



BOARD OF COMMISSIONERS

AGENDA

APRIL 18, 2022

5:30PM – COMMISSION ROOM – 116 W CENTER ST

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/84165799444>

PLEDGE OF ALLEGIANCE

You can also dial in using your phone.

ROLL CALL

+1 312 626 6799

ADOPT AGENDA

Meeting ID: 841 6579 9444

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes - April 4, 2022
- 2) Payroll Bills for Ratification - April 15, 2022
- 3) Bills for Ratification - April 11, 2022
- 4) Bills for Ratification - April 13, 2022
- 5) Bills for Approval - April 20, 2022
- 6) Personnel
- 7) Building Permit Report - March
- 8) Acknowledge Permit to Occupy Right-of-Way - Sundog Coffee - Bump-out Seating
- 9) Ratify Mayor's Signature on Professional Services Agreement - KLJ Engineering
Design of Hangar Taxilanes, Parking Lot and Airport Access Road
- 10) Ratify Mayor's Signature on Grant Application - FAA - AIP# 3-46-0029-023-2022
Design of Hangar Taxilanes, Parking Lot and Airport Access Road
- 11) Adopt Resolution No. 2022-17 - Approve a Plat - Lots 2A and 2B of Doerr's Addition
- 12) Approve Grant Application - Highway Safety Speed Enforcement
- 13) Declare Surplus Property and Authorize for Transfer to Another Government Entity - 2 X26P Tasers and 14 Taser Cartridges

UNFINISHED BUSINESS

- 1) Hearing on Retail Malt Beverage License Application - Unlock Madison
- 2) Approve Retail Malt Beverage License -Unlock Madison
- 3) 2nd Reading Ordinance No. 1648 - Marijuana Licensing

NEW BUSINESS

- 1) Adopt Resolution No. 2022-18 - Amend Employee Compensation
- 2) Adopt Resolution No. 2022-19 - Canvass Votes of Municipal Election
- 3) Adopt Resolution No. 2022-20 - Schultz Second Annexation
- 4) Authorize Mayor to Sign Change Order No. 2 - Halme, Inc - Water System Improvements Project Phase 2
- 5) AMI Update and Possible Action
- 6) Action to Purchase Syrinix Pressure Monitoring Equipment from Flow Control Automation

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Commission Meeting - May 2, 2022

EXECUTIVE SESSION

- 1) SDCL 1-25-2(3)

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

AGENDAS – CITY COMMISSION

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

April 4, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 4th day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw and Jerae Wire. Planning Commission members present: Donna Fawbush, John Groce, Jim Iverson, Michael Johnson, Bob Maxwell, Jennifer Wolff. Planning Commission members absent: Roger Olson.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to adopt the April 4th agenda. Motion carried unanimously.

A public hearing on the City of Madison Comprehensive Land Use Plan was held. Luke Muller with First District provided an overview of the process to develop this updated plan and highlights of the new plan. With no additional comments, motion by Planning Commissioner Iverson to recommend approval for board of Commissioners to adopt Resolution No. 2022-13. Motion seconded by Planning Commissioner Fawbush. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt Resolution No. 2022-13 - Comprehensive Update to the Comprehensive Land Use Plan for City of Madison. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes - March 21, 2022; Minutes - Board of Equalization - March 21, 2022; Minutes - Board of Equalization - March 23, 2022; Payroll Bills for Ratification - April 1, 2022; Bills for Ratification - March 30, 2022; Bills for Approval - April 6, 2022; Personnel; Acknowledge February 2022 Board Meeting Minutes; Certificate of Substantial Completion - Water Tower Loop Line; Declare Surplus Property and Authorize for Proper Disposal - Electronics; Acknowledge Retail Malt Beverage License Application and Set Date of Hearing for April 18, 2022 at 5:30pm - Unlock Madison. Motion carried unanimously.

Payroll Bills for Ratification - April 1, 2022:

PR#7 Deductions: Aflac 3,292.82; Delta Dental 6,112.54; Health Pool Of South Dakota 39,074.62; IRS-EFTPS 34,675.86; Local Union #426, Ibew 344.00; Office-Child Support Enforce 900.00; SD Retirement System 22,415.29; Teamsters Local No 120 709.00.

Bills for Ratification - March 30, 2022:

Appeara Mat Rentals - Airport 153.82; AT&T Mobility Phone & Tablet Service/Microsoft Surface Pros/Apple iPad Air 10,683.61; Avera Medical Group Drug Collection & Testing 444.00; Border States Electric Supply Chance Silicone Spray 343.56; Bryan Rock Products Inc Aglime 3,122.52; Butler Machinery Co Annual Generators Inspection/Dryer/Accumulator 5,987.49; Carquest of Madison Oil Seal/Grease/Air Filter/MIS Race Fuel 174.03; Classic Convenience Inc Fuel 467.18; DGR Engineering Professional Services - Feb 2022 Elec Conv 3,688.80; Dittman/Leona K Refund After Deposit Applied to Final Bill 152.93; F&M Coop Oil Co Fuel 583.05; Fastenal Co Locating Paint 940.50; Fox Promo LLC Sew on Provided Patches 30.00; Franken/Brad Tax Overpayment - FEMA Buyout 657.02; Galls LLC Police Safety Gear 638.84; Great America Financial Svcs Copier Lease 450.42; Greater Madison Area Chamber Land O' Lakes Pass Thru 750.00; Heiman Inc Technical Rescue Rigging Plate/Blade 263.85; Hunter Publishing Inc February 22 Minutes 87.69; Infotech Solutions LLC February Services/Purchases 8,264.23; J H Larson Electrical Co Cree Street Lights 2,430.80; Kibble Equipment LLC Coolgard Extender #28 29.79; Kimball Midwest Shop Hardware 308.69; Krug Products Inc Bumped Tube Oring Swivel #38 11.05; Lake Area Improvement Corp Land O' Lakes Pass Thru 2,500.00; Lake States Evergreen Company LLC School Arbor Day Trees 309.50; Lewis Drugs Inc Animal Shelter Supplies 93.07;

Liesinger/Chanelle Refund After Deposit Applied to Final Bill 74.18; Limmer/Jayson Fuel Reimbursement 58.50; Locator & Supplies Inc Locating Flags 693.60; LOMC Clearinghouse MT2 App - Park Creek Walls - Site 1 6,500.00; Maas/Mark Tax Overpayment - FEMA Buyout 239.60; Madison Ace Hardware Table Legs/Batteries 41.52; Mamas Maid Service City Hall Cleaning Service 3/10 - 3/23 537.50; MC&R Pools Inc CPO Courses - April 2022 1,300.00; MPower Technologies Inc Integrator / Editor Annual Maintenance Agreement 7,500.00; Northwest Lineman College Lineworker Cert-Yr4 (Oakley Denne) 616.00; Northwestern Energy Utilities 5,094.46; O Reilly Automotive Inc Filters - #28 30.28; Office Peeps Inc Copier Contract/Paper Products 429.87; Recreation Supply Co Inc 24" Grating Strips 2,323.84; Resykle LLC Iron 48B Trailer 177.92; Runnings Supply Inc Grinder/Hackzall/Gloves/Sprinkler 531.39; SD Public Health Laboratory Water Samples 193.00; Shpigler Consulting Inc February AMI Operational Support - Reissue Check 6,000.00; Stillson/Brian Tax Overpayment - FEMA Buyout 1,518.69; Sturdevants Madison Inc AC & Alternator #38/Flush Equipment/Hyd Filters #18D/Oil 1,314.32; Talk The Tee T-Shirts/Medals/Stickers 1,031.50; Timmer Supply Co Parts 12.83; Tyler Technologies Inc Software Conversion Services 11,937.49; Ullom/Kristy M Refund After Deposit Applied to Final Bill 71.17; Vantek Communications Inc Mobile Radio/Programming 3,008.40; Vast Broadband Phone & Internet (3/24 - 4/23) 3,132.79.

Bills for Approval - April 6, 2022:

Appera Mat Rentals 70.70; Artistic Custom Badges and Coins LLC Madison - Lake County SRT Patches 426.30; AT&T Mobility Wireless Services Feb 16 - Mar 15 252.06; Avenu Insights & Analytics March 2022 Application Hosting 3,295.29; Bartels Cleaning Service MMU Cleaning Services 500.00; Bobs Electric of Madison MFD Round Motor Start Capacitor 36.67; Builders FirstSource Foamular 96.12; Butler Machinery Co Air Conditioning Parts #38 161.57; Colonial Research Chem Corp Germicidal Cleaner 160.52; Concrete Materials UPM 1,127.86; Craigs Welding Service S/S Handrail for Waterslide 1,000.00; Dakota Cinema LLC Two Cases Popcorn Butter 115.06; Dakota State University Feb Work Orders/Printing/Postage 2,122.67; FedEx FedEx Express Saver 15.89; Fox Promo LLC Uniform Embroidery 644.00; Galls LLC Stealth Operator Pants 249.62; Gilbertson/Christin M Refund After Deposit Applied to Final Bill 82.88; Gillespie/Vivienne D Refund After Deposit Applied to Final Bill 16.74; Great America Financial Svcs HR Copier Lease Agreement 232.27; Greater Madison Area Chamber QTR 2 Appropriations 23,850.00; Gulbranson/Sidney G Heater Repair at Recycling Center 204.82; HACH Co Chemicals 314.33; Halme Inc Water System Improvement Phase 2B-4 Final 28,911.43; Hawkins Inc Swimming Pool Chemicals 3,794.17; Heiman Inc Vantage II Flashlights 340.00; Hunter Publishing Inc Publications 113.75; Jencks & Jencks PC April Services/Contract 5,500.00; Josh's Tools LLC Sand Blaster 190.06; Karl Chevrolet, Inc 2021 Chevy Tahoe 55,691.32; Karls TV & Appliance Inc Samsung Microwave 189.99; Kolorworks Paint 38.89; Lake County Register of Deeds State of SD Easement/March Copies 44.00; Lewis Drugs Inc Mounting Putty 3.98; Madison Ace Hardware Outlets/Misc Hardware 46.41; Madison Grocery Store Inc Crackers/Applesauce/Cookies/String Cheese 193.06; Madison Lawn Care Inc Rock Bed Weed Control 133.35; Marco Technologies Copier Lease 295.47; MPower Technologies Circuit Model Sync Annual Maintenance 1,000.00; Office Peeps Inc Trash Bags 60.63; Patch/Chad Reimburse Parts #38 26.63; Pete Lien & Sons Inc Chemicals - Lime 4,326.78; Prostrullo Auto Plaza Co Switch #27 19.58; Pulltarps Asphalt Tarp #23 646.37; Resykle LLC Tire Drag & Repairs for #13F 34.92; Runnings Supply Inc Parts/Storage Tote/Safety Glasses/Misc 109.24; Sanitation Products Inc Transducer #32 534.86; SD Airport Conference Reissue CK/Fee - 2022 Airport Conf. - M.Downs 75.00; Streichers Inc PMAG 30 Round/Uniforms/Returns 42.62; Sturdevants Madison Inc Flap Wheel 17.47; Timmer Supply Co Pipe 179.10; Wesco Distribution Inc Street Lights 22,058.00; Wilt/Sonya Reimbursement - Tyler Training Working Lunch 20.74; Winrow/Kaylee SDSU Autism Awareness Conf. - Brookings, SD 52.65.

Personnel:

Scott Mathison \$15.75/hour; Bob Mathison \$15.50/hour; Christopher Mohr \$13.75/hour; Chad Patch \$25.57/hour.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to give Ordinance No. 1645 - Electric Processing Fee and After-Hours Fee a second reading. Said ordinance updates language to accurately reflect the additional work involved when processing delinquent accounts. Additionally, it updates language to reflect an after-hours fee, for any work done in the process outside of normal business hours. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to give Ordinance No.1646 - Water Processing Fee and After-Hours Fee a first reading. Said ordinance updates language to accurately reflect the additional work involved when processing delinquent accounts. Additionally, it updates language to reflect an after-hours fee, for any work done in the process outside of normal business hours. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw, to give Ordinance No. 1647 - Authorize the Establishment of Fees, Fines, & Penalties by Resolution a second reading, with amending section 6-16.4 to 6-16.6. Said ordinance allows fees, fines and penalties within the sections listed to be set by Resolution rather than by Ordinance. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to adopt Resolution No. 2022-14 - Business & Community Development Fees. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl, to adopt Resolution No. 2022-15 - Public Works & Utilities Fees, Fines, & Penalties. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw, to adopt Resolution No. 2022-16 - Public Safety Fees, Fines, Penalties. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to authorize the Mayor to sign a Memorandum of Understanding with PP6 Madison, LLC for a proposed assisted living facility. This memorandum is to clarify elements of the project and the intent of PP6 Madison, LLC to move forward with a proposed TIF in the development of the property. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl, to give Ordinance 1648 - Marijuana Zoning a 1st reading. The ordinance would add cultivation, manufacturing, and testing facilities to the previously approved dispensary uses. It also allows cannabis establishments in ML Light Manufacturing and MH Heavy Manufacturing in addition to the previously approved HB Highway Business zoning. Only dispensaries are allowed in the HB zone, but all uses (dispensaries, manufacturing, testing, cultivation) are allowed in ML/MH. Two of each type of establishment are allowed. Distances from residences and schools/parks remain 500 and 1000 feet. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw, to approve offering referral bonuses to City Employees for lifeguard referrals for the Madison Aquatic Center. Existing lifeguards and any other city employees who are listed as a referral for a lifeguard who is hired and works through the first month of the pool's operation will be given a \$200 referral bonus. Motion carried unanimously.

Bid No. 912 - Chip Sealing was reviewed: Topkote Inc - \$126,111.40; The Road Guy Construction Co. - \$112,850.00; Bituminous Paving Inc - \$137,250.00. Motion by Commissioner Corbin, seconded by Commissioner Shaw, to award Bid No. 912 to The Road Guy Construction Co. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to approve expanding the Electric purchase bid to purchase additional switches for planned new and expanding businesses. The purchase would include two additional padmount switchgear units for a total of \$58,740. Motion carried unanimously.

Gary Gonyo, Director of Streets, Parks, Solid Waste and Recycling, provided information regarding the purchase of 2022 Streets equipment. Due to supply chain issues equipment costs have increased since the budget was approved and delivery dates have extended into 2023 for some equipment. Motion by Commissioner Shaw, seconded by Commissioner Dybdahl, to order equipment as needed, and if equipment is not here by end of 2022, funds will be placed into a reserve for 2023. Motion carried unanimously.

Public Comment was heard from Jim Casanova and Mike Johnson regarding the planned NW 9th Street and N Union Ave project.

The combined municipal/school board election will be held April 12, 2022 at the Madison City Armory. Poll hours are 7:00am-7:00pm.

The next Board of Commissioners meeting is April 18, 2022 at 5:30pm.

Motion by Commissioner Wire, seconded by Commissioner Shaw, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 6:48pm.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
APRIL 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Kahler, Greg	4/5/2022	PT<20	PT<20	\$9.95	\$13.00	Park Maintenance I
Hasleton, Nathan	4/9/2022	NA	PT<20	NA	\$12.00	Lifeguard
Richardson, Martha	3/27/2022	NA	PT<20	NA	\$13.50	Water Safety Instructor
Collins, Alexander	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Collins, Alexander	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Hasleton, Grant	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Hasleton, Grant	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Jones, Amy	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Meyer, Hannah	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Meyer, Hannah	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Peters, Mitchell	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Peters, Mitchell	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Ryan, Tessa	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Ryan, Tessa	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Scott, Olivia	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Scott, Olivia	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Bates, Connor	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Bates, Connor	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Sewell, Kaitlyn	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Sewell, Kaitlyn	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Tolley, Lillian	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Tolley, Lillian	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Krusemark, Kaden	3/27/2022	PT<20	PT<20	\$11.00	\$13.00	Lifeguard
Krusemark, Kaden	3/27/2022	PT<20	PT<20	\$11.25	\$13.50	Water Safety Instructor
Bame, James	3/27/2022	PT<20	PT<20	\$10.85	\$12.50	Lifeguard
Lee, Daniela	3/27/2022	PT<20	PT<20	\$10.85	\$12.50	Lifeguard
Meyers, Adelia	3/27/2022	PT<20	PT<20	\$10.85	\$12.50	Lifeguard
Barger, Autumn	5/9/2022	NA	PT<20	NA	\$9.95	After School Program Assistant

March 2021 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
3/2	8118	Nicholas Tunge	322 N Catherine Ave	Res	Repair porch roof (steel), 2 piece T-1-110 siding patch over siding, replace fascia	Self	\$500.00	\$20.00
3/1	8119	Jeffrey and Traci Hanson	303 SE 1st St	Res	Install toilet, sink and tub in basement bathroom, install drop ceiling in basement bathroom, laundry room, family room	Self	\$3,000.00	\$43.00
3/1	8111	Gina Peak	728 N Olive Ave	Res	Bathroom remodel	Baseline Construction 519 NE 6th St Madison, SD 57042	\$19,900.00	\$114.40
3/4	8120	Dennis Dennert	910 NE 8th St	Res	Removed existing tub/shower - installed safe step tub	Safe Step	\$10,000.00	\$106.00
3/14	8121	Darrel and Patricia Killion	120 N Washington Ave	Res	Bathroom remodel, tub to shower conversion, in master bathroom replacing the existing tub with new shower pan and wall panel surround	Your Home Improvement Co 23823 67th Ave St. Cloud, MN 56301	\$6,200.00	\$79.00
3/21	8123	Tammitha Ausmus	803 N Egan Ave	Res	Residing house	Dietterle Construction 922 Heatherwood Ave Madison, SD 57042	\$12,000.00	\$20.00
3/22	8126	Harold and Lois George	504 Silver Creek Circle Lot 6B	Res	Patio Privacy panel for twinhome 7ft long 6ft high	Kerry Karlson 605 N Chicago Ave Madison, SD 57042	\$600.00	\$25.00
3/22	8124	Halley Riedel	825 N Prairie Ave	Res	Replace bathroom fixtures(vanity, tub & toilet) and replcae front door	CJ Lembke Construction PO Box 94 Ramona, SD	\$5,000.00	\$61.00
3/25	8128	Jami Wolf	214 N Josephine Ave	Res	Brace basement wall and maintenance	Dakota Basement Systems 1605 College St Yankton, SD 57078	\$3,500.00	\$52.00
3/28	8127	Richard & Kelley Backous	114 S Chicago Ave	Res	Replace sagging plaster walls & ceilings, replace windows	Self	\$5,000.00	\$61.00
3/25	8122	Dallas Schweisow	512 SE 3rd St	Res	Move house to Madison, add on garage	Self	\$55,000.00	\$426.00
3/29	8131	Tim Zandt	107 E Center St	Com	Install sign on building face	Fox Print 3800 W Tickman St Madison, SD 57042	\$300.00	\$10.00
	12					Total	\$121,000.00	\$1,017.40

CITY OF MADISON
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

STREET 100 S. Egan Ave APPROXIMATELY _____ MILES/FEET _____ (N;S;E;W)

FROM The bumpout will begin south of the crosswalk and continue 20ft to the south.
(Well Defined Point)

Description of Occupancy: There will be a temporary platform that will be 8ft by 20ft. It will have railings that will be 4ft high. This platform will be constructed in five 4 by 8 pieces that will be fastened together for easy movement at the end of the season. The platform will be place April through November, weather permitting. The storage of the structure will be the responsibility of Sundog Coffee.

The structure will include 12 lighted post caps, reflective paint on the corners and an outdoor security camera will place to view the structure and the road.

Purpose of Occupancy: Provide outdoor seating for 3 tables with approximate seating for 6-12 people.

Duration of Occupancy: PERMANENT **TEMPORARY**

If temporary, give the estimated date of removal or completion: The platform will be removed by November 30.

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices".
3. To indemnify, hold, and save harmless the City of Madison, its Officers and Employees from any and all suits, actions, or claims of any kind or nature brought because of any injuries or damages received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

Signature:  Date: 04/05/22

Address: 100 S Egan Ave Telephone: 605-270-0063

Representing: Sundog Coffee - ContarinoHonomichILLC
(Name of Individual, Company, Organization, etc.)

****To Be Completed by the City of Madison****

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____ at _____

Telephone: _____

2. Special Conditions: _____

3. Failure to accomplish the occupancy with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy.

This permit to occupy right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20____.

Mayor

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0029-023-2022
DESIGN AND BIDDING SERVICES**

This Agreement is entered into by and between the City of Madison, South Dakota, of 116 West Center Street, Madison, South Dakota 57042, referred to in this Agreement as the "SPONSOR," and KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503, referred to in this Agreement as the "ENGINEER."

BACKGROUND:

1. The SPONSOR intends to construct the following airport improvements at the Madison Municipal Airport, with state, local, and federal assistance:

Reconstruct Hangar Taxilanes, Parking Lot, and Airport Access Road

- Task 2 - Design and Bidding Services
- Task 14 - FAA Project Closeout Report

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Madison Municipal Airport, Project Number AIP 3-46-0029-023-2022, referred to in this Agreement as the "Project."
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled "Detailed Scope of Services." The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled "Cost Breakdown."
- C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached Exhibit A.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as Exhibit E.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see EXHIBIT F).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general

overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. Exhibit B provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
Design and Bidding Services	\$95,919.36
FAA Project Closeout Report	\$3,234.12

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in Exhibit B, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
NA	NA	NA

C. The maximum limiting amount for this Agreement is \$99,153.48.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct,

error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Marshall Dennert, Mayor, on behalf of the SPONSOR, and by and to Aaron Storm, Project Manager on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making

of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by Exhibit C, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as Exhibit D and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

City of Madison, South Dakota



By:

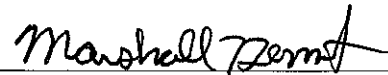
Mark Anderson

Its:

Senior Vice President, EPW

Date:

4/11/2022



By:

Marshall Dennert

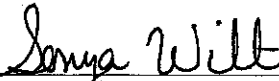
Its:

Mayor

Date:

4/12/2022

Attest:



City Auditor/Clerk

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**
- ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**
- iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.
- iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:

I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.

Professional Seal/Signature: _____

Date: _____

- v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.
- vi. ~~If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.~~
- vii. ~~The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.~~

B. Bidding and Negotiation Services

- i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.
- ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.
- iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.

C. Construction Administration Services

- i. ~~During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.~~
- ii. ~~The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.~~
- iii. ~~The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).~~
- iv. ~~The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.~~
- v. ~~Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.~~
- vi. ~~The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.~~
- vii. ~~The ENGINEER will provide the following for Quality Closeout Report Volume 2:~~
 1. ~~Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:~~
 - a. ~~Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.~~
 - b. ~~Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.~~
 - c. ~~Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).~~
 - d. ~~Qualifications of engineering supervision and construction inspection personnel.~~
 - e. ~~A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.~~
 - f. ~~Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.~~
 2. ~~Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:~~

- a. ~~Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.~~
- b. ~~Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.~~
- c. ~~Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.~~

D. Resident Engineering, Inspection, and Staking Services

- i. ~~The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.~~
- ii. ~~The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.~~
- iii. ~~The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.~~
- iv. ~~The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.~~
- v. ~~The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.~~
- vi. ~~Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.~~
- vii. ~~Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.~~
- viii. ~~For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.~~
- ix. ~~The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.~~
- x. ~~The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being~~

~~provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.~~

~~xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.~~

~~xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.~~

E. Project Completion Date

See Attachment A for detailed schedule of work.

SEE ATTACHEMENT A FOR DETAILED SCOPE OF SERVICES.

COST BREAKDOWN

SEE ATTACHEMENT B FOR DETAILED HOURLY RATE AND COST BREAKDOWN.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President, EPW and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: KLJ Engineering LLC

Signature: 

Name of Corporate Official: Mark Anderson, PE

Title: Senior Vice President, EPW

Date of Execution: 4/11/2022

CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature:

Name of Corporate Official: Mark Anderson, PETitle: Senior Vice President, EPWDate of Execution: 4/11/2022

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLCIndirect Cost Rate Proposal: 184.44%Date of Proposal Preparation: April 11, 2022Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2020 to 12/31/2020

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature:

Name of Corporate Official (Print): Mark Anderson, PETitle: Senior Vice President, EPWDate of Certification (mm/dd/yyyy): 4/11/2022



Attachment A
Detailed Scope of Services
Madison Municipal Airport, Madison, South Dakota
AIP Project #3-46-0029-023-2022
KLJ #2205-00411

PROJECT DESCRIPTION

Executive Summary

KLJ shall provide design engineering services for the reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road. The locations of reconstruction are shown on the attached sketch on the last page of this detailed scope of services. The parking lot and access road have been in place for many years and have deteriorated, alligator cracked, and failed. This pavement has exceeded its useful life and needs to be reconstructed to avoid damage to public vehicles using the airport. The hangar taxilanes had a 2018 PCI of 10. This is a failed pavement that according to the AIP handbook table H-1 is justified for reconstruction since the PCI is less than 55. The taxilanes are used by several hangars abutting the taxilanes.

General

The work is to occur at Madison Municipal Airport in Madison, South Dakota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Madison (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Madison. Non-federal work shall be performed and constructed with City of Madison local funding.

Detailed Scope of Services have been outlined to be completed under the following tasks:

- Task 2 - Design Services
 - Design the Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road
 - Bidding Services
- Task 14 - FAA Project Closeout Report

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the Design Services (minus the Bidding Services) by March 1, 2023. Also note that the schedule allows for a maximum of four weeks review by the FAA for review of the Engineering Design Report and four weeks review by the FAA for the Plans/Specifications. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice. Schedule and fee is based on FAA funding for the project being approved for design in 2022. If funding does not become available for 2022 design, timelines may be revised accordingly.

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Client Manager (Project Manager)
- Project Manager (Engineer)

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA and SDDOT. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner, FAA and SDDOT to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA and SDDOT comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA and SDDOT, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

~~Independent Fee Document Preparation.~~ It is anticipated that an Independent Fee Document will not be required for this project. No effort has been included in this agreement for this task.

PROJECT MANAGEMENT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has identified Aaron Storm, PE as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

Project Budget Setup. The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

Bi-Weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and internal accounting staff shall prepare monthly billings of project accounting.

Periodic Internal Meetings. The Project Manager and lead designer shall conduct periodic status meetings to review schedule and outstanding issues encountered.

Develop Quality Control Plan. The Engineer shall develop a Quality Control Plan for the project. The plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

FAA Grant Reimbursement Processing. The Engineer shall assist the Owner with preparation and coordination of the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner's FAA grant. The Owner shall finalize and submit the requests for reimbursement to the SDDOT Office of Aeronautics Services.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

Prepare SDDOT Audit Review Information. The Engineer shall prepare and coordinate the necessary invoice documentation for submittal to the South Dakota Department of Transportation Division of Management and Finance.

PROJECT PRE-DESIGN

~~**FAA Safety Management System (SMS) Meeting.**~~ It is anticipated that a FAA Safety Management System will not be required for this project. No effort has been included in this agreement for this task.

Pre-Design Meeting. Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting shall be held at the airport with the Owner, Engineering design team, subconsultants and other stakeholders to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Client Manager (Project Manager)
- Project Manager (Engineer)
- Engineer in Training (EIT I)

~~**Assist with Preliminary FAA Reimbursable Agreement.**~~ It is anticipated that a FAA Reimbursable Agreement will not be required for this project. No effort has been included in this agreement for this task.

Site Visit, Investigations and Data Collection. The Engineer shall investigate existing conditions through site visits and as-built drawings supplied by the Owner, and to determine the scope of work and effects on the proposed reconstruction. The Engineer shall compile existing data, including existing and proposed utility data, required to develop the project current conditions and to form the basis for design. It is assumed that the Engineer shall not perform any subsurface investigations to verify the locations of underground utilities. The utility investigation shall be based on as-built documentation provided by the Owner, plus topographic survey information of surface features gathered by the Engineer. The Engineer shall advise the Owner as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

Coordinate Preliminary Soils Investigation. Solicitation and coordination of soils borings is included in the Detailed Scope of Services.

Preliminary Survey and Base Map Preparation. The Engineer shall conduct additional topographic ground survey of the project area.

Develop Project Justification. The Engineer shall develop the appropriate project justification to obtain federal funding based on the applicable FAA Advisory Circulars and AIP Handbook.

Develop and Submit Environmental Checklist. Prepare a Categorical Exclusion (CATEX) using the FAA ARP SOP 5.00 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled under Section V, Item P, of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

a) **Agency Coordination**

The Engineer shall coordinate with a select group of federal, state, and local agencies (maximum of three) to ensure compliance with federal, state, and local laws and regulations. The Engineer shall not obtain any permits as part of the work.

b) **Environmental Documentation**

The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.00 Appendix A) for submittal to the FAA.

Application for Federal Assistance. The Engineer shall prepare the FAA Application for Federal Assistance for submittal.

Analysis of FAA Standards. The Engineer shall review the current applicable FAA standards and prepare a list of deficiencies to be addressed by the project design.

Complete Pavement Design. The Engineer shall prepare the preliminary pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13A, Airport Design and FAA AC 150/5320-6G Airport Pavement Design and Evaluation.

Engineering Design Report. The Engineer shall complete and submit to the FAA and SDDOT an Engineering Design Report in accordance with FAA criteria. The report shall include a summary of the project, photographs of the site, design standards, environmental protection, soils and grading, drainage, pavement design, material availability, pavement marking, electrical design analysis, non-AIP work, Engineer's construction cost estimate, modifications to FAA standards as applicable, airport operational safety, and associated work items.

Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP). The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on historical local bid documentation, local suppliers, and material availability. Updates shall be made to the ACIP as necessary.

~~**Update Airport Layout Plan (ALP) Drawings.**~~ It is anticipated an update to Airport Layout Plan (ALP) Drawings will not be required for this project. No effort has been included in this agreement for this task.

Develop DBE Plan. The Engineer shall prepare a three-year Disadvantaged Business Enterprise (DBE) Plan for FAA FY-2023-2025 for the proposed construction project to meet FAA requirements. The DBE Plan three-year goal will be developed and submitted to the FAA Office of Civil Rights for approval.

Pre-Design Internal Document Review. The Engineer shall conduct a review of pre-design documents to verify findings are consistent with the pre-project assumptions and notify the Owner of any areas of concern or with any necessary Detailed Scope of Services revisions required.

PRELIMINARY PLANS AND SPECIFICATIONS

~~**Assist with Final FAA Reimbursable Agreement.**~~ It is anticipated that a FAA Reimbursable Agreement will not be required for this project. No effort has been included in this agreement for this task.

Complete Pavement Design. The Engineer shall complete the final pavement design once FAA comments have been received and addressed.

Develop Project Geometrics. The Engineer shall develop the preliminary horizontal and vertical geometry evaluations for the airfield improvements. The evaluation shall consider applicable airfield critical areas and aircraft movement operations. The evaluation shall consider all known future airfield improvement projects.

Prepare Subsurface Drainage Design. The Engineer shall evaluate subsurface drainage options and incorporate them into the design as applicable.

Develop Site Grading Plan. The Engineer shall develop the site grading plan and evaluate borrow or waste source locations as applicable.

Prepare Storm Drainage Design. The Engineer shall review existing drainage studies developed for the Airport and surrounding area to evaluate existing drainage patterns and systems. The Engineer shall conduct required

analysis for the design of drainage improvements associated with the project in accordance with FAA AC 150/5320-5D, Airport Drainage Design and applicable local drainage design requirements.

Prepare Erosion Control Plan. The Engineer shall prepare an erosion control plan for the proposed construction. The Engineer shall investigate the requirements and include applicable local permitting requirements.

~~**Prepare Airfield Lighting and Signage Design.**~~ It is anticipated that airfield lighting and signage design for these portions of Hangar Taxilanes will not be required for this project. No effort has been included in this agreement for this task.

Prepare Lighting (Area) Plan. The Engineer shall evaluate the existing lighting infrastructure and evaluate the need for relocated and additional mast lighting. The Engineer shall use applicable FAA and local standards for this evaluation. The Engineer shall design all necessary improvements, including light mast fixtures, poles and foundations, conduit, cable, service rack, and all other incidentals required for completion of the work.

Prepare Utility Plan. The Engineer shall evaluate existing utility information and identify utilities which require relocation or lowering as a result of the proposed project. Utility ownership identification and coordination with utility owners shall be completed to discuss project specific details.

Preliminary Plan Sheets. The Engineer shall prepare a plan set to address the necessary improvements and to depict the preliminary design elements. The plan set to include the following drawings:

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Traffic Control Details
- Erosion Control Plan and Details
- Existing Utility Plan
- General Project and Construction Notes
- Demolition Plan and Notes
- Typical Pavement Sections
- Plan and Profile
- Grading and Drainage Plan
- Storm Sewer Layouts and Details
- Underdrain Layouts and Details
- Paving Layouts and Details
- Pavement Marking Plan - Permanent
- Pavement Marking Details - Permanent
- Electrical Demolition Plan
- Electrical Lighting Plan
- Electrical Details
- Electrical Notes

Prepare Preliminary Contract Documents. The Engineer shall prepare preliminary contract documents. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law. The Engineer shall use contract provisions prepared for the Owner and modify as applicable for this project. Documents to include consist of the following:

- Advertisement for Bids
- Instruction to Bidders
- Bid Proposal
- DBE Form A
- DBE Form B
- DBE Form C
- DBE Utilization Statement
- Contractor Good Faith Efforts Documentation

- Buy American Guidance
- Agreement between Owner and Contractor
- Contractual Requirements
- Construction Contract Notification
- Safety Plan Compliance Document
- DBE Replacement Good Faith Efforts
- Bid Protest Procedures
- Record of Contractor Payments and DBE Commitments
- Wage Rate Determinations
- Final Review and Acceptance Document
- Environmental Permitting Documents
- Notice of Award
- FAA General Provisions
- Local and State Special Provisions

Prepare Technical Specifications. The Engineer shall prepare preliminary technical specifications for the identified items of work. Specifications to be used shall reference FAA Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports and any applicable FAA Regional Guidance.

Prepare Modification to Standards Request. Based on the preliminary design, the Engineer shall prepare the necessary documentation for the applicable Modification to Standards to be submitted to the FAA for approval.

Prepare Preliminary Estimate of Construction Cost. The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on research of local suppliers and material availability and recent bid tabulations for similar work in the region.

Prepare Preliminary Construction Schedule. The Engineer shall prepare a preliminary schedule of construction activities based on the preliminary phasing plan with construction durations based on average production rates for completion of the major project work elements.

~~**Update Signage and Marking Plan.**~~ It is anticipated that a signage and marking plan will not be required for this project. No effort has been included in this agreement for this task.

Preliminary Internal Plans and Specifications Review. The Engineer shall conduct an internal preliminary plans and specifications review of the design completed in the Preliminary Engineering Phase of the project.

Preliminary Design Review Meeting with Owner. The Engineer shall conduct a preliminary design review at the 50% design completion stage with the Owner to obtain comments on the preliminary design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the preliminary design review meeting:

- Project Manager (Engineer)

Periodic Owner Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous owner meeting to coordinate preliminary design activities and issues. It is anticipated the following staff members shall attend the periodic owner meeting:

- Project Manager (Engineer)

Periodic Agency Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous agency meeting to coordinate preliminary design activities and issues. It is anticipated the following staff members shall attend the periodic agency meeting:

- Project Manager (Engineer)

FINAL PLANS AND SPECIFICATIONS

Prepare Engineer's Responses to Review Comments. The Engineer shall provide a written statement summarizing the review comments to include justification for items to remain and the applicable action on areas of design modification.

Prepare Final Plans. The Engineer shall complete the development of the drawings to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Prepare Final Contract Documents/Technical Specifications. The Engineer shall complete the development of the specifications to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Prepare Final Construction Safety and Phasing Plan (CSPP). The Engineer shall finalize the Construction Safety Phasing Plan to include airside and landside traffic control plan and submit the plan to the FAA and SDDOT for review and approval.

Update Final Quantities and Construction Cost Estimate. The Engineer shall update the opinion of construction costs and determine the bid schedule of work.

Prepare Engineering Design Report Supplement. The Engineer shall prepare a supplement to the Engineering Design report as applicable for modifications made during the final design process for submittal to the FAA and SDDOT for approval.

Update Construction Schedule. The Engineer shall finalize the construction schedule for use in the contract documents.

FAA Plans and Specifications Review. The Engineer will submit and coordinate with the FAA ADO and SDDOT on a review of the 90% plans and specifications. The Engineer shall work with the FAA to refine the Plans and Specifications. The Engineer anticipates one (1) edit based on FAA and SDDOT comments.

Final Internal Plans and Specifications Review. The Engineer shall conduct an internal final plans and specifications review of the design completed in the Final Engineering Phase of the project.

Final Plans and Specifications Revisions. The Engineer shall complete the development of the drawings to 100% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Final Design Review Meeting with Owner. The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer)

Periodic Owner Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous owner meeting to coordinate final design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meeting:

- Project Manager (Engineer)

Periodic Agency Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous agency meeting to coordinate final design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic agency meeting:

- Project Manager (Engineer)

BIDDING SERVICES

Print and Distribute Plans and Specifications. The Engineer shall print and issue the Bid Documents to prospective bidders. The documents shall also be made available to prospective bidders utilizing an on-line service.

Bid Invitations and Advertisement. The Engineer shall coordinate with the Owner on the placement of the Advertisement for Bids in the appropriate local legal publication as well as regional trade organizations.

~~**Attend Pre-Bid Conference and Site Visit.**~~ No effort has been included in this agreement for this task.

Document and Respond to Contractor Questions. The Engineer shall maintain a record of Contractor requests and questions along with the corresponding response.

Create and Maintain Planholder's List. The Engineer shall maintain a planholder's list as plans and specifications are issued to Contractors.

Issue Addenda. The Engineer shall issue written addenda as appropriate to interpret, clarify or expand the bidding documents. The Engineer shall send the written addenda to all plan-holders who received plans and specifications from the Engineer.

Attend Bid Opening. The Engineer shall perform the bid opening at City Hall, Madison, SD.

Prepare Bid Tabulation. The Engineer shall prepare a bid tabulation following the bid opening.

Bidder Contractual Requirements Review. The Engineer shall review bidder responsiveness, responsibility, and completeness of submittal. The Engineer shall advise the Owner when an issue may need the review of the Owner's legal representative.

Prepare Recommendations of Award. The Engineer shall advise the Owner as to the acceptability of subcontractors, DBE subcontractors, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents. The Engineer shall make recommendations for award for one (1) contract.

Prepare and Submit FAA Grant Application. The Engineer shall prepare the Application for Federal Assistance and State Funding Applications.

Prepare Award and Construction Contract Documents. The Engineer shall prepare the awarding contracts for construction, materials, equipment, and services for one (1) contract. Items shall include a written Notice of Award, coordination of the Agreement Between Owner and Contractor and Notice to Proceed for submittal and approval by the Owner. The Owner shall provide a legal review of the Agreement Between Owner and Contractor that is provided by the Engineer to make sure that it complies with local, state, and federal law.

CONSTRUCTION ADMINISTRATION

Construction Administration shall be included in a future agreement. No effort has been included in this agreement for this task.

CONSTRUCTION OBSERVATION

Construction Observation shall be included in a future agreement. No effort has been included in this agreement for this task.

AERONAUTICAL SURVEY SERVICES

It is anticipated that aeronautical survey services will not be required for this project. No effort has been included in this agreement for this task.

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has identified Aaron Storm, PE as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

The Engineer shall perform the following closeout items per the requirements of the FAA:

Prepare Final Payment. The Engineer shall work with the SDDOT to ensure final outlay matches with Engineers final closeout report and resolve any discrepancies.

Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

Prepare ALP Update. It is anticipated that an ALP Update will not be required for this project. No effort for this task has been included in this scope of services.

Exhibit A Update. It is anticipated that an Exhibit A Update will not be required for this project. No effort for this task has been included in this scope of services.

Prepare Closeout Report Document.

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

FAA Grant Coordination/Reimbursement Processing. The Owner shall prepare the requests for reimbursement during the project.

Historical Information. The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

Disadvantaged Business Enterprise (DBE) Plan. The Owner shall approve the developed DBE Plan and shall make determinations on accomplishments and participation.

Attachment B
Madison Municipal Airport
Madison, SD
KLJ #2205-00411, AIP #3-46-0029-023-2022
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Project Administration									
Project Scoping Meeting with Owner									
Meeting Preparation		1							\$ 50.00
Participate in Meeting	1	1							\$ 113.00
Prepare and File Meeting Minutes				1					\$ 27.00
Prepare Project Detailed Scope of Services and Schedule		4							\$ 200.00
Project Detailed Scope of Services Review with FAA									
Meeting Preparation									\$ -
Participate in Meeting		2							\$ 100.00
Prepare and File Meeting Minutes				1					\$ 27.00
Engineering Detailed Scope of Services and Hour Negotiations	0.5	2							\$ 131.50
Agreement for Professional Services	0.5	2				0.5			\$ 148.00
Prepare and Coordinate Subconsultant Agreements		4							\$ 200.00
Independent Fee Document Preparation									\$ -
Subtotal									\$ 996.50
Project Management									
Overall Project Management	4	12							\$ 852.00
Project Startup Meeting		1	1						\$ 81.00
Project Budget Setup		1		1					\$ 77.00
Bi-Weekly Budget Review / Projections		6							\$ 300.00
Monthly Invoicing		6		6					\$ 462.00
Periodic Internal Meetings		3	3						\$ 243.00
Develop Quality Control Plan		2							\$ 100.00
FAA Grant Coordination / Reimbursement Processing		4		4					\$ 308.00
FAA Grant Pre-Application Checklist									\$ -
Monthly Status Reports		6		6					\$ 462.00
FAA Quarterly Reports		3		3					\$ 231.00
DBE Reporting									\$ -
Prepare SDDOT Audit Review Information		1							\$ 50.00
Subtotal									\$ 3,166.00
Project Pre-Design									
FAA Safety Management System (SMS) Meeting									
Meeting Preparation									\$ -
Participate in Meeting (including travel)									\$ -
Prepare and File Meeting Minutes									\$ -
Pre-Design Meeting									\$ -

Attachment B
Madison Municipal Airport
Madison, SD
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PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Meeting Preparation	0.5	1							\$ 81.50
Participate in Meeting	3	3	3						\$ 432.00
Prepare and File Meeting Minutes				1					\$ 27.00
Assist with Preliminary FAA Reimbursable Agreement									\$ -
Site Visit, Investigations and Data Collection		2	6						\$ 286.00
Coordinate Preliminary Soils Investigation		4							\$ 200.00
Preliminary Materials Investigation									\$ -
Preliminary Survey and Base Map Preparation		1	6		28				\$ 1,440.00
Develop Project Justification		1							\$ 50.00
Develop and Submit Environmental Checklist	0.5	2					12		\$ 611.50
Application for Federal Assistance		2	2						\$ 162.00
Analysis of FAA Standards		1	4						\$ 174.00
Complete Pavement Design / Life Cycle Cost Analysis		1	4						\$ 174.00
Engineering Design Report		2	16						\$ 596.00
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)		2	4						\$ 224.00
Update Airport Layout Plan (ALP) Drawings									\$ -
Develop DBE Plan	0.5	2	2	12					\$ 517.50
Pre-Design Internal Document Review	2								\$ 126.00
									\$ -
Subtotal									\$ 5,101.50
Preliminary Plan & Specifications									
Assist with Final FAA Reimbursable Agreement									\$ -
Coordination with FAA Technical Operations Personnel									\$ -
Complete Pavement Design		1	4						\$ 174.00
Develop Project Geometrics		2	8						\$ 348.00
Prepare Subsurface Drainage Design			4						\$ 124.00
Develop Site Grading Plan		4	24						\$ 944.00
Prepare Storm Drainage Design		2	8						\$ 348.00
Prepare Erosion Control Plan			2						\$ 62.00
Prepare Airfield Lighting and Signage Design									\$ -
Prepare Lighting (Area) Plan		1	2					8	\$ 512.00
Prepare Utility Plan			2						\$ 62.00
Preliminary Plan Sheets:									\$ -
Cover Sheet			1						\$ 31.00
Sheet Index			1						\$ 31.00
Project Work Description and Basis of Estimate			2						\$ 62.00
Construction Safety and Phasing Plan	1	4	8						\$ 511.00
Construction Safety and Phasing Plan Details and Notes		1	2						\$ 112.00
Traffic Control Details			2						\$ 62.00

Attachment B
Madison Municipal Airport
Madison, SD
KLJ #2205-00411, AIP #3-46-0029-023-2022
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PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Erosion Control Plan and Details			2						\$ 62.00
Existing Utility Plan			2						\$ 62.00
General Project and Construction Notes		2	4						\$ 224.00
Demolition Plan and Notes			2						\$ 62.00
Typical Pavement Sections			2						\$ 62.00
Plan and Profile		2	8						\$ 348.00
Cross Sections		2	8						\$ 348.00
Concrete Joint Details									\$ -
Concrete Joint Layout Plan									\$ -
Concrete Joint Grading Plan									\$ -
Grading and Drainage Plan		2	8						\$ 348.00
Storm Sewer Layouts and Details		2	8						\$ 348.00
Underdrain Layouts and Details			4						\$ 124.00
Paving Layouts and Details		2	8						\$ 348.00
Pavement Marking Plan - Permanent		2	4						\$ 224.00
Pavement Marking Details - Permanent			2						\$ 62.00
Pavement Marking Plan - Temporary									\$ -
Pavement Marking Details - Temporary									\$ -
Landscaping Plan and Details									\$ -
Electrical Demolition Plan			2					2	\$ 162.00
Electrical Temporary Lighting Plan									\$ -
Electrical Lighting Plan			4					4	\$ 324.00
Electrical Signing Plan									\$ -
Electrical Details			4					4	\$ 324.00
Electrical Notes			4					4	\$ 324.00
Subconsultant Coordination									\$ -
Prepare Preliminary Contract Documents		2		2					\$ 154.00
Prepare Technical Specifications		2	8						\$ 348.00
Prepare Modification to Standards Request		1							\$ 50.00
Prepare Preliminary Estimate of Construction Cost		2	2						\$ 162.00
Prepare Preliminary Construction Schedule		2							\$ 100.00
Update Signage and Marking Plan									\$ -
Preliminary Internal Plans and Specifications Review	2	4							\$ 326.00
Preliminary Design Review Meeting with Owner									
Meeting Preparation		1							\$ 50.00
Participate in Meeting (including travel)		3	3						\$ 243.00
Prepare and File Meeting Minutes									\$ -
Periodic Owner Meetings									
Meeting Preparation		1							\$ 50.00
Participate in Meeting (including travel)		3							\$ 150.00
Prepare and File Meeting Minutes									\$ -

Attachment B
Madison Municipal Airport
Madison, SD
KLI #2205-00411, AIP #3-46-0029-023-2022
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLI Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Periodic Agency Meetings									
Meeting Preparation		1							\$ 50.00
Participate in Meeting (including travel)		2							\$ 100.00
Prepare and File Meeting Minutes									\$ -
									\$ -
Subtotal									\$ 8,922.00
Final Plans and Specifications									
Prepare Engineer's Responses to Review Comments		2							\$ 100.00
Prepare Final Plans									\$ -
Cover Sheet			1						\$ 31.00
Sheet Index			1						\$ 31.00
Project Work Description and Basis of Estimate			1						\$ 31.00
Construction Safety and Phasing Plan		2	4						\$ 224.00
Construction Safety and Phasing Plan Details and Notes			1						\$ 31.00
Traffic Control Details			1						\$ 31.00
Erosion Control Plan and Details			1						\$ 31.00
Existing Utility Plan			1						\$ 31.00
General Project and Construction Notes		1	4						\$ 174.00
Demolition Plan and Notes			1						\$ 31.00
Typical Pavement Sections			1						\$ 31.00
Plan and Profile		2	8						\$ 348.00
Cross Sections		2	8						\$ 348.00
Concrete Joint Details									\$ -
Concrete Joint Layout Plan									\$ -
Concrete Joint Grading Plan									\$ -
Grading and Drainage Plan		2	8						\$ 348.00
Storm Sewer Layouts and Details		1	4						\$ 174.00
Underdrain Layouts and Details			2						\$ 62.00
Paving Layouts and Details		1	4						\$ 174.00
Pavement Marking Plan - Permanent		1	2						\$ 112.00
Pavement Marking Details - Permanent			1						\$ 31.00
Pavement Marking Plan - Temporary									\$ -
Pavement Marking Details - Temporary									\$ -
Landscaping Plan and Details									\$ -
Electrical Demolition Plan			1				2		\$ 131.00
Electrical Temporary Lighting Plan									\$ -
Electrical Lighting Plan			2				2		\$ 162.00
Electrical Signing Plan									\$ -
Electrical Details			2				2		\$ 162.00
Electrical Notes			4				2		\$ 224.00

Attachment B
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Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Prepare Final Contract Documents/Technical Specifications		4	4						\$ 324.00
Prepare Final Construction Safety and Phasing Plan		1	4						\$ 174.00
Update Final Quantities and Construction Cost Estimate		1	2						\$ 112.00
Prepare Engineering Design Report Supplement		1	2						\$ 112.00
Update Construction Schedule		1	1						\$ 81.00
FAA Plans and Specifications Review		2							\$ 100.00
Final Internal Plans and Specifications Review	4	8						8	\$ 1,052.00
Final Plans and Specifications Revisions		2	8						\$ 348.00
Final Design Review Meeting with Owner									
Meeting Preparation	0.5	1							\$ 81.50
Participate in Meeting	3	3							\$ 339.00
Prepare and File Meeting Minutes									\$ -
Periodic Owner Meetings									
Meeting Preparation	0.5	1							\$ 81.50
Participate in Meeting (including travel)	3	3							\$ 339.00
Prepare and File Meeting Minutes									\$ -
Periodic Agency Meetings									
Meeting Preparation	0.5	1							\$ 81.50
Participate in Meeting (including travel)	1	1							\$ 113.00
Prepare and File Meeting Minutes									\$ -
Subtotal									\$ 6,391.50
Bidding Services									
Print and Distribute Plans and Specifications		1	1	6					\$ 243.00
Bid Invitations and Advertisement		1		1					\$ 77.00
Attend Pre-Bid Conference and Site Visit									\$ -
Conference Preparation									\$ -
Participate in Conference (including travel)									\$ -
Prepare and File Conference Minutes									\$ -
Document and Respond to Contractor Questions	0.5	6							\$ 331.50
Create and Maintain Planholder's List		1		3					\$ 131.00
Issue Addenda		4	4	1					\$ 351.00
Attend Bid Opening									
Bid Opening Preparation		1	1	1					\$ 108.00
Participate in Bid Opening (including travel)		3	3						\$ 243.00
Prepare Bid Tabulation		1		1					\$ 77.00
Bidder Contractual Requirements Review									
Buy American Review		0.5		1					\$ 52.00
DBE Review		0.5		1					\$ 52.00
Bid Deficiencies Evaluation		0.5		1					\$ 52.00
Prepare Recommendations of Award	0.5	2							\$ 131.50

Attachment B
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PHASE: Design and Bidding Services

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Engineer	Task Direct Labor Cost
Prepare and Submit FAA Grant Application		2	4						\$ 224.00
Prepare Award and Construction Contract Documents		4		1					\$ 227.00
									\$ -
Subtotal									\$ 2,300.00
Total Hours	29	209.5	307	54	28	0.5	12	38	
Hourly Rate	\$63.00	\$50.00	\$31.00	\$27.00	\$43.00	\$33.00	\$40.00	\$50.00	

Direct Labor Total	\$	26,877.50
Indirect Labor Total (1.8444 Overhead Rate)	\$	49,572.86
Direct and Indirect Labor Total	\$	76,450.36
Fixed Fee (14%)	\$	10,703.05
Cost of Facilities (0.45%)	\$	120.95

Subtotal \$ 87,274.36

Expenses				
Air Charter	per trip @	0	trips	
Per Diem - Lodging	per day @	0	days	
Per Diem - Meals	per day @	0	days	
Materials and Supplies				
Other Expenses	American Engineering Testing, Inc.			\$ 8,645.00

Expenses Total \$ 8,645.00

Design and Bidding Services Total Cost \$ 95,919.36

Attachment B
 Madison Municipal Airport
 Madison, SD
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Hourly Rate and Cost Breakdown



PHASE: FAA Project Closeout Report

Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I				Task Direct Labor Cost
Overall Project Management	2	4						\$ 326.00
Prepare Final Payment		1						\$ 50.00
Prepare DBE Summary Report								\$ -
Prepare Executive Summary		1	2					\$ 112.00
Prepare Quantity Revision Summary								\$ -
Prepare ALP Update								\$ -
Exhibit A Update								\$ -
Prepare Record Drawings								\$ -
Prepare Closeout Report Document		2	8	8				\$ 508.00
Subtotal								\$ 996.00
Total Hours	2	8	10	8	0	0	0	
Hourly Rate	\$63.00	\$50.00	\$31.00	\$20.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	996.00
Indirect Labor Total (1.8444 Overhead Rate)	\$	1,837.02
Direct and Indirect Labor Total =	\$	2,833.02
Fixed Fee (14%)	\$	396.62
Cost of Facilities (0.45%)	\$	4.48
Subtotal	\$	3,234.12

Expenses					
Air Charter		per trip @		trips	
Per Diem		per day @		days	
Materials and Supplies					
Other Expenses					

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 3,234.12

Total Cost - Design and Bidding Services, FAA Project Closeout Report \$ 99,153.48

Federal Contract Provisions

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A3 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

TITLE VI SOLICITATION NOTICE:

The City of Madison, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A4 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A5 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madison to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Madison. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madison. This clause applies to both DBE and non-DBE subcontractors.

A6 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A7 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

ENERGY CONSERVATION REQUIREMENTS

Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

A8 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the

work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A9 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A10 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A11 TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A12 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A13 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A14 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

AIP Grant Application Checklist

AIRPORT NAME: Madison Municipal Airport DATE: 4/11/22

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 712D2

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 8/25/22

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	☒	☐	☐	☐
2.	Project Cost Breakdown <i>(attached)</i>	☒	☐	☐	☐
3.	Project Sketch <i>(at the request of the ADO)</i>	☒	☐	☐	☐
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	☒	☐	☐	☐
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	☒	☐	☐	☐
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	☐	☐	☒	☐
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	☐	☐	☒	☐
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	☐	☐	☒	☐

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
- ☐ Continuation
- ☐ Revision

*If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

AIP #3-46-0029-023-2022

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN):

46-6000272

*c. Organizational DUNS:

168739977

d. Address:*Street 1: 116 W. Center Street

Street 2: _____

*City: MadisonCounty: Lake*State: South Dakota*Country: United States of America*Zip / Postal Code: 57042

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:Prefix: Mr.*First Name: Marshall

Middle Name: _____

*Last Name: Dennert

Suffix: _____

Title: Mayor

Organizational Affiliation:

City of Madison

*Telephone Number: (605) 256-7500

Fax Number:

*Email: marshall.dennert@cityofmadisonsd.com

*a. Federal	\$90,900.00
*b. Applicant	
*c. State	\$5,050.00
*d. Local	\$5,050.00
*e. Other	
*f. Program Income	
*g. TOTAL	\$101,000.00

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

☐ Yes ☒ No

☒ ** I AGREE

Authorized Representative:

Attest: Serge Welf
Title: Finance Officer
Date: 04-12-22

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

*Email: marshall.dennert@cityofmadisonsd.com

*Signature of Authorized Representative: Marshall Bennett

*Date Signed: 4/12/2022

Authorized State Representative:

*First Name: Jack
*Last Name: Dokken

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574

Fax Number: 605-773-2804

*Email: jack.dokken@state.sd.us

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

N/A

Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madison, Lake County, State of South Dakota

***15. Descriptive Title of Applicant's Project:**

Design for the reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road to include:

- Design Services
- Bidding Services
- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.**16. Congressional Districts Of:**

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: May 2022

*b. End Date: March 2023

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

7



Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
AIP #3-46-0029-023-2022



Design for Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

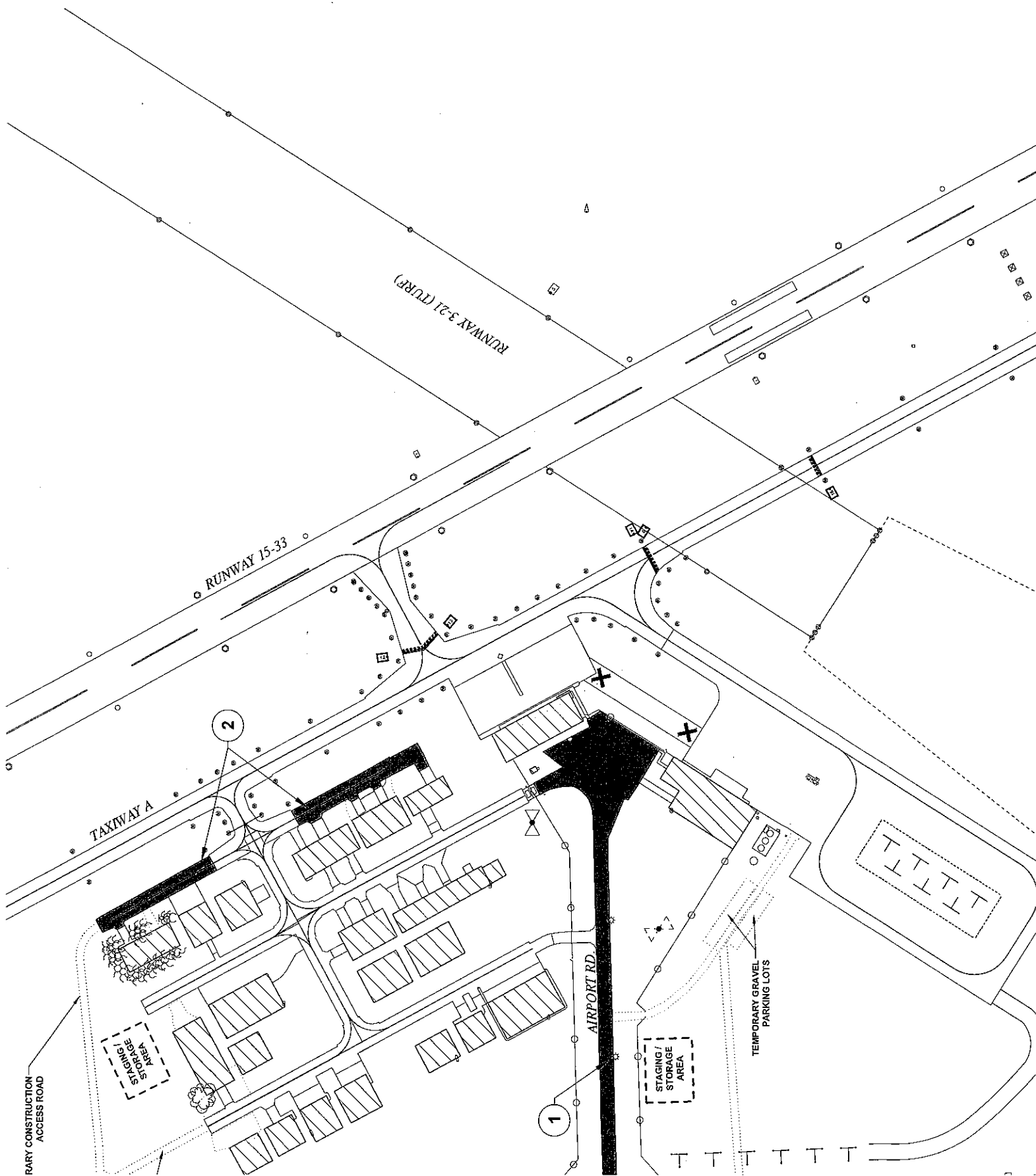
Item No.	Work Type	Description	Total Price
1	Administration	Miscellaneous Administration Costs	\$ 1,846.52
2	Engineering	Design and Bidding Services (including Geotechnical sub)	\$ 95,919.36
3	Engineering	FAA Project Closeout Report	\$ 3,234.12

Total Estimated Project Cost = \$ 101,000.00

Total Federal Funding (90%) = \$ 90,900.00

Total State Funding (5%) = \$ 5,050.00

Total Local Funding (5%) = \$ 5,050.00



Project Narrative (Justification)
2022 FAA Grant Application
Madison Municipal Airport

Project Item

Design for the reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road.

What is the Project?

The project is for design and bidding services for the reconstruction of two hangar taxilanes, parking lot, and airport access road at Madison Municipal Airport. Locations are shown in the attached sketch. Additional construction impacts and footprints will be developed and provided to the FAA during design once the location of the design details are further determined.

Why is the Project Needed Now?

The airport's parking lot and access road have been in place for many years and have deteriorated, alligator cracked, and failed. This pavement has exceeded its useful life and needs to be reconstructed to avoid damage to public vehicles using the airport. The hangar taxilanes had a 2018 PCI of 10. This is a failed pavement that according to the AIP handbook table H-1 is justified for reconstruction since the PCI is less than 55. The taxilanes are used by several hangars abutting the taxilanes. The hangar taxilanes pavement is approximately 1,250 S.Y. and the parking lot and access road combined are approximately 3,500 S.Y.

Is the Project Phased?

Yes. This first phase of the project is to complete the project plans and specifications. The second phase is to reconstruct the project's pavements, currently scheduled for 2023.

Total AIP Funds Expended this Fiscal Year?

\$90,900

Additional AIP Funds Needed to Complete Project?

\$700,000



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: "Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated ___/___/___ originally filed with AIP Project ###."
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor affirms compatible usage of land.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any applicable obligations.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor affirms there are not any circumstances that may preclude the successful completion of the project or complying with all applicable grant assurances.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Sponsor affirms the project is consistent with the approved ALP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor affirms it has given fair consideration to applicable community interest associated with the project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Sponsor affirms it had undertaken reasonable consultation with affected airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The proposed project does not require a public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Sponsor affirms there is no grant of an exclusive right for the conduct of any aeronautical activity on the airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor maintains property interest as depicted with the property table on Exhibit A property map dated January 16, 2013.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,847
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			95,919
5. Other Architectural engineering fees			3,234
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			700,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 801,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			801,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 801,000
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 801,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Hangar Taxilanes - ineligible portion	\$ 10,000
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 10,000

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 0
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 0

SECTION E – REMARKS

(Attach sheets if additional space is required)

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PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road

AIRPORT: Madison Municipal Airport

1. Objective:

The project will consist of the reconstruction of Hangar Taxilanes, Parking Lot, and Airport Access Road.

2. Benefits Anticipated:

The asphalt reconstructed pavement areas that are reconstructed will have better smoothness, drainage, and will no longer be classified as failing.

3. Approach: (See approved Scope of Work in Final Application)

For the phase 2 construction administration and observation, the project will be completed through a traditional construction administration contract. KLJ of Sioux Falls, SD will serve as the Sponsor's consultant to lead this effort.

4. Geographic Location:

Madison Municipal Airport is located approximately 1 mile east of Madison, SD.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Marshall Dennert, Mayor, 116 W. Center St., Madison, SD 57042, (605) 256-7500

RESOLUTION NO. 2022-17

A RESOLUTION TO APPROVE A PLAT

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON,

That the Plat of Lots 2A and 2B of Doerr's Addition in the SE ¼ of Section 2, T106N, R53W of the 5th P.M., Lake County, South Dakota, within the 3 mile jurisdiction of the City of Madison is hereby approved and that the City Finance Officer of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this __date of April, 2022.

/s/Marshall Dennert
Mayor, City of Madison

Attest: /s/Sonya Wilt
City Finance Officer

Published once at the approximate cost of \$__.

Law Enforcement Application 2023

Organization: Madison Police Department

LE23-Madison Police -SSB-00021

Description of Project

1) Performance Measures *If you were awarded a grant in a previous federal fiscal year and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.*

YES (☒) NO (☐) (See question 8 on this application and outline why goals were not met.)

Answer the following question in a narrative style using specific statistics when requested!

2) Problem Identification Describes the problem; use available local data relevant to the area you will be providing service to. Include the source of the data.

The Madison Police Department is composed of fourteen full-time officers that are state certified, who provide 24-hour law enforcement services to residents of the community and the campus of Dakota State University (DSU). Our Officers are cross deputized with the Lake County Sheriff's Office. Our department serves approximately 7,400 residents and 3,500 college students as well as the influx of tourists and sportsmen who utilize nearby lakes and parks and/or travel on highways 81, 19, and 34. These three highways produce a large amount of traffic through Madison. The same things that make Madison an attractive community also create a problem for law enforcement. College students are a truly "mobile" group and travel great distances to obtain their education. The Madison Police Department historically faces the same problems each year: Our citizens have become complacent and tend to disregard the posted speed limits; citizens are still driving without safety restraints; citizens are still showing unsafe driving habits (distracted, texting, talking on phone, etc.); speed and other factors are contributing to motor vehicle collisions and unsafe driving; perception among the people in our community is that it is socially acceptable to drive without a license; drive faster than the posted speed limits; drive or ride without wearing seatbelts; and consume alcohol before operating a vehicle.

Historical Statistics based on our local yearly records;

Speeding Citations: 2018: 172; 2019: 124; 2020: 228; 2021: 221

Traffic Crashes (reportable and non-reportable): 2018: 178; 2019: 245; 2020: 157; 2021: 153

Seatbelt Citations: 2018: 19; 2019: 16; 2020: 21; 2021: 40

The majority of the grant money obtained would be used during our busy traffic months (May-September).

3) Objectives and Targets Describe measurable objectives for your project using number or percentages of increase or decrease and from what time period to the next time period. (For example: Reduce crashes involving impaired drivers. (1) Reduce the number of people killed or injured in alcohol involved traffic crashes in Alcatraz County by 5% from 20 in FFY2021 to 19 by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

Maintain zero speed related fatalities from FFY21 in the City of Madison by September 30th, 2023 by enforcing seatbelt and speeding violations. The Police Department will conduct at least 2 highly publicized speed and seatbelt enforcement campaigns, conduct numerous speed saturations during problem times, and we will participate in all national mobilizations.

4) Activities In a logical sequence, describe planned activities that will accomplish you objectives. (For

Law Enforcement Application 2023

Organization: Madison Police Department

LE23-Madison Police -SSB-00021

Description of Project

example: **Reduce traffic crashes caused by aggressive driving and speeding.** (1) Conduct 16 highly publicized speed enforcement campaigns in the City of San Francisco. (2) Set-up a speed board/trailer each week at a selected high crash location. (3) Conduct 7 speed enforcement campaigns by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

- A. Conduct at least 2 highly publicized speed and seatbelt enforcement campaigns.
- B. Participate in all national mobilizations.

In order to effectively enforce traffic laws, officers must be competent in several areas, including radar and general traffic offense enforcement. All these training needs can be met internally with in-house, in-service training. The Madison Police Department has one radar/lidar instructor on staff, as well as trainers in many other categories.

As a law enforcement agency, our primary method of implementation is through enforcement. Specifically, through saturation patrols, checkpoints, speed enforcement, and high visibility patrols in problem areas. These areas will include Trojan Days, Prairie Village Jamboree and peak times of traffic moving on weekends to and from the lakes as well as people going to and coming from work. The majority of our overtime will be utilized during the summer months (May-September).

Activities will be ongoing. There are a few target times when increases in enforcement as well as public awareness will be implemented such as; graduation, proms, street dances, or other special holiday events throughout the year. The police department will try to use these additional hours to patrol during our peak accident days & times throughout the year.

5) Evaluation Describe how you will measure what was accomplished by the project. Please use actual numbers to demonstrate safety improvement projections. (For Example: Decrease motorcycle crashes. Statistics comparison during the grant period comparing the number of FFY2021 motorcycle related injury crashes to the number of FFY2023 motorcycle related injury crashes.)

This project will be evaluated through a statistics comparison of the number of speed related fatalities in FFY2021 compared to FFY2023. With this grant, we would be able to increase enforcement and patrols, leading to not only being able to reach our goals above, but also creating more observed seatbelt usage in the City of Madison. With this increase, we hope to see a decrease in serious motor vehicle crashes in the area. These numbers will be monitored to ensure we obtain the objectives of this program. These numbers will also show up on our monthly Highway Safety Report & Overtime Reimbursement Form.

6) Equipment What equipment, if any, will be purchased to meet the needs of this project? *Note: Items previously purchased with federal funds are not eligible for replacement with federal funds.

7) Agency Qualifications Eligible applicants are: *South Dakota State Agencies, federally recognized tribal governments, county and city agencies, non-profit agencies with 501 c (3 or 4) IRS status, public schools, and private schools with non-profit status.*

Law Enforcement Application 2023

Organization: Madison Police Department

LE23-Madison Police -SSB-00021

Description of Project

The Madison Police Department has taken part in the Highway Safety grant program 11 times in the last 13 years. The officers in our department have put in a lot of hours through these grants and are very familiar with what is expected of them. With a lot of hours come a lot of experience. Not only in the speed and seatbelt enforcement aspect, but also law enforcement as a whole. Based on the prior knowledge and usage of the grants, and the police department being that of a municipality, I feel we are qualified to apply for this grant.

8) Performance Measures *If you were a grant applicant in FFY14 and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.*

Law Enforcement Application 2023

Organization: Madison Police Department

LE23-Madison Police -SSB-00021

Budget Summary Table

	Budget Category	Federal Share Requested	Local Match	Total Project Cost	Price per Unit	Number of Units	Total Equipment Cost
1	Personal Services	\$6,000.00	\$1,500.00	\$7,500.00			
2	Travel		\$0	\$0			
3	Contractual		\$0	\$0			
4	Equipment			\$0			\$0
	Equipment						
5	Other Direct Costs		\$0	\$0			
6	Indirect		\$0	\$0			
7	Total	\$6,000.00	\$1,500.00	\$7,500.00			\$0



TO: Mayor/Commissioners
FROM: Justin Meyer
DATE: 04/14/22
RE: Declare as Surplus Property

2 X26P Tasers and 14 Taser Cartridges

\$ _____
(includes any applicable sales tax)

As authorized by SDCL 6-5-5 - to be sold to another unit of government - Lake County Sherriff's Office- total negotiated amount of \$425.00.

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, April 18, 2022 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a retail (on-off sale) malt beverage and SD farm wine license for the current licensing period:

Unlock Madison
115 S Egan Ave
Madison, SD 57042

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

ORDINANCE NO. 1648

AN ORDINANCE TO AMEND APPENDIX B – ZONING BY REPEALING ORDINANCE NO. 1637 AND REPLACING WITH THE FOLLOWING:

BE IT ORDAINED by the City Commission of the City of Madison, South Dakota: that ARTICLE II, “DISTRICT REGULATIONS,” adopted by Ordinance 1481 on 8-24-2009, as amended, of the Zoning Ordinance of the City of Madison be amended by adding the following Section in bold and underline font:

Section 17.10.04. Prohibited Uses

All uses and structures not specifically listed as a permitted use, special permitted use, or as a conditional use in a particular zoning district shall be prohibited in said district.

BE IT FURTHER ORDAINED by the City Commission of the City of Madison, South Dakota: that Section 17.113.02, “Principal Permitted Uses” [HB – Highway Business District, adopted by Ordinance 1481 on 8-24-2009, as amended, of the Zoning Ordinance of the City of Madison be amended by adding language in bold and underline font:

8. **Cannabis Dispensary (subject to Section 17.37.07).**

BE IT FURTHER ORDAINED by the City Commission of the City of Madison, South Dakota: that Section 17.116.02, “Principal Permitted Uses” [ML – Light Manufacturing District, adopted by Ordinance 1481 on 8-24-2009, as amended, of the Zoning Ordinance of the City of Madison be amended by adding language in bold and underline font:

7. **Cannabis Dispensary (subject to Section 17.37.07).**

8. **Cannabis Testing Facility (subject to Section 17.37.07).**

9. **Cannabis Cultivation Facility (subject to Section 17.37.07).**

10. **Cannabis Product Manufacturing Facility (subject to Section 17.37.07).**

BE IT FURTHER ORDAINED by the City Commission of the City of Madison, South Dakota: that Article IV, “SUPPLEMENTAL REGULATIONS” adopted by Ordinance 1481 on 8-24-2009, as amended, of the Zoning Ordinance of the City of Madison be amended by adding the following Section in bold and underline font:

Section 17.37.07 CANNABIS ESTABLISHMENTS.

1. **Maximum Number of Cannabis Establishments.**

- a. **In the development and execution of these regulations, it is recognized that there are some uses which because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a potential deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.**
- b. **The City of Madison shall allow two Cannabis Dispensaries, two Cannabis Testing Facilities, two Cannabis Cultivation Facilities, and two Cannabis Product Manufacturing Facilities provided the time, place, and manner of said establishment comply with this ordinance.**
- c. **No other cannabis establishments are permitted by the City of Madison unless mandated by statute, and then, in which case, the same zoning regulations set forth in this Ordinance No. 1643 shall apply to such cannabis establishment(s).**

2. Required Separation Distances

- a. A cannabis establishment shall be located not less than 1,000 feet from a public or private school existing before the date of the cannabis dispensary application;
- b. A cannabis establishment shall be located not less than 500 feet from any residence or public park existing before the date of the cannabis establishment application;
- c. Exemption from separation requirements. Any separation distance requirement, other than the State requirement from schools (1,000 feet), may be waived, provided:
 - i. The applicant provides documentation waiving the setback requirement from the title holder of the land benefiting from the separation.
- d. Prescribed separation/setback distances from certain existing uses are to be measured from the lot line of the property where the cannabis establishment is proposed

3. Other Locational Requirements

- a. Permanent or temporary cannabis establishments are prohibited in all other zoning districts and not eligible for a home occupation use.
- b. It shall be unlawful to operate a cannabis establishment in a building which contains a residence or a mixed-use building with commercial and residential uses.

4. Controlled Access - No cannabis establishment shall share premises with or permit access directly from another medical cannabis establishment, business that sells alcohol, tobacco, or firearms, or, if allowed by law, other cannabis establishment.

5. Hours of operation:

- a. Cannabis dispensaries are allowed to be open between the hours of 9 a.m. and 7 p.m.

6. Documentation of State Licensure.

- a. No cannabis establishment shall acquire, possess, store, deliver transfer, transport, supply or dispense cannabis, cannabis products, paraphernalia without providing documentation of licensure from the State of South Dakota.

7. The zoning official is authorized to issue permits (building/use) for cannabis establishments subject to following:

- a. Submission of a site plan containing the following:
 - i. Any information required for applicable building permit,
 - ii. Ingress and egress plan
 - iii. Parking plan
 - iv. Lighting plan (including security lighting)

v. Screening/security fencing plan

vi. Refuse plan;

vii. Hours of Operation;

viii. Any other information as lawfully may be required by the Zoning official to determine compliance with this ordinance

b. Documentation of ability to meet setback/separation requirements.

c. Documentation of State Licensure.

8. All Cannabis Establishments are required to be constructed in conformance with the 2021 Edition of the International Building Code and International Fire Code.

BE IT FURTHER ORDAINED by the City Commission of the City of Madison, South Dakota: that Article V, “DEFINITIONS” adopted by Ordinance 1481 on 8-24-2009, as amended, of the Zoning Ordinance of the City of Madison be amended by adding the following Definitions in bold and underline font:

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Dated this __ day of April, 2022.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

1st Reading: April 4, 2022
2nd Reading: April 18, 2022
Published:
Effective:

RESOLUTION NO. 2022-18

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2022

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That Section B & C of Resolution 2021-29 adopted on November 22, 2021 is amended as follows:

Dated this _____ day of April, 2022.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION B

GRADE ASSIGNMENT/SALARY FOR FULL-TIME EXEMPT POSITIONS

<u>Parks</u>	<u>Grade</u>
Superintendent – Parks	19
<u>Electric</u>	<u>Grade</u>
Superintendent – Electric	23
<u>Utilities</u>	<u>Grade</u>
Superintendent - Plants	21
Superintendent - Distribution & Collection	21
GIS & Project Engineer	20
Utility Services Coordinator	18
<u>Community Center</u>	<u>Grade/Salary</u>
Assistant Director	17
Aquatics Coordinator	14
Recreation/Intramurals Coordinator	12
Fitness & Special Events Coordinator	12
Fitness Coordinator	12 + commission

BENEFITS FOR SECTION B

- 1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 2) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 3) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 6%.
- 5) Health Insurance – single \$582.34 per month; employee + one \$1,014.06 per month; employee + children \$1,146.22 per month; family \$1,191.86 per month (city benefit towards premium).
- 6) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 8) Life Insurance – \$30,000 term policy.
- 9) Flexible Benefits Plan – healthcare and dependent care options.
- 10) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot Allowance – \$150.00 annually with PR#1 to safety sensitive, Utilities.

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

<u>Finance</u>	<u>Grade</u>
Finance Assistant	12
Utility Clerk	12
<u>Human Resources</u>	<u>Grade</u>
Human Resources Assistant	15
<u>Engineer & Community Development</u>	<u>Grade</u>
Building Official/Code Enforcement Officer	19
Engineering Technician	16
Administrative Assistant	12
<u>Police</u>	<u>Grade</u>
Police Sergeant - Patrol	19
Police Sergeant - CID	19
Senior Police Officer	17
Police Officer	16
Administrative Assistant	12
<u>Library</u>	<u>Grade</u>
Systems Librarian	13
Children's Librarian	13
Library Assistant II	10
Library Assistant I	9
<u>Community Center</u>	<u>Grade</u>
Youth Coordinator	10

BENEFITS FOR SECTION C

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 1) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 8% for Police Sergeants and Officers. 6% all others.
- 5) Health Insurance – single \$582.34 per month; employee + one \$1,014.06 per month; employee + children \$1,146.22 per month; family \$1,191.86 per month (city benefit towards premium).
- 6) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 8) Life Insurance – \$30,000 term policy.
- 9) Flexible Benefits Plan – healthcare and dependent care options.
- 10) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot Allowance – \$150.00 annually with PR#1 to safety sensitive, Engineer and Police.
- 13) Shift Differential – Weekday Night and Weekend Night 5pm –7 am \$2.00 (Police Dept Only)
- 14) Shift Differential – Weekend Day 7am – 5pm \$1.50 (Police Dept Only)

RESOLUTION NO. 2022-19

A RESOLUTION TO CANVASS THE VOTES OF A MUNICIPAL ELECTION

WHEREAS, there was held in the City of Madison, South Dakota, on April 12, 2022 a municipal election for the purpose of electing one three-year term for Mayor of said City; and

WHEREAS, at said election the total number of votes cast for Commissioner were as follows:

	<u>Marshall Dennert</u>	<u>Roy J. Lindsay</u>
Board 1	209	414
Board 2	191	389
Total	400	803

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That it is hereby found, determined and declared that said election was in all respects duly and legally called and held and the returns thereof have been duly canvassed with Roy J. Lindsay having received the majority of all votes cast therefore has been duly elected to the office of Mayor for a term of three years.

We, Commissioners Corbin, Dybdahl, Shaw and Wire, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of City of Madison for the Municipal election held on the 12th day of April, 2022 hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of City of Madison at the election as shown by the returns certified to the person in charge of the election.

Dated this ___ day of April, 2022.

CITY OF MADISON

/s/Jeremiah Corbin
Commissioner

/s/Kelly Dybdahl
Commissioner

/s/Jerae Wire
Commissioner

/s/Adam Shaw
Commissioner

ATTEST: /s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

CITY OF MADISON, SOUTH DAKOTA
116 West Center Street
Madison, SD 57042

PETITION FOR VOLUNTARY ANNEXATION

We, the undersigned, hereby state that we constitute not less than three-fourths of the legal voters and further constitute the owners of not less than three-fourths in value of the within-described territory contiguous to the City of Madison. We hereby petition the City Commission of the City of Madison to annex the following described territory pursuant to SDCL 9-4-1:

Legal description of property to be annexed: _____

Lot 5 of Schultz' Addition in the N ½ of Section 1S_Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota

Proposed land use (zoning) of property to be annexed: _____ Sr. Living Facility _____

Petitioner name: _____ Terry Schultz _____ Date: 4/12/2022

Petitioner address: 45485 234th Street
Madison S.D. 57042

Signatures:

Terry Schultz

Date Received: 4-12-22

Signature of Recipient Jameson Berreth

Recipient Print Name: Jameson Berreth

RESOLUTION NO. 2022-20

A RESOLUTION EXTENDING THE BOUNDARIES OF THE CITY OF MADISON BY ANNEXING THE WITHIN DESCRIBED TERRITORY AND SETTING FORTH THE SCHEDULE AND COSTS PROVIDING SERVICE THERETO

WHEREAS, the Board of Commissioners of the City of Madison has received a series of written petitions from the voters and landowners of the territory hereinafter described requesting an annexation to the municipality of the City of Madison; and

WHEREAS, the petitions are signed by not less than 3/4ths of the registered voters and by the owners of not less than 3/4ths of a value of the territory seeking annexation; and

WHEREAS, the territory seeking annexation is contiguous with the City of Madison;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That the City of Madison hereby annexes the following described territory:

LOT 5 OF SCHULTZ'S ADDITION IN THE NORTH HALF (N 1/2) OF SECTION EIGHTEEN (18), TOWNSHIP ONE HUNDRED SIX NORTH (106N), RANGE FIFTY-TWO (52), WEST OF THE 5th P.M., LAKE COUNTY, SOUTH DAKOTA and the right-of-way immediately to the west of and adjacent to said described real estate.

BE IT FURTHER RESOLVED THAT THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA DETERMINES:

I.

That ample and suitable resources exist to accommodate the orderly growth and development of said territory and that municipal utilities and a major street network are, considered in terms of the boundary extension.

II.

The following is a definite timetable upon which municipal services will be extended into said territory:

TIMETABLE

1. GENERAL SERVICES - All services provided by the City, except as set forth below, will be provided to the annexed area on the same basis such services are provided to the rest of the City upon annexation.

2. POLICE - All services provided by the Madison Police Department will be extended to the annexed area on the same basis such services are provided to the rest of the City. Police services will be provided by existing personnel with no anticipation of hiring of additional personnel in the department solely due to the annexation of this territory.

3. FIRE - Until completion of new water mains, fire protection will be provided upon the same basis as currently provided to other areas of town where water mains do not exist. Upon completion of the new water mains and fire hydrants all services provided by the Madison Fire Department will be extended to the annexed area. Fire services will be provided by the existing volunteer fire department under the auspicious authority of the City of Madison.

4. WATER SERVICE - Water service, substantially equivalent in standard and scope to such service provided to the rest of the City will be made available to the annexed area, on the following basis:

(a) Water main extension will be constructed by developers as future development takes place or by private parties constructing such extensions after notice and approval by the City in compliance with the City standards, or by the City under a resolution of necessity therefore.

5. SEWER SERVICE - Sewer service, substantially equivalent in standard and scope to such service provided to the rest of the City, will be made available to the annexed area on the following basis:

(a) Sewer system extension will be constructed by the developers as future development takes place, by private parties constructing such extensions after notice and approval by the City in compliance with the City standards, or by the City under a resolution of necessity therefore.

6. ELECTRICITY - Electrical service, substantially equivalent in standard and scope to such services provided to the City made available to the annexed area on the following basis:

(a) Those customers presently being served by Sioux Valley Southwestern Electric Association a/k/a Sioux Valley will continue to be served by Sioux Valley at Sioux Valley rates until conversion to the City system, which is estimated to take place within one year following annexation. The City of Madison, via the Electric Fund, shall pay a statutory surcharge to Sioux Valley in conformance with South Dakota law. Unless the seven year period is otherwise shortened in conformance with South Dakota law, the surcharge shall continue for seven (7) years from imposition of the surcharge.

(b) After the expiration of the above referenced period those customers shall be served with same service and at same rate as the balance of the City.

(c) Any new construction in the Sioux Valley service territory or in the annexed territory previously served by Sioux Valley will pay the City's electrical rate and the City of Madison, via the Electric Funds, shall pay a statutory surcharge to Sioux Valley in conformance with South Dakota law. The surcharge shall continue for any remaining portion of the above referenced period established in Subsection (a).

7. **STREETS** - Street maintenance, sweeping, snow removal and roadside mowing shall be provided for existing public streets within the annexed area on the same basis as such services are provided to the rest of the City.

(a) Improvement of roads, lighting and sidewalk shall be done on the same basis and criteria as similar improvements within the City. Depending on the project, residents within the territory may be required to participate by special assessment on share basis as other impacted areas of the City.

(b) In order for some improvements to be made it may be necessary for residents to grant roadway right of way and/or easements.

(c) Street lighting generally is not provided on gravel or unimproved streets. Street lighting will be provided in accordance with criteria generally employed throughout the City and with due consideration of the wishes of the residents.

8. **SOLID WASTE COLLECTION AND DISPOSAL** - Collection of solid waste and disposal, substantially equivalent in standard, scope and cost as such services is provided to the balance of the City.

9. **PARKS AND RECREATION** - All services provided by the Parks and Recreation Department will be made available to residents of the annexed territory on the same basis such services are provided to the rest of the City.

10. **LIBRARY** - All services provided by the City shall be made available to the residents of the annexed territory on the same basis such services are provided to the rest of the City.

11. **STORM DRAINAGE** - It will be necessary for the developer to provide for culverts, storm sewers, catch basins, stormwater detention facilities and drainage easements across private land as required by the City.

(a) Storm drainage facilities will be constructed by the developer as future development takes place in accordance with the development drainage plans subject to final approval by the City.

(b) Costs for constructing storm drainage improvements/facilities will be paid directly by the developer. The developer shall be responsible for the design of the storm drainage improvements subject to the approval of the City. Said design shall be coordinated with and be in conformance with any City independent master drainage plan study.

(c) Maintenance of the detention pond facilities shall be the responsibility of the developer. The developer shall provide suitable means for access to all drainage facilities subject to the approval of the City.

III.

That the approximate costs of the extended service to the residents of said territory and to the City are as follows:

APPROXIMATE COSTS

1. GENERAL SERVICES - All services as set forth in Paragraph II of the Timetable will be provided to the annexed area at the first year costs as indicated below; provided, however, that the use of services requiring the payment of fees shall be provided in return for payment of such fees in accordance with the applicable ordinances and regulations.

2. ADMINISTRATIVE SERVICES - It is anticipated no or minimal additional costs will be incurred by the City in providing services through the general fund in such areas as finance office, engineering, fire, library, police, street and parks.

3. WATER - The City's water system is operated on an enterprise fund basis; i.e., the revenue produced from water service charges are used to provide water supply and to maintain the system. The cost, not including costs to be assessed as set forth below, to the residents of the annexed area and other water users for supply and system maintenance would be the monthly water service charges prescribed by ordinance for users of the system. The cost to the City for any given period is necessarily speculative but in the long run would be roughly equivalent to the revenue generated from water service charges. Revenues and expenditures associated with the annexed area would not be separated from the enterprise fund for the entire system.

Costs for constructing additions to the City's water system will be assessed according to law, constructed by the City, will be paid by the developer or other persons constructing such additions. All related water extension costs are to be borne by the developer as the property is developed in accordance with the plans and specifications subject to the approval of the City.

4. SEWER - The City's sewer system is operated on an enterprise fund basis; i.e., the revenue produced from water service charges are used to provide sewer supply and to maintain the system. The cost, not including costs to be assessed as set forth below, to the residents of the annexed area and other sewer users for sewer supply and system maintenance would be the sewer service charges prescribed by ordinance for users of the system. The cost to the City for any given period is necessarily speculative but in the long run would be roughly equivalent to the revenue generated from sewer service charges. Revenues and expenditures associated with the annexed area would not be separated from the enterprise fund for the entire system.

Costs for constructing additions to the City's sewer system will be assessed according to law, constructed by the City, will be paid by the developer or other persons constructing such additions. All related water extension costs are to be borne by the developer as the property is developed in accordance with the plans and specifications subject to the approval of the City.

5. SOLID WASTE COLLECTION AND DISPOSAL - The City's solid waste collection system is operated on an enterprise fund basis. The sanitation system serves only residential occupancies. The annexed area is included in the service area and the cost to the residents will be the garbage service charge prescribed by residents. As City is not providing commercial collection system and the exclusive use of the property is commercial solid waste collection will be the responsibility of the property owners.

The rates for garbage collection and disposal service are designed to be roughly equivalent to the long-run cost to the City of providing such service.

The cost of providing use of the City's landfill is on the basis of the cost to other City residents.

6. PARKS AND RECREATION - All existing services provided by the Parks and Recreation Department will be provided to the residents of the annexed territory on the same basis as to other City residents.

7. PUBLIC LIBRARY - All services provided by the City will be provided to the residents of the annexed area on basis as to other City residents.

8. UTILITY HOOKUPS - New customers, subject to approval of the City Commission, may be allowed to connect to utilities lines/mains upon payment of any required hookup fees or charges.

9. SALES TAX- The annexed territory shall be subject to sales tax on the same basis and terms as the balance of the City.

10. MISCELLANEOUS SERVICES - The foregoing notwithstanding, the residents of the annexed area will be subject to all of the various fees and charges provided by ordinance, regulations, or administrative action for numerous services provided by the City. The incidence of such charges is highly speculative and largely within the choice of the person to be charged. Examples of such charges range from building permit fees, to library book fines, from copy charges to charges for swimming pool passes.

IV.

The estimated difference in tax assessment rate for the residents of said territory is as follows:

For property within the annexed area, based upon current mill levies property taxes would be increased approximately 6.241 mills.

V.

That exclusions or irregularities in boundary lines are not the result of arbitrariness but are based upon existing City limit lines, existing features, existing property boundaries, existing occupancies and uses and upon the petition of the legal voters and landowners.

VI.

That there is reasonable present and demonstrable future needs for annexing said territory.

VII.

That population and census data indicate that the City has and may experience growth or development beyond its present boundaries.

VIII.

That there exists a community of interest between the within described territory and the existing City of Madison.

IX.

That there are no significant physical barriers between the within described territory and the existing City of Madison.

X.

That annexation of the within described territory of the City of Madison will result in a more compact, integrated entity.

XI.

This resolution is based upon the petition previously set forth.

Dated this _____, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Published once at the approximate cost of \$_____.

Date of Issuance: 4/6/2022	Effective Date: 4/11/2022
Owner: City of Madison	Owner's Contract No.:
Contractor: Halme, Inc.	Contractor's Project No.:
Engineer: Banner Associates, Inc.	Engineer's Project No.: 22831.00
Project: Madison Water System Improvements Phase 2A	Contract Name: Bid Sched 1

The Contract is modified as follows upon execution of this Change Order:

Description:

-Increase quantity of remove asphalt concrete pavement by 2,718 SY for removal of surfacing on NE 8th ST. from Egan Ave to Lee Ave.

This surfacing removal was scheduled to be reclaimed but has been determined that conventional removal will be necessary.

-Decrease quantity of Full Depth Reclamation and Salvage and Stockpile Asphalt Mix and Granular Base Course by 2,718 SY.

Attachments: Memo, Plan Sheet H-7 & H-8

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>5,949,410.75</u>	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>55,916.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>6,005,327.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>10,872.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>6,016,199.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>		Title: _____		
Date: _____	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



MEMO

TO	City of Madison	
DATE	April 6, 2022	
SUBJECT	NE 8 th Street Surface Removals	
PROJECT	Madison Water System Improvements – Phase 2A	BAI No. 22831.00

THE FOLLOWING IS A RECOMMENDED CHANGE IN WORK ON THE PROJECT:

EXISTING SURFACING ON NE 8TH STREET BETWEEN EGAN AVENUE AND LEE AVENUE HAS BEEN IDENTIFIED TO CONSIST OF 6" CONCRETE WITH A 3" ASPHALT OVERLAY. THE ORIGINAL PROJECT SCOPE CALLS FOR FULL DEPTH RECLAMATION OF THE EXISTING SURFACING ON THIS ROADWAY SEGMENT. DUE TO THE PRESENCE OF CONCRETE, THE CONVENTIONAL METHODS OF SURFACING REMOVAL WILL BE NECESSARY. THE PROPOSED CHANGE WILL INCREASE QUANTITY OF THE "REMOVE ASPHALT CONCRETE" BID ITEM AND REDUCE QUANTITY OF THE "FULL DEPTH RECLAMATION" AND "SALVAGE AND STOCKPILE ASPHALT MIX AND GRANULAR BASE COURSE" BID ITEMS.

QUANTITY CHANGES WILL RESULT IN THE FOLLOWING PRICE ADJUSTMENTS:

INCREASE QUANTITY OF EXISTING BID ITEMS:

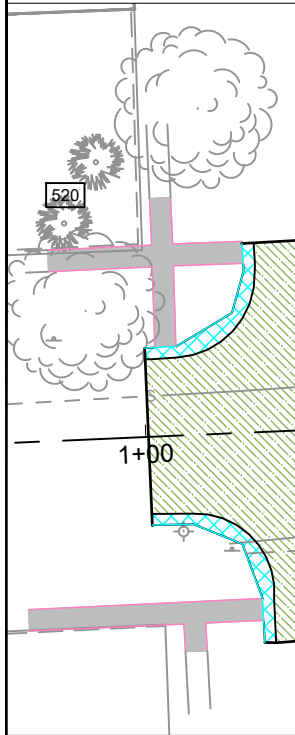
DESCRIPTION	ITEM QUANTITY	UNITS	UNIT PRICE	TOTAL VALUE
REMOVE ASPHALT CONCRETE PAVEMENT	2,718	SY	\$7.00	\$19,026.00
TOTAL =				\$19,026.00

REDUCE QUANTITY OF EXISTING BID ITEMS

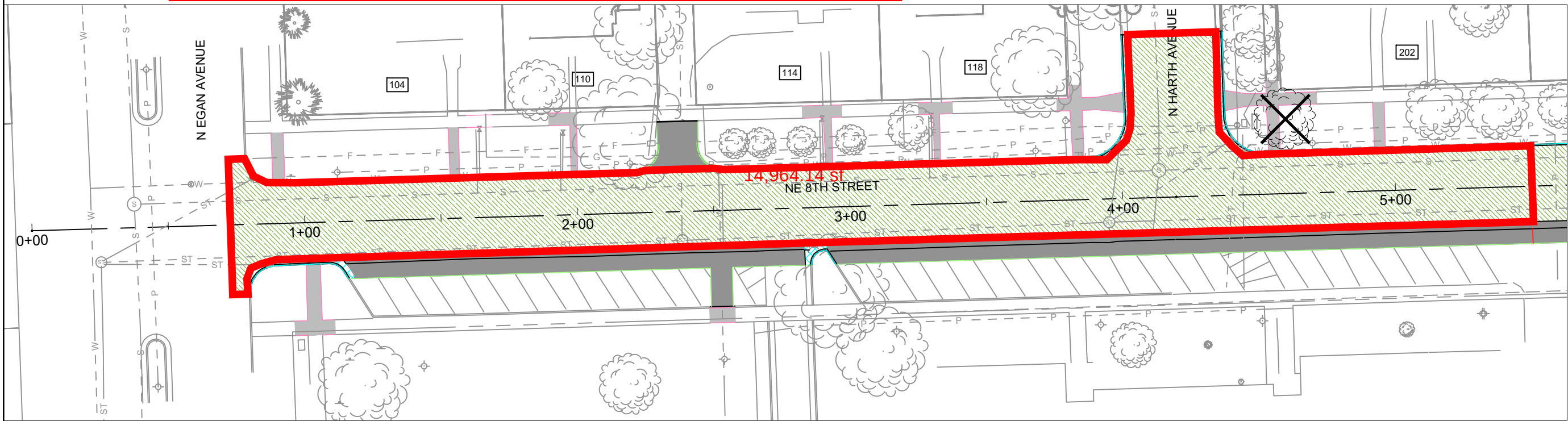
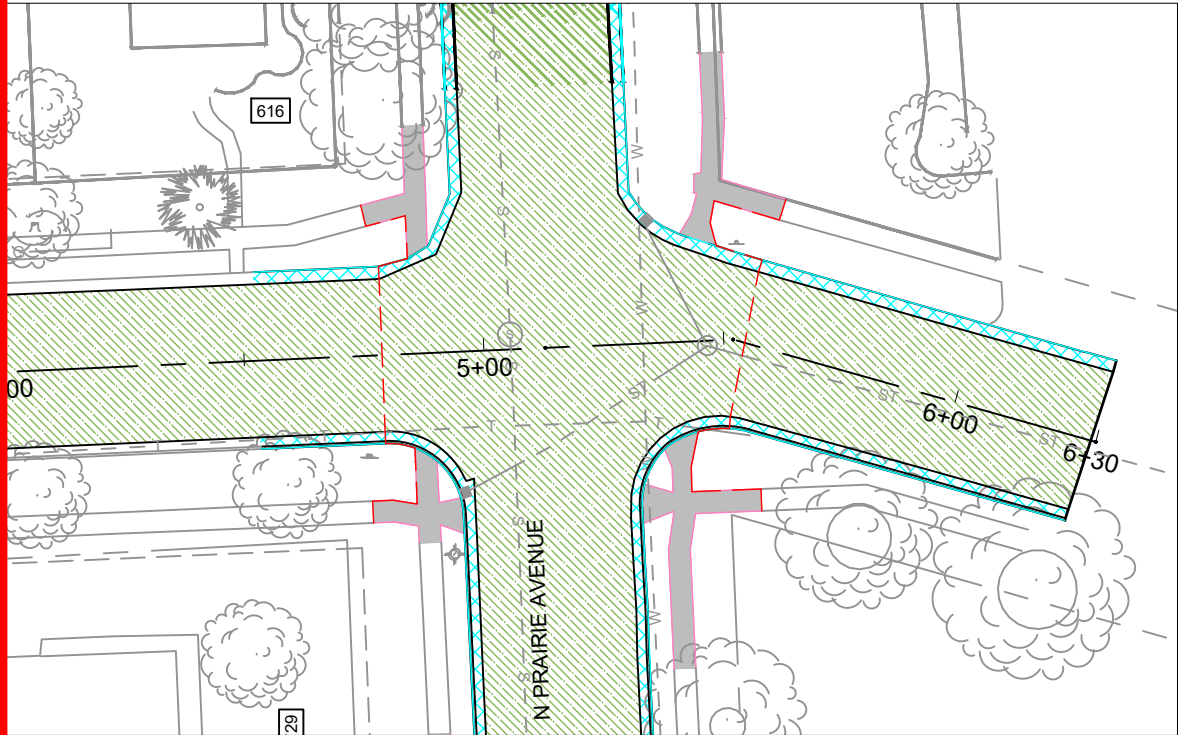
DESCRIPTION	ITEM QUANTITY	UNITS	UNIT PRICE	TOTAL VALUE
FULL DEPTH RECLAMATION	2,718	SY	\$1.00	\$2,718.00
SALVAGE AND STOCKPILE ASPHALT MIX AND GRANULAR BASE COURSE	2,718	SY	\$2.00	\$5,436.00
TOTAL =				\$8,154.00
NET =				\$10,872.00

PREPARED BY _____

Weston J. Blasius



Increase Quantity of Existing Bid Items:				
Description	Item Quantity	Units	Unit Price	Total Value
Remove Asphalt Concrete Pavement	2,718	SY	\$7.00	\$19,026.00
Total =				\$19,026.00
Reduce Quantity of Existing Bid Items				
Description	Item Quantity	Units	Unit Price	Total Value
Full Depth Reclamation	2,718	SY	\$1.00	\$2,718.00
Salvage and Stockpile Asphalt Mix and Granular Base Course	2,718	SY	\$2.00	\$5,436.00
Total =				\$8,154.00
Net =				\$10,872.00



REMOVAL LEGEND

	REMOVAL OF ASPHALT CONCRETE PAVEMENT		REMOVAL OF CONCRETE STAIRS
	REMOVAL OF CONCRETE SIDEWALK		MATCH LINE FOR QUANTITIES
	REMOVAL OF CONCRETE PAVEMENT	TT	TREE TRIMMING
	REMOVAL OF CONCRETE CURB CURB & GUTTER	RG	ROOT GRINDING
	FULL DEPTH RECLAMATION		

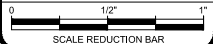
QUANTITIES

- 719 LF - REMOVE CONCRETE CURB & GUTTER
- 485 SY - REMOVE CONCRETE PAVEMENT
- 263 SY - REMOVE CONCRETE SIDEWALK
- 332 LF - SAW EXISTING ASPHALT
- 715 LF - SAW EXISTING PCC CONCRETE
- 3390 SY - FULL DEPTH RECLAMATION
- 1564 CY - UNCLASSIFIED EXCAVATION
- 3670 SY - SCARIFY AND RECOMPACT SUBGRADE
- 420 SY - GEOTEXTILE FABRIC FOR SUBGRADE STABILIZATION
- 1 EA - CLEAR AND GRUB TREE
- 5 EA - SALVAGE TRAFFIC SIGN FOR RESET

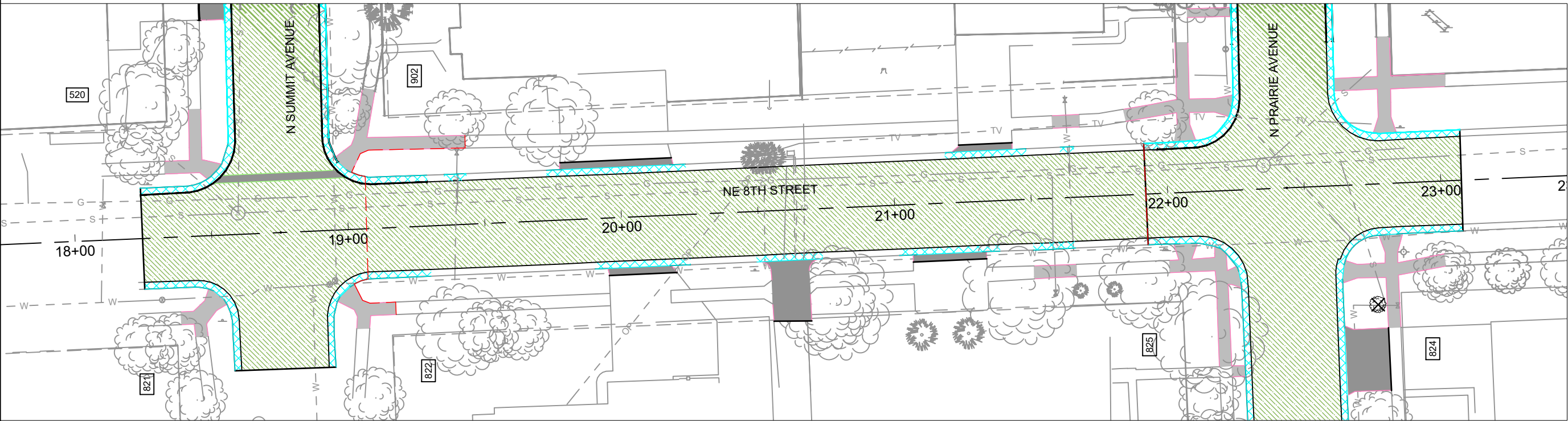
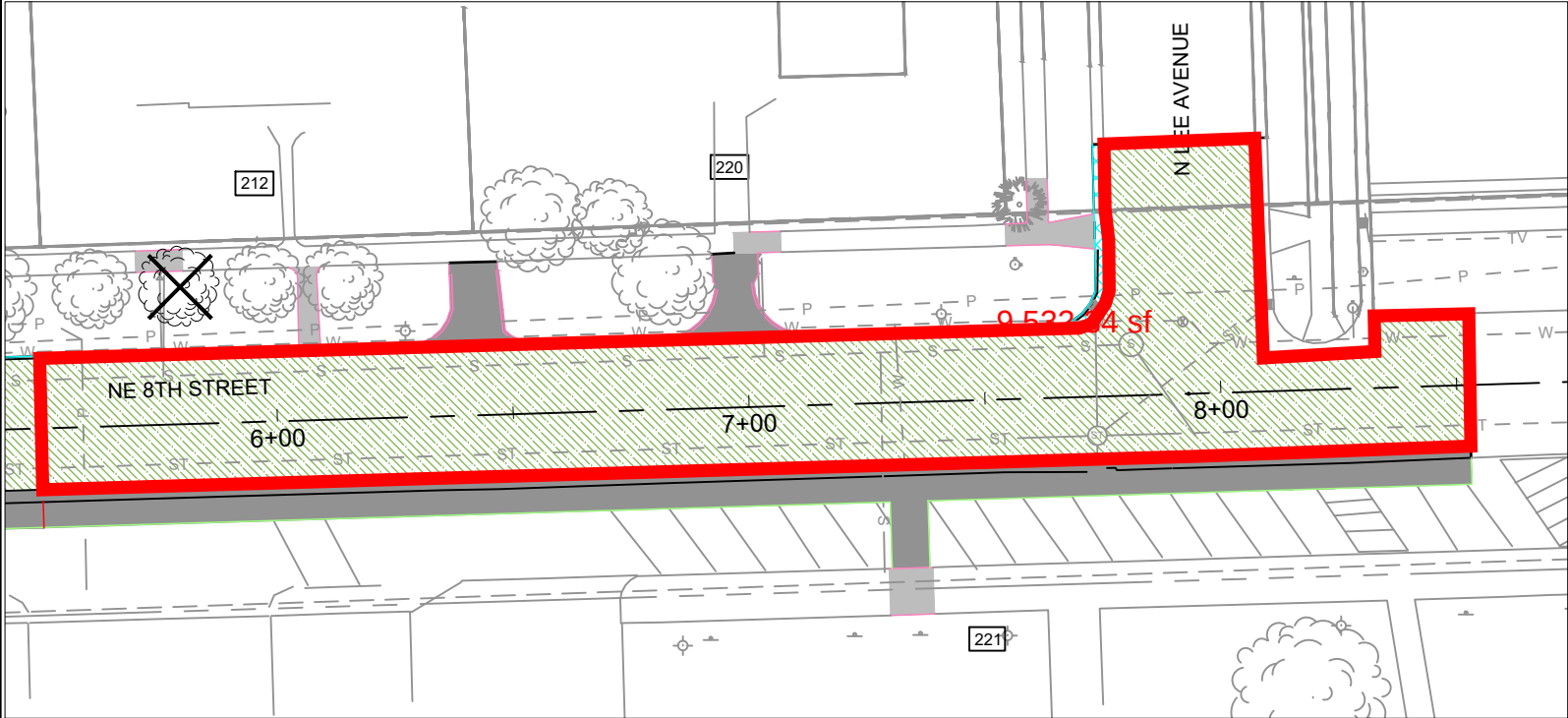
PROJECT / SHEET TITLE:
MADISON WATER SYSTEM IMPROVEMENTS PHASE 2 - BASE BID A
NE 7TH 1+00 TO 6+30 & NE 8TH 0+00 TO 5+50 REMOVALS



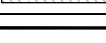
JOB No.: 22831.00
DATE: MARCH 2021
DESIGNED BY: WJB
CHECKED BY: NCE
DRAWN BY: CKM



SHEET No.:
H-7



REMOVAL LEGEND

	REMOVAL OF ASPHALT CONCRETE PAVEMENT		REMOVAL OF CONCRETE STAIRS
	REMOVAL OF CONCRETE SIDEWALK		MATCH LINE FOR QUANTITIES
	REMOVAL OF CONCRETE PAVEMENT	TT	TREE TRIMMING
	REMOVAL OF CONCRETE CURB CURB & GUTTER	RG	ROOT GRINDING
	FULL DEPTH RECLAMATION		

QUANTITIES

- 286 LF - REMOVE CONCRETE CURB & GUTTER
- 382 SY - REMOVE CONCRETE PAVEMENT
- 46 SY - REMOVE CONCRETE SIDEWALK
- 64 LF - SAW EXISTING ASPHALT
- 523 LF - SAW EXISTING PCC CONCRETE
- 2040 SY - FULL DEPTH RECLAMATION
- 884 CY - UNCLASSIFIED EXCAVATION
- 2160 SY - SCARIFY AND RECOMPACT SUBGRADE
- 1 EA - SALVAGE TRAFFIC SIGN FOR RESET

PROJECT / SHEET TITLE:
MADISON WATER SYSTEM IMPROVEMENTS PHASE 2 - BASE BID A
NE 8TH ST. REMOVALS STA 5+50 TO STA 23+50



JOB No.: 22831.00
DATE: MARCH 2021
DESIGNED BY: WJB
CHECKED BY: NCE
DRAWN BY: CKM



SHEET No.:
H-8



17959 SD Hwy 15
Clear Lake, SD 57226-5409

Tel: (605) 956-8142
www.flowcontrolautomation.com

Quotation

Company: Madison, SD
Contact Name: Brad Lawrence
Contact Email: electric@cityofmadisonsd.com

Quote #: Q1282
Date: 3/28/2022

Sales Rep: Joel Morgan

Project RE: Syrinix Pressure Monitoring - Network Calming Proposal

Expires	Terms	Lead Time	FOB	Freight
5/15/2022	Net 30	2-3 weeks ARO	Factory	Allowed

Quantity	Item	Description	Rate	Extended Total
1	NIVSP	Syrinx PipeMinder-One system per attached Syrinix proposal. Proposal includes: Qty-11 PipeMinder-One 4G unit (Internal Sensor) (P/N 102317) w/ connecting hose, hose adaptor Qty-11 Whip antenna (P/N 102243); Other styles and types available Qty-11 Joystick type, magnetic mount antenna, SMA (2m lead); (P/N 102589) Qty-11 Lithium Battery (14.4V, 34AHr, 2M lead); (P/N 102642) Qty-11 12-month Low volume PAYG data plan (30MB per month) for PipeMinder-One sensors (P/N SIM12L) Qty-11 12-month RADAR account subscription (P/N RDR12PMSCH) 1 Lot Advanced Deployment Recommendations - including Review, GIS Integration information, deployment plan advice & full detailed report at the end of project.	\$34,550.00	\$34,550.00

Quantity	Item	Description	Rate	Extended Total
	NOTE	NOTES: 1. Battery Life - Expected 36 month life with setup as follows: 4 Daily Summary, 2 transients, 2 x 2 min Acoustic Per Day, Solid 4G connection and good GPS. 2. Annual PipeMinder Data Plan & RADAR subscription fee is \$615 per PipeMinder-One unit. Fee to be collected in 1 annual payment prior to the end of the 12-month period. 3. SIMs provided by Syrinix use a shared data allowance to reduce the risk of additional data fees should one device exceed the monthly data allowance. Syrinix reserves the right, however, to apply an over usage charge of \$0.35 per 1MB will be applied should the 30MB be exceeded. Please note that where RADAR or other subscription product is used beyond the subscribed for period, the customer will be liable for that usage at the price notified for that period (or if none, the price applicable at the time). 4. It is recommended that the network signal strength is evaluated before installation. If PIPEMINDER ONE units are to be deployed in areas of weak signal strength from the relevant mobile network provider, please consult with Syrinix to ensure the appropriate antenna is sourced. 5. After discussion and further deployment evaluation, this revised quote includes the addition of (6) units to cover the south part of the City. NOTE: This south part of the City requires more units due to the increased size of this 2nd area.		

		Subtotal	\$34,550.00
		Tax0	\$0.00
		Total	\$34,550.00

Subject to Flow Control Automation Standard Terms & Conditions
Quote does NOT include any taxes unless specifically stated
Credit Card orders subject to a 3.0% processing fee

Please send Purchase Order to: orders@flowcontrolautomation.com

Thank you for giving us the opportunity to provide this quote!



Syrinix

PROPOSAL

for the Supply of the PIPEMINDER ONE (INTERNAL SENSOR)

Prepared for:

Joel Morgan

Flow Control Automation

Quote Ref: US/City Of Madison/Network Calming

Date: Mar 9, 2022

Created By:

BillKelly

bill.kelly@syrinix.com

1. Background and Overview

PEPEMINDER ONE is the next step in transforming utilities' ability to track and trace events on supply pipelines. It delivers high definition pressure data each day every day, for a lower total cost of ownership as well as immediate alerts of happenings on the monitored supply pipeline.

This innovative solution provides network operators with the tools they need to minimise risk, save time, reduce operational costs and dramatically improve the durability and working lifetime of key pipeline installations and assets.



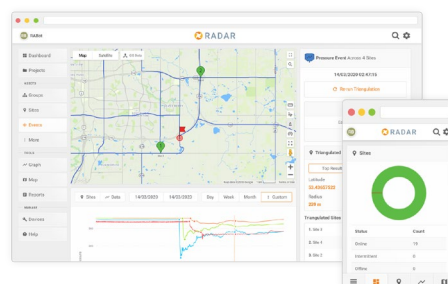
PEPEMINDER ONE with internal sensor

Applying Syrinix's IP-protected and highly configurable "S3" methodology as a measure of damaging activity on the network, PIPEMINDER ONE units:

- can be installed on supply pipelines of all diameters for either permanent or temporary monitoring;
- alert users to potentially damaging pressure events, including from high frequency oscillations even when the absolute pressure does not rise to an excessive level;
- capture and report on very short-duration events missed by lower sampling rates;
- applying precision time-stamping, even when out of sight of GPS, allow for pressure events to be tracked as they move through the network, aiding event source-locating as well.

Paired with RADAR, Syrinix's secure cloud-based platform, PIPEMINDER ONE reporting has been designed to focus on key information whilst avoiding data-overload for users by transmitting:

- immediate notifications of potentially damaging events, with high resolution data immediately uploaded for user viewing from the period before, during and after the event;
- up to 96x daily uploads of the maximum, minimum and mean pressures and maximum S3 score (for each 1-minute or 15-minute period as required) all calculated from the pressure continuously recorded at 128 samples/second.



The RADAR system also allows for the full interactive management of devices including remote configuration, location tracking via Google Maps,

multi-unit visualization, status alerts and updates, and advanced data analysis. Set up via RADAR, extensive automated data export functionality is available via API including to client SCADA systems.

With data and alerts displayed via RADAR, PIPEMINDER ONE units can also be connected to one or other of:

- flow meters to provide flow reporting at 1 sample/second alongside pressure reporting
- water quality sensors

PEMINDER ONE has been designed for longevity, with rechargeable batteries and other battery options available, upgradeable antenna options and over the air remote firmware upgrades ensuring that, once deployed, utilities can leave units in-situ.

2. Technical Specification

General	
Functions	- Real time pressure transient monitoring - Burst event data (in conjunction with Flow meter) - Analytic functions when used with Syrinix RADAR
Interface (Via RADAR)	- Remote managed alerts (SMS, Email) - SCADA integration - API access
SIM Card	- Integral Emnify eSIM - Mini-SIM back up available
Cellular	4G Cat1 LTE Worldwide 3G/2G Fallback
Sample rates	- Pressure 128S/s - Summary data 1 s/min or 1 s/15 min
Pressure Transducer Type	Internal
Pressure Range	0-20 Bar Absolute
Pressure accuracy	0.25%
Temperature Range	-4°F to +140°F (see frost protection below)
Connection	21KA (coiled hose supplied (NB see frost protection below)) - Hydrant cap inc 21KA connection (optional) - Alternative connections available on request
Control Unit	
Enclosure	Housing: Acetal
Dimensions	105mm x 40mm
Weight	0.4kg
Environmental rating	IP68
Antenna (varying lengths available)	- External 4G with SMA connection (various options available) - Internal GPS

12.8V 22.2Ahr Rechargeable Battery (Optional)	
Type	Rechargeable Lithium Iron Phosphate
Voltage / Capacity	12.8V 22.2Ahr
Enclosure	Enclosure: ABS
Environmental Rating	IP68
Dimensions	206mm x 89mm x 115mm
Weight	3kg

Please note that battery life between charges / replacement is dependent on the ambient temperature, cellular signal quality and standard operating use.

PIPEMINDER ONE can be configured to undertake a number of "event" and "daily log" retries should communication fail on the first attempt. Please note that these will reduce the battery life between charges as will setting a high level of resends or requesting a very sensitive level for event communications.

Please note that the S3 sensitivity score should be configured by the utility once the PIPEMINDER ONE has been installed for a few days. Setting the S3 too low may result in transients being continuously detected each day, with high sample data reported, which can significantly reduce battery life between charges.

Battery performance will also be reduced in areas of poor signal strength, a CSQ score of below 8, or if the unit is left powered on with a damaged or disconnected antenna as the device will by default use more power to achieve successful communication. Battery life between charges will also be impacted if the device is subjected to more extreme environmental temperatures for extended periods of time, such as < 32°F or > 104°F.

In case of any doubt as to the impact of specific actions on battery life please contact Syrinix for further information.

Data is collected and stored under the following conditions:

- High sample rate pressure data (128 S/s): collected continuously and transmitted by exception. The pressure and (if applicable) flow data uploaded to RADAR is stored for a period of 3 years unless otherwise agreed. Data is locally stored on device for 30 days.
- 15 and 1 minute summary data: collected continuously and transmitted up to 96 times a day. The pressure and (if applicable) flow data uploaded to RADAR is stored for a period of 3 years unless otherwise agreed.

Please note that Syrinix reserves the right to delete data if there is a failure to maintain RADAR subscriptions. Current practice, which may be subject to change, allows 15 months before data deletion is enforced.

3. Installation Requirements

Please always refer to the technical guidance on installation for detailed information and instructions on siting, installing, commissioning and operating PIPEMINDER ONE units.

PEMINDER ONE units are typically installed either within a building on a utility site or within a chamber.

Where the PEMINDER ONE control unit and battery are mounted in a chamber, in most cases it is to the side with zip-ties to a secure location. The amount of space required for the Syrinix equipment is approximately 0.3 square metres.

Access to the water column is typically provided through a hydrant cap connected directly, or with the supplied coiled hose, to a 21kA male quick release coupling. A direct connection can be made with the 21kA male quick release coupling. Other adaptors can also be supplied for alternative connections if required.

PEMINDER ONE requires a GPS lock upon initial deployment for geo-positioning and to set the device internal clock. For applications that require continuous high accuracy time synchronization PEMINDER ONE firmware contains a Network Time Protocol that maintains the time drift to within 50 milliseconds (continuous cellular signal required).

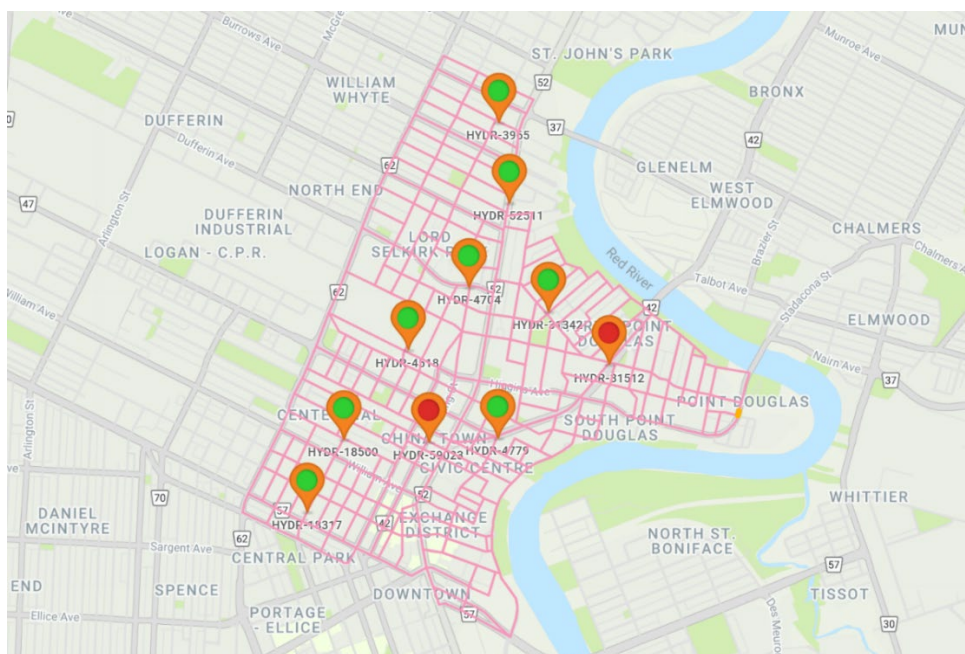
PEMINDER ONE can operate in an ambient temperature range of -4 (minus four) degrees Fahrenheit to +140 (one hundred and forty) degrees Fahrenheit though it is critical that the water column itself remains above freezing to avoid damage to the pressure sensor. Where a risk exists of the water column freezing, including where installation is undertaken by Syrinix, it remains the responsibility of the client to review the need for additional insulation/disconnection.

What we do

In order to assist with network calming, Syrinx PipeMinder-One devices can be deployed in an area of interest to locate the common causes of transients.

PipeMinder-One measures pressure at 128 samples per second (constantly) and summarises this into a 1minute summary timeseries containing minimum, mean and maximum pressures. This allows for not only transients to be captured but also overall, more gentle trends.

Alongside the summary pressure, the Syrinx Severity Score (S3) is calculated every minute. The S3 score is a measure of pressure transient activity calculated within device itself. Large changes which happen quickly result in a high score, small changes over a longer period result in a lower score and a continuously stable pressure results in a score of zero. S3 is a broad measure of transient severity and is related to the energy of the transient event. Oscillatory pressure waves, therefore, also give higher S3 scores even though their amplitude may not be as high as an impulsive event. Transmission of high sample rate (128 sample/second) transient data is triggered by high S3 scores.



When planning deployment Syrinx can help by analysing the GIS data, using in-house deployment planning tools, in order to optimise the number and position of transient monitors.

Installations are preferably long to capture as many uncommon events as possible, a month or longer ideally however a minimum of a week is required.

From this data, along with any information provided by the client, a report is then produced. This often contains:

- A review any pressure trends which have been spotted over the period
- Review common transients and expected causes spotted during the period, using our transient classification software.
- Review of common transient sources (where triangulation is possible) as a heatmap
- A list of suggested actions for the area

If multiple areas are being surveyed in the same period, a summary of all the sites can be supplied for an easier-to-digest, higher level summary of the reports.

Things we need from the client

In order to use the deployment tool and triangulation on the network, Syrinx needs:

- Pipe GIS layer (Shapefile or .kmz acceptable), which includes
 - Material name
 - Diameter (preferably in mm)
- Positions of closed valves
- Positions of pump-stations, PRVs and large customers

To help advise on deployments, Syrinx will also need to know:

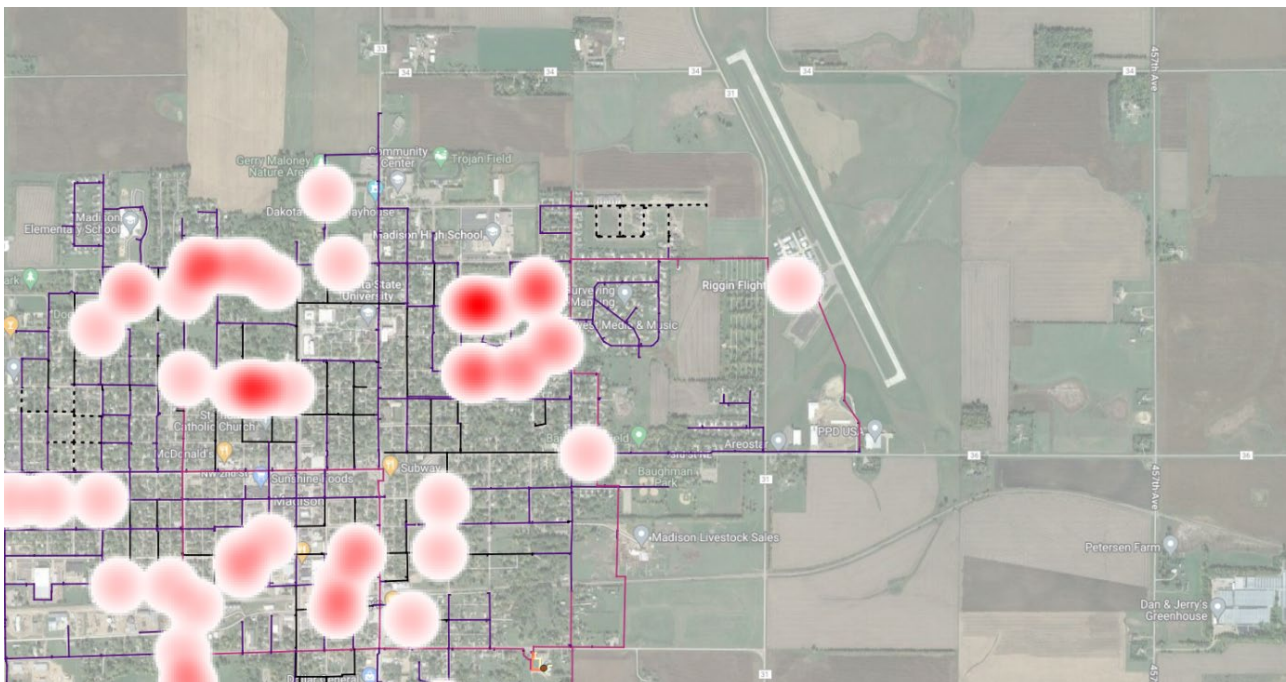
- Areas of particular interest and/or;
- Break heatmap of the area(s) in question

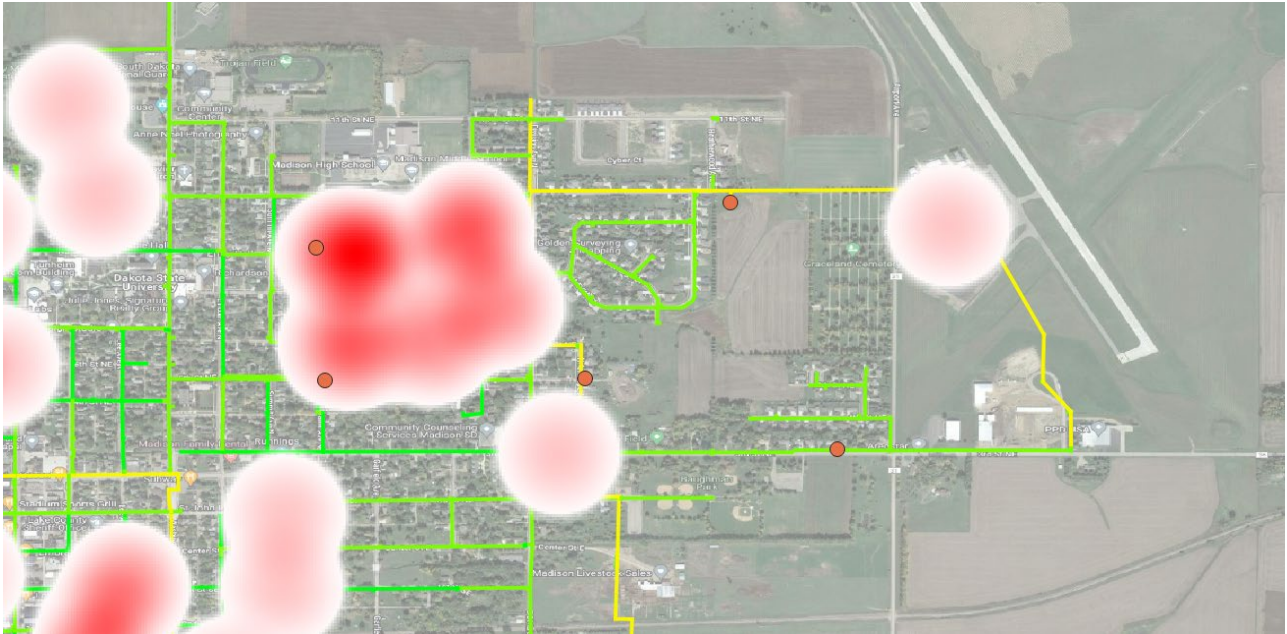
If the client would rather deploy the devices themselves, Syrinx still requires the GIS in shapefile or .kmz format to perform triangulation however transient classification is still possible without.

The heatmap can be developed by Syrinx using the location (Latitude and Longitude) of the breaks. Generally, the more breaks which can be included in the heatmap, the better the resulting analysis. The type of break, such as whether the break was due to erosion or sudden catastrophic failure for example, can also provide insight. Areas of particular interest can also provide insight into deployment locations and strategies.

Results of Data

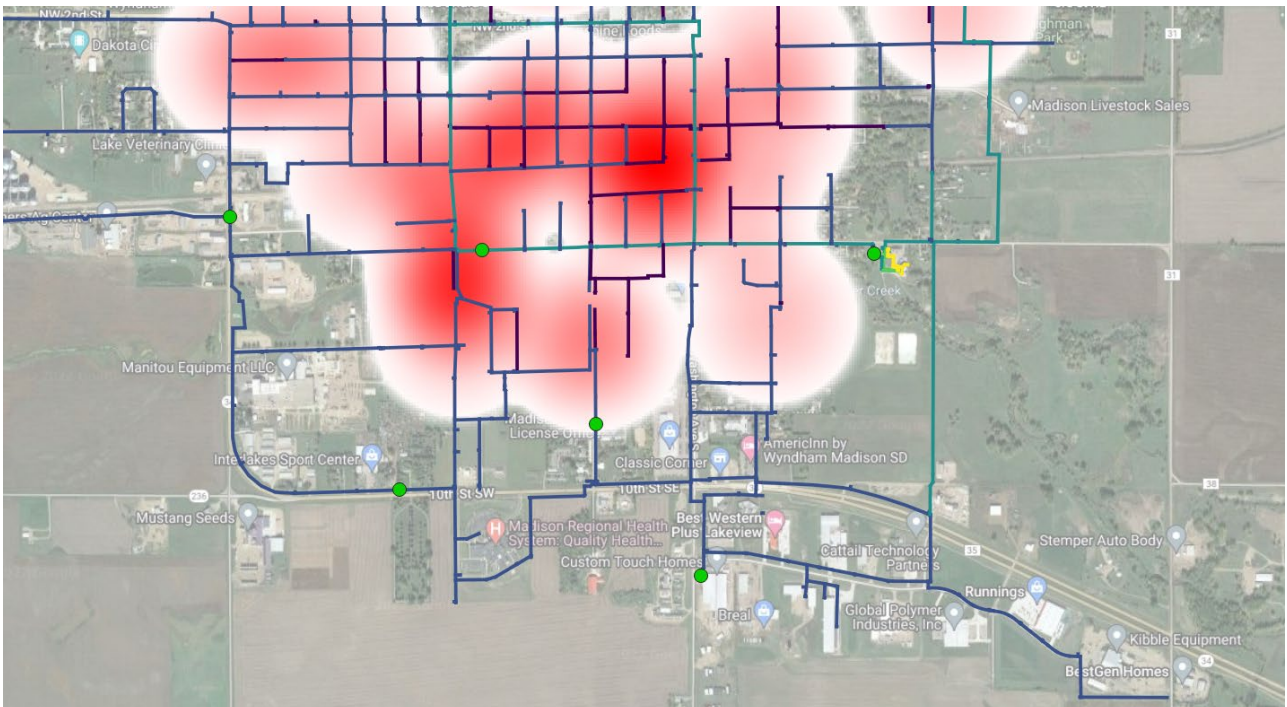
City of Madison Heat Map





City of Madison will need to determine the best locations for deployment.

City of Madison Deployment Plan #2



4. Pricing

Please refer to Flow Control Automation, Inc. Quotation # Q1282

5. Timeline

Upon receipt of Purchase Order, Syrinix will provide an acknowledgement of receipt of the Purchase Order, confirm the anticipated shipping date and issue any related invoice as per the payment schedule above. Please note that Syrinix is under no obligation to deliver pending confirmed mutual acceptance of Purchase Order.

Delivery within the UK is subject to Incoterm DDP (Delivered Duties Paid).

At dispatch, Syrinix will confirm Shipping Notification and Tracking Number.

Whilst not expected, if shipment is delayed for any reason immediate notification will be provided with a revised delivery schedule.

Schedule 1 - Warranty and Exclusions

Each PIPEMINDER ONE unit is provided in conjunction with Syrinix's standard Terms and Conditions (please see below) and please read this section in conjunction with those standard Terms and Conditions.

All Syrinix units are to be installed in accordance with the technical installation documentation and other guidance separately provided. An electronic copy of applicable operating and installation documentation will be made available via the Syrinix RADAR platform.

Please note that this proposal does not include the provision of any of the following by Syrinix unless expressly agreed otherwise in writing:

- site access and preparation including any connection, valves and tappings required for the connection of each PIPEMINDER ONE unit
- field work including unit preparation, connection, testing and operation unless agreed otherwise in writing
- local duties and taxes
- all applicable/required permits, licences and analogous fees
- civil, structural, architectural and design work of any kind.
- interconnections, pipes, valves and fittings which are not part of the supplied equipment.
- all testing and system verifications other than to Syrinix standards
- painting or special finishes
- all items not specifically listed.

Syrinx warrants its PIPEMINDER ONE products free from defects in materials and workmanship under the normal use and service for which its products are designed as defined by the Standard Operating Conditions.

Each PIPEMINDER ONE unit is warranted for a period of 12 months after start-up or 15 months from shipment of goods from the factory, whichever comes first, and subject to storage and handling in accordance with Syrinix's requirements.

Battery life is exempt from the product warranty but if used in areas of good signal and in accordance with our standard operating instructions will deliver the battery life between charges as indicated

Any warranty claims must be made by contacting Syrinix to obtain a return authorization and then returning the unit back to Syrinix for inspection and testing. It is the client's responsibility to cover the costs of the return carriage. Syrinix reserves the right to charge for costs incurred where any fault is a result of a breach by the user.

Please note that this warranty does not cover the following:

- any excluded matter detailed above

- communications interruptions due to third party intervention and/or failure including but not limited to communications network provider.
- unauthorised access and/or tampering or other form of interference, whether related to hardware, communications and/or software
- except to the extent required by law, all consequential loss, direct and indirect, and all other costs liabilities losses and damages of whatsoever kind howsoever arising including whether related to the action or inaction performance or failure to perform of any equipment or personnel of Syrinix or of any agent or officer of Syrinix in each case to the full extent permitted by law including without limitation loss of profit opportunity and any other direct or indirect opportunity for gain or direct or indirect incurred cost or other form of liability.
- failures interruptions and damage resulting directly or indirectly from Acts of God, war, terrorism, civil, disobedience, theft, extreme weather, floods, storms, lightning, tornado, hurricane, fire, combustion, explosion, landslip, volcano and earthquake, extreme temperature, external electrical irregularity including surge and failure, acoustic interference, damage from water borne materials, corrosion from unanticipated liquids and materials and external electromagnetic interference and all and any external events analogous to any of the above
- theft, vandalism, or other damaging acts whether intentional or accidental
- battery failure beyond that level of warranty provided by the manufacturer (please see above)
- installation, commissioning, use and/or removal (temporary or permanent), tampering, and unapproved opening
- intentional or accidental abuse, interference, misuse or neglect of the hardware
- failures resulting from the negligence to perform preventative maintenance
- damages or defects in the product which are caused by initial start-up, repairs or attempted repairs performed by anyone other than a Syrinix authorised service provider or appropriately qualified individual in strict accordance with Syrinix's installation guidance
- unavailability of GPS or communications networks
- customer in default of any payment obligations to Syrinix
- abuse by abnormal system conditions including but not limited to temperature, chemical or debris
- goods that have been improperly stored by owner or its representative prior to installation and start-up
- equipment/programming which has been revised or altered by others

The information provided in this document is confidential and should not be reproduced, used or disclosed in any way, without the prior written consent of Syrinix and is produced in accordance with Syrinix standard Terms and Conditions.

This proposal is issued Syrinix Inc which is registered in Delaware, USA (File No: 5480622) and with its principal place of business.

Syrinix

Syrinix Inc

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STANDARD TERMS

Flow Control Automation, Inc. (hereafter referred to as FCA) is a supplier of valves and related equipment for industrial and municipal water and wastewater systems. FCA may also provide start-up and/or other services for such equipment. FCA submits this Proposal to the above-named Contractor for FCA to develop and supply for the Project certain valves and related equipment ("Equipment"), and certain start-up and/or other services for the Equipment ("Services"), all according to the terms and conditions set forth in this Agreement. The Equipment and Services are more specifically identified and described on the forgoing Proposal to this Agreement ("the Proposal"), which is incorporated and made part of this Agreement by this reference.

In consideration of the Proposal, and the terms, conditions and mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency, and exchange of which are acknowledged by each of the Parties, the Parties hereby agree to the following terms:

1. **Equipment Purchase and Service.** Subject to the terms of this Agreement, Purchaser agrees to purchase from FCA, and FCA agrees to sell and deliver to Purchaser the Equipment and Services according to the terms and conditions of this Agreement.

2. **Purchase Price and Payment.** Purchaser shall pay FCA the Total Purchase Price as set forth on the foregoing Proposal (the "Purchase Price") due thirty (30) days from the date of FCA's invoice to Purchaser for the Equipment and Services. The Purchase Price shall be paid in U.S. Dollars and is F.O.B. shipping point. Payments received after the due date shall bear interest at the rate of 1-1/2% (or the highest rate permitted by law, if less) for each month or portion of a month until paid. Purchaser shall also reimburse FCA for all costs, including reasonable attorneys' fees, incurred by FCA to enforce Purchaser's payment obligations.

3. **Purchase Order Issued by Purchaser.** As acceptance of the foregoing Proposal, Purchaser may issue to FCA a purchase order for the Equipment and/or Services. If it does, and if the Purchase Order is accepted by FCA, the terms of such Purchase Order shall be incorporated in this Agreement by this reference. If there are any terms in the Purchase Order that are inconsistent with this Agreement, the terms of this Agreement shall prevail. The Parties agree that the Purchaser's issuance of any such Purchase Order shall constitute Purchaser's acceptance of the terms of the Proposal and this Agreement.

4. **Taxes, Duties and Other Charges.** Except as specifically agreed to in this Agreement, Purchaser agrees to pay for all sales, use, value-added and other taxes, levies, duties and tariffs, permit or license fees or other governmental charges relating to or incurred in connection with the purchase and delivery of the Equipment and Services, or imposed on the manufacture, storage, sale, transportation, import, export, delivery, use or consumption of any of the Equipment. If FCA is required, due to Purchaser's failure or otherwise, to make any such payments, Purchaser agrees to immediately reimburse FCA the full amount of any such payments.

5. **Shipment and Delivery.** FCA's delivery of the Equipment shall be made in material compliance with the specific delivery requirements and schedule, if any, set forth on the Proposal. Unless otherwise specified on the Proposal, FCA shall pack, crate, label and ship the Equipment in accordance with its customary methods. Delivery of each item of Equipment shall be complete upon tender of the Equipment to the carrier, F.O.B. shipping point. At that time, title and risk of loss of the Equipment shall pass to Purchaser. Unless specified otherwise in the Proposal, Purchaser shall be solely responsible for unloading, storing, assembling and installing the Equipment.

6. **Security Interest.** Until FCA receives full payment of the Purchase Price, FCA shall have a security interest in the Equipment (and any attachments, additions or improvements to the Equipment) to secure full payment of the Purchase Price. Purchaser agrees to sign and deliver to FCA any financing statements and take all other acts requested by FCA to perfect, maintain and evidence such security interest.

7. **Ownership of Design Materials.** All manufacturing devices, drawings, specifications, designs, plans, processes, computer programs, and other documents, information or data used or prepared by FCA in connection with its performance under this Agreement, and all related intellectual property rights, shall be and remain FCA's property owned by FCA. FCA agrees to provide Purchaser a non-exclusive, non-transferable revocable license for Purchaser to use any such information for Purchaser's use, maintenance or repair of the Equipment. In no case shall Purchaser provide or allow use of any such information to any third parties without FCA's prior written consent.

8. **Waiver of Claims.** Notwithstanding anything else herein, the Parties waive any and all claims against each other (and against each other's affiliates, (sub)contractors, vendors, employees, agents and representatives) for any loss or damage to any of the Parties' respective property arising out of or relating to any of the Equipment and Services purchased under this Agreement.

9. **Warranties, Disclaimers.** FCA warrants to Purchaser that the Equipment will conform to the specifications or descriptions as set forth in The Proposal and will be free from defects in material and workmanship for a period of twelve (12) months after installation or eighteen (18) months after final shipment, whichever is shorter (the "Warranty Period"). These warranties are conditioned upon: (a) FCA receiving from Purchaser in writing notice of the defect within thirty (30) days after Purchaser first discovers or should have discovered such defect and, in any event, within thirty (30) days after the end of the Warranty Period, and (b) Purchaser keeping adequate written records to establish that it has operated and maintained the Equipment in accordance with FCA's instructions and has not undertaken any repair or alteration of the Equipment without FCA's written consent, and (c) Purchaser not being in default of any payment obligation to FCA. The foregoing warranties shall not apply to normal wear and tear, decomposition by chemical action, wear caused by the presence of abrasive materials or damages caused in transit or by misuse, neglect, accident, improper installation, negligence or abuse or by abnormal conditions of temperature, moisture or dirt.

THE WARRANTIES SET FORTH IN THIS SECTION ARE FCA'S SOLE AND EXCLUSIVE WARRANTIES. FCA HEREBY DISCLAIMS AND MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION.

Within a reasonable period after receipt of timely notice of any breach of any warranty by FCA under this Agreement, FCA shall, at its sole option, either (i) repair or replace such defective Equipment or (ii) refund the amount paid for the defective Equipment (or issue a credit for any such unpaid amount). The foregoing shall be Purchaser's sole remedy for breach of warranty. If FCA determines any claimed defect is not covered by the foregoing warranty, Purchaser shall pay FCA the customary charges of FCA then in effect for any repair or replacement by FCA of any such Equipment.

10. **Back-charges.** FCA will not be responsible for any back-charges unless a written request is submitted to, and approved in advance and in writing by FCA prior to work being performed or any cost being incurred. Any such request must be submitted at least three (3) working days before such approval is required to permit FCA to conduct a site visit or such other investigation as it may deem appropriate.

11. **Indemnification.** FCA shall release, hold harmless, indemnify and defend Purchaser from and against any liability, claim or cause of action incurred by Purchaser as a result of third-party claims for personal injury or damage to tangible property, if caused solely by the negligence of FCA or any of its employees, subcontractors, or suppliers in the performance of FCA's obligations under this Agreement. FCA shall release, hold harmless, indemnify and defend Purchaser from and against all judgments, decrees and reasonable costs resulting from any apparatus claims of U.S. patents issued at the time of this offer, provided such infringement is based exclusively on products designed and manufactured by FCA. In satisfaction of such obligation, FCA may, at its option and expense, (i) modify or replace any infringing part of the Equipment so that it is no longer infringing, (ii) procure for the Purchaser the right to continue using the Equipment, or (iii) remove the Equipment and refund some or all of the Purchase Price to the Purchaser. Purchaser shall release, hold harmless, indemnify and defend FCA from and against any liability, claim or cause of action relating to (i) the design of the Equipment or any containers in which it is shipped, to the extent made pursuant to Purchaser's design or specifications, (ii) the environmental and other conditions of

Purchaser's premises, or (iii) Purchaser's negligence or breach of its obligations hereunder. Any claim for indemnification under this Section shall be subject to the following: (i) any such claim must be made within thirty (30) days after the end of the Warranty Period; (ii) the claimant must provide reasonable cooperation in the defense thereof; and (iii) the indemnifying party shall have sole authority for the direction of the defense and the negotiation of any compromise or settlement; provided that the claimant may monitor such matters through counsel of its choice at its own expense. The provisions of this Section shall survive termination of this Agreement.

12. **Force Majeure.** The time of performance under this Agreement (except for the payment of monies due) shall be extended for a reasonable period of time without the requirement of any action by either of the Parties by the length of any delay caused by circumstances beyond the reasonable control of such party, including, without limitation, strikes, work stoppages, acts of God, severe weather occurrences, including but not limited to, rain, wind, electrical, or snow storms, tornadoes, or hurricanes, governmental actions or restrictions, epidemics, enemy actions, national emergencies, acts of terrorism or war, criminal acts or other intentional or reckless misconduct by any third parties, civil commotion, fire, or other casualty, unavailability or excessive cost of materials, discovery of any concealed or unknown physical condition or substance at Purchaser's facility or acts or omissions of Purchaser or its employees, (sub)contractors, or other persons for whom Purchaser may be liable. FCA shall be entitled to a schedule adjustment and/or a Purchase Price adjustment upon the occurrence of any such force majeure event or events, only if its direct costs are increased as a result of such event, and FCA is able to document such increase.

13. **Alternative Dispute Resolution, Legal Fees and Costs.** The Parties agree that any and all claims, controversies or disputes arising out of or relating to this Agreement or its interpretation shall be settled in South Dakota as follows: (a) Prior to resorting to binding arbitration as required herein, the Parties to such dispute shall first seek in good faith to resolve such dispute by Mediation as set forth in this paragraph as agreed upon by the Parties. Mediation shall be conducted in one day (or as extended by the Mediator) according to mediation procedures as determined by the Mediator. (b) If the dispute is not resolved by Mediation, the dispute shall be resolved by binding arbitration in Deuel County in the State of South Dakota. Such dispute shall be referred in writing by either of the Parties to a sole arbitrator as agreed upon by the Parties or to the American Arbitration Association for selection of an arbitrator in accordance with the rules of the American Arbitration Association. Except as otherwise provided in this paragraph, arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with such rules and procedures as may be determined by the arbitrator to be suitable and appropriate for such proceeding, which may include application or consideration of the Rules of the American Arbitration Association. The judgment upon award may be entered in any court having jurisdiction thereof. Either party to this Agreement may recover legal fees and costs incurred in connection with any breach and/or enforcement of any of the terms or conditions of this Agreement by the other party. The Parties' respective remedies under this Agreement are not exclusive and are in addition to any and all other remedies either of the Parties may have at law or in equity for breach of this Agreement.

14. **Confidential Treatment of Information.** All information contained in the Proposal and in this Agreement regarding the Equipment, process design and any part of Purchase Price is submitted without cost to Purchaser but with the understanding that all such information is for the sole use of Purchaser and that Purchaser will not disclose any such information to any third parties or anyone outside its own organization and will use its best efforts to see that no one to whom such information is so disclosed shall disclose the same to anyone outside Purchaser's organization.

15. **Cancellation.** In the event of cancellation, Purchaser shall compensate FCA on a percentage completion basis for all work performed up to the date of cancellation, unless cancellation is due to default by FCA.

16. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, the aggregate liability of FCA, including without limitation for or with respect to FCA's affiliates, contractors, suppliers, employees, agents or representatives, arising out of or in connection with this Agreement or the sale or use of the Equipment, including without limitation claims for indemnification, and whether based on contract, strict liability, negligence or other tort, pollution, disease or otherwise, shall not exceed an amount equal to the Purchase Price. Notwithstanding anything to the contrary herein, in no event shall FCA be liable for consequential, incidental, indirect, special, exemplary or punitive damages of any kind, including without limitation for loss of profits, revenues or product, or loss of use of any property (whether by shutdown, operation at less than capacity or otherwise), regardless of whether any of the foregoing damages arise directly or indirectly through an indemnification or contribution obligation and whether arising out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

17. **Notice.** All notices required under this Agreement shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses: If to FCA: 17959 SD Hwy 15, Clear Lake, SD 57226-5409; If to Purchaser, to its address set forth in the Proposal. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

18. **Miscellaneous Provisions.**

18.1. **Captions and Background Facts.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement. The Background Facts to this Agreement are fully incorporated in this Agreement by reference.

18.2. **No Assignment or Delegation.** Neither of the Parties may assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the other party. Any such assignment or delegation will not relieve the assigning or delegating party of its obligations under this Agreement.

18.3. **Relationship of the Parties.** FCA and Purchaser are each independent entities. Nothing in this Agreement shall be construed or deemed to create any relationship of partnership, joint venture, employer and employee, principal and agent, or any other relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

18.4. **Survival.** All of the terms of this Agreement will survive and remain enforceable after any termination of this Agreement.

18.5. **Governing Law/Litigation.** The laws of the State of Minnesota shall apply with respect to all matters relating to this Agreement. Any suit or proceeding with respect to such matters shall be brought in the courts of Minnesota.

18.6. **Authority.** The Parties each warrant and represent that the person who has executed this Agreement for each (specifically including the Purchaser's Representative as set forth on page 1 of this Agreement) has the full legal right, power and authority to bind and act on behalf of the party on whose behalf that person is signing this Agreement, without the authorization or consent of any other person or entity. As such, each of the Parties represents and warrants to the other, that each has full legal right, power and authority to enter into this Agreement, and to carry out the promises and obligations contemplated and set forth in this Agreement.

18.7. **Severability.** If, for any reason, any term or provision of this Agreement shall be declared void and unenforceable in any arbitration or by any court of law or equity it shall affect only such particular term or provision of this Agreement, and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

18.8. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successor(s) or permitted assign(s), if any.

18.9. **Waiver.** A waiver by either of the Parties of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The Parties, in their respective sole discretion, may waive any right conferred by this Agreement, provided that such waiver shall be made only by giving written notice specifically describing the right waived and signed by the party waiving such right.

18.10. **Time of the Essence.** Time is of the essence in this Agreement.

18.11. **Legal Counsel; Construction of Terms.** This Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective legal counsel, if any. Each of the Parties and their respective legal counsel, if any, have reviewed this Agreement and have had an opportunity to revise (or request revision of) any terms in this Agreement and, therefore, any rules of construction requiring that ambiguities are to be resolved against a particular party shall not apply in the construction or interpretation of any portion of this Agreement. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

18.12. **Entire Agreement; Modifications.** The term "Agreement" as used herein, shall collectively include and refer to The Proposal, and any and all written amendments or modifications to this Agreement that are signed by each of the Parties, all of which are by this reference incorporated in and made a part of this Agreement. As such, this Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements, proposals, or other communications between the Parties regarding the subject matter of this Agreement. There are no verbal agreements that change this Agreement and no waiver or modification or amendment of any part of this Agreement will be effective unless such a waiver, modification or amendment is in writing executed by the Parties. In the event of a conflict between the terms of this Agreement and those contained in any Purchase Order, invoice, website, or other media, the terms of this Agreement shall govern. No additional, different or inconsistent terms set forth in any other document of Purchaser shall be binding on FCA, unless otherwise expressly agreed to in a writing signed by FCA.