

**PROPOSED AGENDA
CITY COUNCIL ADJOURNED MEETING
CITY HALL
23 2ND ST NE
WATERTOWN, SOUTH DAKOTA**

Monday, July 18th, 2016

7:00 PM

Call to Order

Pledge of Allegiance

Roll Call

1. Approval of consent agenda
 - a. Approval of the minutes of the Council meetings held on July 5, 2016
 - b. Approval for business license to Rose City Canopy and Sign as a Sign Installer (\$250)
2. Approval of agenda
3. Approval of Council Committee Assignments
4. Appointments to fill vacancies on City Boards and Commissions
5. Ordinance No. 16-08 amending Section 3.0101, 3.0109, 3.0110 and 3.0112 of Title 3 regarding Animals, Poultry, Etc. for the City of Watertown
 - a. Second reading
 - b. Council action
6. Approval of insurance policies and authorization payment of premiums for general liability, public officials liability, auto liability and physical damage, law enforcement liability, buildings and contents, equipment property damage, and equipment breakdown (boiler and machinery) coverage
7. Authorization for the Mayor to sign a contract for professional services with RS Architects to design the Ice Complex
8. Consideration of Change Order No. 1 to the contract with Bates Construction Co., Inc. on the Amdahl Wetland Complex Project increasing the contract amount \$4,690
9. Old Business
10. New Business
11. Liaison member reports
12. Executive Session pursuant to SDCL 1-25-2
13. Motion to adjourn

Rochelle M. Ebbers, CPA
Finance Officer

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. ADA Compliance: The City of Watertown fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Finance Office 24 hours prior to the meeting so that appropriate auxiliary aids and services are available.

Item #1a- July 5, 2016 Council Meeting Minutes

**OFFICIAL PROCEEDINGS
CITY COUNCIL, CITY OF
WATERTOWN, SOUTH DAKOTA**

July 5, 2016

The City Council met in regular session at 7:00 PM in the Council Chambers, City Hall, 23rd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Solum, Danforth, Roby, Rieffenberger, Buhler, Tupper, Vilhauer, Albertsen and Alderwoman Mantey. Absent was Alderman Thorson.

Motion by Mantey, seconded by Vilhauer, to approve the following item on the consent agenda: minutes of the Council Meeting held on June 20, 2016; approval to write-off uncollectible ambulance accounts receivable in the amount of \$12,806.89; authorization for the Fire Department to apply for a grant from Homeland Security for upgrading digital radio communications and a thermal imaging camera and approval of bills & payroll and authorization to pay. Motion carried.

BILLS:

A & B BUSINESS SOLUTIONS,	SUPPLIES	90.65	LAKE CITY FIRE EQUIPMENT,	SERVICE	196.79
A-OX WELDING CO, INC.	SUPPLIES	310.68	LANGUAGE LINE SERVICES, IN	FEES	24.27
A1 CLEANING AND RESTORATIO	SERVICE	1,500.00	LARRY'S LUMBER, INC.	SUPPLIES	371.32
AASON ENGINEERING, INC.	CONSTR	8,827.25	LEGGETTE BRASHEARS & GRAHA	CONSTR	1,059.72
ABERDEEN NEWS COMPANY	ADV	500.00	LES MILLS US TRADING, INC.	SERVICE	1,161.05
ACTIVE HEATING, INC.	SERVICE	8,157.19	LEVI PEARSON	SUPPLIES	1,525.28
ADOLPHSEN, RICHARD	SERVICE	250.00	LIGHT AND SIREN	EQUIP	4,170.15
ADVANCE AUTO PARTS	SUPPLIES	11.99	LINDNER SNOW REMOVAL & BOB	SERVICE	4,156.23
AED BRANDS	SUPPLIES	646.92	LORI LEE	SERVICE	334.00
AGRITTECH	SUPPLIES	1,811.21	LYLE SIGNS, INC.	SERVICE	808.22
AIRGAS USA, LLC	SUPPLIES	112.28	MAC'S INC.	SUPPLIES	731.20
ALERT MAGAZINE	ADV	80.00	MACK LAND SURVEYING LLC	SERVICE	2,250.00
AMAZON.COM	SUPPLIES	87.20	MACK LANDSCAPING	SERVICE	293.37
AMERICAN ENGINEERING TESTI	SERVICE	1,479.50	MACKSTEEL WAREHOUSE INC.	SUPPLIES	424.04
AMERICAN LIBRARY ASSOCIATI	SUPPLIES	41.00	MAHOWALD'S HARDWARE & RENT	RENT	240.14
AMERICAN RED CROSS - HEALT	SERVICE	1,890.00	MARION ZOOLOGICAL	SUPPLIES	1,198.60
AMERICINN	TRAVEL	413.97	MARY REDLIN	RENT	699.98
ANDOR INC.	SERVICE	2,420.15	MATHESON TRI-GAS, INC.	SUPPLIES	193.81
AP AUTO PROS, INC.	SERVICE	364.98	MATT SCHELL	REIMB	65.18
ARAMARK UNIFORM SERVICES,	SERVICE	95.62	MAYOR PETTY CASH	CASH	6.45
ASSOCIATED SUPPLY COMPANY	SERVICE	1,372.84	MEDICAL WASTE TRANSPORT, I	SERVICE	125.01
AT&T MOBILITY	SERVICE	44.85	MENARD'S	SUPPLIES	3,761.83
AUDRA HUNT	TRAVEL	320.04	MICHAEL MCCARTNEY	SERVICE	300.00
B & R TREE MOVING	SERVICE	825.00	MICHAEL SACKMANN	REIMB	1,000.00
BACHMAN PARKING & PAINTING	SERVICE	744.90	MICRO MARKETING ASSOCIATE	SUPPLIES	403.85
BAKER & TAYLOR	SUPPLIES	6,969.87	MIDCONTINENT COMMUNICATIO	SERVICE	1,346.68
BATES CONSTRUCTION COMPANY	CONSTR	111,589.04	MIDWEST AG SUPPLY, L.L.C.	SUPPLIES	1,053.58
BECKY SPROUSE	REIMB	78.62	MIDWEST MINI MELTS	SUPPLIES	1,120.00
BENDIX IMAGING, INC.	SUPPLIES	55.99	MIDWEST TAPE	SUPPLIES	766.51
BLACKBURN MANUFACTURING	SUPPLIES	197.41	MIDWEST TURF & IRRIGATION	PART	2,485.44
BORNS GROUP	SERVICE	1,230.00	MIKE MULLIN	TRAVEL	87.36
BOUND TREE MEDICAL LLC	SUPPLIES	413.60	MILLER ELECTRIC, INC.	SERVICE	649.20
BRIAN'S GLASS INC.	PARTS	195.00	MIRACLE RECREATION EQUIP	PARTS	5,000.00
BRIAN MAROTZ	REIMB	1,000.00	MJ WALSH TRUCKING, INC.	SUPPLIES	645.15
BROADCAST MUSIC INC.	FEES	302.40	MUNICIPAL UTILITIES	SERVICE	118,946.07
BROTHERHOOD ARMS	SUPPLIES	88.00	MUTH ELECTRIC, INC.	SERVICE	1,242.43
BUREAU OF ADMINISTRATION	SERVICE	321.74	NASCO	SUPPLIES	546.32
BUREAU OF HUMAN RESOURCES	SERVICE	450.00	NATIONAL TACTICAL OFFICERS	TRAINING	13,078.00
BUTLER MACHINERY CO INC.	EQUIP	24,993.04	NEAL CONSTRUCTION INC.	CONSTR	86,375.00
BX CIVIL & CONSTRUCTION IN	SERVICE	2,689.05	NETWORKFLEET, INC.	SERVICE	75.80
CADD ENGINEER SUPPLY, INC.	SUPPLIES	489.70	NICK POOR	TRAVEL	37.00
CALIFORNIA CONTRACTORS SUP	SUPPLIES	596.00	NORTH CENTRAL LABORATORIES	SUPPLIES	783.51
CARQUEST AUTO PARTS	SUPPLIES	428.58	NORTHERN TRUCK EQUIPMENT C	SUPPLIES	273.66
CARRICO LAW PROF. LLC	SERVICE	8,000.00	NORTHWESTERN COLLEGE	SERVICE	500.00
CASCADE ENGINEERING INC.	SUPPLIES	42,972.93	NYGAARD CONCRETE CONSTRUCT	CONSTR	10,302.32
CASHWAY LUMBER INC.	SUPPLIES	737.51	O'REILLY AUTO PARTS	PARTS	72.98
CBA LIGHTING & CONTROLS, I	SUPPLIES	1,011.30	OCLC INC,	SUBSCR	289.95
CDC DISTRIBUTING	SUPPLIES	65.10	OFFICE PEEPS, INC.	SUPPLIES	2,264.74
CENTRAL BUSINESS SUPPLY, I	EQUIP	13,125.26	ONE SOURCE	SERVICE	160.00
CENTURION TECHNOLOGIES, IN	SUPPLIES	178.50	ORIENTAL TRADING CO, INC	SUPPLIES	245.37
CENTURY BUSINESS PRODUCTS	SUPPLIES	165.02	OVERHEAD DOOR CO INC.	SERVICE	100.00
CENTURYLINK	SERVICE	1,731.05	PAUL WEISS	REIMB	84.01
CENTURYLINK	SERVICE	496.08	PEARSON GOLF MANAGEMENT,LL	SERVICE	6,847.52
CENTURYLINK	SERVICE	139.19	PELICAN POWERSPORTS	PARTS	71.58
CENTURYLINK	SERVICE	105.00	PEPSI	SERVICE	624.13
CENTURYLINK	SERVICE	1,365.23	PICTOMETRY INTERNATIONAL C	SERVICE	1,650.00
CHAD FOUST	GOTV	1,050.00	PIPE MASTERS	SERVICE	125.00
CHANNING L BETE CO, INC.	SUPPLIES	119.95	PIZZA RANCH	FOOD	122.93
CHIEF SUPPLY CORPORATION	SUPPLIES	51.48	PLAINS COMMERCE BANK	FEES	10.00
CHRIS CHRISTENSON	REIMB	8.17	PLAISTED COMPANIES	SUPPLIES	2,796.77
COCA COLA BOTTLING COMPANY	SERVICE	1,690.50	POLICE PETTY CASH FUND	CASH	47.68
CODINGTON CLARK ELECTRIC C	SERVICE	749.77	POSTMASTER	SERVICE	818.00
CODINGTON CO REGISTER OF D	SERVICE	302.00	POWER SYSTEMS	PARTS	434.18

CODINGTON CO SHERIFFS OFFI	FEES	29.80	PRAIRIE LAKES HEALTHCARE	SUPPLIES	295.41
CONCRETE DAKOTA REDIMIX, I	SERVICE	153.13	PREMIER SPECIALTY VEHICLES	PART	200.00
CONNECTING POINT, INC.	SERVICE	2,964.50	PRINT EM NOW	SUPPLIES	925.40
CONSOLIDATED READY MIX, IN	SUPPLIES	320.00	PRO LINE, INC.	SUPPLIES	227.14
COTEAU SHOPPER	ADV	80.00	PRO-VISION, INC.	EQUIP	310.00
COUNTY FAIR FOODS	SUPPLIES	742.55	PRODUCTIVITY PLUS ACCOUNT	SERVICE	11,113.06
COWBOY COUNTRY STORE	SUPPLIES	5.98	PUETZ CORPORATION	CONSTR	1,286,088.38
CRAIG KRUSE	FEES	107.00	RAMADA INN HOTEL & SUITES	TRAVEL	178.00
CREATIVE REWARDS & SPECIAL	SUPPLIES	139.00	RANDALL STANLEY ARCHITECTS	SERVICE	1,620.00
CRESENT ELECTRIC SUPPLY, C	SUPPLIES	195.82	RANDY HAASE	REIMB	800.00
CRITTER MART & MORE	SUPPLIES	299.40	RC TECHNOLOGIES, INC	SERVICE	134.90
CROSS COUNTRY COURIER	SERVICE	282.33	RECREATION SUPPLY CO.	SUPPLIES	3,650.43
CSI TESTING	SERVICE	315.00	REDLINGER BROS INC.	EQUIP	7,572.23
CUES	PARTS	94.20	RIVARD'S TURF & FORAGE	SUPPLIES	448.06
CULLIGAN	SERVICE	406.75	ROB'S AUTO REPAIR	SERVICE	403.62
DACOTAH PAPER COMPANY	SUPPLIES	436.86	ROBERT JUTTING	REIMB	48.30
DAHLE TIRE COMPANY	SERVICE	172.10	ROCHELLE EBBERS	TRAVEL	540.16
DAKOTA ELECTRONICS	SERVICE	115.00	ROGER FOOTE	REIMB	110.00
DAKOTA FINISHING, INC.	SUPPLIES	181.00	RON'S SAW SHOP	SERVICE	912.00
DAKOTA OIL	SUPPLIES	270.80	ROY'S SPORT SHOP INC.	SUPPLIES	5,181.92
DAKOTA PORTABLE TOILETS, I	RENT	2,510.00	RUNNINGS FARM AND FLEET	SUPPLIES	1,435.90
DAKOTA PUMP & CONTROL, INC	EQUIP	2,871.00	SAFETY KLEEN CORPORATION	PARTS	243.07
DAKOTA RIGGERS, INC.	EQUIP	1,257.94	SAFETY VISION	SUPPLIES	423.96
DATA TRUCK, LLC	SERVICE	390.00	SAME DAY EXPRESS, INC.	SERVICE	40.00
DAVE TODD	REIMB	447.86	SANFORD HEALTH OCCUPATIONA	SERVICE	530.00
DEIRDRE WHITMAN	REIMB	42.88	SANFORD USD MEDICAL CENTER	SERVICE	900.00
DEMCO, INC.	SUPPLIES	52.70	SCHAEFFER'S OIL	SUPPLIES	274.40
DEPENDABLE SANITATION INC.	SERVICE	4,166.66	SCHUNEMAN EQUIPMENT CO.	EQUIP	2,307.85
DIAMOND VOGEL PAINT CENTER	SUPPLIES	3,138.54	SCOTT MCMAHON	REIMB	159.83
DIANE'S ENGRAVING & SIGNS	SERVICE	42.27	SD BOARD OF MEDICAL AND OS	DUES	850.00
DIGITAL ALLY, INC.	SUPPLIES	110.00	SD DEPT OF ENVIRONMENT & N	FEES	8,296.47
DISCOUNT SEEDS, INC.	SUPPLIES	100.00	SD DEPT OF MOTOR VEHICLES	FEES	10.00
DON JELLIS WELDING & REPAI	SERVICE	340.00	SD DEPT OF REVENUE	SERVICE	571.00
DON ROWLAND	REIMB	725.00	SD HUMANITIES COUNCIL	SERVICE	50.00
DOUG'S AUTO REPAIR	SERVICE	95.12	SD RETAILERS ASSOCIATION	DUES	225.00
DOUGLAS BUTALA	REIMB	298.00	SDASRO	SERVICE	100.00
DUGANS SALES & SERVICE INC	SUPPLIES	81.90	SDLA	DUES	70.00
DUININCK, INC	CONSTR	173,865.64	SDN COMMUNICATIONS	SERVICE	1,071.20
EAPC ARCHITECTS ENGINEERS	SERVICE	14,463.36	SERVICE PLUS INC.	SERVICE	575.78
ELECTRIC MOTORS & MOORE IN	SERVICE	50.00	SERVICEMASTER OF WATERTOWN	SERVICE	2,438.00
ELECTRIC PUMP INC.	SUPPLIES	1,154.54	SHEEHAN MACK SALES AND EQU	PARTS	2,435.60
ELITE SIGNS AND GRAPHIX, L	SERVICE	1,430.75	SHEEHAN TRAILERS	SERVICE	80.00
EMERGENCY APPARATUS MAINT	SERVICE	4,882.22	SHI INTERNATIONAL CORP.	SERVICE	2,994.00
ENERGY LABORATORIES, INC.	SUPPLIES	1,150.00	SHOPKO STORES OPERATING CO	SUPPLIES	122.63
ENGELSTAD ELECTRIC	SERVICE	161,445.67	SHORT ELLIOTT HENDRICKSON,	SERVICE	2,698.21
EUROSPA AROMATICS	SUPPLIES	450.62	SIEGELS UNIFORMS	SUPPLIES	537.77
EVENTBRITE, INC.	FEES	74.75	SIGN PRO	SERVICE	1,674.00
EVOLUTION POWERSPORTS	PARTS	496.53	SIoux FALLS TWO WAY RADIO,	SERVICE	2,824.76
F J MC LAUGHLIN INC.	SUPPLIES	538.81	SIoux RURAL WATER SYSTEM	SERVICE	55.00
FARNAM'S GENUINE PARTS	PARTS	910.29	SIoux VALLEY COOP	SUPPLIES	31,175.87
FASTENAL COMPANY	SUPPLIES	168.91	SIoux VALLEY GREENHOUSE	SERVICE	3,673.67
FEDERAL EXPRESS CORPORATIO	SERVICE	276.20	SKYVIEW CONSTRUCTION CO.,	SERVICE	765.00
FIRST CHOICE SEWER & SEPTI	SERVICE	875.00	SODAK PEST CONTROL	SERVICE	60.00
FIRST NATIONAL BANK OMAHA	SERVICE	3,636.38	SOUTH DAKOTA FIREFIGHTERS	DUES	60.00
FISHER SCIENTIFIC	SUPPLIES	221.60	SPARTAN MOTORS USA, INC.	PART	928.60
FITNESS WORKS	SERVICE	895.00	SPORTSMITH	PART	37.99
FLOORS & MORE	SERVICE	747.50	STAN HOUSTON EQUIPMENT INC	PART	469.00
FORESTRY SUPPLIERS, INC.	SUPPLIES	414.66	STAR LAUNDRY & CLEANERS, I	SERVICE	387.09
G & K SERVICES, INC.	SERVICE	87.77	STEIN SIGN	SERVICE	284.36
GALE	SUPPLIES	381.37	STEIN'S INC.	SUPPLIES	447.31
GALL'S INC.	SUPPLIES	987.88	STEVE THORSON	TRAVEL	180.00
GCR TIRES & SERVICE	SERVICE	2,735.17	STOUDT'S INSURANCE	SERVICE	160.00
GEOTEK ENGINEERING	SERVICE	450.00	STRONG TOWNS	SERVICE	2,500.00
GLASS PRODUCTS INC.	SERVICE	472.94	STURDEVANT'S AUTO PARTS IN	PARTS	309.82
GLENDALE PARADE STORE, LLC	SUPPLIES	1,028.40	TALKPOINT TECHNOLOGIES, IN	SUPPLIES	154.00
GODFATHERS PIZZA	FOOD	57.46	TASER INTERNATIONAL	SUPPLIES	2,108.18
GRAINGER	SUPPLIES	822.70	TEAM LABORATORY CHEMICAL C	SUPPLIES	2,305.00
GRAY CONSTRUCTION	CONSTR	625,515.36	TECHNICOLOR SCREEN PRINTIN	SUPPLIES	91.23
GREGORY BERKEY	REIMB	976.00	TESTAMERICA LABORATIES, IN	SERVICE	2,018.62
GRUBCO INC.	SUPPLIES	126.85	THE READING WAREHOUSE	SUPPLIES	900.00
HACH COMPANY	SUPPLIES	78.44	THOMAS F. BURNS TRUST ACCT	SERVICE	40,130.65
HALLOCK COMPANY	PART	337.63	TIM CUMMINGS	REIMB	450.00
HD SUPPLY WATERWORKS, LTD	PARTS	2,224.00	TIRES PLUS, INC.	SERVICE	18.99
HEATHER NOLTE	REIMB	40.00	TODD RORVICK	REIMB	387.00
HEDAHL'S AUTO PARTS	PARTS	6.34	TOOL TIME RENT ALL	EQUIP	467.00
HEFTY SEED COMPANY	SUPPLIES	1,218.63	TRANSUNION RISK AND ALTERN	SERVICE	30.25
HEIMAN, INC.	SERVICE	4,726.38	TREE FARM	SERVICE	13,134.00
HELMS & ASSOCIATES	CONSTR	49,524.33	TRIPLE A BRAND MEAT CO.	SUPPLIES	12,003.69
HENRY JOHNSON	REIMB	832.39	TURFWERKS	PART	142.55
HILLYARD / SIOUX FALLS	SUPPLIES	794.69	TYLER TECHNOLOGIES, INC.	SERVICE	14,873.80
HOLIDAY INN	TRAVEL	447.80	ULTIMATE CONSTRUCTION, INC	CONSTR	2,959.18
HOLIDAY INN RESORT	TRAVEL	171.00	UNIVERSITY OF MISSOURI-COL	FEES	8,000.00
HOLLY OHMAN	REIMB	45.00	UPSTART	SUPPLIES	74.50
HOUSTON ENGINEERING, INC.	CONSTR	2,923.95	USA BLUE BOOK	SUPPLIES	83.32
HP INC.	EQUIP	6,329.00	VAN DIEST SUPPLY CO.	SUPPLIES	10,807.50
HR GREEN, INC.	CONSTR	14,565.00	VANCO SERVICES,LLC	FEES	5.75
HURKES IMPLEMENT CO., INC.	SERVICE	1,633.03	VARIETY FOODS, INC.	FOOD	6,220.69
HY VEE FOOD STORE	SUPPLIES	1,055.44	VAST BROADBAND	SERVICE	304.65

IDEXX DISTRIBUTION, INC.	SUPPLIES	202.06	VEEDERS COLLISION CENTER	SERVICE	375.00
ITC	SERVICE	387.83	VERIZON WIRELESS	SERVICE	537.93
J & B SCREEN PRINTING INC.	SUPPLIES	900.00	WAL-MART COMMUNITY BRC	SUPPLIES	759.13
J H LARSON ELECTRICAL CO.	PART	1,207.20	WARNE PLUMBING & HEATING	SERVICE	120.41
JAMON HARBERTS	REIMB	200.00	WATERTOWN AREA CHAMBER OF	SUBSIDY	7,000.00
JANICE RUDEBUSCH	REIMB	527.00	WATERTOWN BASKETBALL ASSOC	SERVICE	375.00
JASON RAML TRUCKING	SERVICE	1,426.69	WATERTOWN BOYS AND GIRLS O	SUBSIDY	17,037.50
JEFF'S VACUUM CENTER	SERVICE	25.49	WATERTOWN BUSINESS DISTRIC	SUBSIDY	17,958.01
JEFFERSON LINES	SERVICE	97.80	WATERTOWN CONVENTION & VIS	SUBSIDY	22,700.00
JLG ARCHITECTS	CONSTR	10,682.01	WATERTOWN COOP ELEVATOR AS	SUPPLIES	300.24
JON OR AINSLEY MONIZE	REIMB	513.60	WATERTOWN EVENT CENTER	SERVICE	202.96
JORDAN TRUMBO	REIMB	72.03	WATERTOWN FAMILY PANCAKES/	SERVICE	74.61
JURGENS PRINTING INC.	SUPPLIES	29.00	WATERTOWN FORD	PART	1,157.04
JUSTIN PIETZ	REIMB	1,000.00	WATERTOWN KIWANIS	SUPPLIES	100.00
K SCALE	SERVICE	516.25	WATERTOWN MUNICIPAL BAND	SUBSIDY	6,000.00
KAMPESKA MARINE	SERVICE	17,000.00	WATERTOWN NOW	SERVICE	1,475.00
KATHY FELTCH	REIMB	1,000.00	WATERTOWN PUBLIC OPINION	SERVICE	6,910.14
KEITH DOLEN	REIMB	330.72	WATERTOWN SCHOOL DISTRICT	SUPPLIES	3,038.75
KIRK ELLIS	REIMB	120.44	WATERTOWN VOLUNTEER CENTER	SERVICE	184.00
KIXX	ADV	350.00	WATERTOWN WHOLESALE	SUPPLIES	406.21
KJELLEN, STEVE	SERVICE	135.00	WATERTOWN WINNELSON CO.	SUPPLIES	1,715.70
KOEHL EXCAVATING, LLC	CONSTR	57,298.30	WATERTOWN'S FIRST CHOICE T	SERVICE	486.70
KPHR	ADV	150.00	WEST RIVER BEVERAGE, INC.	SUPPLIES	931.00
KXLG	ADV	550.00	WESTMAN FREIGHTLINER	PARTS	193.71
LACAL EQUIPMENT INC.	PARTS	5,288.66	WHEELCO TRUCK & TRAILER PA	PART	134.10
LAKE AREA / BIT	SERVICE	63.00	YAMAHA MOTOR CORPORATION,	LEASE	4,079.58
LAKE AREA VETERINARY CLINI	SERVICE	566.55	YOUNG'S PRIMETIME SPORTS &	SUPPLIES	504.00
LAKE AREA ZOOLOGICAL SOCIE	REIMB	19,575.01			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	17,005.49	1,244.38	499.03	1,149.63	Forestry	9,236.52	668.53	467.18	1,417.84
Attorney	1,720.53	122.38	103.23	268.21	Library	37,193.25	2,592.91	1,968.99	6,897.78
Finance	32,351.81	2,309.27	1,938.10	5,134.94	Building Serv.	20,155.80	1,486.27	1,134.51	3,027.10
Info Tech	12,944.38	905.48	772.46	2,299.26	Park & Rec.	202,813.52	15,021.49	6,584.30	17,930.74
Engineer	31,628.63	2,317.25	1,766.71	3,908.52	WRC	43,553.35	3,234.18	1,805.49	3,908.52
Police	187,357.08	13,524.04	14,522.30	30,430.24	E-911	45,462.47	3,270.93	2,727.75	7,472.04
Fire	188,349.12	2,836.71	14,964.55	26,629.20	Upper Big Sioux	7,302.38	504.62	403.01	881.42
Street	54,181.70	3,963.82	2,990.73	7,817.04	Sewer	69,930.53	5,123.89	4,075.07	10,840.88
Cemetery	12,261.69	890.13	503.42	1,417.84	Landfill	60,824.15	4,389.20	3,626.40	8,966.68
Animal Cntrl	3,797.21	279.19	226.63	536.42	Airport	17,649.43	1,299.79	875.47	1,954.26

Add'l 5.25 long	S. Caron (Eng.), B. Johnson (Police), T. Breitag & C. Premus (Fire), J. Weeks (Forestry), K. Bucholz (Bld. Serv.), K. Konrad & N. Geist (P&R), J. Hemiller (WCRC)
New Hires P&R	M. Hansen, H. Wookey, E. Maag, J. Dale, I. Karst, J. Kerkvliet, M. Kruger, K. Kunkel, P. Lear, A. Norberg, A. Elbert, K. Schlecht, M. Sonne, E. Stahlke, D. Veflin (8.55/hr),
New Hires P&R	B. Bauer, M. McClemons, T. McEldowney, M. Stoick, M. Tschetter, A. Noeldner, B. Sattler, K. Engels (8.55/hr), F. Baumberger, B. Buri, S. Johnson (8.75/hr)
New Hires P&R	M. Denzer, M. Morris, L. Ryan, C. Wirkus, M. Ahlers, G. Bach, K. Barrett, K. Fox, A. Gainor, R. Geier, C. Kieso, L. Long, E. Olson, M. Snell, M. Stacey (8.75/hr)
New Hires P&R	S. Suttan, J. Veflin, L. Waba, J. Jorgenson, (8.75/hr), T. Rowland, M Decker, M. Hoff, W. Berner, K. Steiner (9.00/hr), S. Loof (9.25/hr), M. Burns, G. DeWitt (9.50/hr)
New Hires P&R	A. Doss, H. Erickson, K. Ramirez, C. Weiss (9.50/hr), T. Laurier, A. West (10.00/hr), New Hires Bld Serv K. Dolen (3,179.00/mo), New Hire E-911 L. Seim (14.00/hr)
New Hires WCRC	B. Saeger (9.00/hr), M. Olson, T. Corey (9.50/hr), C. Hartley, B. Hartley (12.00/hr), New Hire Airport P. Cyre (12.00/hr), New Hire Street J. Spiering (9.00/hr)
New Hires Library	C. Lancaster (10.50/hr), J. Volkart (2,601.00/mo)
Sal Inc P&R	D. Schutte, B. Mitchell (8.55/hr), B. Howey, J. O'Connor, L. Huscher, N. Rieffenberger, S. Waage, J. Beynon, M. Gauger, L. Meikle, J. Poppen, C. Quail (8.75/hr)
Sal Inc P&R	D. Reihe, T. Ronke, C. Rumpza, A. Stahlke, T. Terronez, G. Wilson-Reihe, L. Schlecht, C. Clark, B. Pendley, B. Lindner, G. Walker, J. Walker (8.75/hr),
Sal Inc P&R	S. Amundson, S. Johnson, M. Schlecht, B. Triplet, M. Bach, M. Breitag, A. Moran, M. Noeldner, A. Schneckner, B. Smith, M. Jurgens, K. Kangas, A. Kays (9.00/hr),
Sal Inc P&R	B. Sjoberg, T. Spies, G. Stoick (9.00/hr), M. Deusch, M. Lauseng, J. Moran, M. Stanley, L. Tupper, M. Dummann (9.25/hr), M. Huber, M. Anderson-Pommer (9.50/hr)
Sal Inc P&R	A. Cummings, M. Moore, A. Cummings, C. Cummings, E. Kays, M. Moore, A. Weiss, A. Weiss (9.50/hr), S. Norton, B. Mauer, C. Blackwell, B. Schulte (9.75/hr)
Sal Inc P&R	S. Jackan, A. Kaski, C. Spooner, D. Tschakert (9.75/hr), T. Haagensen, R. Blackwell, B. Bollinger, D. Bollinger, T. Burns, S. Cole, K. Olson, T. Fairchild (10.00/hr)
Sal Inc P&R	G. Kaski, G. Stein (10.00/hr), M. Reihe, S. Ohm, E. Schroeder, H. Stein (10.25/hr), A. Cummings, C. Smith (10.50/hr), M. Erickson, G. Fodness (10.75/hr)
Sal Inc P&R	A. Burns (11.00/hr), M. Moes (11.50/hr), J. Sauver, E. Flaherty (12.00/hr), Sal Inc WWTP J. Kampen (10.00/hr)
Sal Inc WCRC	E. Stevenson (12.00/hr), P. Johnson (15.00/hr), B. Jacobsen (16.25/hr)

Motion by Solum, seconded by Tupper, to approve the agenda as presented. Motion carried.

Motion by Danforth, seconded by Roby, to approve the appointment of Justin Goetz as City Attorney. Motion carried.

Bruce Buhler was nominated as Council President by Albertsen, seconded by Mantey. With no other nominations, Bruce Buhler was elected Council President.

Glen Vilhauer was nominated as Council Vice-President by Roby, seconded by Tupper. With no other nominations, Glen Vilhauer was elected Council Vice-President.

This being the time scheduled for the public hearing on the ownership and location transfer of a retail (on-off sale) malt beverage license from Harry's Haircuts and Hot Towels, LLC (inactive) at 1522 Parkview Drive to Binde Enterprises, Inc. d/b/a Highway 81 Liquors, 507 Arrow Ave. NE., W90' of Lots 6-8, Blk 19, RE. Pettigrew's Addition, the Mayor called for public comment. Hearing no comments from the public, motion by Solum, seconded by Danforth, to approve the transfer as presented. Motion carried.

Ordinance No. 16-10 amending zoning district boundaries by rezoning property from PUD Planned Unit Development, Single Family Attached Residential District, and I-1 Light Industrial to A-1 Agricultural District was placed on its second reading and the title was read. This being the time scheduled for a public hearing on Ordinance No. 16-10, the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Tupper, to approve Ordinance No. 16-10 as presented. Motion carried.

This being the time scheduled for the public hearing on Resolution No. 16-24 for vacation of a portion of alley adjacent to Block 2 of Lake View Addition, the Mayor called for public comment. Hearing no comment from the public, motion by Vilhauer, seconded by Rieffenberger, to approve Resolution No. 16-24 as presented. Motion carried.

Ordinance No. 16-08 amending Section 3.0101, 3.0109, 3.0110 and 3.0112 of Title 3 regarding Animals, Poultry, Etc. for the City of Watertown was placed on its first reading and the title was read. No action was taken.

Motion by Albertsen, seconded by Rieffenberger, to approve Resolution No. 16-22 for vacation of a portion of Public Right of Way adjacent to South Lake Drive as presented. Upon Roll call vote: voting in favor were Albertsen, Mantey, Rieffenberger, Solum, Tupper and Vilhauer, voting against were Buhler and Danforth. The result being 6 in favor and 2 against, motion carried with Roby recused.

Motion by Buhler, seconded by Mantey, to approve the renewal of the Cable Communications Franchise Agreements with the City of Watertown with the following correction: the agreement will reference Ordinance No. 7.14 instead of Ordinance No. 7.04. Motion carried as amended.

Motion by Tupper, seconded by Mantey, to approve Change Order No. 2 to the contract with Industrial Process Technology, Inc. for the Ultraviolet Disinfection Improvements decreasing the contract amount \$6,500.00 and authorization for the Finance Office to issue final payment in the amount of \$25,287.93. Motion carried.

Motion by Solum, seconded by Tupper, to adjourn until 7:00 PM on Monday, July 18, 2016. Motion carried.

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

Dated at Watertown, South Dakota, the 5th day of July, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Wade Pengilly

From: noreply@civicplus.com
Sent: Tuesday, July 12, 2016 9:04 AM
To: Wade Pengilly
Subject: Online Form Submittal: Application for Business License

Application for Business License

Instructions:

File this application and the amount of your license fee with the City Finance Officer. All licenses, except those issued under SDCL 12.0203 and SDCL 12.0206 are valid from January 1 and expire December 31 of each year, and applications for renewal should be filed with the City Finance Office, PO Box 910, Watertown, SD 57201 before December 1st.

City of Watertown, County of Codington, State of South Dakota

To the Honorable Mayor and City Council:

Application for license to engage in the business of Sign Hangers License

At the following location Watertwon

Fee \$250

Business Name Rose City Canopy and Sign

Type of Application New

First Name Tammy

Last Name Westerberg

Address 31208 County Hwy 71

City Eagle Bend

State MN

Zip 56446

Phone number 218-738-3188

Sales Tax License # 7431201

Insurance Company West Bend Mutual

Insurance Policy # 018132.215 34011.208

How will you provide your Insurance Certificate: Upload Document

Vehicle Inventory: *Field not completed.*

Insurance Certificate Upload: [SKMBT_C36416071208420.pdf](#)

If the forms are submitted electronically, the payment must be received by the Finance Office prior to a license being issued.

Email not displaying correctly? [View it in your browser.](#)

2016-2017 COUNCIL COMMITTEES:

FINANCE/SAFETY

Mayor
Bill Rieffenberger
Beth Mantey
Mike Danforth
Randy Tupper
Bruce Buhler

PUBLIC WORKS/SAFETY

Mayor
Brad Thorson
Dan Albertsen
Glen Vilhauer
Jon Solum
Don Roby

COUNCIL BOARDS & COMMISSIONS LIAISONS:

AIRPORT BOARD.....Bruce Buhler
ANIMAL CONTROL.....Beth Mantey
AREA TRANSIT.....Randy Tupper
BOYS & GIRLS CLUB.....Randy Tupper
CVB (Convention & Visitors Bureau)..... Don Roby
DISABILITIES.....Dan Albertsen
E-911 ADVISORY.....Bill Rieffenberger
FAIR HOUSING.....Brad Thorson
HOUSING AUTHORITY.....Brad Thorson
LIBRARY..... Bruce Buhler
PARK & REC..... Jon Solum
PLAN COMM/BOA.....Dan Albertsen
REC CENTER.....Mike Danforth
UPPER BIG SIOUX.....Glen Vilhauer
URBAN RENEWAL.....Beth Mantey
UTILITY.....Glen Vilhauer
VOLUNTEER CENTER.....Jon Solum

**2016-2017 BOARDS AND COMMISSIONS
NEW/REAPPOINTED MEMBERS**

AIRPORT BOARD:
(3 year term)

Byron Callies (reappointment to 2019)
Les McElhany(reappointment to 2019)

ANIMAL CONTROL BOARD:
(3 year term)

Dan Miller(reappointment to 2019)
Krisma DeWitt(reappointment to 2019)

CIVIL SERVICE BOARD:
(3 year term)

Mike Marotz(reappointment to 2019)

FAIR HOUSING BOARD:
(3 year term)

Nancy Meidinger(reappointment to 2019)

LIBRARY BOARD:
(3 year term)

Jackie Baxter(reappointment to 2019)

DISABILITIES COMMITTEE:
(3 year term)

Marilyn Byer (reappointment to 2019)
Jordan Trumbo(reappointment to 2019)
Brenda Palsma-Teske(reappointment to 2019)
Lori Enstad(reappointment to 2019)
Julie Miller(reappointment to 2019)
Jill Gabel(reappointment to 2019)
Brigett Wookey(reappointment to 2019)
Enma Lemus-Student Rep (new member to 2017)
Cindy Raml(new member to 2019)
Renee Hoover(new member to 2019)
Megan Howard(new member to 2019)

MUNICIPAL UTILITIES:
(5 year term)

Greg Solum(new member to 2021)

**PLAN COMMISSION/
BOARD OF ADJUSTMENT:**
(3 year term)

Blake Dahle(reappointment to 2019)
Pat Shriver(reappointment to 2019))
Dan Albertsen-BOA Alternate
(reappointment to 2019)

**PUBLIC HEALTH/
MEDICAL OFFICER:**
(1 year term)

Dr. Hollis Nipe(reappointment to 2017)

PUBLIC HEALTH OFFICIAL:
(1 year term)

Dr. Calvin Roseth(reappointment to 2017)

**UPPER BIX SIOUX
WATERSHED ADVISORY:**
(1 year term)

Jack Little (reappointment to 2017)
Jeff DeVille(reappointment to 2017)
John Moes (reappointment to 2017)

URBAN RENEWAL BOARD:
(1 year term)

Randy Tupper (reappointment to 2017)
Beth Mantey (reappointment to 2017)
Nancy Turbak Berry (reappointment to 2017)
Dan Albertsen (reappointment to 2017)
Open Position

HOUSING AUTHORITY:
(5 year term)

Nancy Hauck-Resident Member
(new member to 2021)
Donna Fuller-Resident Member
(new member to 2021)

ORDINANCE NO. 16-08

**AN ORDINANCE AMENDING SECTIONS 3.0101, 3.0104, 3.0109, 3.0110, and 3.0112 OF
TITLE 3 ANIMALS, POULTRY, ETC. FOR THE CITY OF WATERTOWN**

BE IT ORDAINED by the City of Watertown that Sections 3.0101, 3.0104, 3.0109, 3.0110, and 3.0112 of the Revised Ordinances of the City of Watertown regulating animals, poultry, etc. be amended as follows:

**Chapter 3.01
GENERAL PROVISIONS**

Section

<u>3.0101</u>	<u>Definitions</u>
<u>3.0102</u>	<u>Running At-Large Prohibited</u>
<u>3.0103</u>	<u>Dogs and Cats on School Grounds or Municipally Controlled Public Parks and Recreation Areas</u>
<u>3.0104</u>	<u>Vicious Dogs</u>
<u>3.0105</u>	<u>Dog Kennels: Animals Disturbing the Public</u>
<u>3.0106</u>	<u>Cruelty to Animals</u>
<u>3.0107</u>	<u>Stray, Abandoned or Unkept Animals</u>
<u>3.0108</u>	<u>Unlawful to Poison</u>
<u>3.0109</u>	<u>Keeping of Certain Animals Other than Dogs</u>
<u>3.0110</u>	<u>Responsibility</u>
<u>3.0111</u>	<u>Abandoning of Animals</u>
<u>3.0112</u>	<u>Permissions and Appeals</u>

3.0101: DEFINITIONS

For the purposes of this chapter, the following words and phrases have the meanings respectively ascribed to them.

Animal: any mammal, bird, reptile, amphibian, or fish; except humans. (E-660)

At-Large: a dog or cat shall be deemed to be running at-large when off or away from the premises and not under the control of the owner, possessor, keeper, agent or a member of the family by means of a leash, except in areas designated as “off-leash” by the City. (Ord 10-16; Rev 10-01-10).

Dangerous Animals: skunks, foxes or raccoons or other indigenous animals with a propensity for carrying or transmitting rabies or other harmful diseases or having vicious propensities and capabilities, and unpredictability despite attempts at domestication.

Domestic Fowl: ducks, geese and chickens.

Exotic Animals: non-human primates, venomous reptiles and crocodilians.

Owner: any person harboring or keeping ~~a dog or cat~~ an animal, and who is the head of the household, of the residence, or the owner or manager in charge of the establishment or premises at which ~~a dog or cat~~ an animal remains or returns to, is the owner of the ~~dog or cat~~ animal within the meaning of this ordinance.

Animal Control Officer: the person designated by the Mayor who shall work under the direction of the Police Department for the enforcement of this chapter. (E-397-1) (E-420-1)

Service animal: any dog owned by any state, county or municipal police department or any state or federal law enforcement agency which has been trained to aid law enforcement officers and is actually being used for law enforcement purposes, or any properly trained dog certified by a licensed seeing-eye or hearing-ear dog agency and actually being used by a visually or hearing impaired person. (Ord 01-08; Rev 09-14-01)

Pet Shelter: a building and facilities therein approved by the health authority for the impounding of dogs or cats (E-259-2). The Board of Health shall enter into appropriate agreement with the Codington County Humane Society for use of their facilities as a pet shelter and for office space for the Animal Control Officer. (E-384-1) (E-549-1)

3.0104: VICIOUS DOGS

1. A dog may be declared vicious within the meaning of this section when a propensity to attack, bite, or menace human beings such that a person has a reasonable fear that they are in imminent danger of an attack, shall exist and is known or ought reasonably to be known to the owner. Such declaration may be made by the Animal Control Officer, his deputy, or any officer of the Police Department. Such declaration shall be made on the standard form of a uniform traffic citation but shall not serve as a complaint for a criminal offense. Such declaration shall be served upon the owner of the dog in one of the following manners:
 - a. Personal service upon the owner;
 - b. Personal service upon the owner or a resident of the premises upon which the dog is located;
 - c. Posting such declaration upon the front door, above the mailbox on the residence or on a conspicuous location near the kennel of the animal. For purposes of this section should a residence consist of a multi-family unit, the posting need only be made on an entrance to the building facing a city street or common parking lot. Such posting shall include the date of first posting which shall constitute the date of service.
2. No vicious dog shall be allowed off the premises of its owner unless muzzled, on a leash, and in charge of the owner or a member of the owner's family who is over sixteen (16) years of age.
3. No vicious dog shall be allowed in an area on the premises which are not included within a six (6) foot solid wall in which no path of ingress or egress exists except for one gated and latched entrance which must be locked at any time the dog is in the enclosure.
- ~~4. An owner may appeal such declaration to the Animal Control Board by filing with the Chief of Police or the Finance Officer a written statement of objection or appeal to the declaration of vicious dog on an animal. Such written statement of objection or appeal must be filed within ten (10) business days of the date of service.~~
- ~~4. Within ten (10) business days of the date of filing the appeal the Animal Control Board shall hear such appeal and determine whether it has been shown by a preponderance of the evidence that such animal is vicious. Such hearing date may be extended by a written order signed by a majority of the Animal Control Board.~~
- 5.4. Any vicious dog which is found off the premises of its owner other than provided herein shall be seized by the Animal Control Officer and/or Police Officer and impounded. If the dog cannot be captured without risking injury to the Animal Control Officer and/or Police Officer, it may be destroyed. Further, if the dog has been seen running at-large, or bites a person and it can be witnessed, the Animal Control Officer or a Police Officer may order the owner to deliver the dog to the pet shelter within twenty four (24) hours and the owner ordered to appear in court to show cause why this dog should not be destroyed. Such order may be served in the same manner as the declaration of vicious dog described in (1) above. (E-259-2) (E-707).

3.0109: REGULATIONS ON THE KEEPING OF CERTAIN ANIMALS OTHER THAN DOGS

1. Horses: It shall be unlawful for any person to maintain horses or to operate or maintain stables in any R1, R2, R2A, R3 or R4 residential district within the city limits of this City, unless signatures by petition of one hundred percent (100%) of the adjoining land owners and fifty percent (50%) of the land owners within three hundred (300) feet of the same shall have signified approval thereof and provided further that said area be adequately fenced with woven wire, wood or equivalent fence at least two and one-half (2-1/2) feet high and plain strand for any higher fence.
 - a. The City Council shall have authority to grant variances from the above requirements after notice and hearing.
 - b. Any area where horses are maintained shall be kept neat and orderly.
2. Hooved Animals Other than Horses: Excluding horses, no hooved animals shall be kept or maintained in any residential zone in this City. In other zoning districts, hooved animals may be kept with the special permission of the animal control board.
3. Domestic Fowl: The keeping of domestic fowl ~~such as ducks, geese and chickens or predators such as skunks, foxes or raccoons as pets~~ shall be by special permission of the animal control board.
- ~~4. The keeping of animals on any lot shall not be on a scale or basis creating a nuisance. (E-259-2)~~

4. Dangerous Animals: The keeping or harboring of dangerous animals, not already declared vicious under Section 3.0104, is expressly prohibited within the city limits of Watertown. Any Dangerous Animal found within the city limits of Watertown shall be immediately impounded by proper authority and either removed from the city limits or humanely destroyed. Dangerous Animal determinations are not subject to appeal to the animal control board.

5. Exotic Animals: Any Exotic Animal found within the city limits of Watertown shall be immediately impounded by proper authority and removed from the city limits. Exotic Animal determinations may be appealed to the animal control board with the exception of non-human primates.

3.0110: RESPONSIBILITY

1. No person shall create or maintain any condition, or operate any equipment or keep any animal, fowl, pet or insect under his jurisdiction in such a way that such condition or operation causes or is likely to cause the transmission of diseases from animals or insects to man.
2. The Bramble Park Zoo shall not be governed by this chapter but shall have an ongoing program to minimize the public's exposure to disease communicable from animal to man within its jurisdiction.
3. No owner, keeper, caretaker or attendant of a dog or cat shall allow a dog or cat to defecate on public or private property other than his own. If such a dog or cat does defecate upon public or private property, the owner, keeper, caretaker or attendant must immediately and thoroughly clean the fecal material from such property. (E-259-2) (E-600-2)
4. Any person accompanied by any animal on public or private property other than his own must carry with him visible means of cleaning up any fecal matter left by the animal. Service animals and animals used in parades are exempt from the provisions of this section. (Ord 01-08; Rev 09-14-01).
5. No person shall keep any animals on any lot on a scale or basis creating a nuisance (E-259-2).

3.0111: ABANDONING OF ANIMALS

No person shall abandon an animal within the city limits of this City. (E-259-2).

3.0112 : SPECIAL PERMISSIONS AND APPEALS

1. An owner may appeal a declaration or seek permission under Sections 3.0104 and 3.0109 to the Animal Control Board by filing with the Chief of Police or the Finance Officer a written statement seeking special permission or objecting or appealing to the declaration of an animal. Such written statement of objection or appeal or request for special permission must be filed within ten (10) business days of the date of service of a declaration or violation.
2. Within ten (10) business days of the date of filing the appeal or request for special permission the Animal Control Board shall hear such appeal or request for special permission and determine whether it has been shown by a preponderance of the evidence that such animal is declared as a vicious dog or should be granted special permission to remain within the city limits. Such hearing date may be extended by a written order signed by a majority of the Animal Control Board.

Pursuant to the authority vested in the City of Watertown under S.D.C.L. §9-19-13; the City Council has declared this ordinance to be necessary for the immediate preservation of the public peace, health, safety, or support of the municipal government and its existing public institutions, and it shall therefore take effect immediately upon its passage on July 18, 2016.

The above and foregoing Ordinance was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon voice vote motion carried, whereupon the Mayor declared the Ordinance duly passed and adopted.

I certify that Ordinance 16-08 was published in the Watertown Public Opinion, the official newspaper of said City, on the ___ day of July, 2016.

Rochelle M. Ebbers, CPA

First Reading: July 5th, 2016
Second Reading: July 18th, 2016
Published: July 23rd, 2016
Effective: July 18th, 2016

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

Invoice # 23216

Invoice Date: 7/08/2016
Due Date: 8/07/2016

City of Watertown
Attn: Shelly Ebbers, Finance Officer
PO Box 910
Watertown, SD 57201

Please return one copy of invoice with payment.

===== SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE =====

Coverage	Effective Date	Amount
General Liability	8/01/2016	\$213,445.00
Auto Liability	8/01/2016	\$32,968.00
Auto Damage	8/01/2016	\$80,014.00
Law Enforcement	8/01/2016	\$20,903.00
Property	8/01/2016	\$165,709.00
Equipment Breakdown	8/01/2016	\$14,857.00
Coverage Total		\$527,896.00

2016 DISTRIBUTION		\$51,439.88
Renewal Credit	\$2,519.74	
Loss Control Credit	\$20,157.89	
Loss Ratio Credit	\$27,717.10	
Law Enforcement Credit	\$1,045.15	
Invoice Total		\$476,456.12

Please make checks payable to:

South Dakota Public Assurance Alliance (SDPAA)
208 Island Dr.
Ft. Pierre, SD 57532

Thank you

City of Watertown
 General Liability
 Allocation of Premium
 August 1, 2016

Dept.		Amount
Mayor/Council	101 41110 42104	716.90
Attorney	101 41520 42104	236.74
Finance	101 41530 42104	911.87
Civil Service	101 41530 42104	-
Insurance and Bonds		
Contrib to External Organizations	101 41530 42104	-
IT	101 41933 42104	757.44
City Hall	101 41941 42104	102.15
Engineering	101 41960 42104	1,331.33
Police	101 42100 42104	19,306.99
Fire	101 42220 42104	19,760.16
Ambulance	101 42291 42104	6,102.90
Public Works	101 41960 42104	-
Street	101 43120 42104	13,385.53
Snow	101 43125 42104	266.73
Street Lighting	101 43120 42104	680.21
Storm Sewer	101 43254 42104	161.34
Cemetery	101 43700 42104	989.73
Mosquito	101 44132 42104	131.34
Animal Control	101 44143 42104	407.84
Forestry	101 45240 42104	1,739.90
Library	101 45500 42104	1,223.41
P & Z	101 46512 42104	830.51
Operating Transfers		-
		-
		-
<u>P & R</u>		
Supervision	201 45121 42104	427.08
Recreation	201 45123 42104	749.70
Golf Course	201 45125 42104	1,778.08
Pool	201 45126 42104	5,867.32
Softball	201 45127 42104	45.40
Aud	201 45128 42104	209.17
Zoo	201 45134 42104	3,121.17
Ice Arena	201 45135 42104	115.13
Parks	201 45142 42104	5,236.69
City Park	201 45147 42104	314.22

		-
203 Tax	203 49010 42104	-
Rec Center	204 45122 42104	1,415.02
Library Bldg Fund	226 45506 42104	-
CIP		-
E-911	214 42151 42104	3,627.78
Library Fines Fund	226 45506 42104	40.54
Urban Renewal	272 46320 42104	233.63
Watershed	273 46210 42104	554.55
TIF 1		-
TIF 2		-
TIF 3		-
TIF 5		-
TIF 6		-
GO Bonds		-
Event Center		-
Pool Project		-
		-
<u>Sewer:</u>		-
Collection (52)	604 43252 42104	8,012.56
Collection Improvements (53)	604 43253 42104	-
WWTP (56)	604 43256 42104	5,240.25
Pretreatment (57)	604 43257 42104	1,571.42
Laboratory (58)	604 43258 42104	1,572.83
		-
<u>Solid Waste:</u>		-
Collection (30)	605 43230 42104	8,017.64
Disposal (40)	605 43240 42104	2,803.13
Recycling (45)	605 43245 42104	6,373.75
		-
Airport	606 43500 42104	17,888.24
AIP Projects		-
		-
Utilities (all depts combined)		151,631.80
		-
GRAND TOTAL		<u>295,890.12</u>
Total Paid by City		144,258.32
Total Paid by MUD		<u>151,631.80</u>
TOTAL		<u>295,890.12</u>

City of Watertown
 Building & Contents and Contractor's Equipment & Terrorism
 Schedule of Values and Allocation of Premium
 August 1, 2016

	Building & Contents Coverage		Other *	Equipment		
	Scheduled Value	Premium \$106,593.00	Premium \$2,389.00	Scheduled Value	Premium \$9,963.00	
City Hall	4,190,106	4,299	65			\$4,364
Engineering Department		0	0		0	\$0
Police Department	5,847,683	6,001	91		0	\$6,092
Fire Department	8,830,758	9,062	137		0	\$9,199
Street Department	2,467,020	2,532	38	1,810,838	2,286	\$4,856
Cemetery Department	506,765	520	8	115,728	146	\$674
Library Department	7,221,814	7,411	112		0	\$7,523
Forestry Department		0	0	111,038	140	\$140
Golf Course	2,795,024	2,868	43	829,536	1,048	\$3,959
Outdoor Swimming Pool	2,568,292	2,635	40		0	\$2,675
Softball Complex	1,203,006	1,234	19	21,506	27	\$1,280
Auditorium	8,255,534	8,471	128		0	\$8,599
Zoo	7,121,069	7,307	111		0	\$7,418
Ice Arena	3,085,590	3,166	48	64,640	82	\$3,296
Park System	1,719,798	1,765	27	328,384	415	\$2,207
City Park & Campground	706,378	725	11	26,603	34	\$770
Community Rec Center	8,840,809	9,072	137		0	\$9,209
Finance Department (General)		0	0		0	\$0
Upper Big Sioux River Project	491,727	505	8		0	\$513
Sewer Dept - Collections	1,719,229	1,764	27	134,280	170	\$1,961
Sewer Dept - WWTP	28,406,242	29,149	442	154,695	195	\$29,786
Solid Waste Department	1,601,998	1,644	25	2,461,483	3,109	\$4,778
Airport Department	6,297,923	6,463	98	1,134,241	1,433	\$7,994
Subtotal	103,876,765	106,593	1,615	7,192,972	9,085	117,293
Public Utilities:						
Electric Department	13,575,802	11,409	211	368,398	465	12,085
Water Department	35,216,068	34,445	547	78,983	100	35,092
Gas Department	1,011,241	910	16	247,898	313	1,239
Public Utilities Subtotal	49,803,111	46,764	774	695,279	878	48,416
Total	\$153,679,876	\$153,357	\$2,389	\$7,888,251	\$9,963	\$165,709

Total Paid by City \$ 117,293.00

Total Paid by MUD \$ 48,416.00

Total \$ 165,709.00

City of Watertown
Boiler and Machinery
Schedule of Values and Allocation of Premium
August 1, 2016 Renewal

Boiler and Machinery		
	Scheduled Value	Premium \$14,857.00
City Hall	4,190,106	407
Police Department	5,847,683	565
Fire Department	8,830,758	854
Street Department	2,467,020	238
Cemetery Department	506,765	49
Library Department	7,221,814	698
Golf Course	2,795,024	270
Outdoor Swimming Pool	2,568,292	248
Softball Complex	1,203,006	116
Auditorium	8,255,534	798
Zoo	7,121,069	688
Ice Arena	3,085,590	298
Park System	1,719,798	166
City Park & Campground	706,378	68
Community Rec Center	8,840,809	855
Upper Big Sioux River Project	491,727	48
Sewer Dept - Collections	1,719,229	166
Sewer Dept - WWTP	28,406,242	2,746
Solid Waste Department	1,601,998	155
Airport Department	6,297,923	609
City Subtotal	103,876,765	10,042
Municipal Utilities:		
Electric Department	13,575,802	1,312
Water Department	35,216,068	3,405
Gas Department	1,011,241	98
Municipal Utilities Subtotal	49,803,111	4,815
Grand Total	\$153,679,876	\$14,857
Total Paid by City		10,042
Total Paid by MUD		4,815
Total		14,857



Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Nineteenth day of July in the year Two Thousand-Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Watertown
23 Second Street N.E., P.O. Box 910
Watertown, SD 57201-0910

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

Randall.Stanley Architects, Inc, (dba RSArchitects)
2307 W. 57th St, Ste. 201
Sioux Falls, SD 57108

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

Watertown Ice Arena
Located north of the new softball complex off 17th street. The facility will have two sheets of ice, will seat up to 1800 spectators, will be one main level of 75,000 SF and similar in construction as estimated in Phase 1.

The Construction Manager (if known):
(Name, legal status, address and other information)

Gray Construction Company
180 Second Street N.E., P.O. Box 123
Watertown, SD 57201-0123

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; 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; and A134™–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 without a Guaranteed Maximum Price.

AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Phase 1, which was completed in 2015. Phase 1 is documented in Attachment A to this Agreement and incorporated into the Agreement in its entirety.

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

Will be confirmed by committee utilizing Phase 1 information (see Attachment A) as the basics.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The project is described in the Phase 1 documentation (see Attachment A) and generally outlined on Page 1 of this contract.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Owner's budget is to be determined but exceeds \$8 M.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

TBD

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- [X] 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.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(Paragraph deleted)

The issuance of documents and the construction schedule will be determined by the owner, Architect, & CM soon after contracts are signed.

§ 1.1.7 Other Project information:

(Paragraph deleted)

The Owner intends to reuse certain existing equipment in the new arena.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Steve Thorson – Mayor
Jay De Lange – City Parks Director
Shane Waterman – City Engineer

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

The Construction Manager – Dustin Brownell, Gray Construction Co.

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:
(Paragraph deleted)
Dustin Brownell of Gray Construction Company

.2
(Paragraphs deleted)

.3 Land Surveyor: (Survey has been completed in Phase 1)

(Paragraphs deleted)

.4 Geotechnical Engineer: (Soil testing completed by GeoTek Engineering in Phase 1)

.5
(Paragraphs deleted)

.6 Other consultants: (Unknown at this time)
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

AIA Document B133™ – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:10:49 on 07/14/2016 under Order No.5934271699_1 which expires on 04/13/2017, and is not for resale.

User Notes:

(1784770881)

(List name, address and other information.)

Gary L. Stanley, AIA – Project Director
Justin Oleson – Project Designer/Document Specialist
Keith Neuharth, AIA – Specifications/Assistant Director

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

RISE Structural Associates
Harrisburg, SD

(Paragraphs deleted)

.2 Ice Refrigeration Engineer

Stevens Engineers
2211 O'Neil Road
Hudson, WI 54016
PH: 715-386-5819

.3 Mechanical/Electrical Engineer:

Mettler Sichmeller Engineering
801 Railroad Ave. SE
Aberdeen, SD 57401

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than (\$ 1,000,000.00) per claim and (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ 1,000,000.00) per claim and (\$ 2,000,000.00) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, ice refrigeration, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

Init.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents

Init.

and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's 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 (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager'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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. 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.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. 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.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Owner	
§ 4.1.2 Programming (B202™–2009)	Complete	
§ 4.1.3 Multiple preliminary designs	Complete	
§ 4.1.4 Measured drawings	N/A	
§ 4.1.5 Existing facilities surveys	N/A	
§ 4.1.6 Site Evaluation and Planning (B203™–2007)	Complete	
§ 4.1.7 Building Information Modeling (E203™–2013)	N/A	
§ 4.1.8 Civil engineering	Basic Service	
§ 4.1.9 Landscape design	Basic Service	
§ 4.1.10 Architectural Interior Design (B252™–2007)	Basic Service	
§ 4.1.11 Value Analysis (B204™–2007)	by CM	
§ 4.1.12 Detailed cost estimating	By CM	
§ 4.1.13 On-site project representation (B207™–2008)	N/A	
§ 4.1.14 Conformed construction documents	N/A	
§ 4.1.15 As-Designed Record drawings	N/A	
§ 4.1.16 As-Constructed Record drawings	Basic Service	
§ 4.1.17 Post occupancy evaluation	N/A	
§ 4.1.18 Facility Support Services (B210™–2007)	N/A	
§ 4.1.19 Tenant-related services	N/A	
§ 4.1.20 Coordination of Owner’s consultants	N/A	
§ 4.1.21 Telecommunications/data design	Owner	
§ 4.1.22 Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.23 Commissioning (B211™–2007)	N/A	
§ 4.1.24 Extensive sustainable design services	N/A	
§ 4.1.25 LEED® Certification (B214™–2012)	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work.
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction

Init.

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within fourteen (14) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 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; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 A survey of the site was completed in Phase 1. Should additional survey information be required, it will be the Owner's responsibility to provide.

§ 5.7 The Owner has furnished 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. If further testing is required, it will be the Owner's responsibility to have that work completed.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

Init.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

(Paragraph deleted)

§ 6.7 After incorporation of modifications under Section 6.5.2, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

Init.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

Init.

AIA Document B133™ – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:10:49 on 07/14/2016 under Order No.5934271699_1 which expires on 04/13/2017, and is not for resale.

User Notes:

(1784770881)

the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The fee for professional Basic Services shall be 5.5% of the final construction cost included under the Construction Managers responsibility. Prior to determination of the GMP, monthly invoicing will be based on \$8,000,000.00 for construction.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly, utilizing current rates of the Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Hourly, utilizing current rates of the Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty-five	percent (25	%)
Construction Documents Phase	forty	percent (40	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The

Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph deleted)

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery;

.7 Models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on reimbursable expenses; when billed to the Architect.

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

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

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Attachment A – Phase 1 documentation

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B133™ – 2014

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:10:49 on 07/14/2016.

PAGE 1

AGREEMENT made as of the 1Nineteenth day of July in the year Two Thousand-Sixteen

...

(Name, legal status, address and other information)

City of Watertown
23 Second Street N.E., P.O. Box 910
Watertown, SD 57201-0910

...

(Name, legal status, address and other information)

Randall.Stanley Architects, Inc. (dba RSArchitects)
2307 W. 57th St, Ste. 201
Sioux Falls, SD 57108

...

Watertown Ice Arena
Located north of the new softball complex off 17th street. The facility will have two sheets of ice, will seat up to 1800 spectators, will be one main level of 75,000 SF and similar in construction as estimated in Phase 1.

...

(Name, legal status, address and other information)

Gray Construction Company
180 Second Street N.E., P.O. Box 123
Watertown, SD 57201-0123

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in ~~this Section 1.1.~~
(~~Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement."~~)Phase 1, which was completed in 2015. Phase 1 is documented in Attachment A to this Agreement and incorporated into the Agreement in its entirety.

...

(Identify documentation or state the manner in which the program will be developed.)

Will be confirmed by committee utilizing Phase 1 information (see Attachment A) as the basics.

...

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

The project is described in the Phase 1 documentation (see Attachment A) and generally outlined on Page 1 of this contract.

...

(Provide total and, if known, a line item breakdown.)

Owner's budget is to be determined but exceeds \$8 M.

...

TBD

...

TBD

...

TBD

PAGE 3

[] 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.

[] ~~AIA Document A134–2009, 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 without a Guaranteed Maximum Price.~~

...

(List number and type of bid/procurement packages.)

The issuance of documents and the construction schedule will be determined by the owner, Architect, & CM soon after contracts are signed.

...

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

The Owner intends to reuse certain existing equipment in the new arena.

...

Steve Thorson – Mayor
Jay De Lange – City Parks Director
Shane Waterman – City Engineer

...

~~(List name, address and other information.)~~
The Construction Manager – Dustin Brownell, Gray Construction Co.

...

~~(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)~~

Dustin Brownell of Gray Construction Company

.2 Cost Consultant (if in addition to the Construction Manager):
~~(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)~~

~~.3 Land Surveyor:~~ .3 Land Surveyor: (Survey has been completed in Phase 1)

~~.4 Geotechnical Engineer:~~

.4 Geotechnical Engineer: (Soil testing completed by GeoTek Engineering in Phase 1)

~~.5 Civil Engineer:~~

.6 Other consultants: (Unknown at this time)

PAGE 4

Gary L. Stanley, AIA – Project Director
Justin Oleson – Project Designer/Document Specialist
Keith Neuharth, AIA – Specifications/Assistant Director

...

RISE Structural Associates
Harrisburg, SD

~~.2 Mechanical Engineer:~~ .2 Ice Refrigeration Engineer

Stevens Engineers
2211 O'Neil Road
Hudson, WI 54016
PH: 715-386-5819

~~.3 Electrical-Mechanical/Electrical Engineer:~~

Mettler Sichmeller Engineering
801 Railroad Ave. SE
Aberdeen, SD 57401

PAGE 5

§ 2.6.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than (\$ 1,000,000.00) per claim and (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ 1,000,000.00) per claim and (\$ 2,000,000.00) in the aggregate.

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, ice refrigeration, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

PAGE 11

§ 4.1.1	Assistance with selection of the Construction Manager	<u>Owner</u>	
§ 4.1.2	Programming (B202™-2009)	<u>Complete</u>	
§ 4.1.3	Multiple preliminary designs	<u>Complete</u>	
§ 4.1.4	Measured drawings	<u>N/A</u>	
§ 4.1.5	Existing facilities surveys	<u>N/A</u>	
§ 4.1.6	Site Evaluation and Planning (B203™-2007)	<u>Complete</u>	
§ 4.1.7	Building Information Modeling (E203™-2013)	<u>N/A</u>	
§ 4.1.8	Civil engineering	<u>Basic Service</u>	
§ 4.1.9	Landscape design	<u>Basic Service</u>	
§ 4.1.10	Architectural Interior Design	<u>Basic Service</u>	

Additions and Deletions Report for AIA Document B133™ – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved.

WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

This document was produced by AIA software at 16:10:49 on 07/14/2016 under Order No.5934271699_1 which expires on 04/13/2017, and is not for resale.

User Notes:

(1784770881)

	(B252™-2007)		
§ 4.1.11	Value Analysis (B204™-2007)	by CM	
§ 4.1.12	Detailed cost estimating	By CM	
§ 4.1.13	On-site project representation (B207™-2008)	N/A	
§ 4.1.14	Conformed construction documents	N/A	
§ 4.1.15	As-Designed Record drawings	N/A	
§ 4.1.16	As-Constructed Record drawings	Basic Service	
§ 4.1.17	Post occupancy evaluation	N/A	
§ 4.1.18	Facility Support Services (B210™-2007)	N/A	
§ 4.1.19	Tenant-related services	N/A	
§ 4.1.20	Coordination of Owner's consultants	N/A	
§ 4.1.21	Telecommunications/data design	Owner	
§ 4.1.22	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.23	Commissioning (B211™-2007)	N/A	
§ 4.1.24	Extensive sustainable design services	N/A	
§ 4.1.25	LEED® Certification (B214™-2012)	N/A	
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

PAGE 12

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6; Work.

...

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~
- ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within fourteen (14) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

~~§ 5.6~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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. A survey of the site was completed in Phase I. Should additional survey information be required, it will be the Owner's responsibility to provide.

~~§ 5.7~~ The Owner shall ~~furnish~~ has furnished 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. If further testing is required, it will be the Owner's responsibility to have that work completed.

PAGE 14

~~§ 6.3.1~~ If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

PAGE 15

~~§ 6.6~~ If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

~~§ 6.7~~ After incorporation of modifications under Section 6.6, ~~6.5.2~~, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

PAGE 16

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

~~§ 8.3 Arbitration~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ 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, dispute or other matter in question 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, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ 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).

~~§ 8.3.4.2~~ 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.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 17

~~§ 10.1~~ This Agreement 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 8.3. located.

PAGE 18

~~(Insert amount of, or basis for, compensation.)~~

The fee for professional Basic Services shall be 5.5% of the final construction cost included under the Construction Managers responsibility. Prior to determination of the GMP, monthly invoicing will be based on \$8,000,000.00 for construction.

...

Hourly, utilizing current rates of the Architect.

...

Hourly, utilizing current rates of the Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>twenty-five</u>	percent (<u>25</u>	%)
Construction Documents Phase	<u>forty</u>	percent (<u>40</u>	%)
Construction Phase	<u>twenty</u>	percent (<u>20</u>	%)

PAGE 19

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
 .7 ~~Renderings, models, Models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

.9 All taxes levied on professional services and on reimbursable expenses; when billed to the Architect.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

~~§ 11.9 Compensation for Use of Architect's Instruments of Service~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

—%

PAGE 20

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~

~~.3~~ ~~Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

.2 Attachment A – Phase 1 documentation

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary L. Stanley, 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 16:10:49 on 07/14/2016 under Order No. 5934271699_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

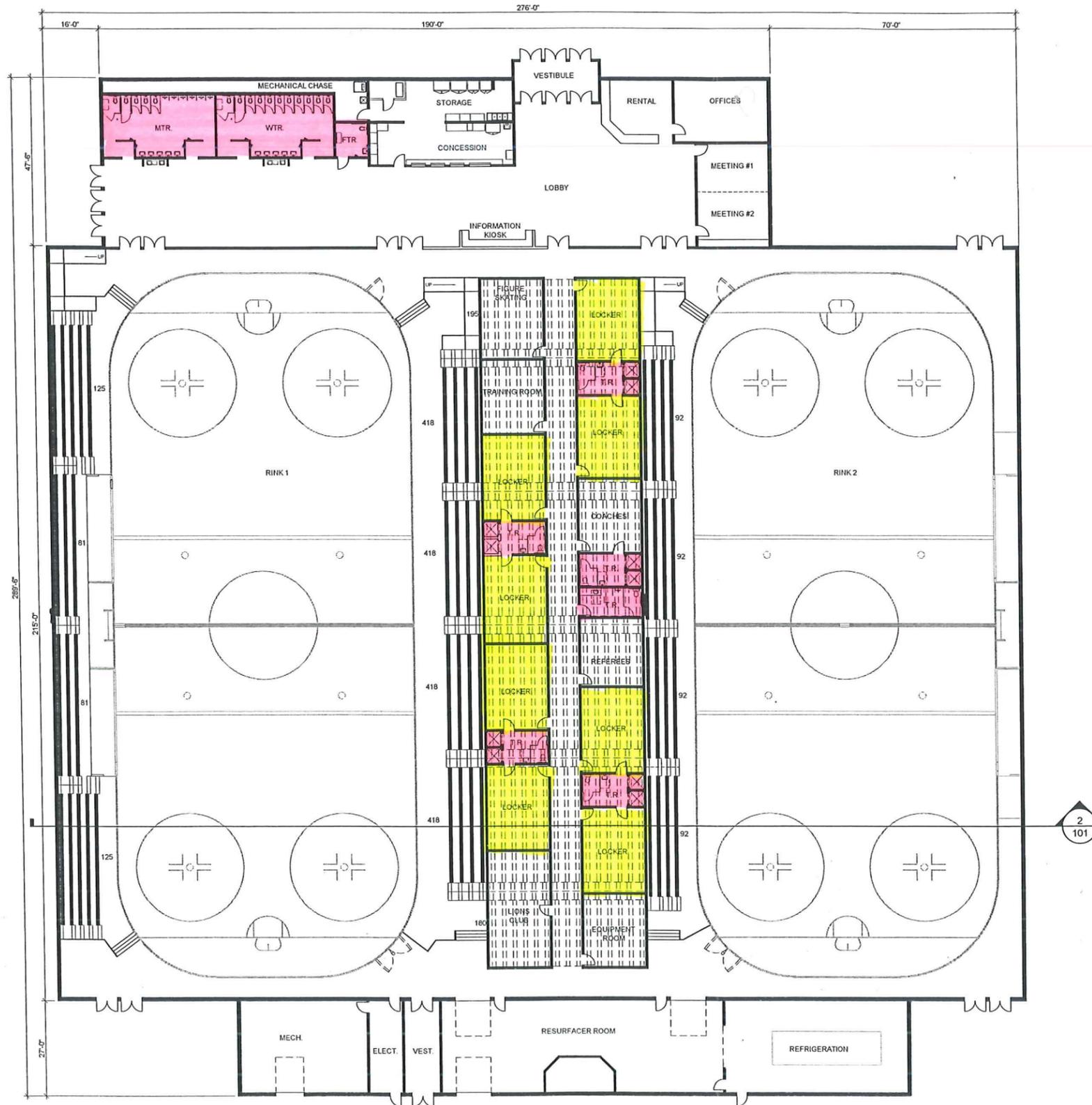
(Signed)

(Title)

(Dated)

ATTACHMENT A

Attachment A



1 PRELIMINARY FLOOR PLAN
SCALE: 1/32" = 1'-0"

BUILDING AREAS:

ENTRY/LOBBY	47.5' x 190' =	9,025 S.F.
RINKS/SEATING	215' x 276' =	59,340 S.F.
UTILITY AREA	27' x 193' =	5,184 S.F.

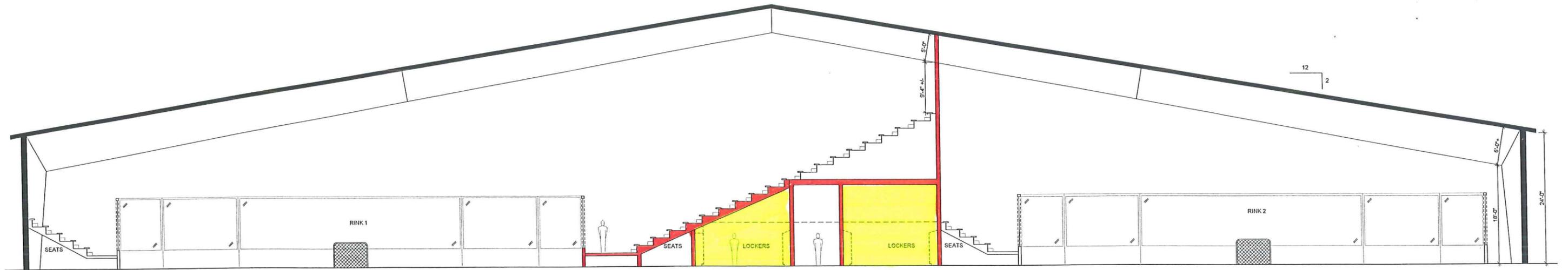
CURRENT TOTAL 73,549 S.F.

RINK #1 SEATING	2,459 SEATS
RINK #2 SEATING	368 SEATS

WATERTOWN ICE STUDY

WATERTOWN, SD 4/07/2015 RS214-35

RSArchitects
ARCHITECTURE • PLANNING • INTERIOR DESIGN

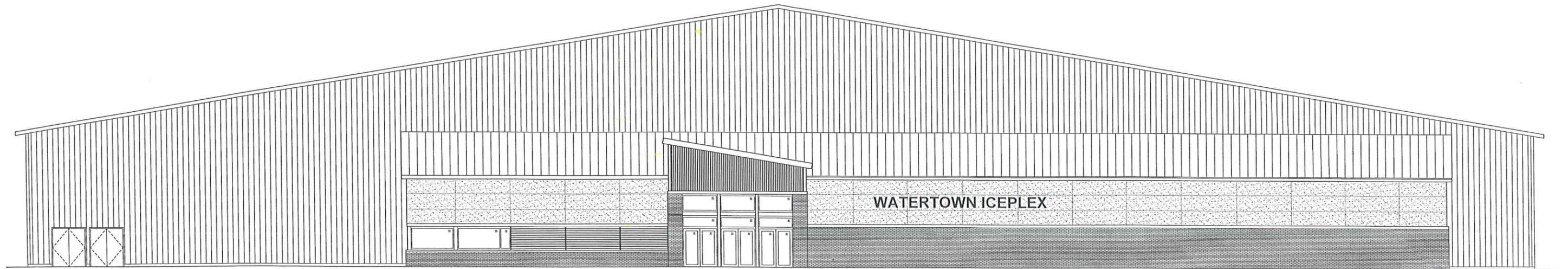


2 PRELIMINARY BUILDING SECTION
SCALE: 1/8" = 1'-0"

WATERTOWN ICE STUDY

WATERTOWN, SD 4/07/2015 RS214-35





1 PRELIMINARY EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

WATERTOWN ICE STUDY

WATERTOWN, SD 4/07/2015 RS214-35



CHANGE ORDER

Order No. 1
Date 7/13/16
Agreement Date March 23rd, 2016

NAME OF PROJECT Amdahl Wetland Complex Construction

OWNER CITY OF WATERTOWN

CONTRACTOR Bates Construction Co. Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

Change to CONTRACT PRICE: + \$4,690

Original CONTRACT PRICE: \$ 111,706

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will (increase) by
\$ 4,690

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 116,396

Change to CONTRACT TIME None

The CONTRACT TIME will be (increased) by 0 calendar days.

The date for completion of all work will be 7/31/2016 (date).

APPROVALS REQUIRED

To be effective, this Order must be approved by the appropriate state or Federal agencies if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by Marvin Bates, Bates Construction Co. Inc.

Recommended by Roger Foote, Project Coordinator, UBSRWP

Accepted by _____

Agency Approval (where applicable) _____