Retention/Expansion

KEY INITIATIVES

- National Retail Convention
- Industry Visits
- Retail Grant Program Management
- Consul General Visits
- Consumer Survey
- Targeted Industry Recruitment
- Cell Phone Studies
- Available Sites Database
- Market Highlights
- Demographic Statistics

Business Prospects
87
Recruitment

PROJECT SPOTLIGHT

Survey Results Reveal Shopping/Dining Preferences, Overall Impressions

2,123
TOTAL RESPONSES

TOP 3 DESIRED RETAILERS

Big Box/Discount/Super Store	50%
Clothing/Department Store	17%
Grocery Store	17%

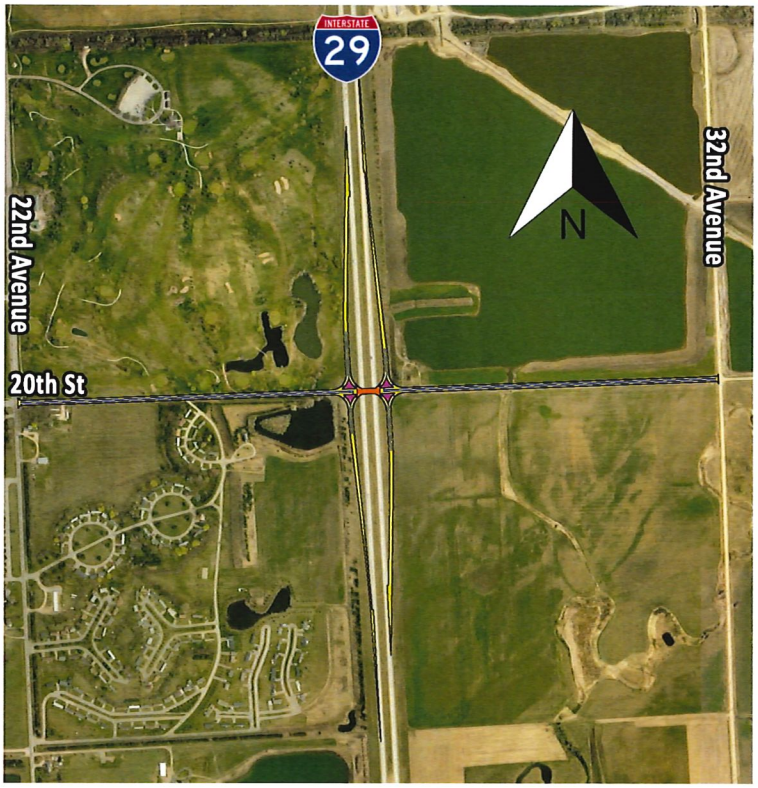
TOP 4 DESIRED RESTAURANTS

Ethnic	31%
Family-Friendly	20%
Casual Dining (w/alcohol)	12%
Fast Food	10%

WHAT DO WE LIKE ABOUT BROOKINGS?

Events/Activities
Variety/Opportunities
Retail/Shopping/Restaurants
SDSU/SDSU Events
Small Town Feel
Progressive
Strong Community/Business Growth
Services
Friendly/Welcoming
Neighborhoods/Historical Areas
Amenities
Comfortable/Familiar
Downtown
Biking/Walking Trails
Atmosphere/College Town
Trees/Landscaping/Infrastructure
Nature/Parks/Recreation
Convenience/Accessibility/Low Traffic
Weather
Calm/Peaceful/Quiet
Safety/Low Crime
Churches
Clean/Neat
Location/Proximity
Community Attitude/Character/Charm
Great/Love It/Spirit/Pride/Vibrant
Accepting/Diversity/Inclusion
Education Opportunities/School System
People
Beautiful/Pretty/Nice/Pleasant
Employers/Job Opportunities
Affordable
Family-Friendly
Size
Everything/Quality of Life
Sense of Community/Helpful/Caring

PROJECT SPOTLIGHT



$18.7 Million Grant Awarded for New Interstate Interchange

On behalf of the city, BEDC prepared the federal U.S. Dept. of Transportation BUILD (Better Utilizing Investments to Leverage Development) grant application for the long sought after 20th Street South interchange project. A huge game-changer for the community, the new interchange will open up 200 acres for development and ease traffic congestion on 6th Street and 22nd Avenue.

PRELIMINARY TIMELINE - 20TH ST S INTERCHANGE

2020 - Design Engineering
2021 - Design, Permitting & Right of Way Acquisition
2022 - Construction
2023 - Completion of Project

2020 Program Highlight

Grow the Economy of the Future through Targeted Industry Recruitment

Recruit high growth, high wage industry sectors that complement SDSU research and talent production, including precision agriculture and animal disease research and vaccinology. Explore what might be done to help existing businesses innovate and remain relevant.

WORKFORCE DEVELOPMENT

KEY INITIATIVES

- Job Fairs
- LATI Workforce Training Partnership
- Recruitment Programs
- Career Awareness
- Industry Visits
- Employer Resources
- Workforce Conference
- Employer Workforce Survey
- Partner Collaboration
- Child Care Needs
- Cultural Diversity Readiness
- SDSU Student Engagement
- Manufacturing Week
- Manufacturing Roundtable
- LiveinBrookings.com
- Social Media Marketing

BROOKINGS MANUFACTURING WEEK
SEPT. 30 - OCT. 4, 2019

PROJECT SPOTLIGHT

2019 Workforce Survey

SURVEY REPRESENTATION

71 Companies

68% Labor Force

12,939 Employees

WHAT IS OUR BIGGEST LABOR MARKET CHALLENGE? SUPPLY!

1,216 Vacancies Indicated in Survey

536 Unemployed Workers

19,280 Current Labor Pool

WORKFORCE PROJECTIONS (Next 3 Years)

38% Expand

54% Remain Stable

MOST IN-DEMAND OCCUPATIONS THROUGH 2022

TOP 4

- Managers
- Engineers
- Technicians
- Production

MOST CHALLENGING POSITIONS TO FILL

TOP 5

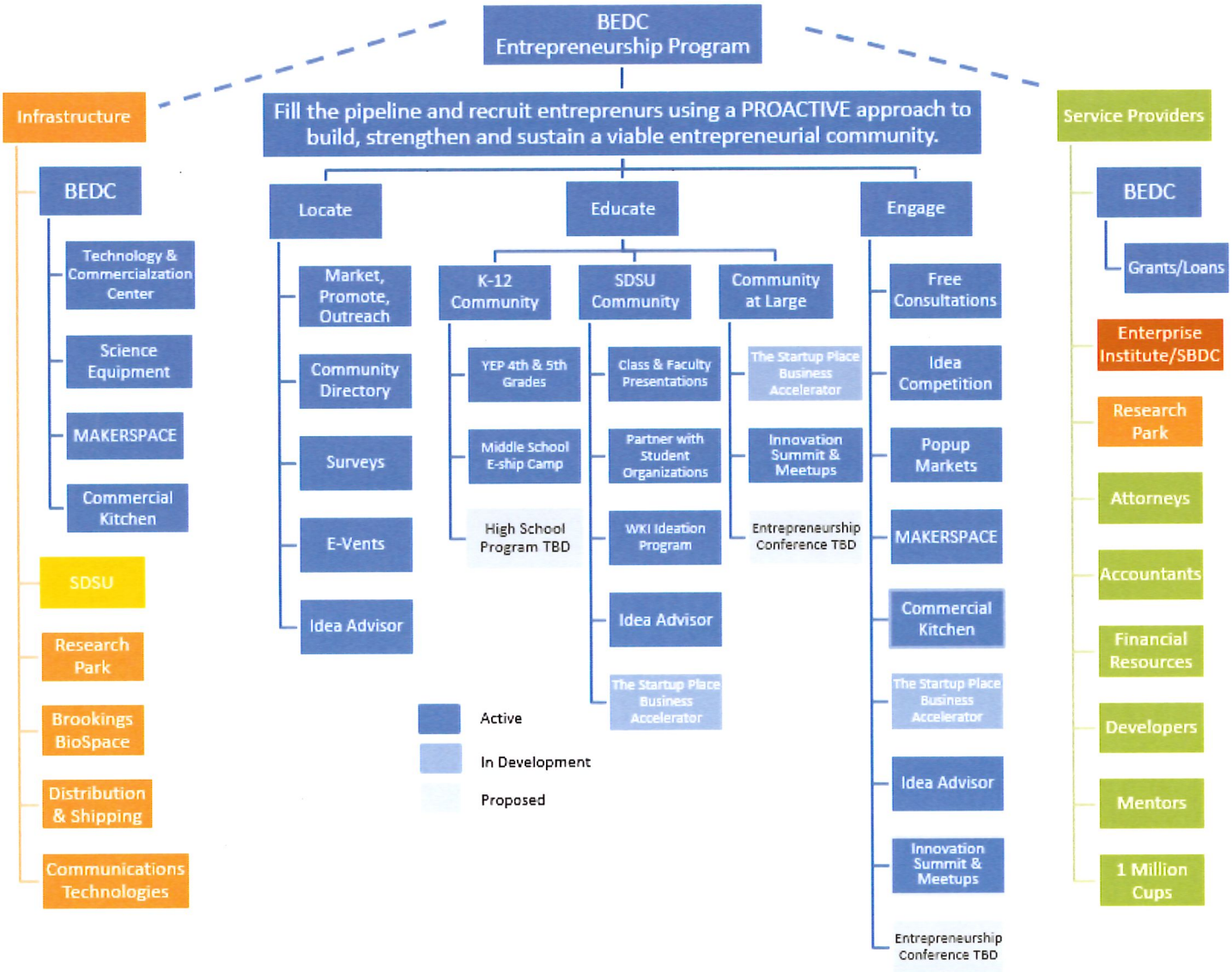
- Maintenance Technicians
- Supervisors/Managers
- Engineering Positions *Requiring Experience*
- Production
- Health Care/Social Assistance

2020 Program Highlight

Child Care Needs Assessment & Awareness Campaign

Conduct a child care survey, analyze results and collaborate with key partners to recommend data-driven initiatives that produce impactful outcomes.

ENTREPRENEUR SUPPORT



Entrepreneurs & Startups

193

Assistance Provided

KEY INITIATIVES

- Brookings Start-up Hub
- Idea & Business Plan Competitions
- SDSU Innovation Programs
- Kid-Preneur Market
- Entrepreneur Coaching
- Grant Writing Workshops
- Brookings Area Makerspace
- Annual Maker Festival
- SDSU Idea Adviser Program
- Recruitment Programs
- Innovation Summit
- Commercial Kitchen

PROJECT SPOTLIGHTS

Innovation Summit

BEDC was awarded a $35,000 USDA Rural Development grant to hold a day-long event focused on helping existing businesses and entrepreneurs remain competitive in the next generation economy. The event, held Oct. 17, featured Mitch Ditkoff, award-winning author and co-founder of "Idea Champions", a company that helps organizations increase their core competency of innovation. A group of attendees is participating in a year-long cohort to encourage the innovative mindset. The grant allowed Ditkoff to host a separate workshop for SDSU designed to help leadership teams more effectively cultivate creativity and innovation among employees and students.

SDSU Idea Adviser

BEDC implemented a new program designed to help the SDSU community advance their business ideas. Jennifer Quail, Director of Entrepreneur Support, has office hours on campus every Tuesday where she provides 1:1 free, customized coaching for students, staff and faculty. Quail assists this community of innovators and entrepreneurs with exploring and evaluating the viability of their ideas and connects them to the start-up resources available in the Brookings region that will move those ideas forward into business opportunities.

SOUTH DAKOTA STATE UNIVERSITY®
IDEA Adviser

2020 Program Highlight

Think Tank Thursdays Commercializing SDSU Research

Led by certified coach Jennifer Quail, Think Tank Thursdays is an ideation and commercialization program designed to specifically engage SDSU research faculty. This nine session program focuses on validating why the idea matters, how it will create value for others and its commercial potential.

COMMUNITY DEVELOPMENT

KEY INITIATIVES

- Collaboration with Key Partners
- Communities of Excellence
- Vision Brookings
- State Public Policy
- Affordable Housing
- Leader Roundtable Discussions
- Regional Cities Forum
- National Awareness Campaigns

2020 Program Highlight

COE PROGRAM

Complete second year of Baldrige Communities of Excellence program - a two-year initiative designed to enhance and improve the performance of a community and its leaders.

VISION BROOKINGS III (2017-2021)

CAMPAIGN RESULTS

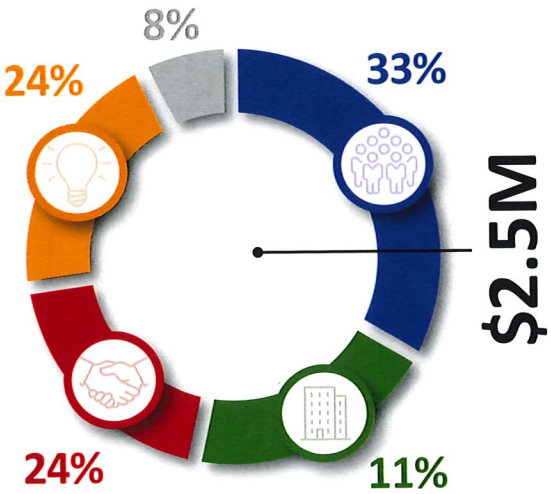
GOAL - $2.5M

RAISED - $2.65M

INVESTORS - 127

- Fundraising completed in-house by BEDC, saving investors $200,000+ in consultant fees

INVESTMENT PRIORITIES



WORKFORCE DEVELOPMENT $825,000
BUSINESS DEVELOPMENT $265,000
ENTREPRENEURSHIP $600,000
RESEARCH PARK AT SDSU $600,000
FUNDRAISING/ADMIN $210,000

VISION
brookings

VISION + ACTION = CHANGE

FUNDS ALLOCATED TO DATE

WORKFORCE DEVELOPMENT

BEDC Workforce Program.....$375,000
Lake Area Tech Partnership.....$118,500
Chamber Connect 2140.....$ 25,000
Teen Challenge of the Dakotas.....$ 20,000
Communities of Excellence.....$ 15,000
Leadercast.....$ 2,000
Boy Scouts Career Exploring.....$ 750

BUSINESS DEVELOPMENT

Public Policy.....$150,000
20th St Overpass.....$ 78,240
Downtown Business District.....$ 68,000
Brookings Day at the Capital.....$ 12,000

ENTREPRENEURSHIP

BEDC Entrepreneur Program.....$375,000
Enterprise Institute.....$180,000

RESEARCH PARK AT SDSU

Land Replacement.....$600,000

FUNDRAISING/ADMINISTRATION

$210,000

REMAINING FUNDS: $235,000

Leveraged Funds To Date

$24,646,450

Program Managed By:

brookings
ECONOMIC DEVELOPMENT CORPORATION

BEDC's work program generates an additional economic impact of more than $93 million annually!

DEMOGRAPHIC & ECONOMIC HIGHLIGHTS

MEDIAN FAMILY INCOME

$80,078 2017 Est.

↑20%

Since 2010 Census

CITY POPULATION

24,509 2018 Est.

↑11%

Since 2010 Census

MEDIAN HOUSEHOLD INCOME

$47,506 2017 Est.

↑21%

Since 2010 Census

COUNTY POPULATION

35,232 2018 Est.

↑10%

Since 2010 Census

2019 CONSTRUCTION PROJECTS

$48.9M

561

Total Building Permits

COUNTY EMPLOYMENT

18,830

↑1,817

Since 2010

3.7%

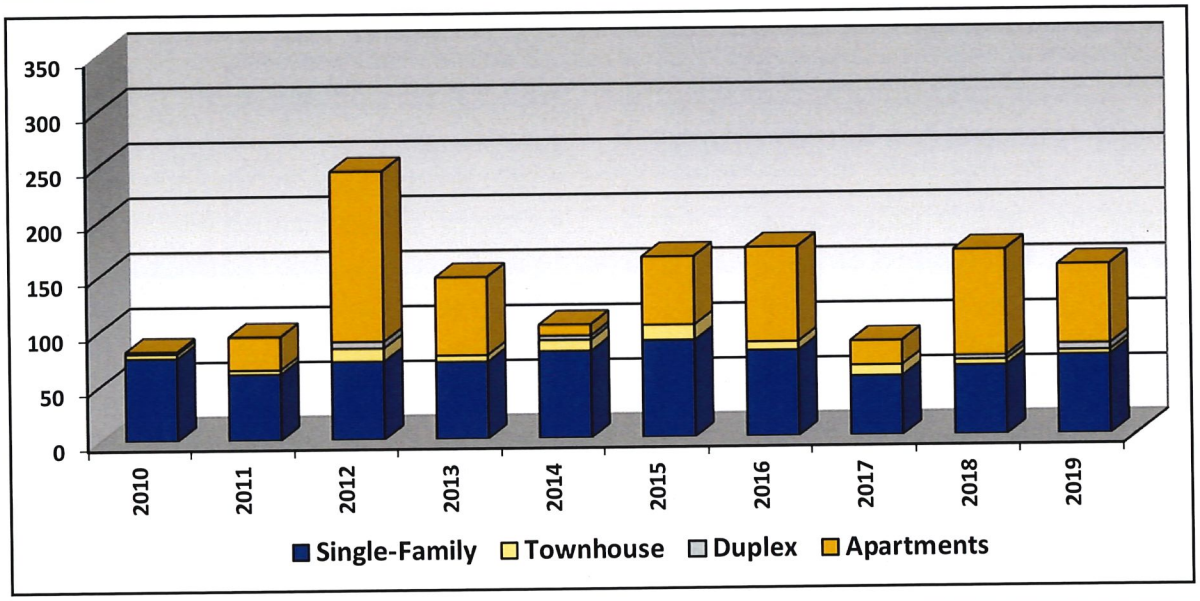
Unemployment Rate
(December, 2019)

DATA SOURCES

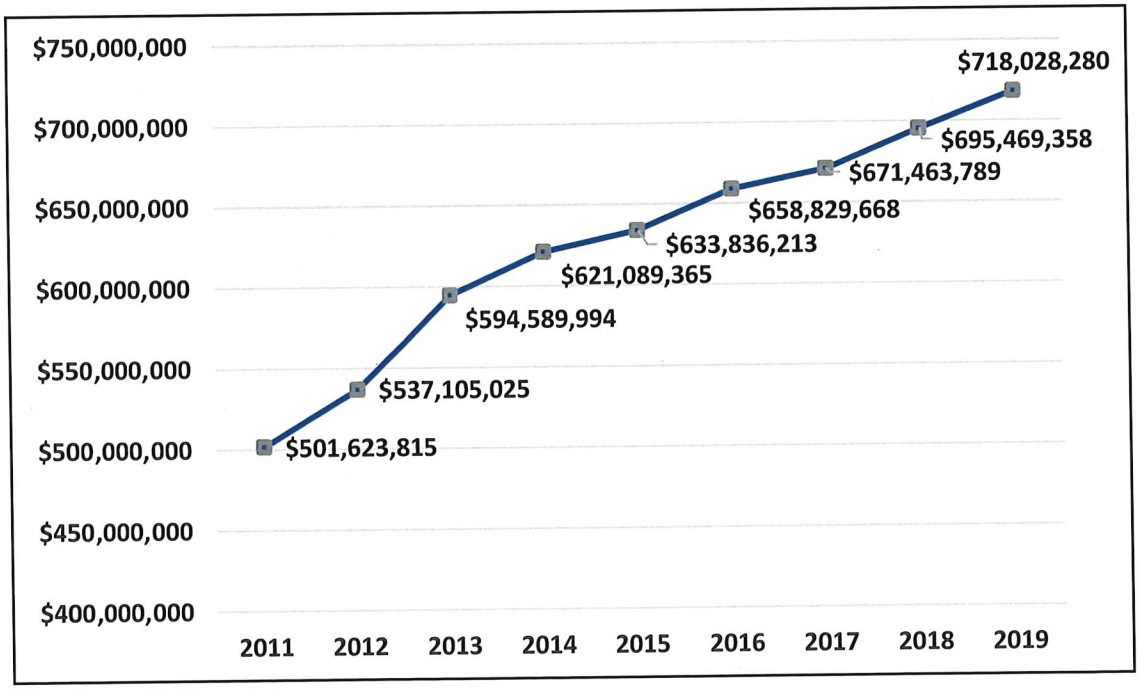
- U.S. Census Annual Population Estimates - 2018
- U.S. Census American Community Survey Estimates - 2013-2017
- City of Brookings
- South Dakota Department of Labor
- South Dakota Department of Revenue

DEMOGRAPHIC & ECONOMIC HIGHLIGHTS

RESIDENTIAL BUILDING PERMITS - CITY OF BROOKINGS



TOTAL TAXABLE SALES - CITY OF BROOKINGS



COMMUNITY ACCOLADES

- **#16 Top Micropolitans** In The U.S. (Policom, 2020)
- **#1 Best Cities** To Live In S.D. (Chamber of Commerce, 2019)
- **#1 Best College Town** In S.D. (Travel Pulse, 2019)
- **#7** Most **Arts-Vibrant** Small Cities In The U.S. (SMU DataArts, 2019)
- One of Five Heartland Communities Named as **National Micropolitan Success Story** (Walton Family Foundation, 2018)
- **#2 Safest** Cities In S.D. (Alarms.org, 2018)
- **#1 Best Places To Live** In S.D. (Niche, 2018, 2017, 2016)
- **#8 Top College Towns** in America (Schools.com, 2017)
- **#25 Best Cities for Entrepreneurs** in U.S. (Livability/Entrepreneur, 2017)
- **#2 Best School Districts** in S.D. (Niche, 2019, 2018, 2017)
- **Beautiful Small Towns** in Every State (USA Today, 2017)
- **America's Main Streets** Contest Finalist (Independent We Stand, 2016)
- **#1 Safest College Town** in America (Safewise, 2015)
- **#5 - Safest City** in America (ADTSecurity, 2015)
- One of 11 Communities Chosen Nationwide (only non-metro area) for "**Case Study for Positive Economic Transformation**" (State of Indiana, 2014)
- **#5** Top 10 **Best Small Towns** in America (Livability, 2013)

BROOKINGS RANKED 16TH BEST IN THE COUNTRY

Study measures economic strength and vitality of communities

Brookings, S.D. January 21, 2020

A research report by Policom Corporation has identified Brookings as the 16th best performing micropolitan in the United States. A micropolitan area has a population of at least 10,000 but fewer than 50,000, and there are 542 micropolitan statistical areas in the country.

Policom specializes in studying the dynamics of local economies. The company researches communities to determine if an area is growing or declining, what is causing this to happen, and offers ideas and solutions for improvement. Policom has created economic strength rankings for micropolitan statistical areas since 2002. Brookings was selected as a top performing community based on a comprehensive formula taking into account several economic growth factors, including:

- Wages and Per Capita Total Worker Earnings
- Per Capita Personal Income
- Strength of Construction and Retail Industries
- Welfare and Medicaid Income and Assistance

Brookings was the top micropolitan in South Dakota and the community has placed in the top 20 since 2016. Bozeman, Montana received the #1 ranking with Vineyard Haven-MA, Heber-UT, Lebanon-NH and Laconia-NH rounding out the top five.

"The Policom ranking proves that the economic development strategy for Brookings County is working," said Al Heuton, executive director of Brookings Economic Development Corporation. "Our focus on higher wages and wealth creation, workforce training, business retention and expansion activities as well as recruitment and support for startup companies is on par with Policom's recommended actions to achieve long-term growth and community quality."

The complete report is located at https://policom.com/rankings-micropolitan-areas/.

brookings

ECONOMIC DEVELOPMENT CORPORATION

2301 Research Park Way Ste 113 | Brookings, SD 57009
(605) 697-8103 | bedc@brookingsedc.com

"THE SKYCHASER" – EXECUTIVE SUMMARY

South Dakota Wing Electronic Newsletter for FEBRUARY 2020

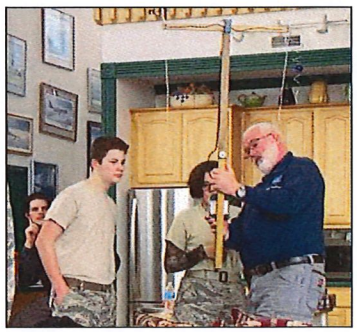
Official Auxiliary of the U.S. Air Force - Citizens Serving Communities: Above and Beyond

Publishers: Wing Commander Colonel David Small Jr. / Wing Vice Commander Lieutenant Colonel Buck DeWeese
Editor: Lt. Col. Bruce Kipp • Wing Assistant Public Affairs Officer • (605) 261-4507 • bruce.kipp@sdwg.cap.gov.us

Follow us on Facebook at www.facebook.com/SDWingCAP and Like us on Twitter at @SDWingCAP

WING TIPS

- ***GROUND TEAM TRAINING***: Because the January Search and Rescue Exercise (SAREX) was cancelled due to bad weather we took the opportunity to do some basic ground team training (GTM) in the Black Hills on Saturday, 11 January. 18 members showed up, including nine cadets who had never participated in a SAREX. Most completed nearly all of their pre-requisites for GTM3 and got some field training to boot. More advanced members were able to check off the few remaining tasks to complete GTM3, GTM2 and GTM1 operations qualifications. Col. Small gave the safety briefing and overview of activities. Maj. Collister spent time with more experienced ground team members helping complete needed tasks. Col. Small worked with the first timers to go over GTM3 prerequisites.



- ***NEW WING COMMANDER***: Col. Aye, North Central Region Commander sends: "NCR recently facilitated the selection process for the position of South Dakota Wing Commander. The Selection Advisory Committee met 11 January, and I am pleased to announce the next South Dakota Wing Commander will be Col (select) Nicholas J. Gengler. He will take command in May at the South Dakota Wing Conference.

Brookings County Historical Society-Museum
P.O. Box 872
Brookings, S.D. 57006

Feb. 24, 2020

Brookings County Commissioners
520 3rd St. Suite 210
Brookings, S.D. 57006

Dear Commissioners:

The board of directors of the Brookings County Society/Museum has asked that I convey to you all their heartfelt thanks for your continued support as we strive to preserve the past and the current history of Brookings County for today's and tomorrow's generations.

As you are aware, the continued maintenance and general up-keep of the museum campus is a high priority and your support helps insure that we can continue to meet the this challenge.

In recent months we have been able to re-roof the nearly 40-year-old north wing of the Ag Building, and we continue to up-date the house of the county commissioners first clerk, James Hauxhurst.

The fifty-year-old Main Museum floor is currently being repainted as we reconfigure displays in that building in preparation for another season of visitors.

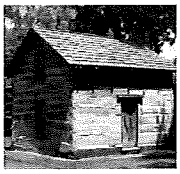
Nearly all of the work we are accomplishing this winter is being done by volunteer help, and those professionals it has been necessary for us to do some of the work have all reduce their regular fees.

In recent months the museum has been given two exciting new items related to county history that, with more than 100 other artifacts, we hope to have ready for display when we open on Memorial Day.

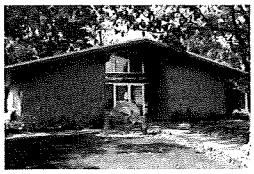
Thank you for helping make all of this possible.

Sincerely,

Phil Wagner
President


1870 Log Cabin

Christianson Family Rural School


Main Museum

Farm Equipment Building

1884 Hauxhurst House

Trooien Museum

Located in Volga City Park in Volga, S.D.