



Historic Preservation Commission
108 Sherman St
Deadwood, SD 57732

I am the Development Director of the Homestake Opera House (HOH) and I am writing to the commission today to discuss the Outside Deadwood Grant that we were awarded in July of 2021. We have not yet requested those funds because of changes within the City of Lead that affect the HOH goals and this grant specifically.

Our original request was for funding to replace our vintage marquee sign. This was designed to attach to the existing library building. The City of Lead within their long term plans has revealed that they intend to move the library and restructure the entire main street facing view of the block next to the HOH. This is both because of hopeful development that is underway in Lead as well as because the library building and the mining museum are in poor condition structurally. We feel that it would be neglectful stewardship of the funds given to us to build a sign that very likely will have to come down in the next 5 years or so.

We are proposing instead that we are allowed to use these funds for our current fire suppression project. As you are all aware the HOH had a tragic fire in 1984. Since the late 90's it has been in restoration efforts and those efforts continue to this day. It is currently used as a performance venue, shooting range, art center, and community meeting place, and museum. The HOH has significant value to the Deadwood and Lead communities both now and in the past. We cannot risk another fire for obvious reasons and we hope to use the Outside Deadwood Grant towards this urgent need.

The HOH has been working with Ainsworth Benning Construction on getting bids for our various restoration projects. We received 2 bids for our fire suppression system and chose to go with Western States Fire Protection Co. We chose this company because they were able to offer us the design separate from a design and build combo of the fire suppression system. This allows us to have the best financial numbers available when installation time comes. Given our goal of restoration and existing systems in place our design needs are unique and exact financial numbers are crucial to this project. Please find attached the design bid from Western States Fire Protection Co. We have accepted this bid and they are actively working on our design project at this time.

We are asking the commission permission to use this grant for this project instead of our original proposal. I am available for any questions or comments at Christine@homestakeoperahouse.org or by phone at 605-584-2067.

Thank you for your consideration,

Christine Allen
Development Director
Homestake Opera House

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Coord.

Ainsworth-Benning Construction

January 27th, 2022

Project: Lead Opera House Budget (Rapid City, SD)
Subject: Fire Protection Budget Quote

WE HEREBY SUBMIT SPECIFICATIONS & ESTIMATES FOR:

This budget proposal is for the existing Lead Opera House in Lead, SD. The building is a three-story building totaling approximately 25,000 sqft of fire alarm space. The opera house is to be covered by full notification, detection and voice evacuation system. It will also monitor the wet fire suppression zone and five double interlock pre-action dry zones. All electrical work, ceiling removals and core drills by others. Scaffolding in the theater area by the General Contractor. No lifts or scaffold is provided in this proposal.

NOTE: It is recommended that the GC/Owner execute a full design before final installation proposals are performed. There are many areas that are very complicated and will need surveyed and coordinated to be completely accurate in submittal. There could be significant cost savings available to the owner once the building is completely surveyed and designed. A design only value has been added to this proposal.

SCOPE OF WORK: REMODEL

1. This quote is based on NFPA 72, IFC Assemblies Group A-1 occupancy.
2. All Notification and Detection devices for the system shall be per plans/specs, NFPA 72, State, and Local codes.
3. Quote based on rough floor plans.
4. Notifier panels and devices will be utilized for this project:
5. Addressing, Programing and testing
6. Design and provide all components for installation by Electrical Contractor
7. Auto CAD files must be made available to our design team at no additional cost.
8. All construction clean up during installation.
9. Taxes Included.

EXCLUSIONS:

1. **Electrical wiring** back boxes and conduit.
2. **Fire extinguishers.**
3. Seismic/Earthquake bracing.
4. 3D/BIM design or coordination.
5. Removal / installation of any ceiling or paint patch work.
6. Cutting, patching, finishing, or painting of finished surfaces of any kind
7. Any other changes, repairs, or upgrades to the fire sprinkler system
8. Work hours outside of Normal Business Hours (M-F 7:00am - 5:30pm)

NOTE: We may withdraw this proposal if not accepted within 30 days.

TERMS AND CONDITIONS

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Work Authorization only. If Customer wants WESTERN STATES FIRE PROTECTION or any of its Divisions (MAINLINE FIRE PROTECTION, NATIONAL FIRE SUPPRESSION, STATEWIDE FIRE PROTECTION, API SYSTEM INTEGRATORS, OMLID & SWINNEY FIRE PROTECTION & SECURITY, SIGNAL ONE FIRE AND COMMUNICATION, BRANSON SECURITY & FIRE, HARMONY FIRE PROTECTION) hereafter "Company", to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.

2. The Company does not know and does not represent that the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures.

The Company is NOT responsible for any damages due to: (1) incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "Western States Fire Protection Company" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.
5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. Customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer's receipt of an invoice for the work, Customer shall pay an interest at the rate of 1 1/2% per month on all past due sums, together with all costs of collection, including attorney's fees.

11. The Company is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact the Company.
12. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.
13. **COVID-19:** Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

BASE BUDGET PROPOSAL:

DESIGN AND SUBMITTALS OF BUILDING: \$6580.00

DESIGN, SUBMITTALS, MATERIALS, PROGRAMMING AND TESTING: \$148,730.00

Travis Batley
Sales Representative
Email: travis.batley@wsfp.us
Cell: 605-787-3161

PAYMENT to be made **MONTHLY** as the work progresses to the value of **100%** percent of all work complete and material on job site. The entire amount of contract is required to be paid within **30** days after completion.

NOTE: We may withdraw this proposal if not accepted within **15** days.

"ALL PAST DUE BALANCE ARE SUBJECT TO A 1-1/2% PER MONTH SERVICE FEE, PLUS ANY APPLICABLE COLLECTION FEES."

All material pricing is valid for 30 days. A small material escalation has been accounted for in the base bid.

ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Title _____