



BOARD OF COMMISSIONERS AGENDA
July 5, 2022
5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/81759581498>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

You can also dial in using your phone.
+1 312 626 6799

ROLL CALL

Meeting ID: 817 5958 1498

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

- 1) Acknowledge FEMA disaster declaration for May 12, 2022 storm event

CONSENT CALENDAR

- 1) Minutes – June 21, 2022
- 2) Bills for Approval – July 6 22, 2022
- 3) Bills for Ratification – June 29, 2022
- 4) Payroll Bills for Ratification – June 24, 2022
- 5) Personnel
- 6) Acknowledge Application for Temporary Alcohol License and Set Date of Hearing – 7/18/22 – CJ Shafer LLC dba Sporty's Bar & Grill
- 7) Approve Peddlers Permit Application – Midco

OLD BUSINESS

- 1) Discussion and possible action related to DSU request for contribution to athletic facilities construction

NEW BUSINESS

- 1) Review Lake County Pre-Disaster Mitigation Plan
- 2) Presentation of Army Corps Section 22 draft report
- 3) Review and Award Bid No. 913 NW 9th Street/Union Avenue Project 2022-1 contingent upon approval from DANR
- 4) Authorize Mayor to Sign Construction Management Services Agreement with Banner Associates (NW 9th Street/Union Avenue Project 2022-1)
- 5) Action to award Generator Plant Operating System Update to Harold K. Scholz Co.

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Commission Meeting – Regular Meeting Monday, July 18, 2022 at 5:30pm

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**

June 21, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 21st day of June with the following members present on roll call: Mayor Roy Lindsay and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw, and Jerae Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Wire, seconded by Commissioner Corbin to adopt the June 21st agenda amended to remove item #3 under new business removed. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes - June 6, 2022, Bills for Approval – June 22, 2022, Bills for Ratification – June 15, 2022, Payroll Bills for Ratification – June 10, 2022, Personnel, Building Report – May, Adopt Resolution No. 2022-34 – Approve a Plat – Lot 1 of Krause Addition, Adopt Resolution No. 2022-35 – Approve a Plat – Lots 7, 8 and 9 in Block 1 of Lee's Addition, Approve Peddlers Permit Application – Southwestern Advantage. Motion carried unanimously.

Bills for Approval – June 22, 2022

Alpha Media Usa LLC, Community Center Advertising, 420.00, Amaril Uniform Company, Fr Clothing, 4,829.16, American Red Cross, Lifeguarding Courses - Cc, 164.00, Appeara, Services - Treatment Plants, 167.40, At & T Mobility, Dataconnect Government May 17 - Jun 16, 217.56, Avenu Insights & Analytics, Gfs Extract, 6,120.00, Avera Medical Group, Drug Collection/Testing, 122.00, Baker & Taylor, Books, 107.60, Big Sioux Community Water Sys, May 2022 Fees, 8,557.94, Bluepeak, Installation - Aquatic Center - Acct# 001279402, 151.45, Borns Group Inc, Printing & Postage, 1,610.81, Btr Equipment Services LLC, Humidity Controller, 22.38, Builders FirstSource, Concrete Mix, 35.94, Carquest Of Madison, Chainsaw Fuel, 90.00, CenturyLink Qc, June Phone Bill, 90.84, City Of Brookings Landfill, May Gate Fees, 4,270.50, City Of Sioux Falls, Poles - Storm Damage, 6,210.32, Classic Convenience Inc, Fuel, 1,248.37, Coles Petroleum Products Inc, Av Gas, 50,640.00, Core & Main Gp LLC, Hydrant Extension, 1,564.65, Dakota State University, Light Pole Banners, 4,500.00, Dakota State University, April 2022 Electricity/Natural Gas, 9,778.50, Dakota Tree Company LLC, Tree Removal - Derecho, 74,465.00, Dakotaland Autoglass, Passenger Window, 239.00, Dan & Jerrys Greenhouses Inc, Flowers, 4,236.20, Diamond Vogel, Street Paint, 3,848.80, Ditch Witch Of South Dakota, Fuel Filter - M-001, 58.42, East River Electric Power Coop, May Transmission 2022, 17,469.48, F & M Coop Oil Co, Fuel, 1,080.50, First Bank & Trust, Heartland - May 2022, 313,527.94, First Premier Bank, Interest Payment - Acct# 2802040002, 3,374.24, Gale Cengage Learning, Books, 182.34, Graham Tire Company, Tires, 1,242.32, Hach Co, Filter, 92.82, Hauff Mid America Sports Inc, Bison Sand Vb Nets, 393.32, Hawkins Inc, Chemicals, 3,776.15, Hillyard Inc, Cleaning Supplies, 710.09, Hunter Publishing Inc, June 9 Publications, 866.64, Hyland Machining Inc, Tubes, Shaft, 1,740.00, Isg, Capital Improvement Project, 565.00, Klosterman/Russ, Kitten Food/Milk Replacement, 31.92, Krug Products Inc, Hose Assembly, 97.10, Lacal Equipment Inc, Brooms, 1,397.06, Lake County International Inc, Bearing/Hub Replacement, 1,114.47, Lake County Register Of Deeds, June 2022 Easements, 150.00, Lawrence/Bradley A, Dtech Conference Reimbursement, 1,158.52, Lawson Products, Tar Remover, Cable Ties, Shrink Tubing, 420.54, Leighton Family Farms, Popcorn, 60.00, Lewis Drugs Inc, Bandages, 108.87, Library Ideas LLC, Books, 527.40, Limmer/Jayson, Cdl Renewal, 33.00, Madison Ace Hardware, Push Mower, 679.25, Madison American Legion Post25, American Flags, 30.00, Madison Grocery Store Inc, Summer Program Food, 185.20, Madison Lawn Care Inc, Custom Lawn Mowing/Spring Lawn Application, 384.30, Madison Tennis Assoc, Tennis Balls/Racquets, 750.00, MC&R Pools Inc, Test Strips, 237.27, Michael Johnson Construction, Contracted Hauler - Tree Debris, 15,925.00, Micromarketing LLC, Books, 27.00, Midco Diving & Marine Services, Water Reservoir Cleaning & Inspection, 3,218.00, Midwest Turf & Irrigation, Parts, 905.34, Northwestern Energy, Utilities - Water Plant 2544052-0, 772.11, O Reilly Automotive Inc, Gear Oil, 141.99, Oclc Inc, Cataloging And Metadata Subscription, 367.95, Office Peeps Inc, Office Chair, 1,277.33, Olson/Kristin, El Vaquero Lunch, 23.37, One Stop, Diesel, 22.39, Open Access Technology Int'l, Ami Project, 42,505.00, Penguin Random House LLC, Books, 30.00, Pheasantland Industries, Clothing, 165.17, Pitney Bowes Global Financial Services LLC, Services, 237.09, Porta Pros Inc DbA A-1 Portable Toilets, Toilet Rentals - Memorial Park, 312.00, Rames Enterprises Inc DbA Sioux Falls Professional Pressure Washing And Restoration, Caulk - Power Wash Mac, 4,625.00, Reinicke Construction Inc, Black Dirt, 225.00, Riverside Technologies, Inc., Hp Color Laser Jet Pro, 399.00, Runnings Supply Inc, Stepladder, Thermometer, Dehumidifier, 994.99, School Life, Div Of Imagestuff.Com Inc., Brag Tags/Chain Necklaces, 51.45, Sd One Call, One Call Services, 209.16, Sd Retirement System, 401(A) Spp Fee - Brad Lawrence, 45.00,

Sdn Communications, Internet - Acct# 031789, 516.79, Sioux Valley Energy, Utilities - 122030000, 55.00, Sodexo Inc & Affiliates, Pool Concessions May 26 - June 2, 2,604.22, Stallion Trucking, Contracted Hauler - Tree Debris, 8,627.50, Steves Tire & Service Inc, Madison Police Dept., 156.75, Stuart Irby Tool Co, Youngstown Gloves, 93.75, Sturdevants Madison Inc, Filters, 1,772.00, The Bug Guy LLC, Perimeter Exterior Pest Control, 525.00, Timmer Supply Co, Shower Parts, 823.93, Traffic Control Corp, Led Traffic Lights, 1,872.00, Tyler Technologies Inc, Accounts Receivable/Utility Billing/Executime, 2,250.00, Us Dept Of Energy, May 2022 Services, 113,324.88, USA Blue Book, Chemicals, 68.82, Valiant Living Inc, Contracted Expenses, 5,096.00, Visual Gov Solutions LLC, Services, 3,600.27, Wegner Auto Co Inc, Streets 2022 Dodge Ram 1500 Pickup, 34,655.00, Wheelco Brake & Supply Inc, Parts, 448.01

Bills for Ratification – June 15, 2022

Elite Card Payment Center, Credit Card Purchases, 13,823.21; SD Dept of Revenue, Malt Beverage Renewals 2022-2023 – 3 Licenses, 900.00

Payroll Bills for Ratification – June 10, 2022

AFLAC, 3,164.31, Delta Dental, 5,609.14, Health Pool Of South Dakota, 36,558.09, IRS-EFTPS, 39,221.49, Local Union #426, IBEW, 344.00, Office-Child Support Enforce, 900.00, SD Retirement System, 19,744.27, SD Retirement System, 2,612.50, Teamsters Local No 120, 652.00

Personnel

Brooks, Jacob \$9.95/hour, Allen, Ainsley \$9.95/hour, Brandenburger, Ava \$12.00/hour, Peterreins, Sophia \$9.95/hour, Wills, Ellie \$12.00/hour, Hawkes, Aaron \$12.50/hour, Hively, Wiatt \$21.53/hour, Newbrough, Cody \$11.05/hour, Knipfer, Ryan \$10.05/hour, Shipley, Savannah \$12.00/hour, Ryan, Tessa \$9.95/hour, Matson, Emily \$12.00/hour, Oftedal, Hayden \$12.00/hour, Uhrig, Cheyenne \$12.00/hour

City Administrator Berreth gave an update on May 12th Storm Recovery efforts. Update was provided on debris collection and the Restricted Use Site returning to normal operations and fees.

Commissioner Shaw opened the Public Hearing or Temporary Retail (on-off sale) Malt Beverage License - Greater Madison Area Chamber of Commerce - DownTown in MadTown events. There were no comments. Hearing was closed.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Temporary Retail (on-off sale) Malt Beverage License - Greater Madison Area Chamber of Commerce - DownTown in MadTown. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Corbin, to Adopt Resolution 2022-33 – Temporarily Waive Variance Application Fees Related to Storm Damages amended to also include conditional use permits. Motion carried unanimously.

Discussion was held on storm damage to sidewalks. Guidance was provided to have staff review sidewalks for safety concerns. Repair of sidewalks will remain responsibility of homeowner.

Motion by Commissioner Corbin, seconded by Commissioner Wire to approve utility easement on north tip of airport property with Kingbrook Rural Water System. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Wire Adopt Resolution 2022-32 – Increase Employee Wages and Salaries by 3% for all employees except Mayor and Commissioners and increasing the health insurance contribution by \$113.34. Part-time wages that were already increased this year will have increase evaluated.

During public comment, Marshall Denner stated he felt the city should not replace utility director at this time.

The next Board of Commissioners meeting is July 5th, 2022 at 5:30pm.

Motion by Commissioner Wire, seconded by Commissioner Corbin, to Adjourn at 6:02 pm. Motion carried unanimously

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

CITY OF MADISON
PERSONNEL
JULY 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Ten Eyck, Hanna	5/7/2022	TEMPORARY	TEMPORARY	\$13.50	\$13.50	Water Safety Instructor
Barger, Autumn	6/5/2022	TEMPORARY	TEMPORARY	\$10.25	\$12.00	Lifeguard
Lee, Daniela	6/6/2022	TEMPORARY	TEMPORARY	\$12.50	\$13.00	Water Safety Instructor/Lifeguard Certified
Allen, Abbey	6/18/2022		TEMPORARY		\$12.00	Lifeguard
Sad, Amy	7/3/2022	TEMPORARY	FT	\$19.00	\$43,617.60	Office Manager
Rogers, Brandon	7/18/2022		FT		\$24.68	Building Maintenace Operator

**APPLICATION FOR A TEMPORARY
ALCOHOL LICENSE**

**City of Madison
116 W. Center Street
Madison SD 57042**

Date 6/28/22

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary alcohol license for the date of
August 13th, 20 22.

Location 904 N Van Eps Madison, SD 57042

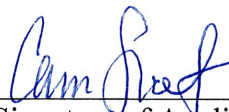
Fee per license: \$5.00

Enclosed is a check in the amount of \$ 5- to cover said fee.

Cjsheifer LLC dba Sportys Bar + Grill
Name of Firm, Corporation or Partnership Making Application

Morgan Koepse II Brady Maher
Name of Organization, Person or Firm Holding the Event

904 N Van Eps Madison, SD 57042
Street Address City Zip Code


Signature of Applicant

6/28/22
Date

For Office Use Only

Receipt No. 101.3200.3261 Date _____ Amount \$ _____

PEDDLERS LICENSE APPLICATION

City of Madison
116 W. Center
Madison, SD 57042
(605) 256-7500

Date 6-24-22

Company Name Midco Phone # 1-800-888-1300
Home Office Address 3901 N. Louise Sioux Falls, SD State Sales Tax 51-001-4119 57148 E-5T-001
Regional Office (if applicable) _____ Phone # _____
Immediate Supervisor's Name Jay Miller Phone # (605) 271-2672

Seller's Name Noah Stoeber State South Dakota
Seller's Driver's License # 014 990 58 Phone # 605-259-2845
Local or Area Address 613 S Wheatland Ave APT 28
Seller's Signature Noah Stoeber

Seller's Name Jordan Feyerisen State South Dakota
Seller's Driver's License # 012 281 46 Phone # 605-310-0616
Local or Area Address 2413 S. Benson Ave
Seller's Signature Jordan Feyerisen

Seller's Name Noah Stoeber State _____
Seller's Driver's License # _____ Phone # _____
Local or Area Address 613 S Wheatland Ave, Sioux Falls, SD
Seller's Signature _____

Products to be sold
(Describe) Cable, Internet, & Phone services
July 11th through July 15th 2022

This license is not an endorsement of said products, but merely indicates that said representatives of above indicated company have complied with all State and Local Laws. A fee of \$25.00 per day shall be paid before any license for sales of products is authorized and said license must be approved by the City Commission.

For Office Use Only
Receipt No. _____ Date _____ Amount \$ _____
(101.3200.3241)

**Lake County PDM
Worksheet #1 (City of Madison)
Risk Assessment Worksheet – Hazard Identification**

What is the probability of occurrence of the following hazards?

Hazard	High Probability to Occur (At least once in a year)	Low Probability to Occur (Hazards that may have occurred in the past or could occur in the future but do not occur on a yearly basis)	Unlikely to Occur (Hazards or disasters that have never occurred in the area before and are unlikely to occur)
Dam Failure		X	
Drought		X	
Earthquake			X
Extreme Cold	X		
Extreme Heat	X		
Flood		X	
Freezing Rain/Sleet/Ice	X		
Hail	X		
Heavy Rain	X		
Heavy Snow	X		
Ice Jam		X	
Landslide			X
Lightning	X		
Rapid Snow Melt		X	
Strong Winds	X		
Subsidence			X
Thunderstorm	X		
Tornado		X	
Urban Fire	X		
Wildfire	X		

Lake County PDM
Worksheet #2 (City of Madison)
Risk Assessment Worksheet – Hazard Vulnerability

How vulnerable is the community from the following hazard? In other words, if the hazard occurs is there a potential to impact the community? If so, what would be impacted?

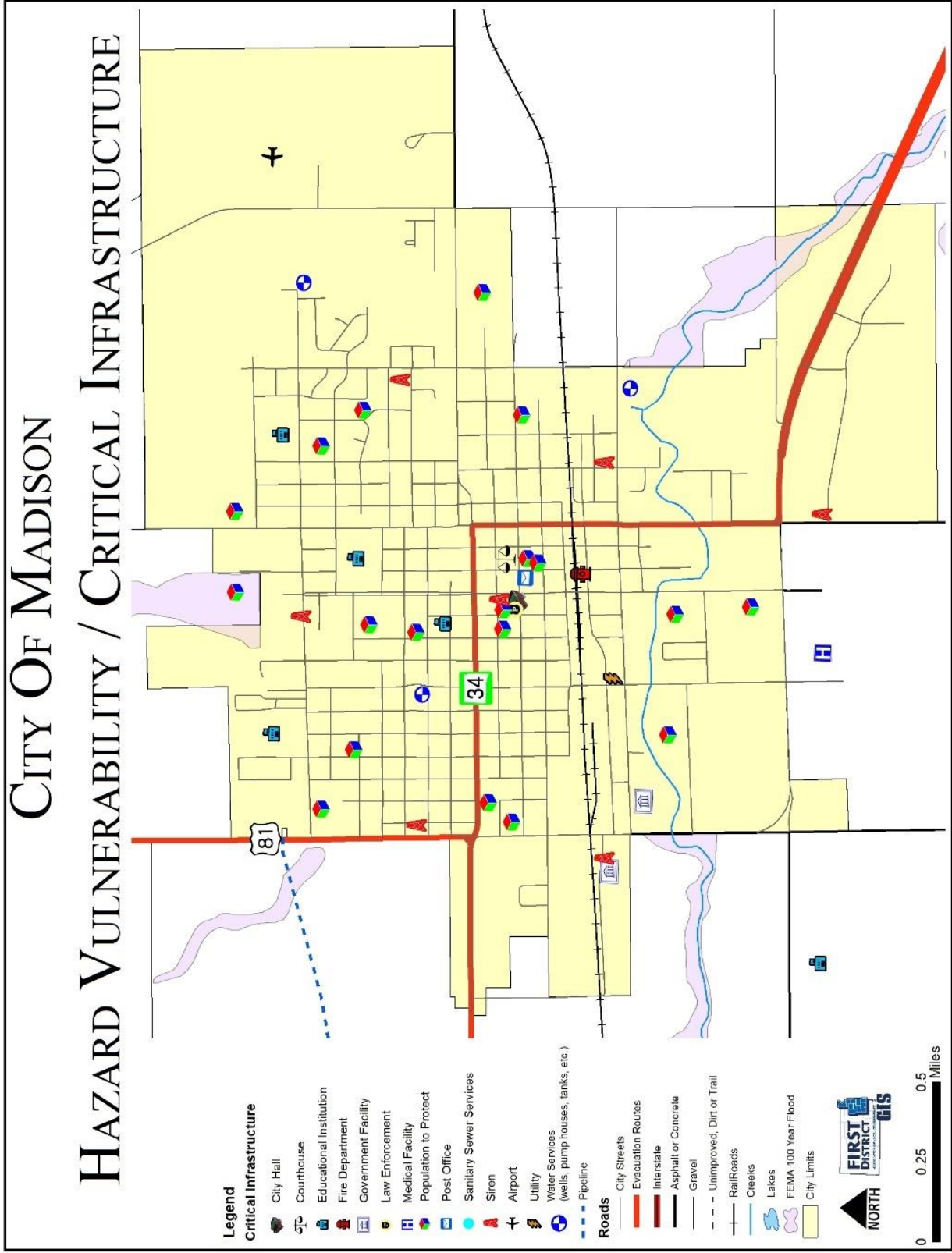
Hazard	High Vulnerability Significant risk/major damage potential (for example, destructive, damage to more than 10% of the jurisdiction and/or regular occurrence)	Medium Vulnerability Moderate damage potential (causing partial damage to 5-10% of the jurisdiction, and irregular occurrence)	Low Vulnerability Little damage potential (minor damage to less than 5% of the jurisdiction)	NA Not a hazard to the jurisdiction
Dam Failure			X	
Drought		X		
Earthquake				X
Extreme Cold			X	
Extreme Heat			X	
Flood	X			
Freezing Rain/Sleet/Ice	X			
Hail			X	
Heavy Rain			X	
Heavy Snow		X		
Ice Jam			X	
Landslide				X
Lightning			X	
Rapid Snow Melt			X	
Strong Winds		X		
Subsidence				X
Thunderstorm			X	
Tornado	X			
Urban Fire			X	
Wildfire			X	

Critical Infrastructure Updated by Madison City Staff

Jurisdiction/ Entity	Location	Address	Sector	Sub Sector	Name	Owner Type
Madison	Madison	1600 Airport Dr	Government Facility	Transportation	Madison Airport	Public
Madison	Madison	401 N. Van Eps Ave	Population to Protect	Public Institution	St. Thomas School	Private
Madison	Madison	800 NE 9 th St	Population to Protect	Public Institution	Madison High School	Public
Madison	Madison	700 NW 9 th St	Population to Protect	Public Institution	Madison Elementary School	Public
Madison	Madison	820 N Washington Ave	Population to Protect	Public Institution	Dakota State University	Public
Madison	Madison	500 Block NE 11 th St	Population to Protect	Public Institution	Dakota State University Sports Complex/ Community Center	Public
Madison	Madison	323 SW 10 th St	Public Health	Building	Madison Regional Health System	Private
Madison	Madison	211 NW 1 st St	Population to Protect	Building	Heritage Assisted Living Center	Private
Madison	Madison	300 SW 10 th St (project in construction)	Population to Protect	Building	Heritage Assisted Living Center	Private
Madison	Madison	706 SW 7 th St	Population to Protect	Building	Valiant Assisted Living Center	Private
Madison	Madison	718 NE 8 th St	Population to Protect	Building	Madison Care and Rehabilitation Center	Private
Madison	Madison	1001 S Egan Ave	Population to Protect	Building	Bethel Lutheran Home	Private
Madison	Madison	111 S Washington Ave	Population to Protect	Building	Lake View Tower Apartments	Private
Madison	Madison	1100-1200 N Harth Ave	Population to Protect	Building	Several Multi-Plex Apartments	Private
Lake County	Madison	200 E Center St	Government Facility	Building	Lake County Courthouse/SO	Public
Madison	Madison	823 SE 4 th St	Government Facility	Water System	Madison Water Treatment Plant	Public
Madison	Madison	116 W Center St	Government Facility	Building	Madison City Hall/Police Department	Public
Madison	Madison	200 SE 3rd St	Government Facility	Building	Madison Fire Department	Public

Jurisdiction/ Entity	Location	Address	Sector	Sub Sector	Name	Owner Type
Madison	Madison	323 SW 10 th St	Emergency Services	Building	Madison Ambulance	Private
Lake County	Madison	1001 SW 4 th St	Government Facility	Building	Lake County Highway Department	Public
Madison	Madison	401 S Highland Ave	Government Facility	Building	Madison Street Department	Public
Madison	Madison	119 E Center St	Government Facility	Building	US Post Office	Public
Madison	Madison	111 Van Eps Ave	Population to Protect	Building	Madison Auditorium	Public
Madison	Madison	412 S Union Ave	Non-Emergency Response Facility	Energy	Madison Electric Department	Public
Madison	Madison	1001 NW 1st St	Population to Protect	Recreation	Madison Aquatic Center/Park	Public
Madison	Madison	800 S Egan Ave	Population to Protect	Recreation	Thue Ballfields/ Flynn Field	Public
Madison	Madison	1010 NE 1st St	Population to Protect	Recreation	Baughman/Belatti Park	Public
Madison	Madison	NW 4th St and N Blanche Ave	Population to Protect	Recreation	Memorial Park	Public
Madison	Madison	SE 1st St and S Harth Ave	Population to Protect	Recreation	Library Park	Public
Madison	Madison	NE 7 th St and Roosevelt Ave	Population to Protect	Recreation	Totland Park	Public
Madison	Madison	NW 9 th St and Highland Ave	Population to Protect	Recreation	Northwest Park	Public
Madison	Madison	700 E Center St	Population to Protect	Recreation	East Center Park	Public
Madison	Madison	209 E Center St	Population to Protect	Building	Madison Library	Public
Madison	Madison	SD Hwy 34 and 456 Ave	Non-Emergency Response Facility	Sanitary Sewer	Wastewater Treatment Facility	Public
Madison	Madison	NW 4 th Street and North Union Ave	Non-Emergency Response Facility	Water Supply	Water Tower	Public
Madison	Madison	NE 9th St and N Heatherwood Ave	Non-Emergency Response Facility	Water Supply	Water Tower	Public
Madison	Madison	475 SE 12 th St	Non-Emergency Response Facility	Water Supply	Water Tower	Public
Madison	Madison	500 SE 12 th St	Non-Emergency Response Facility	Electric Supply	Southeast Substation/ Generation Plant	Public

Jurisdiction/ Entity	Location	Address	Sector	Sub Sector	Name	Owner Type
Madison	Madison	1100 N Washington	Non-Emergency Response Facility	Electric Supply	Northeast Green Substation	Public
Madison	Madison	412 S Union	Non-Emergency Response Facility	Electric Supply	Powerplant Substation	Public
Madison	Madison	1001 SE 12 th St	Population to Protect	Building	Global Polymer Industries	Private
Madison	Madison	915 SW 7 th St	Population to Protect	Building	Manitou Equipment	Private



MADISON PROBLEM STATEMENTS	MADISON ACTIONS	RATING	TIMEFRAME	CONTACT	COST	FUNDING SOURCE	HAZARD	GOAL
Drainage patterns have changed; inadequate conveyance of stormwater.	Replace or enlarge drainage culvert on N Blanche Ave.	Medium	Medium	Madison Engineering Dept	\$180,000	HMGP/OEM, City, USDA	Flooding	Protect specific areas of Lake County from flooding.
Drainage patterns have changed; inadequate conveyance of stormwater.	Replace or enlarge culvert on E Center St.	High	Short	Madison Engineering Dept	\$180,000	HMGP/OEM, City, USDA, SD DOT	Flooding	Protect specific areas of Lake County from flooding.
Utility lines are subject to failure in high wind, heavy rain, and ice events.	Bury electric utility lines in the central loop.	High	Short	Madison Public Utilities	\$2,500,000	HMGP/OEM, City	Severe Weather Hazards	Reduce the extent to which utility interruptions affect areas during severe weather situations.
Drainage patterns have changed; inadequate conveyance of stormwater.	Construct retention dam on Park Creek along north city limits.	High	Medium	Madison Engineering Dept	\$10,000,000	USCOE, HMGP/PDM, City, USDA	Flooding	Protect specific areas of Lake County from flooding.
Certain streets have substandard or no curb and gutter.	Install curb and gutter along undeveloped city streets to improve stormwater flow, specifically roads south of railroad tracks.	Low	Long	Madison Engineering Dept	\$50/running foot	Private, City, SD DOT	Flooding	Protect specific areas of Lake County from flooding.

MADISON PROBLEM STATEMENTS	MADISON ACTIONS	RATING	TIMEFRAME	CONTACT	COST	FUNDING SOURCE	HAZARD	GOAL
Drainage patterns have changed; inadequate conveyance of stormwater.	Conduct study and develop plans to widen stream/creek at flood-prone areas.	Low	Long	Madison Engineering Dept/Army Corps of Engineers	Unknown	Private, City, SD DOT	Flooding	Protect specific areas of Lake County from flooding.
Roads were built prior to identification of flood hazard areas.	Elevate road grade on Highland Ave S.	Low	Long	Madison Engineering Dept	\$500,000	City, USDA, SD DOT	Flooding	Protect specific areas of Lake County from flooding.
Development located in flood-prone areas.	Replace railroad trestle bridge across Memorial Creek.	Medium	Medium	Madison Public Works Dept	Unknown	Railroad, City, HMGP/PDM	Flooding	Protect specific areas of Lake County from flooding.
Capacity of streams and creeks is decreased due to erosion.	Install riprap along Memorial Creek shorelines for bank stabilization.	Low	Long	Madison Public Works Dept	\$150,000	City, HMGP/PDM	Flooding	Protect specific areas of Lake County from flooding.
Capacity of retention areas is decreased due to accumulation of debris.	Clean out and maintain drainage areas, including ROWs, during dry season.	Low	Long	Madison Public Works Dept	Minimal	HMGP/PDM, City	Flooding	Protect specific areas of Lake County from flooding.
Capacity of streams and creeks is decreased due to erosion.	Install riprap along Silver Creek shorelines for bank stabilization.	Low	Long	Madison Public Works Dept	\$150,000	HMGP/PDM, City	Flooding	Protect specific areas of Lake County from flooding.

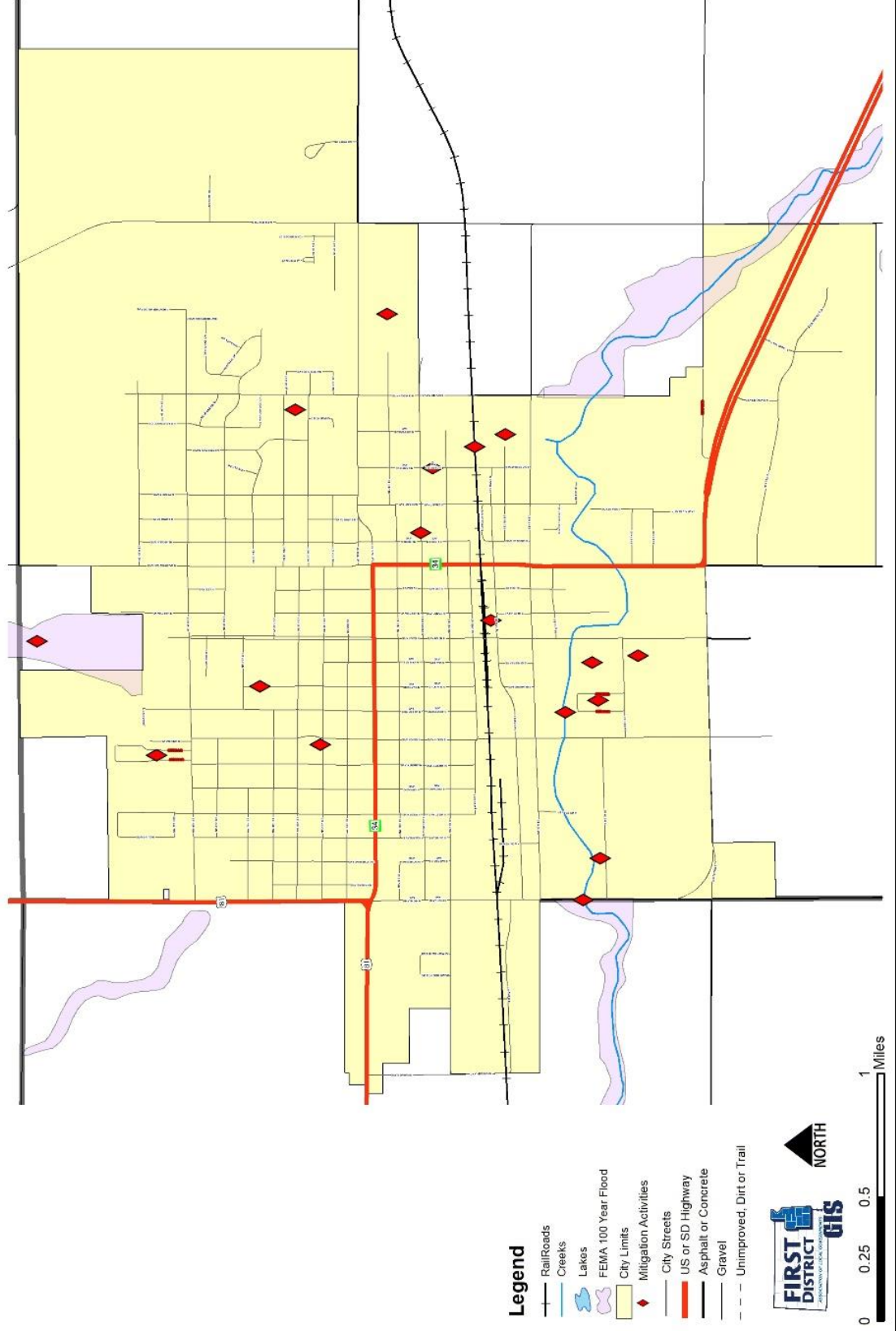
MADISON PROBLEM STATEMENTS	MADISON ACTIONS	RATING	TIMEFRAME	CONTACT	COST	FUNDING SOURCE	HAZARD	GOAL
Public is unaware of scope of flood risk and vulnerability of sanitary sewer back-up during flood events.	Public education and develop incentive program for residences & businesses to install sewer check valves.	Medium	Medium	Madison Public Works Dept	Unknown	City/Private	Flooding	Reduce the extent to which utility interruptions affect areas during severe weather situations.
Public is unaware of scope of flood risk and vulnerability of sanitary sewer back-up during flood events.	Public education and develop incentive program to encourage residences & businesses to remove sump pumps from that are discharging into sewer system.	Medium	Medium	Madison Public Works Dept	Unknown	City/Private	Flooding	Reduce the extent to which utility interruptions affect areas during severe weather situations.
Many roads were built prior to identification of flood hazard areas.	Improve and elevate township roads north of Madison to increase water retention.	Medium	Long	Madison Public Works Dept/ Township	Unknown	USCOE, City, HMGP/PDM	Flooding	Protect specific areas of Lake County from flooding.
Firehall is vulnerable to power failure.	Purchase back-up generator.	High	Short	Madison Fire Chief	\$50,000	OEM/HMGP, City, USDA, DHS	Severe Weather Hazards	Improve public safety during severe weather.
Certain areas of city cannot hear storm siren.	Construct a new storm warning siren at 931 NE 6 th St.	High	Short	Madison Finance Officer/Public Works	\$50,000	City, USDA, DHS	Severe Weather Hazards	Improve public safety during severe weather.

MADISON PROBLEM STATEMENTS	MADISON ACTIONS	RATING	TIMEFRAME	CONTACT	COST	FUNDING SOURCE	HAZARD	GOAL
Certain areas and populations are not served by storm shelters.	Construct tornado shelter at Bachman/Belatti Park.	High	Short	Madison Finance Officer/Public Works	\$250,000	HMGP/OEM, City, USDA	Tornado	Improve public safety during severe weather.
Certain areas and populations are not served by storm shelters.	Construct tornado shelter to serve each mobile home court.	High	Short	Madison Finance Officer/Public Works	\$350,000 each	HMGP/OEM, City, USDA	Tornado	Improve public safety during severe weather.
Certain areas and populations are not served by storm shelters.	Construct tornado shelter at Thue Ballfields.	High	Short	Madison Finance Officer/Public Works	\$600,000	HMGP/OEM, City, USDA	Tornado	Improve public safety during severe weather.
Jurisdiction is vulnerable to debris accumulation during/after severe weather events.	Develop debris management policies for de-icing roads, plowing snow, and removing fallen trees on public and private property.	Medium	Medium	Madison Public Works, Emergency Services, & Lake County Highway Dept	Unknown	City	All	Improve public safety during severe weather.
Fire protection capabilities are limited.	Replace and upgrade the City's water main to adequately serve hydrant hook-ups.	Medium	Short	Madison Finance Officer/Fire Chief	Unknown	City, HMGP, PDM	Fire	Increase firefighting capabilities.

MADISON PROBLEM STATEMENTS	MADISON ACTIONS	RATING	TIMEFRAME	CONTACT	COST	FUNDING SOURCE	HAZARD	GOAL
Utility lines and structures are subject to failure in high wind, heavy rain, and ice events.	Upgrade transmission lines, specifically at connection to substations.	High	Short	Madison Public Utilities	Dependent on Number of Lines	City/HMGP/PDM/OEM	Severe Weather Hazards	Reduce the extent to which utility interruptions affect areas during severe weather situations.
Sewer system critical facilities are vulnerable to power failure after flood or severe weather event.	Purchase sewer inspection equipment.	Medium	Long	Madison Public Utilities	\$500,000	City/HMGP/PDM/OEM	Severe Weather Hazards	Reduce the extent to which utility interruptions affect areas during severe weather situations.

MADISON

MITIGATION ACTIVITIES



BID TABULATION
NW 9th Street/Union Avenue Reconstruction 2022-1, Bid Number 913

HEI Project 9922-0003

Engineer: Houston Engineering, Inc.
3900 W Technology Circle, Suite 6

Sioux Falls, SD 57106

Phone (605) 271-0378

Bid Opening: June 30, 2022
Time: 1:00 pm

					Engineer's OPCC		Winter Contracting, LLC		H&W Contracting, LLC		Hulstein Excavating Inc.	
Item No.	Spec No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
		REMOVALS AND GRADING										
1	110	Remove Asphalt Concrete Pavement	SqYd	16,652	\$ 3.58	\$ 59,530.90	\$ 3.25	\$ 54,119.00	\$ 3.00	\$ 49,956.00	\$ 3.50	\$ 58,282.00
2	110	Remove Concrete Pavement	SqYd	710	\$ 8.25	\$ 5,857.50	\$ 8.50	\$ 6,035.00	\$ 8.10	\$ 5,751.00	\$ 8.75	\$ 6,212.50
3	110	Remove Curb and Gutter	Ft	5,490	\$ 3.30	\$ 18,117.00	\$ 3.00	\$ 16,470.00	\$ 2.70	\$ 14,823.00	\$ 5.00	\$ 27,450.00
4	110	Remove Concrete Sidewalk	SqYd	530	\$ 6.88	\$ 3,643.75	\$ 4.50	\$ 2,385.00	\$ 4.35	\$ 2,305.50	\$ 4.00	\$ 2,120.00
5	110	Saw Cut Pavement	Ft	1,430	\$ 13.20	\$ 18,876.00	\$ 4.00	\$ 5,720.00	\$ 4.00	\$ 5,720.00	\$ 5.00	\$ 7,150.00
6	110	Remove Water Main	Ft	1,910	\$ 11.55	\$ 22,060.50	\$ 3.00	\$ 5,730.00	\$ 5.00	\$ 9,550.00	\$ 8.50	\$ 16,235.00
7	110	Remove Water Service	Ft	480	\$ 6.05	\$ 2,904.00	\$ 5.00	\$ 2,400.00	\$ 2.00	\$ 960.00	\$ 8.50	\$ 4,080.00
8	110	Remove Fire Hydrant	Each	2	\$ 687.50	\$ 1,375.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00	\$ 525.00	\$ 1,050.00
9	110	Remove Gate Valve	Each	4	\$ 412.50	\$ 1,650.00	\$ 300.00	\$ 1,200.00	\$ 225.00	\$ 900.00	\$ 525.00	\$ 2,100.00
10	110	Remove Valve Box	Each	4	\$ 165.00	\$ 660.00	\$ 100.00	\$ 400.00	\$ 150.00	\$ 600.00	\$ 128.00	\$ 512.00
11	110	Remove Sewer Pipe	Ft	350	\$ 11.55	\$ 4,042.50	\$ 4.00	\$ 1,400.00	\$ 3.00	\$ 1,050.00	\$ 8.50	\$ 2,975.00
12	110	Remove Sanitary Service	Ft	86	\$ 6.05	\$ 520.30	\$ 4.00	\$ 344.00	\$ 2.00	\$ 172.00	\$ 10.00	\$ 860.00
13	110	Remove Manhole	Each	12	\$ 825.00	\$ 9,900.00	\$ 750.00	\$ 9,000.00	\$ 750.00	\$ 9,000.00	\$ 525.00	\$ 6,300.00
14	110	Remove Storm Sewer Pipe	Ft	577	\$ 12.10	\$ 6,981.70	\$ 5.00	\$ 2,885.00	\$ 12.00	\$ 6,924.00	\$ 8.50	\$ 4,904.50
15	110	Remove Traffic Sign	Each	22	\$ 12.10	\$ 266.20	\$ 45.00	\$ 990.00	\$ 43.20	\$ 950.40	\$ 11.25	\$ 247.50
16	110	Remove Sign for Reset	Each	31	\$ 12.10	\$ 375.10	\$ 45.00	\$ 1,395.00	\$ 43.20	\$ 1,339.20	\$ 11.25	\$ 348.75
17	110	Remove Signal Equipment	LS	1	\$ 660.00	\$ 660.00	\$ 600.00	\$ 600.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00
18	110	Remove Signal Pole Footing	Each	2	\$ 1,402.50	\$ 2,805.00	\$ 550.00	\$ 1,100.00	\$ 540.00	\$ 1,080.00	\$ 500.00	\$ 1,000.00
19	110	Salvage Signal Equipment	LS	1	\$ 330.00	\$ 330.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
20	120	Unclassified Excavation	CuYd	2,250	\$ 13.20	\$ 29,700.00	\$ 14.00	\$ 31,500.00	\$ 13.00	\$ 29,250.00	\$ 12.50	\$ 28,125.00
21	120	Unclassified Excavation - Grade Stabilization	CuYd	225	\$ 12.10	\$ 2,722.50	\$ 5.50	\$ 1,237.50	\$ 5.40	\$ 1,215.00	\$ 12.50	\$ 2,812.50
22		Scarify and Recompact Subgrade	SqYd	19,320	\$ 1.60	\$ 30,815.40	\$ 1.00	\$ 19,320.00	\$ 0.80	\$ 15,456.00	\$ 1.25	\$ 24,150.00
		SURFACING										
23	260	Base Course	Ton	11,800	\$ 24.75	\$ 292,050.00	\$ 23.00	\$ 271,400.00	\$ 22.15	\$ 261,370.00	\$ 24.25	\$ 286,150.00
24		Granular Subbase	Ton	100	\$ 36.85	\$ 3,685.00	\$ 23.00	\$ 2,300.00	\$ 20.55	\$ 2,055.00	\$ 38.00	\$ 3,800.00
25	320	Asphalt Concrete Composite, PG58-28	Ton	3,660	\$ 124.30	\$ 454,938.00	\$ 160.00	\$ 585,600.00	\$ 150.00	\$ 549,000.00	\$ 156.00	\$ 570,960.00
26	380	PCC Approach Pavement, 6" Thick	SqFt	7,250	\$ 9.08	\$ 65,793.75	\$ 8.25	\$ 59,812.50	\$ 9.20	\$ 66,700.00	\$ 8.75	\$ 63,437.50
27	650	Concrete Curb & Gutter Type SF66	Ft	7,430	\$ 20.90	\$ 155,287.00	\$ 22.00	\$ 163,460.00	\$ 20.45	\$ 151,943.50	\$ 21.00	\$ 156,030.00
28	650	6" Concrete Valley Gutter	Ft	47	\$ 71.50	\$ 3,360.50	\$ 63.00	\$ 2,961.00	\$ 78.25	\$ 3,677.75	\$ 90.00	\$ 4,230.00
29	651	4" Concrete Sidewalk	SqFt	6,050	\$ 7.00	\$ 42,350.00	\$ 7.00	\$ 42,350.00	\$ 9.65	\$ 58,382.50	\$ 8.50	\$ 51,425.00
30	651	6" Accessible Curb Ramp Sidewalk	SqFt	3,850	\$ 12.00	\$ 46,200.00	\$ 13.00	\$ 50,050.00	\$ 17.75	\$ 68,337.50	\$ 11.00	\$ 42,350.00
31		Type B Detectable Warnings	SqFt	324	\$ 77.00	\$ 24,948.00	\$ 75.00	\$ 24,300.00	\$ 67.00	\$ 21,708.00	\$ 65.00	\$ 21,060.00
32		Geotextile Fabric	SqYd	19,320	\$ 3.30	\$ 63,756.00	\$ 3.25	\$ 62,790.00	\$ 3.00	\$ 57,960.00	\$ 3.25	\$ 62,790.00
33		Geotextile Fabric for Subgrade Stabilization	SqYd	1,000	\$ 3.30	\$ 3,300.00	\$ 3.25	\$ 3,250.00	\$ 3.00	\$ 3,000.00	\$ 3.25	\$ 3,250.00
		TRAFFIC CONTROL										
34	634	Traffic Control	SqFt	499	\$ 10.00	\$ 4,990.00	\$ 12.00	\$ 5,988.00	\$ 10.80	\$ 5,389.20	\$ 4.50	\$ 2,245.50
35	634	Traffic Control, Miscellaneous	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 17,250.00	\$ 17,250.00
36	634	Type 3 Barricade, 8' Double Sided	Each	22	\$ 100.00	\$ 2,200.00	\$ 220.00	\$ 4,840.00	\$ 216.00	\$ 4,752.00	\$ 112.00	\$ 2,464.00
37	634	Longitudinal Pedestrian Barricade	Ft	66	\$ 20.00	\$ 1,320.00	\$ 12.00	\$ 792.00	\$ 10.80	\$ 712.80	\$ 11.25	\$ 742.50
		EROSION CONTROL										
38	230	Placing Topsoil	CuYd	3,070	\$ 12.65	\$ 38,835.50	\$ 17.00	\$ 52,190.00	\$ 16.20	\$ 49,734.00	\$ 8.00	\$ 24,560.00
39		Water for Vegetation	Mgal	1,110	\$ 11.00	\$ 12,210.00	\$ 3.00	\$ 3,330.00	\$ 3.25	\$ 3,607.50	\$ 3.40	\$ 3,774.00
40		Seed, Fertilizing, and Fiber Mulching	LS	1	\$ 19,250.00	\$ 19,250.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,500.00	\$ 15,500.00
41		Temporary Vehicle Tracking Control	Each	1	\$ 1,265.00	\$ 1,265.00	\$ 750.00	\$ 750.00	\$ 702.00	\$ 702.00	\$ 1,250.00	\$ 1,250.00
42	734	Interim Sediment Control at Inlet	Each	35	\$ 101.75	\$ 3,561.25	\$ 110.00	\$ 3,850.00	\$ 97.20	\$ 3,402.00	\$ 100.00	\$ 3,500.00
		WATER MAIN										
43	451	Select Granular Backfill	Ton	1,010	\$ 16.50	\$ 16,665.00	\$ 16.00	\$ 16,160.00	\$ 5.00	\$ 5,050.00	\$ 30.00	\$ 30,300.00
44	451	Trench Stabilization Material	Ton	250	\$ 40.15	\$ 10,037.50	\$ 30.00	\$ 7,500.00	\$ 30.00	\$ 7,500.00	\$ 42.00	\$ 10,500.00

					Engineer's OPCC		Winter Contracting, LLC		H&W Contracting, LLC		Hulstein Excavating Inc.	
Item No.	Spec No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
45	451	4" AWWA C900 DR 18 PVC Water Main	Ft	3	\$ 77.00	\$ 231.00	\$ 35.00	\$ 105.00	\$ 49.00	\$ 147.00	\$ 290.00	\$ 870.00
46	451	6" AWWA C900 DR 18 PVC Water Main	Ft	129	\$ 67.65	\$ 8,726.85	\$ 40.00	\$ 5,160.00	\$ 58.00	\$ 7,482.00	\$ 60.00	\$ 7,740.00
47	451	8" AWWA C900 DR 18 PVC Water Main	Ft	2,217	\$ 66.55	\$ 147,541.35	\$ 52.00	\$ 115,284.00	\$ 68.00	\$ 150,756.00	\$ 68.00	\$ 150,756.00
48	451	12" AWWA C900 DR 18 PVC Water Main	Ft	884	\$ 100.65	\$ 88,974.60	\$ 80.00	\$ 70,720.00	\$ 98.00	\$ 86,632.00	\$ 113.00	\$ 99,892.00
49	451	12" HDD Certalock Water Main	Ft	272	\$ 145.75	\$ 39,644.00	\$ 150.00	\$ 40,800.00	\$ 185.00	\$ 50,320.00	\$ 165.00	\$ 44,880.00
50	451	"Owner Furnished" Fire Hydrant w/Joint Restraints	Each	10	\$ 1,100.00	\$ 11,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,200.00	\$ 12,000.00	\$ 930.00	\$ 9,300.00
51	451	4" MJ Gate Valve with Box w/Joint Restraints	Each	1	\$ 1,430.00	\$ 1,430.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,220.00	\$ 2,220.00
52	451	6" MJ Gate Valve with Box w/Joint Restraints	Each	13	\$ 1,815.00	\$ 23,595.00	\$ 2,400.00	\$ 31,200.00	\$ 1,875.00	\$ 24,375.00	\$ 2,450.00	\$ 31,850.00
53	451	8" MJ Gate Valve with Box w/Joint Restraints	Each	12	\$ 2,420.00	\$ 29,040.00	\$ 3,000.00	\$ 36,000.00	\$ 2,500.00	\$ 30,000.00	\$ 3,150.00	\$ 37,800.00
54	451	12" MJ Gate Valve with Box w/Joint Restraints	Each	2	\$ 3,905.00	\$ 7,810.00	\$ 5,000.00	\$ 10,000.00	\$ 4,300.00	\$ 8,600.00	\$ 5,100.00	\$ 10,200.00
55	451	8" x 8" x 6" MJ Tee w/Joint Restraints	Each	7	\$ 962.50	\$ 6,737.50	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,400.00	\$ 9,800.00
56	451	8" x 8" x 8" MJ Tee w/Joint Restraints	Each	3	\$ 1,058.75	\$ 3,176.25	\$ 1,100.00	\$ 3,300.00	\$ 1,100.00	\$ 3,300.00	\$ 1,500.00	\$ 4,500.00
57	451	12" x 12" x 6" MJ Tee w/Joint Restraints	Each	2	\$ 1,485.00	\$ 2,970.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,950.00	\$ 3,900.00
58	451	12" x 12" x 8" MJ Tee w/Joint Restraints	Each	1	\$ 1,595.00	\$ 1,595.00	\$ 1,600.00	\$ 1,600.00	\$ 1,575.00	\$ 1,575.00	\$ 1,990.00	\$ 1,990.00
59	451	12" x 12" x 12" MJ Tee w/Joint Restraints	Each	1	\$ 1,980.00	\$ 1,980.00	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,315.00	\$ 2,315.00
60	451	8" x 8" MJ Cross w/Joint Restraints	Each	1	\$ 1,155.00	\$ 1,155.00	\$ 1,500.00	\$ 1,500.00	\$ 1,475.00	\$ 1,475.00	\$ 1,815.00	\$ 1,815.00
61	451	12"x12" MJ Cross w/Joint Restraints	Each	1	\$ 2,255.00	\$ 2,255.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,725.00	\$ 2,725.00
62	451	8" x 4" MJ Reducer w/Joint Restraints	Each	1	\$ 715.00	\$ 715.00	\$ 650.00	\$ 650.00	\$ 550.00	\$ 550.00	\$ 1,100.00	\$ 1,100.00
63	451	8" x 6" MJ Reducer w/Joint Restraints	Each	2	\$ 742.50	\$ 1,485.00	\$ 700.00	\$ 1,400.00	\$ 600.00	\$ 1,200.00	\$ 1,150.00	\$ 2,300.00
64	451	12" to 6" MJ Reducer w/Joint Restraints	Each	2	\$ 935.00	\$ 1,870.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 1,485.00	\$ 2,970.00
65	451	12" to 8" MJ Reducer w/Joint Restraints	Each	2	\$ 1,017.50	\$ 2,035.00	\$ 1,050.00	\$ 2,100.00	\$ 950.00	\$ 1,900.00	\$ 1,525.00	\$ 3,050.00
66	451	6" MJ Bend (22.5 Degree) w/Joint Restraints	Each	1	\$ 660.00	\$ 660.00	\$ 600.00	\$ 600.00	\$ 675.00	\$ 675.00	\$ 1,065.00	\$ 1,065.00
67	451	8" MJ Bend (45 Degree) w/Joint Restraints	Each	11	\$ 990.00	\$ 10,890.00	\$ 800.00	\$ 8,800.00	\$ 800.00	\$ 8,800.00	\$ 1,200.00	\$ 13,200.00
68	451	8" MJ Bend (90 Degree) w/Joint Restraints	Each	2	\$ 852.50	\$ 1,705.00	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00	\$ 1,250.00	\$ 2,500.00
69	451	12" MJ Bend (90 Degree) w/Joint Restraints	Each	12	\$ 1,760.00	\$ 21,120.00	\$ 1,500.00	\$ 18,000.00	\$ 1,425.00	\$ 17,100.00	\$ 1,900.00	\$ 22,800.00
70	451	6" MJ Sleeve w/Joint Restraints	Each	1	\$ 1,155.00	\$ 1,155.00	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00	\$ 1,100.00	\$ 1,100.00
71	451	8" MJ Sleeve w/Joint Restraints	Each	3	\$ 1,210.00	\$ 3,630.00	\$ 800.00	\$ 2,400.00	\$ 800.00	\$ 2,400.00	\$ 1,225.00	\$ 3,675.00
72	451	8" MJ Plug w/Joint Restraints	Each	1	\$ 357.50	\$ 357.50	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 950.00	\$ 950.00
73	451	6" MJ Foster Adapter	Each	3	\$ 275.00	\$ 825.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 875.00	\$ 2,625.00
74	451	Reconnect Water Service	Each	20	\$ 440.00	\$ 8,800.00	\$ 600.00	\$ 12,000.00	\$ 650.00	\$ 13,000.00	\$ 1,065.00	\$ 21,300.00
75	451	1" Water Service Piping	Ft	470	\$ 27.50	\$ 12,925.00	\$ 30.00	\$ 14,100.00	\$ 30.00	\$ 14,100.00	\$ 26.00	\$ 12,220.00
76	451	1" Corporation Stop With Tapping Saddle	Each	19	\$ 605.00	\$ 11,495.00	\$ 600.00	\$ 11,400.00	\$ 550.00	\$ 10,450.00	\$ 1,005.00	\$ 19,095.00
77	451	1" Curb Stop with Box	Each	19	\$ 687.50	\$ 13,062.50	\$ 700.00	\$ 13,300.00	\$ 600.00	\$ 11,400.00	\$ 1,100.00	\$ 20,900.00
78	451	1.5" Water Service Piping	Each	129	\$ 39.60	\$ 5,108.40	\$ 40.00	\$ 5,160.00	\$ 33.00	\$ 4,257.00	\$ 28.00	\$ 3,612.00
79	451	1.5" Corporation Stop With Tapping Saddle	Each	3	\$ 797.50	\$ 2,392.50	\$ 1,000.00	\$ 3,000.00	\$ 800.00	\$ 2,400.00	\$ 1,285.00	\$ 3,855.00
80	451	1.5" Curb Stop with Box	Each	3	\$ 990.00	\$ 2,970.00	\$ 1,000.00	\$ 3,000.00	\$ 800.00	\$ 2,400.00	\$ 1,325.00	\$ 3,975.00
81	451	2" Water Service Piping	Ft	43	\$ 62.15	\$ 2,672.45	\$ 50.00	\$ 2,150.00	\$ 45.00	\$ 1,935.00	\$ 29.00	\$ 1,247.00
82	151	2" Corporation Stop With Tapping Saddle	Each	1	\$ 1,100.00	\$ 1,100.00	\$ 1,300.00	\$ 1,300.00	\$ 925.00	\$ 925.00	\$ 1,405.00	\$ 1,405.00
83	451	2" Curb Stop with Box	Each	1	\$ 1,375.00	\$ 1,375.00	\$ 1,500.00	\$ 1,500.00	\$ 975.00	\$ 975.00	\$ 1,525.00	\$ 1,525.00
84	451	Tracer Wire - Water	Ft	4,147	\$ 3.30	\$ 13,685.10	\$ 1.00	\$ 4,147.00	\$ 0.75	\$ 3,110.25	\$ 1.30	\$ 5,391.10
85	451	Pipe Insulation	SqFt	256	\$ 9.90	\$ 2,534.40	\$ 10.00	\$ 2,560.00	\$ 3.00	\$ 768.00	\$ 3.75	\$ 960.00
86	451	Cut and Tie to Existing Water Main	Each	18	\$ 2,475.00	\$ 44,550.00	\$ 1,500.00	\$ 27,000.00	\$ 1,250.00	\$ 22,500.00	\$ 915.00	\$ 16,470.00
87	451	Adjust Water Valve Box	Each	28	\$ 206.25	\$ 5,775.00	\$ 60.00	\$ 1,680.00	\$ 125.00	\$ 3,500.00	\$ 56.00	\$ 1,568.00
88	451	Temporary Water Service	LS	1	\$ 23,100.00	\$ 23,100.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00
		SANITARY SEWER										
89	451	6" SDR 35 PVC Pipe	Ft	29	\$ 60.50	\$ 1,754.50	\$ 40.00	\$ 1,160.00	\$ 45.00	\$ 1,305.00	\$ 72.00	\$ 2,088.00
90	451	8" SDR 35 PVC Pipe	Ft	607	\$ 64.35	\$ 39,060.45	\$ 50.00	\$ 30,350.00	\$ 62.00	\$ 37,634.00	\$ 65.00	\$ 39,455.00
91	451	10" SDR 35 PVC Pipe	Ft	1,099	\$ 82.50	\$ 90,667.50	\$ 60.00	\$ 65,940.00	\$ 70.00	\$ 76,930.00	\$ 75.00	\$ 82,425.00
92	451	4" Pipe Plug	Each	1	\$ 55.00	\$ 55.00	\$ 40.00	\$ 40.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
93	451	6" Pipe Plug	Each	2	\$ 63.25	\$ 126.50	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 265.00	\$ 530.00
94	451	10" Pipe Plug	Each	1	\$ 220.00	\$ 220.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00
95	451	4" Sewer Service	Ft	183	\$ 38.50	\$ 7,045.50	\$ 30.00	\$ 5,490.00	\$ 38.00	\$ 6,954.00	\$ 30.00	\$ 5,490.00
96	451	6" Sewer Service	Ft	134	\$ 45.65	\$ 6,117.10	\$ 35.00	\$ 4,690.00	\$ 43.00	\$ 5,762.00	\$ 34.50	\$ 4,623.00
97	451	6" x 4" Pipe Wye	Each	1	\$ 330.00	\$ 330.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 810.00	\$ 810.00
98	451	8" x 4" Pipe Wye	Each	7	\$ 385.00	\$ 2,695.00	\$ 500.00	\$ 3,500.00	\$ 325.00	\$ 2,275.00	\$ 835.00	\$ 5,845.00
99	451	8" x 6" Saddle Wye	Each	2	\$ 1,320.00	\$ 2,640.00	\$ 525.00	\$ 1,050.00	\$ 350.00	\$ 700.00	\$ 835.00	\$ 1,670.00
100	451	10" x 4" Pipe Wye	Each	1	\$ 577.50	\$ 577.50	\$ 700.00	\$ 700.00	\$ 525.00	\$ 525.00	\$ 1,005.00	\$ 1,005.00
101	451	Reconnect Sanitary Sewer Service	Each	9	\$ 550.00	\$ 4,950.00	\$ 700.00	\$ 6,300.00	\$ 650.00	\$ 5,850.00	\$ 800.00	\$ 7,200.00
102	451	Connect to Existing Sewer Main	Each	9	\$ 1,072.50	\$ 9,652.50	\$ 1,000.00	\$ 9,000.00	\$ 750.00	\$ 6,750.00	\$ 860.00	\$ 7,740.00

					Engineer's OPCC		Winter Contracting, LLC		H&W Contracting, LLC		Hulstein Excavating Inc.	
Item No.	Spec No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
103	451	Tracer Wire - Sanitary	Ft	2,052	\$ 3.30	\$ 6,771.60	\$ 1.00	\$ 2,052.00	\$ 1.50	\$ 3,078.00	\$ 1.50	\$ 3,078.00
104	451	Pipe Insulation (Utility Crossing Chamber)	SqFt	192	\$ 9.90	\$ 1,900.80	\$ 10.00	\$ 1,920.00	\$ 4.00	\$ 768.00	\$ 6.50	\$ 1,248.00
105	671	48" Manhole	Each	11	\$ 5,830.00	\$ 64,130.00	\$ 5,175.00	\$ 56,925.00	\$ 4,700.00	\$ 51,700.00	\$ 5,450.00	\$ 59,950.00
106	671	Adjust Manhole	Each	13	\$ 907.50	\$ 11,797.50	\$ 1,200.00	\$ 15,600.00	\$ 1,188.00	\$ 15,444.00	\$ 1,238.00	\$ 16,094.00
		<u>STORM SEWER</u>										
107	450	12" RCP Class 3, Furnish	Ft	128	\$ 23.10	\$ 2,956.80	\$ 26.00	\$ 3,328.00	\$ 25.15	\$ 3,219.20	\$ 27.50	\$ 3,520.00
108	450	12" RCP, Install	Ft	128	\$ 45.10	\$ 5,772.80	\$ 35.00	\$ 4,480.00	\$ 35.00	\$ 4,480.00	\$ 40.00	\$ 5,120.00
109	450	18" RCP Class 3, Furnish	Ft	1,363	\$ 36.30	\$ 49,476.90	\$ 48.00	\$ 65,424.00	\$ 43.50	\$ 59,290.50	\$ 48.00	\$ 65,424.00
110	450	18" RCP, Install	Ft	1,363	\$ 42.35	\$ 57,723.05	\$ 40.00	\$ 54,520.00	\$ 37.00	\$ 50,431.00	\$ 50.00	\$ 68,150.00
111	450	21" RCP Class 3, Furnish	Ft	309	\$ 52.80	\$ 16,315.20	\$ 72.00	\$ 22,248.00	\$ 65.70	\$ 20,301.30	\$ 72.00	\$ 22,248.00
112	450	21" RCP, Install	Ft	309	\$ 45.10	\$ 13,935.90	\$ 50.00	\$ 15,450.00	\$ 42.00	\$ 12,978.00	\$ 55.00	\$ 16,995.00
113	450	24" RCP Class 3, Furnish	Ft	723	\$ 52.80	\$ 38,174.40	\$ 72.00	\$ 52,056.00	\$ 65.85	\$ 47,609.55	\$ 72.00	\$ 52,056.00
114	450	24" RCP, Install	Ft	723	\$ 47.85	\$ 34,595.55	\$ 50.00	\$ 36,150.00	\$ 42.00	\$ 30,366.00	\$ 60.00	\$ 43,380.00
115	450	27" RCP Class 3, Furnish	Ft	537	\$ 75.90	\$ 40,758.30	\$ 98.00	\$ 52,626.00	\$ 94.55	\$ 50,773.35	\$ 105.00	\$ 56,385.00
116	450	27" RCP, Install	Ft	537	\$ 56.65	\$ 30,421.05	\$ 55.00	\$ 29,535.00	\$ 45.00	\$ 24,165.00	\$ 65.00	\$ 34,905.00
117	450	30" RCP Class 3, Furnish	Ft	14	\$ 75.90	\$ 1,062.60	\$ 98.00	\$ 1,372.00	\$ 94.55	\$ 1,323.70	\$ 105.00	\$ 1,470.00
118	450	30" RCP, Install	Ft	14	\$ 64.90	\$ 908.60	\$ 60.00	\$ 840.00	\$ 45.00	\$ 630.00	\$ 70.00	\$ 980.00
119	450	29" x 18" RCP Arch Class 3, Furnish	Ft	134	\$ 74.80	\$ 10,023.20	\$ 98.00	\$ 13,132.00	\$ 90.60	\$ 12,140.40	\$ 105.00	\$ 14,070.00
120	450	29" x 18" RCP Arch, Install	Ft	134	\$ 74.25	\$ 9,949.50	\$ 80.00	\$ 10,720.00	\$ 45.00	\$ 6,030.00	\$ 75.00	\$ 10,050.00
121	450	12" RCP Flared End, Furnish	Each	1	\$ 539.00	\$ 539.00	\$ 480.00	\$ 480.00	\$ 445.00	\$ 445.00	\$ 485.00	\$ 485.00
122	450	12" RCP Flared End, Install	Each	1	\$ 220.00	\$ 220.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 745.00	\$ 745.00
123	450	18" RCP Flared End, Furnish	Each	1	\$ 643.50	\$ 643.50	\$ 600.00	\$ 600.00	\$ 545.00	\$ 545.00	\$ 600.00	\$ 600.00
124	450	18" RCP Flared End, Install	Each	1	\$ 275.00	\$ 275.00	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00
125	450	24" RCP Flared End, Furnish	Each	1	\$ 687.50	\$ 687.50	\$ 650.00	\$ 650.00	\$ 605.00	\$ 605.00	\$ 660.00	\$ 660.00
126	450	24" RCP Flared End, Install	Each	1	\$ 357.50	\$ 357.50	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 745.00	\$ 745.00
127	450	29" x 18" RCP Arch Flared End, Furnish	Each	4	\$ 935.00	\$ 3,740.00	\$ 600.00	\$ 2,400.00	\$ 535.00	\$ 2,140.00	\$ 585.00	\$ 2,340.00
128	450	29" x 18" RCP Arch Flared End, Install	Each	4	\$ 385.00	\$ 1,540.00	\$ 450.00	\$ 1,800.00	\$ 300.00	\$ 1,200.00	\$ 745.00	\$ 2,980.00
129	451	Connect to Existing Storm Sewer	Each	3	\$ 1,925.00	\$ 5,775.00	\$ 1,000.00	\$ 3,000.00	\$ 750.00	\$ 2,250.00	\$ 2,500.00	\$ 7,500.00
130	670	2' x 2' Catch Basin	Each	3	\$ 3,080.00	\$ 9,240.00	\$ 2,800.00	\$ 8,400.00	\$ 3,430.00	\$ 10,290.00	\$ 4,000.00	\$ 12,000.00
131	670	2' x 3' Type B1 Inlet	Each	23	\$ 3,795.00	\$ 87,285.00	\$ 3,800.00	\$ 87,400.00	\$ 3,835.00	\$ 88,205.00	\$ 4,460.00	\$ 102,580.00
132	670	6' - S.F. Type Inlet	Each	4	\$ 5,390.00	\$ 21,560.00	\$ 6,500.00	\$ 26,000.00	\$ 5,265.00	\$ 21,060.00	\$ 5,156.00	\$ 20,624.00
133	670	10' - S.F. Type Inlet	Each	5	\$ 7,425.00	\$ 37,125.00	\$ 9,150.00	\$ 45,750.00	\$ 6,215.00	\$ 31,075.00	\$ 6,025.00	\$ 30,125.00
134	671	Type 1 Junction Box	Each	17	\$ 6,160.00	\$ 104,720.00	\$ 9,000.00	\$ 153,000.00	\$ 6,135.00	\$ 104,295.00	\$ 6,450.00	\$ 109,650.00
135	671	Utility Crossing Chamber	Each	2	\$ 14,300.00	\$ 28,600.00	\$ 9,550.00	\$ 19,100.00	\$ 13,300.00	\$ 26,600.00	\$ 11,500.00	\$ 23,000.00
136	671	Adjust Junction Box (and Crossing Chamber)	Each	20	\$ 577.50	\$ 11,550.00	\$ 1,000.00	\$ 20,000.00	\$ 1,188.00	\$ 23,760.00	\$ 392.00	\$ 7,840.00
		<u>PERMANENT SIGNING</u>										
137	632	2.0" x 2.0" Perforated Tube Post	Ft	468.2	\$ 26.40	\$ 12,360.48	\$ 30.00	\$ 14,046.00	\$ 28.10	\$ 13,156.42	\$ 22.50	\$ 10,534.50
138	632	Flat Aluminum Sign, Nonremovable Copy High Intensity	SqFt	59.0	\$ 24.20	\$ 1,427.80	\$ 32.00	\$ 1,888.00	\$ 30.25	\$ 1,784.75	\$ 28.25	\$ 1,666.75
139	632	Flat Aluminum Sign, Nonremovable Copy Super/Very High Intensity	SqFt	35.7	\$ 34.10	\$ 1,217.37	\$ 34.00	\$ 1,213.80	\$ 32.50	\$ 1,160.25	\$ 34.00	\$ 1,213.80
140	632	Reset Sign	Each	31	\$ 12.65	\$ 392.15	\$ 46.00	\$ 1,426.00	\$ 43.20	\$ 1,339.20	\$ 11.25	\$ 348.75
141	632	Type 3 Single Sided Barricade	Ft	10.0	\$ 45.65	\$ 456.50	\$ 80.00	\$ 800.00	\$ 75.60	\$ 756.00	\$ 56.25	\$ 562.50
		<u>STRIPING</u>										
142	633	Epoxy Pavement Marking Paint, 4" Yellow	Ft	6,500	\$ 1.16	\$ 7,507.50	\$ 2.00	\$ 13,000.00	\$ 1.70	\$ 11,050.00	\$ 1.75	\$ 11,375.00
143	633	Epoxy Pavement Marking Paint, 4" White	Ft	1,142	\$ 1.16	\$ 1,319.01	\$ 2.00	\$ 2,284.00	\$ 1.70	\$ 1,941.40	\$ 1.75	\$ 1,998.50
144	633	Epoxy Pavement Marking Paint, 8" White	Ft	155	\$ 2.75	\$ 426.25	\$ 4.00	\$ 620.00	\$ 3.25	\$ 503.75	\$ 3.40	\$ 527.00
145	633	Epoxy Pavement Marking Paint, 24" White	Ft	346	\$ 7.15	\$ 2,473.90	\$ 9.00	\$ 3,114.00	\$ 8.65	\$ 2,992.90	\$ 10.25	\$ 3,546.50
146	633	Epoxy Pavement Marking Paint, Area	SqFt	107	\$ 3.85	\$ 411.95	\$ 6.00	\$ 642.00	\$ 5.40	\$ 577.80	\$ 5.00	\$ 535.00
		<u>SCHOOL ZONE FLASHING BEACON SYSTEM</u>										
147	635	2' Diameter Footing	Ft	12	\$ 167.75	\$ 2,013.00	\$ 175.00	\$ 2,100.00	\$ 245.00	\$ 2,940.00	\$ 225.00	\$ 2,700.00
148	635	Miscellaneous, Electrical	LS	1	\$ 1,017.50	\$ 1,017.50	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
149	635	Remove and Reset Pedestal Signal Pole	Each	2	\$ 440.00	\$ 880.00	\$ 425.00	\$ 850.00	\$ 500.00	\$ 1,000.00	\$ 565.00	\$ 1,130.00
		<u>MISCELLANEOUS</u>										
150	9	Mobilization	LS	1	\$ 575,000.00	\$ 575,000.00	\$ 423,768.20	\$ 423,768.20	\$ 795,940.00	\$ 795,940.00	\$ 550,000.00	\$ 550,000.00
151		Locating Utility	Each	15	\$ 137.50	\$ 2,062.50	\$ 150.00	\$ 2,250.00	\$ 100.00	\$ 1,500.00	\$ 450.00	\$ 6,750.00
152		Verify Utility	Each	55	\$ 137.50	\$ 7,562.50	\$ 150.00	\$ 8,250.00	\$ 100.00	\$ 5,500.00	\$ 450.00	\$ 24,750.00
153		Concrete Air and Slump Test	Each	7	\$ 330.00	\$ 2,310.00	\$ 450.00	\$ 3,150.00	\$ 432.00	\$ 3,024.00	\$ 400.00	\$ 2,800.00
154		Concrete Compression Strength Test	Each	56	\$ 26.40	\$ 1,478.40	\$ 25.00	\$ 1,400.00	\$ 21.60	\$ 1,209.60	\$ 60.00	\$ 3,360.00

					Engineer's OPCC		Winter Contracting, LLC		H&W Contracting, LLC		Hulstein Excavating Inc.	
Item No.	Spec No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
155		Dry Density and Optimum Moisture Test (PROCTOR)	Each	4	\$ 198.00	\$ 792.00	\$ 200.00	\$ 800.00	\$ 162.00	\$ 648.00	\$ 175.00	\$ 700.00
156		Aggregate Gradation Test	Each	2	\$ 134.75	\$ 269.50	\$ 125.00	\$ 250.00	\$ 108.00	\$ 216.00	\$ 175.00	\$ 350.00
157		Density and Moisture Content Test - Subgrade	Each	21	\$ 115.50	\$ 2,425.50	\$ 150.00	\$ 3,150.00	\$ 135.00	\$ 2,835.00	\$ 150.00	\$ 3,150.00
158		Density and Moisture Content Test - Backfill	Each	59	\$ 115.50	\$ 6,814.50	\$ 150.00	\$ 8,850.00	\$ 135.00	\$ 7,965.00	\$ 150.00	\$ 8,850.00
159		Density and Moisture Content Test - Granular	Each	32	\$ 115.50	\$ 3,696.00	\$ 150.00	\$ 4,800.00	\$ 135.00	\$ 4,320.00	\$ 150.00	\$ 4,800.00
160		Proofrolling Observation	LS	1	\$ 957.00	\$ 957.00	\$ 1,200.00	\$ 1,200.00	\$ 840.00	\$ 840.00	\$ 1,750.00	\$ 1,750.00
161		Asphalt Specific Gravity Test	Each	2	\$ 316.25	\$ 632.50	\$ 250.00	\$ 500.00	\$ 216.00	\$ 432.00	\$ 600.00	\$ 1,200.00
162		Asphalt Density Test	Each	4	\$ 206.25	\$ 825.00	\$ 200.00	\$ 800.00	\$ 162.00	\$ 648.00	\$ 600.00	\$ 2,400.00
		TOTAL				\$ 3,583,801.86		\$ 3,475,000.00		\$ 3,756,356.17		\$ 3,789,020.65

Winter Contracting, LLC
PO Box 646
Brookings, SD 57006

H&W Contracting LLC
3416 W Hovland Ave
Sioux Falls, SD 57107

Hulstein Excavating Inc.
147 175th Avenue
Edgerton, MN 56128



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

July 1, 2022

Attn: Ryan Hegg
City of Madison
116 W Center St.
Madison, SD 57042

RE: Agreement Between Owner and Engineer for Professional Services - Engineering Construction Services for NW 9th Street
Utility and Street Improvements

Dear Mr. Hegg:

We would like to thank you for the opportunity to present this agreement for engineering construction services for the above referenced project. This construction service proposal is for the level of effort involved with the performance of construction administration for the NW 9th Street Improvements Project.

Our scope of services, compensation and other criteria pertaining to the services we will provide is included in the attached agreement document.

We look forward to continuing work with the City of Madison and appreciate your business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Weston J. Blasius".

Weston J. Blasius, PE
Project Manager
Banner Associates, Inc.

Enclosures:
Agreement Between Owner and Engineer for Professional Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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(703) 684-2882
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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **July 5, 2022** ("Effective Date") between **City of Madison, South Dakota** ("Owner") and **Banner Associates Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **NW 9th Street Utility and Street Improvements** ("Project").

Engineer's services under this Agreement are generally identified as follows

Construction Engineering Services

Construction Staking
Construction Observation
Construction Administration
Construction Plans of Record

A detailed Scope of Services is included in Attachment No. 1

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Construction Services shall be performed during the contract time periods determined for completion of the project construction. The contractual construction periods for this project are: **August 2022 to November 2022 and May 2023 to September 2023.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in

addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for Services and reimbursable expenses will not exceed:
Construction Staking = **\$43,400.00**
Construction Observation = **\$150,700.00**
Construction Administration = **\$25,400.00**
Construction Plans of Record = **\$5,300.00**
Total Aggregate Limiting Fee = \$224,800.00

This limit shall not be exceeded without prior authorization of the Owner.

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1, Engineer's Standard Hourly Rates

Attachment 1, Scope of Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Madison, South Dakota

Engineer: Banner Associates, Inc.

By: _____

By: Pat Carey

Print name: Roy Lindsay

Print name: Pat Carey

Title: Mayor

Title: Sr. Vice President

Date Signed: _____

Date Signed: 7/1/2022

Engineer License or Firm's Certificate No. (if required):

C-136

State of: South Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

116 W Center St.
Madison, SD 57042

409 22nd Avenue South
Brookings, SD 57006

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **July 1, 2022**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

*B. Schedule of Hourly Rates: **See Schedule of Rates Attached***

Schedule of Labor Rates and Expenses
Banner Associates, Inc.
January 2022



APPENDIX 1

SCHEDULE OF LABOR RATES AND EXPENSES

January 2022

Administrative	\$65.00 to \$160.00/Hour
Surveying/Geomatics	\$70.00 to \$150.00/Hour
Engineering Technician	\$65.00 to \$120.00/Hour
Environmental Scientist.....	\$65.00 to \$145.00/Hour
Staff Engineer.....	\$90.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$160.00/Hour
Project Manager	\$125.00 to \$230.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:

Mileage	\$0.70/Mile
Photocopy	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



Banner Associates, Inc.
409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

ATTACHMENT NO. 1

Date: July 1, 2022

Engineering Scope of Services to Complete Engineering Construction Services for the NW 9th Street Utility and Street Improvements Project

The following items will be included in the scope of work:

Construction Services:

- Construction Staking:
 - Check control set for project design and construction
 - Set additional control for contractor and project construction staking
 - Provide construction staking for completion of improvements
- Construction Observation/Resident Project Representative:
 - Complete daily field reports for significant activities performed during construction
 - Coordinate required testing with contractor
 - Regular correspondence with the Owner and Contractor
 - Attend construction progress meetings
 - Observation of work completed to verify general conformance with the construction plans and specifications (This effort is estimated to take 29 weeks of on-site observation at 40-50 hrs per week)
- Construction Administration:
 - Organize and administer pre-construction meeting
 - Review shop drawings
 - Coordinate on project requests or changes including: RFI's, RFP's, CO's
 - Coordinate with resident project representative on construction progress
 - Coordinate with General Contractor on construction progress
 - Review and approve Contractor Applications for Payment
 - Perform a Substantial Completion walk-through with Owner and prepare a punch list
 - Complete a final walk-through
- Construction Plans of Record
 - Perform As-built survey
 - Provide final project quantities and as-constructed markups
 - Deliver one Electronic and four hard copy sets of Construction Plans of Record

The above stated services will be performed to meet the requirements of the SRF program including full time construction observation and completion of engineering contractual SRF documents to comply with funding requirements for reimbursement of eligible project costs.

June 3, 2022

City Commission
City of Madison, SD
116 W Center Street
Madison, SD 57042

Members of the Commission:

The below have conducted a review of proposals received in response to the Generator Plant Operating System Update Request for Proposals issued on February 25, 2022. A review of the proposals was conducted and the recommended system is the one offered by Harold K. Scholz Company, located in Ralston, NE. The proposed solution is priced at \$410,000.00 and includes two main components:

- PART 1 – Fuel Consumption & Mechanical Monitoring Control & Reporting (\$230,000.00)
 - 5 – Upgrade of existing Cat Engine Management Control Panels (EMCPs) to version 4.x
 - 5 – Net engine fuel consumption measurement, reporting and interface components
 - 1 – Allen Bradley ContrlLogix Programmable Logic Controller (PLC), rack, power supply & I/O
 - 1 – Human Machine Interface (HMI) computer, monitor and report printer
 - 1 – Lot PLC and HMI programming based on Rockwell Studio 5000 Software.
 - 1 – Lot of PLC and auxiliary interface devices
 - 7 – Electro-Industries Shark 100 multi-function meters
 - 2 – Room temperature monitoring devices
 - 1 – Lot misc. control switches, relays and control
 - 1 – Lot field installation of above components
 - 1 – Lot field commissioning, testing and training
 - 1 – Lot as-built drawings, programming code and instruction documentation
- PART 2 – New Automated Generator & Switchgear Electrical Control Systems (\$180,000.00)
 - 1 – Lot additional Allen Bradley PLC I/O modules
 - 1 – Lot additional PLC and HMI programming based on Rockwell FactoryTalk SE
 - 1 – Lot of PLC and auxiliary interface devices
 - 5 – Woodward SPMA automatic synchronizers
 - 5 – Woodward LSM load sharing modules
 - 1 – Master engine run switch and generator loading controls
 - 1 – Master preferred source (Utility-Parallel-Generation) control module
 - 5 – Individual engine-generator run, on-line, loading and power factor controls

A total of five proposals were received (Advanced Power Technologies, Harold K. Scholz Company, OATI, Powertech, and Schweitzer Engineering Laboratories).

In the initial review, Schweitzer Engineering Laboratories was immediately eliminated from consideration because their solution was incomplete and was deemed insufficient to meet the needs of the City of Madison. Questionnaires were sent to the other four proposers to better understand their proposed solutions.

After the review of responses received, two more companies were eliminated from consideration, Advanced Power Technologies and OATI. Advanced Power Technologies failed to provide a response to the questionnaire and their proposal was deemed unresponsive. OATI provided responses, but a review of their proposal revealed significantly higher costs to achieve parity with the other two proposals, in both upfront and recurring expenses. As a result, the remaining two companies, Harold K. Scholz Company and Powertech were invited to attend an in-person meeting as finalists in Madison on May 20, 2022 with Madison's Utility Director and members of The Shpigler Group and DGR Engineering.

Costs for both providers were fairly comparable (\$410,000 for Harold K. Scholz Company; \$443,197 for Powertech) and both teams appear to have the technical capabilities needed to deploy and maintain the system. The key deciding points in favor of Harold K. Scholz Company included:

- Scholz's references were extremely strong. The references contacted involved projects that were very close in nature to Madison's requirements and each reference expressed their happiness with dealing with Scholz, their technical competence, and their responsiveness.
- Powertech's references were good, but not quite as strong. Their clients were very happy with their services, but only one of the references involved a deployment that was comparable to Madison's requirements. The other references involved much more limited projects where Powertech did not deploy a system but simply provided maintenance.
- Scholz has a staff of 38 professionals, including 3 dedicated technicians who would provide ongoing support. The Powertech team featured a total of under ten people across three companies, one of whom would provide ongoing technical support.
- The Harold K. Scholz Company has been in business of over 50 years and has deployed systems similar to what Madison requires. By comparison, the Powertech team features a combination of three different entities (Powertech, Neotech, and an AZZ contractor) who would come together to provide the proposed solution. However, they have never worked on a project jointly that compares to this effort.
- Both vendors offered reporting capabilities that would satisfy Madison's needs; however, the Scholz offering featured stronger reporting capabilities.

Respectfully,

David Shpigler
President
The Shpigler Group