



BOARD OF COMMISSIONERS AGENDA
Monday, March 20, 2023
5:30 PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/82252565430>

CALL TO ORDER

Meeting ID: 822 5256 5430

PLEDGE OF ALLEGIANCE

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

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – March 6, 2023
- 2) Bills for Approval – March 22, 2023
- 3) Bills for Ratification – March 15, 2023
- 4) Payroll Bills for Ratification – March 17, 2023
- 5) Personnel
- 6) Authorize Mayor to Sign Application for SDML Safety Equipment Grant
- 7) Approve Application for Property Tax Abatement 2023-11, 2023-12
- 8) Approve Application for Property Tax Abatement from Storm Damage 2023-06, 2023-08, 2023-09, 2023-10
- 9) Acknowledge Bid Date – Bid No. 922 – Hay Ground – April 12, 2023 at 2:00 pm
- 10) Acknowledge Bid Date – Bid No. 923 – Water Department Building Renovation Project – April 21, 2023 at 2:00 pm

UNFINISHED BUSINESS

- 1) Approve contract with Banner Associates for Strategic Communications services

NEW BUSINESS

- 1) Approve Resolution 2023-08 Annexation of The West 208.71 feet of the East 868.29 feet of the South 208.71 feet of the North 325.71 feet of the Northeast Quarter (NE ¼) of Section Eighteen (18), Township One Hundred Six (106) North, Range Fifty Two (52), West of the 5th PM, Lake County, SD. and the right-of-way immediately to the north of and adjacent to said described real estate.
- 2) Approve Resolution 2023-09 Water & Sewer Rate
- 3) Approve Resolution 2023-10 Support Grant for Fishing Pond Recreation Trail
- 4) Approve Resolution No. 2023-11 - Amend Employee Compensation 2023 (Section B & C) - CC Positions
- 5) Approve Resolution No. 2023-12 – Solid Waste Management Program Grant
- 6) Authorize Mayor to Sign Grant Application FAA – AIP# 3-46-0029-024-2023 and AIG #3-46-0029-025-2023 Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot
- 7) Authorize Mayor to Sign Professional Services Agreement KLJ – AIP# 3-46-0029-024-2023 and AIG #3-46-0029-025-2023 Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot
- 8) Update on Daycare and approve contract with Elwood and Martin Appraisals, LLC
- 9) Discussion on overnight parking restriction on Egan Avenue between 2nd St N and 2nd St S
- 10) Discuss and possible action to Declare Monday, April 10th, 2023 an Employee Holiday.

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) No Election will be held April 11th, 2023
- 2) Next Regular Commission Meeting – Monday, April 3, 2023 at 5:30 pm

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

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**

March 6, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 6th day of March with the following members present on roll call: Commissioners Jeremiah Corbin, Jerae Wire, Kelly Dybdahl, Adam Shaw and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to adopt the March 6th agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to approve the following items on the consent calendar. Minutes February 21, 2023, Bills for Approval – March 8, 2023, Bills for Ratification – March 1, 2023, Payroll Bills for Ratification – March 3, 2023, Personnel, February Building Permit Report, Ratification of transfer - Haskin Trust Library Donation to Madison Public Library Endowment Fund – January 10, 2023, Acknowledge Bid Date – Bid No. 921 – Construction of Underground Electric Primary and Street Light Circuitry – March 22, 2023, at 2:00 pm.

Bills for Approval – March 8, 2023

ALLEGRA, Posters, \$212.43, AMARIL UNIFORM COMPANY, Uniforms, \$260.41, APPEARA, Services - WTP WWTP, \$131.10, AT & T MOBILITY, Police Phones & Tablets, \$289.34, BAKER & TAYLOR, Books, \$70.57, BARTELS CLEANING SERVICE, MMU Cleaning Services, \$500.00, BLACKSTONE PUBLISHING, CD Books, \$172.91, BOECKER/SAMUEL, Meal Reimbursement - Snow Removal, \$22.92, BOUNCE AROUND INFLATABLES, Inflatable Rental - Community Center, \$610.77, BOYER FORD TRUCKS INC OR BOYER TRUCKS - SIOUX FALLS, Multi-Purpose Solvent, \$72.48, BUTLER MACHINERY CO, Gaskets, O-Rings, Seals, Hose, \$131.43, CHRISTIANSEN COMPLETE WATER, Water/Cooler Rental, \$22.00, CHRISTIANSEN/STEVE, Meal Reimbursement - Snow Removal, \$17.54, COLES PETROLEUM PRODUCTS INC, Oil, \$2,248.15, CORE & MAIN GP LLC, Saddles, \$651.86, DAKOTA FLUID POWER INC, Snow Plow Cylinder, \$551.95, DEMCO INC, Slatwall Display, \$441.82, F & M COOP OIL CO, Fuel, \$2,161.51, FAWBUSH/GARY, Install Slatboard, \$615.00, FIRST BANK & TRUST, Bond Interest Acct# 20200501 RD Water, \$16,391.54, FLEXIBLE PIPE TOOLS & EQUIPMENT, 3-Way Ball Valve, \$231.65, GONYO/GARY LEE, Meal Reimbursement - Snow Removal, \$17.14, GRAYBAR ELECTRIC CO INC, PO# Library Stock, \$658.36, GREATLAND CORPORATION, Performance 22, \$99.00, GUARDIAN ALLIANCE TECHNOLOGIES, INC, Software License/Screening & Credit Reports, \$306.00, GUM/PAUL, Meal Reimbursement - Snow Removal, \$6.00, HUNTER PUBLISHING INC, Minutes/Resolutions Published 2/28, \$1,143.74, I STATE TRUCK CENTER, Bearing-Ball, \$27.94, INGRAM CO, Books, \$1,491.25, INTERLAKES SENIOR CITIZENS CENTER, Annual Contribution, \$15,000.00, JUNG/DUSTIN, Meal Reimbursement, \$34.06, KARLS TV & APPLIANCE INC, HDMI Cable - Public Library, \$24.95, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, Hyd Hose, \$53.20, KIDS REFERENCE CO INC, Books, \$140.68, KRUG PRODUCTS INC, Coupler, \$235.56, LAKE COUNTY REGISTER OF DEEDS, Copies(Dan) Windsor Estates(Ryan), \$9.00, LAKE VETERINARY CLINIC, Heartworm/Flea Medicine, \$65.00, LENTSCH/LANDON, Meal Reimbursement - Snow Removal, \$6.00, LEWIS SOFTWARE ASSOC LLC, Bus. Taxpayer License, 941 Filing Service, \$54.00, MADISON ACE HARDWARE, Ice Melt, \$527.96, MADISON GROCERY STORE INC, Graham Crackers/Applesauce, \$10.08, MATERESE/JAMES, Meal Reimbursement - Snow Removal, \$18.00, MICROMARKETING LLC, DVDS, \$267.78, MIDWEST TAPE LLC, Books, \$63.99, O REILLY AUTOMOTIVE INC, Filters, \$126.86, OFFICE PEEPS INC, Binders, Note Pads, Paper, Paper Towels, Grbg Bags, \$557.23, ONE SOURCE, Background Checks, \$148.00, OPEN ACCESS TECHNOLOGY INT'L, AMI Project, \$8,500.00, PATCH/CHAD, Meal Reimbursement - Snow Removal, \$37.78, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Totland Park, \$152.00, POWERPLAN OIB, Fuel Conditioner, \$130.00, PRO GARAGE DOOR, Logic Board, \$225.51, RAMKOTA HOTEL WATERTOWN SD, Lodging - J. Martin, \$419.60, REMOTE SYSTEMS INTEGRATION, Scheduled AWOS Maintenance, \$800.00, ROBERTSON/ROGER, Meal Reimbursement - Snow Removal, \$18.00, ROWMAN & LITTLEFIELD, Book, \$234.79, RUNNINGS SUPPLY INC, Mailboxes, \$201.08, SCHOLASTIC INC EDUCATION, Books, \$826.10, SD DEPT OF PUBLIC SAFETY, Teletype Service Jan - June 2023, \$390.00, SDN COMMUNICATIONS, Internet - Acct# 031789, \$516.79, SEBCO BOOKS INC, Books, \$154.14, SHPIGLER CONSULTING INC, Consulting Support, \$6,000.00, STUART IRBY TOOL CO, Silicone

Wipes, \$320.00, STURDEVANTS MADISON INC, Adapter Bearing (Returned under 827009516), \$407.27, TIMMER SUPPLY CO, Fluidmaster Valve - City Hall, \$26.87, WESCO DISTRIBUTION INC, Bid #909 - Switches, Transformers, Basements, Wire, \$21,528.00, WHEELCO BRAKE & SUPPLY INC, Total Power Anti-Gel, \$300.50, WOLDT/MICHAEL, Meal Reimbursement - Snow Removal, \$16.82.

Bills for Ratification – March 1, 2023

ALPHA MEDIA USA LLC, Community Center Annual, \$388.00, AMERT CONSTRUCTION CO, Crane Rental - Transformer Loading, \$714.00, APPEARA, Mat Rentals, \$53.60, AQUA PURE INC, Chlorine System Maintenance, \$1,441.41, AT & T MOBILITY, Service for Phone & Tablets, \$2,217.97, AUTOMATIC BUILDING CONTROLS, Panic Buttons, \$297.97, BAKER & TAYLOR, Books, \$54.92, BEE'S INDUSTRIAL SERVICES LLC, Tempco Strip Heaters, \$437.42, BERGERSEN/CARSTEN, Classes at Community Center 1/29 - 2/11, \$201.00, BLACKSTONE PUBLISHING, Books, \$49.46, BLUEPEAK, Phone & Internet, \$3,384.08, BUTLER MACHINERY CO, Annual Inspection #2 & Repairs, \$7,063.26, CENTER POINT LARGE PRINT, Books, \$1,100.16, CENTURLINK QC, Phone Bill, \$90.84, COLES PETROLEUM PRODUCTS INC, Fuel Report, \$8,735.00, CORE & MAIN GP LLC, Repair Sleeve, \$393.52, DAHL/KESTER, Part-time Animal Control - Feb 2023, \$400.00, DAKOTA CINEMA LLC, Butter/Oil for CC, \$183.03, DAKOTA STATE UNIVERSITY, December 2022 Utilities - CC, \$16,392.72, DGR ENGINEERING, 2022 Electric Distribution Conversion, \$23,415.80, F & M COOP OIL CO, Fuel DEF, \$11.60, GACKE/MIKE, Line Dancing - Dec 2022 & Jan 2023, \$300.00, GALE CENGAGE LEARNING, Books, \$151.15, GREAT AMERICA FINANCIAL SVCS, HR Copier Lease - 025-1686092, \$960.57, GREY HOUSE PUBLISHING INC, Financial Rating Series Online Database Sub., \$1,495.00, HASLETON/JARED, Classes at Community Center 1/30 - 2/11, \$321.00, HAWKINS INC, Chemicals - Community Center, \$1,615.69, HUNTER PUBLISHING INC, Feb 9th and 16th Publications, \$53.04, I STATE TRUCK CENTER, Bearing, Pulley, \$459.29, INGRAM CO, Books, \$161.83, JENCKS & JENCKS PC, March Services/Contract, \$5,500.00, JOHNSON FEED INC, Road Salt, \$6,158.44, JUNG/DUSTIN, Meal Reimbursement - WMB, \$18.05, KLJ ENGINEERING LLC, MDS Taxilane/Parking/Access Rd - Task 2, \$5,000.00, KOLORWORKS, Paint/Supplies for Accent Wall - Public Library, 202.94, LAKE COUNTY TREASURER, Fuel Report, 220.83, LEWIS DRUGS INC, Fabric Sanitizer, \$5.99, MADISON ACE HARDWARE, Inflatable Rental - Human Resources, 449.03, MADISON GROCERY STORE INC, ASP Groceries, 192.83, MADISON TIRES INC, Flat Repair, \$18.78, MARTIN/JEREMY, CDL License, 48, MICROMARKETING LLC, Books, \$91.85, MIDWEST TAPE LLC, Book, \$63.99, NORTHWESTERN ENERGY, Utilities - WWTP 2544362-3, 3648.54, O REILLY AUTOMOTIVE INC, Filters, \$129.18, OCLC INC, Cataloging & Metadata Subscription, 385.48, OFFICE PEEPS INC, Copier Contract, 196.15, OLSON/WYATT, Classes at Community Center 1/30 - 2/9, 281, ONE SOURCE, Background Check, \$345.00, ONE STOP, Fuel - City Engine, 97.9, RASMUSSEN/AUTUMN, Classes at Community Center 1/31 - 2/14, 77, ROBERT BOSCH TOOL CORPORATION, Extruder Motor Assembly, 71.11, RUNNINGS SUPPLY INC, Handle/Brush/Broom, \$274.76, SAD/AMY, Supplies for Family Fun Night, \$120.98, SD DEPT OF REVENUE, Malt Beverage License Application Fee, 150, SD PUBLIC HEALTH LABORATORY, Water Samples, 206, SODEXO INC & AFFILIATES, Pool Concessions July 29 - Aug 4, 1832.11, STURDEVANTS MADISON INC, Batteries for Unit #75, \$443.43, TYLER TECHNOLOGIES INC, Project Account - Barbara Minnick, \$275.00, UTILISMART CORPORATION, AMI SPLIT, \$3,893.00, WILLS/NICHOLAS, Supplies/Repairs at CC, \$789.64.

Payroll Bills for Ratification – March 3, 2023

ACCOUNTS MANAGEMENT INC, \$310.41, AFLAC, \$4,264.30, DELTA DENTAL, \$6,381.80, HEALTH POOL OF SOUTH DAKOTA, \$40,907.49, IRS-EFTPS, \$43,674.04, LOCAL UNION #426, IBEW, \$463.00, OFFICE-CHILD SUPPORT ENFORCE, \$1,744.30, SD RETIREMENT SYSTEM, \$24,215.09, SD RETIREMENT SYSTEM, \$3,270.00, TEAMSTERS LOCAL NO 120, \$665.00.

Personnel

Swartwout, Isaak \$13.31/hour; Dougan, Carson \$10.80/hour.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve the Second Reading Ordinance No. 1656 – Amend Water Tap. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Approve Resolution No. 2023-07 – Rescind Resolution No. 2021-2022 Water Tap Fees & Charges. Motion carried unanimously.

Mayor Lindsay opened Public Hearing to Transfer Retail (on-sale) Liquor License from Hot Shots Bar LLC to Bar 605 LLC due to a change in ownership.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Approve Transfer of Retail (on-sale) Liquor License from Hot Shots Bar LLC to Bar 605 LLC.

Representative from Banner provided presentation on their Strategic Communication Services including website features. Motion by Commissioner Corbin, seconded by Commissioner Wire to table approval of contract with Banner Associates for Strategic Communications services for two weeks. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to shutdown 9th Street from Williams Addition west to Highway 81 immediately under staff recommendation. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Award Bid 917 – Sidewalk Improvement Project 2023-1 to Big Als. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Award Bid 918 – HDPE Conduit, pull boxes, transformers to said parties as called out in DGR recommendations. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Reject Bid 919 – Water Department Building Renovation Project. Motion carried unanimously. Project will be rebid later.

Commission discussed utility rates and surcharges. Commission will continue working with the Finance Director and City Administrator to research and provide proposals.

Mayor Lindsay announced that no Election will be held April 11, 2023. Next Regular Meeting will be Monday, March 20, 2023.

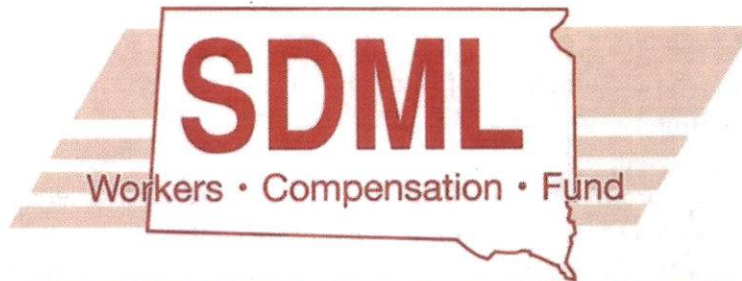
Motion by Commissioner Shaw, seconded by Commissioner Dybdahl, to Adjourn at 6:53 pm.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
March 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Bell, Adilynn	2/27/2023		PT<20		11.14	After School Program
Barry, Cory	3/6/2023	FT	FT	27.62	23.82	Water & Wastewater Operator
Hein, Eli	3/13/2023	PT<20	PT<20	10.81	15.00	Lead Recreation Assistant



*INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdmlwcfund.com www.sdmlwcfund.com*

2023 SDML Workers' Compensation Fund Trenching and Confined Space Entry Safety Equipment Grant Application

*The **SDML WC FUND GRANTS** will be awarded on a first come first received basis.

Program Information:

Background: The SDML Workers' Compensation Fund (SDML WC Fund) has funds available to grant to public entities that have their workers' compensation coverage through the SDML WC Fund, for the purchase of one new piece of equipment/package of qualified and approved Trenching and Confined Space Entry Safety Equipment. A member may apply once per calendar year. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant.

Funds will be distributed in a 50/50 matching grant with the SDML WC Fund providing 50% of the purchase price subject to a \$2,000 maximum per grant. **The recipient will be required to pay the invoice in full, then provide a copy of the entity's cleared check and a copy of the paid invoice. Then the SDML WC Fund will issue the grant check payable to the grant recipient.**

Examples of trenching and confined space entry safety equipment include the following:

Trench Boxes

Hydraulic Shoring

Gas detectors with and without calibration kits

Full body harness

Tripods

Blowers

Purpose: To provide public entities with beneficial equipment in an effort to reduce risk and injury to the public entity employees during an activity involving trenching and confined space entry.

Application period: Grants will be awarded on a first come, first received basis until the grant funds are exhausted. Applications will be accepted beginning at 12:01 a.m. January 1, 2023, CDT. If grant funds are available, the final deadline to submit an application is 5:00 P.M., Dec. 31st 2023, CST. Applications must be received or postmarked by this date to be considered for the grant and if you receive a grant your order must be placed on or before December 31st, 2023. Applications should be delivered to:

SDML Workers Compensation Fund
c/o Insurance Benefits, Inc.
4901 S. Isabel Pl #210
Sioux Falls, SD 57108
Email: info@sdmlwcfund.com
Fax: 605-275-6193

It is recommended that the application be submitted by e-mail to info@sdmlwcfund.com. When your application is received you will receive an email confirmation from the SDML WCF Administrator.

Application Availability:

Applications are available online at www.sdmlwcfund.com or can be obtained by contacting Brad Wilson or Kim Curry at Insurance Benefits, Inc. at 800-233-9073.

Award Notification Date: All applicants will be notified of their receipt or non-receipt of awards as soon as possible, but no later than December 31, 2023.

Selection Criteria: Applications will be reviewed and funds will be awarded using the following selection criteria:

- Member must be in compliance with loss control recommendations. If the work comp coverage is provided by a city, county, etc., every department must be in compliance with loss control recommendations.
- Grant funds availability

Eligibility Requirements:

Eligibility: Applicant must be a current member of the SDML WCF:

1. as of the date of the application
2. in the year the grant will be awarded
3. in the year the grant check is delivered

Application Guidelines:

The SDML WCF has the discretion in approving or denying any, all, or a portion of the grant applications. A member may apply once per calendar year and the grant only applies to one new piece of equipment. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant. Eligible equipment must be ordered in the grant year. Purchases made or orders placed prior to or after the grant year are not eligible for the current grant year.

All applications must include the following completed information:

Organization Information:

Applicant/Member: City of Madison

Address: 116 W Center Madison SD 57042

Department Involved: Madison Fire

Project Contact: Randy Minnaert Phone: 605-256-7523 Fax: 605-256-7537

Email: randy.minnaert@cityofmadison.sd.com

Alternate Contact (if any): _____ Phone: _____

Fax: _____

Email: _____

Please fully describe the equipment to be purchased: Please include manufacturer and model number if applicable. Or submit a detailed quote with the application.

Signature of applicant: Bandy Minnaert Date: 3/15/23

Project and application authorized by: (governing body) _____

Signature (Authorizing Person): _____ Date: _____

Print Name (Authorizing Person): _____ Title: _____

WORK ORDER

Date 3-16-23

☐ Invoice ☐ Order ☒ Quote ☐ Credit/Return ☐ Other

**SALESMAN**

Name: CHRIS BORNITZ

Ph. 605-530-8210 E-mail: chrisbornitz@heimanfire.com

Heiman Fire Equipment | Federal ID # 42-0955663

2320 NW Blvd. Ashton, IA 51232

Ph. 712.724.6212 | 1.800.831.8547

Fax. 712.724.6474 | www.heimanfire.com

CUSTOMER

Name madison fire

Address

City _____ State sd Zip _____

Ph. _____ E-mail _____

Customer # _____ PO# _____

SHIP TO

☐ same as CUSTOMER

Name _____

Address _____

City _____ State _____ Zip _____

Contact Name	Contact Ph.
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☐ Commercial☐ Residential[illegible]

Subtotal \$	2,410.00
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Shipping & handling

Tax rate _____% Tax _____

Credit

TOTAL \$

THIS IS NOT AN INVOICE. ALL INVOICES WILL BE SENT DIRECTLY FROM THE OFFICE.

These two properties had buildings that were removed prior to 2022

Abatement Number	Legal Description	Reason
2023-11	Woodbury Estates Lot 305 1978 Guerdon Mobile Home	Removed from site prior to 2022
2023-12	Woodbury Estates Lot 307 1973 Atlantic Mobile Home	Removed from site prior to 2022

Storm Related Partial Abatements – Reduction based on buildings that were destroyed in Derecho. Abatement requested is calculated by deducting building's assessed values for last 7 months of 2022.

Abatement Number	Legal Description	Reason
2023-06	Lot 1 Dixons 2nd Add Lot 20 CO Aud Subd NE 1/4 Lot 2 Dixons 2nd Add Lot 20 CO Aud Subd NE 1/4	Partial abatement due to 2022 storm
2023-08	All Lot 2 Exc N 16.5' & Exc S175' E442' & EXC W 442' and Exc N25' E119' Lot 2 Lying adjacent to south side of Lot 1 Moriaritys Sub and Exc E 69' W 543' N 110' Exc N16.5' Lot 2 & Exc W31' E150' N25' Lot 2 lying adjacent to S side of Lot 1 all in Moriaritys Sub	Partial abatement due to 2022 storm
2023-09	Outlot #1 Exc N222' Moffits Add	Partial abatement due to 2022 storm
2023-10	W 160' Blk 39 Exc W42' Smith & Trow	Partial abatement due to 2022 storm

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 12th day of April 2023, until 2:00 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 922 HAY GROUND BID

Components of the bid involve the leasing of 80 acres (plus or minus) of City owned property for the purpose of hay production.

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

The information for bidders, bid form and other contract documents may be examined and obtained at the issuing office: City Engineering and Community Development Office, 116 W Center Street, Madison, South Dakota 57042.

Bid envelopes must be clearly marked Bid No. 922 – Hay Ground Bid

The City of Madison reserves the right to waive any informalities, to reject any and all bids and to add or deduct from the proposed work.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Sonya Wilt
Finance Officer

RESOLUTION NO. 2023-08

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:

The West 208.71 feet of the East 868.29 feet of the South 208.71 feet of the North 325.71 feet of the Northeast Quarter (NE ¼) of Section Eighteen (18), Township One Hundred Six (106) North, Range Fifty Two (52), West of the 5th PM, Lake County, SD. and the right-of-way immediately to the north 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 - Fire protection will be provided upon the same basis as currently provided to other areas

of town 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) Customers shall be served with same service and at same rate as the balance of the City.

(b) 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.

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 – If necessary, the developer shall 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.

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 5.495 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 20th day of March, 2023.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$_____.

**CITY OF MADISON
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 21st day of April 2023, until 2:00pm, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota at the Office of the Finance Officer 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 923– Water Department Building Renovation Project
Location: 435 S. Highland Avenue, Madison, SD 57042

Construction Documents can be obtained on or after March 21, 2023 by contacting the Architect. Electronic copies are available upon request. Full-size drawing documents can be printed by the architect at the contractor's expense. Architect: designArc Group LLC email: emily@designarcgroup.com 605.696.7571

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

Bid envelopes must be clearly marked Bid No. 923 - Water Department Building Renovation Project
Office of the City Engineer, 116 W Center Street, Madison, South Dakota 57042.

The City of Madison reserves the right to reject any and all bids and to waive any irregularities.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Sonya Wilt
Finance Officer

Published twice at the approximate cost of \$_.

RESOLUTION NO. 2023-10

A RESOLUTION TO SUBMIT RECREATIONAL TRAILS PROGRAM (RTP) GRANT APPLICATION

WHEREAS, the State of South Dakota has authorized the making of grants from the Recreational Trails Program (RTP) to public bodies to aid in financing the construction of specific outdoor recreation trails projects;

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

1. The Mayor is hereby authorized to execute and file an application on behalf of the City of Madison with the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for a RTP grant to aid in financing the Hyland Recreational Trail for the City of Madison, South Dakota, and its Environs.
2. That the Madison City Mayor is hereby authorized and directed to furnish such information as the above mentioned state agency may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Madison shall provide a minimum of 20% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Dated this 20th day of March, 2023.

CITY OF MADISON

/s/Roy J Lindsay Jr.
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Certification of Recording
Officer _____

The undersigned duly qualified and acting Finance Officer of the City of Madison does hereby certify: That the attached Resolutions is a true and correct copy of the Resolution, authorizing the filing of application with the South Dakota Game, Fish and Parks as regularly adopted at a legally convened meeting of the City of Madison duly held on the 20th day of March, 2023, and further that such Resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have here unto set my hand this ____ day of ____, 2023.

Recording Officer Signature: _____

Title: _____

Seal (notary or city)

RESOLUTION NO. 2023-11

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2023

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

That Section B of Resolution 2022-52 adopted on November 21, 2022 is amended as follows:

That Section C of Resolution 2022-52 adopted on November 21, 2022 is amended as follows:

Dated this _____ day of March 2023.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION B

GRADE ASSIGNMENT/SALARY FOR FULL-TIME EXEMPT POSITIONS

<u>Finance</u>	<u>Grade</u>
Deputy Finance Officer/Grant Administrator	18
<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
Utility Services Coordinator	18
<u>Community Center</u>	<u>Grade/Salary</u>
Assistant Director	16
Aquatics Coordinator	14
Recreation & Intramural Coordinator	12
Fitness Coordinator	12
Youth Coordinator	12

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 – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 6%.
- 5) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 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 only.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot/Clothing Allowance – \$150.00 annually with PR#1.

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

<u>Administration</u>	<u>Grade</u>
Information Technology Coordinator	19
<u>Finance</u>	<u>Grade</u>
Cashier/Finance Assistant I	12
Utility Billing Specialist/Finance Assistant II	14
Accounts Receivable Specialist/Finance Assistant II	14
Accounts Payable Specialist/Finance Assistant III	15
<u>Human Resources</u>	<u>Grade</u>
Human Resources Specialist	15
<u>Engineer & Community Development</u>	<u>Grade</u>
Building Official/Code Enforcement Officer	19
GIS & Engineer Technician	19
Engineering Technician	16
Administrative Assistant	13
<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>
Library Assistant III & Systems Librarian	13
Programs Coordinator	13
Library Assistant II	10
<u>Community Center</u>	<u>Grade/Salary</u>
Fitness & Sports Enhancement Specialist	11
Service Desk Representative	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.
- 4) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 5) Retirement – 8% for Police Sergeants and Officers, 6% all others.
- 6) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 7) 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).
- 8) 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.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership only.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Shift Differential – Weekday Night and Weekend Night 5pm – 7 am \$2.00 (Police Dept Only)
- 15) Shift Differential – Weekend Day 7am – 5pm \$1.50 (Police Dept Only)
- 16) Law Enforcement Certifications – employees are eligible to receive an additional step for eligible certifications as approved by Police Chief and Administrator, with a maximum of one step (1.5%). (South Dakota Certified Law Enforcement Officers only)
- 17) Others as stated in Police Department Policy.

RESOLUTION NO. 2023-12

**A RESOLUTION DESIGNATING THE MAYOR TO SIGN SOLID WASTE
MANAGEMENT PROGRAM GRANT DOCUMENTS**

WHEREAS the City of Madison proposes to purchase land for the development of a restricted use facility for the community; and

WHEREAS the City is eligible to apply for State assistance for the proposed project; and

WHEREAS, with the submission of the SD Solid Waste Management Program (SWMP) grant application for the proposed project, the City of Madison assures and certifies that all SWMP requirements will be fulfilled.

THEREFORE, BE IT RESOLVED, that the Madison City Commission duly authorizes the submission of the SWMP application for the proposed project.

THEREFORE, BE IT FURTHER RESOLVED, that the Mayor of Madison be designated as the certifying official authorized to sign all documents required for the proposed land purchase project including the SWMP application, agreements, contracts, pay requests, correspondence plus any other required paperwork.

Adopted and effective this 20th day of March 2023.

Mayor, City of Madison

ATTEST:

Finance Officer

AIP Grant Application Checklist

AIRPORT NAME: _____ **DATE:** _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: _____

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>				

Form 5100-100 and Bid Tabulations will be provided with the final grant application

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:

MDS

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

AIP #3-46-0029-024-2023

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. UEI:
MTC8CUH8MNQ6**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**e. Organizational Unit:**Department Name:
Madison Municipal Airport

Division Name:

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

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

Title: Mayor

Organizational Affiliation:

City of Madison

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

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 (AIP)**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, United States

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

Hangar Taxilanes Reconstruction to include:

- Construction
- CA/CO
- FAA Project Closeout Report

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

*a. Applicant: SD

*b. Program/Project: SD

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

17. Proposed Project:

*a. Start Date: June 2023

*b. End Date: October 2023

Application for Federal Assistance SF-424

18. Estimated Funding (\$):

*a. Federal (AIP)	\$408,600.00
*b. Applicant	\$22,700.00
*c. State	\$22,700.00
*d. Local	
*e. Other (Shortfall)	
*f. Program Income	
*g. TOTAL	\$454,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ 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

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy
Middle Name: _____
*Last Name: Lindsay
Suffix: _____

*Title: Mayor

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:



Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
AIP #3-46-0029-024-2023 and AIG #3-46-0029-025-2023
Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot

Item No.	Description	Total Price
1a	Eligible - Reconstruct Hangar Taxilanes - Construction - Schedule 1	\$ 251,667.00
1b	Eligible - Reconstruct Hangar Taxilanes - CA/CO, Closeout	\$ 197,903.12
1c	Eligible - Reconstruct Hangar Taxilanes - IFE and Administration	\$ 4,429.88
2a	Ineligible - Reconstruct Hangar Taxilanes - Construction - Schedule 2	\$ 51,242.14
2b	Ineligible - Reconstruct Parking Lot - Construction - Schedule 4	\$ 12,657.75
3	Eligible - Reconstruct Airport Drive & Parking Lot - Construction - Schedule 3	\$ 379,125.17

Total Project Cost = \$ 897,025.06

2023 AIP Entitlement Funding (90%) =	\$ 150,000.00
AIP Carryover Entitlement Funding (90%) =	\$ 59,100.00
Local Share (5%) =	\$ 22,700.00
State Share (5%) =	\$ 22,700.00
Federal Funding Shortfall, Requesting State Apportionment =	\$ 199,500.00
TOTAL	\$ 454,000.00

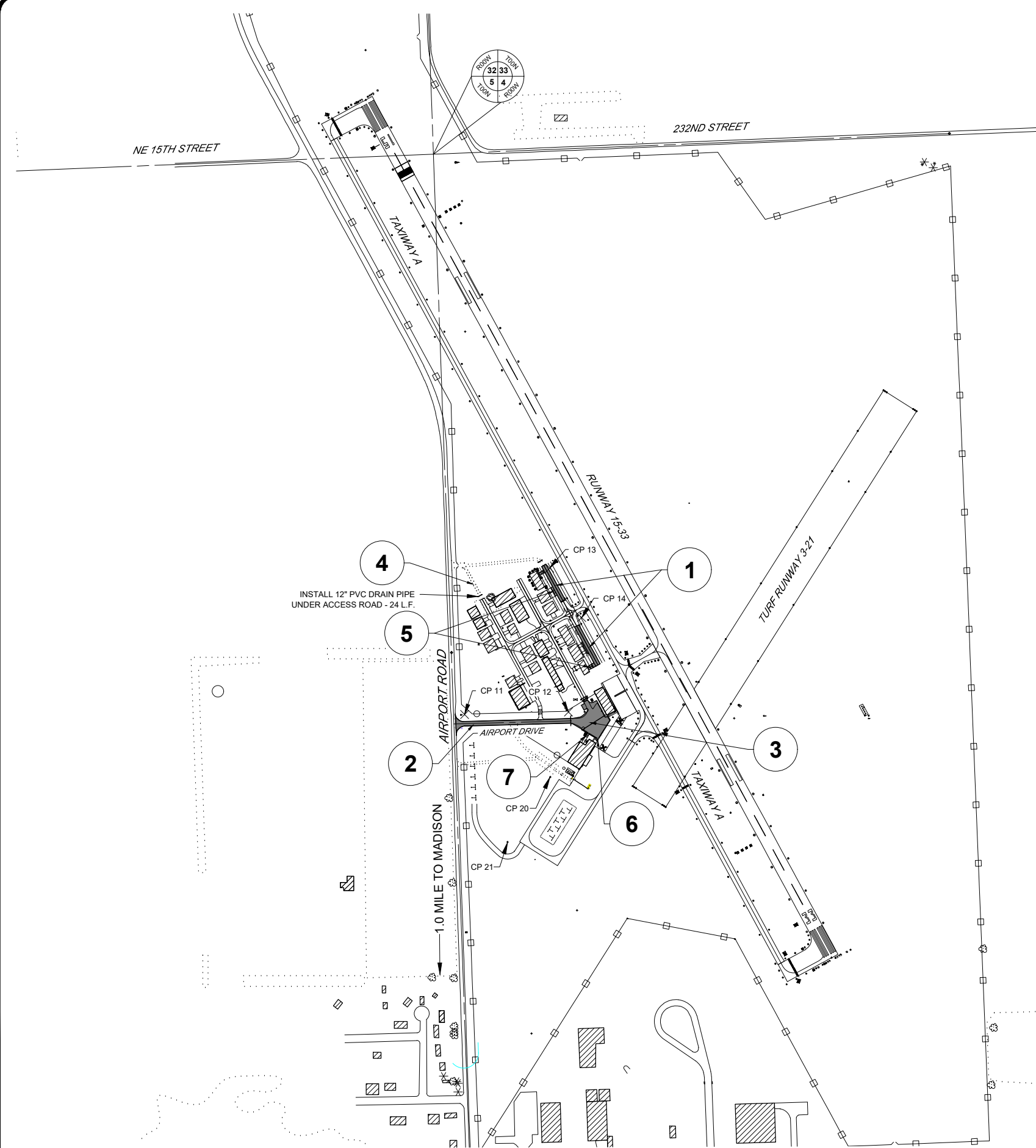
Ineligible costs - Hangar Taxilanes and Parking Lot - Local Share (100%) =	\$ 63,899.89
TOTAL	\$ 63,899.89

2023 BIL-AIG Funding (90%) =	\$ 304,000.00
Local Share (5%) =	\$ 16,888.89
State Share (5%) =	\$ 16,888.89
Funding Shortfall, to be funded Locally =	\$ 41,347.39
Reconstruct Access Road & Parking Lot Total =	\$ 379,125.17

2023 AIP Entitlement Funding =	\$ 150,000.00
AIP Carryover Entitlement Funding =	\$ 59,100.00
Requesting State Apportionment =	\$ 199,500.00
Total 2023 AIP Funding =	\$ 408,600.00

Total 2023 BIL-AIG Funding =	\$ 304,000.00
Total Combined AIP & BIL-AIG Federal Funding =	\$ 712,600.00

Total FAA Funding, with Request of State Apportionment (79.44%) =	\$ 712,600.00
Total Local Funding (16.15%) =	\$ 144,836.17
Total State Funding (4.41%) =	\$ 39,588.89
Total Project Funding =	\$ 897,025.06



PROJECT WORK DESCRIPTION

AIP / AIG ELIGIBLE

- 1 RECONSTRUCT HANGAR TAXILANE (APPROX. 25'x430')
- 2 RECONSTRUCT AIRPORT DRIVE (APPROX. 24'x644')
- 3 RECONSTRUCT AIRPORT PARKING LOT (APPROX. 2,270 S.Y.)
- 4 CONSTRUCT GRAVEL HANGAR ACCESS ROAD (APPROX. 12'x235') (SEE GRAVEL HANGAR ACCESS ROAD NOTES)

AIP / AIG INELIGIBLE

- 5 REMOVE / RECONSTRUCT HANGAR APPROACHES (APPROX. 476 S.Y.)
- 6 RECONSTRUCT CONCRETE SIDEWALK (APPROX. 4'x11')
- 7 RECONSTRUCT CONCRETE DRIVEWAY (APPROX. 10'x20')

CONTROL POINT LIST			
NO.	DESCRIPTION	LOCATION	ELEVATION
CP 11	REBAR	N629,312.39 E2,821,628.12	1,718.64'
CP 12	REBAR	N629,325,.12 E2,822,159.95	1,711.96'
CP 13	REBAR	N630,062.41 E2,822,064.13	1,715.84'
CP 14	REBAR	N629,808.48 E2,822,227.45	1,712.81'
CP 20	REBAR	N628,991.98 E2,822,066.53	1,715.57'
CP 21	REBAR	N628,658.75 E2,821,847.64	1,714.93'

NOTE: CONTRACTOR SHALL VERIFY CONTROL POINTS IN THE FIELD PRIOR TO CONSTRUCTION.

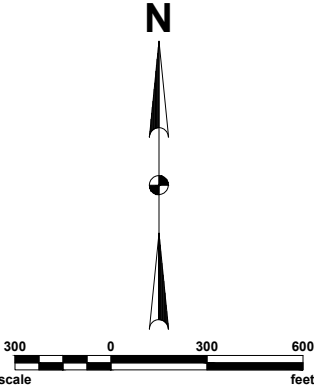
BASIS OF ESTIMATE

REMOVE & DISPOSE OF ASPHALT PAVEMENT - FULL DEPTH (P-101) -	AVERAGE DEPTH ASPHALT PAVEMENT: - 3"- 4" TAXILANE - 2" - 4" AIRPORT DRIVE - 4"-6" PARKING LOT
REMOVE & DISPOSE OF CONCRETE PAVEMENT - FULL DEPTH (P-101) -	AVERAGE DEPTH CONCRETE PAVEMENT: - 6" TAXILANE HANGAR APPROACHES - 6" PARKING LOT CONCRETE DRIVEWAY - 4" PARKING LOT CONCRETE SIDEWALK
TOPSOIL REMOVAL (P-152) -	STRIP 6" OVER ALL EXCAVATION OR EMBANKMENT AREAS. (INCLUDED IN UNCLASSIFIED EXCAVATION QUANTITY FOR PAYMENT)
EMBANKMENT (P-152) -	15% ADDITIONAL VOLUME HAS BEEN ADDED FOR SHRINKAGE
SEPARATION GEOTEXTILE (P-154) -	ACTUAL S.Y., NO OVERLAP INCLUDED
SUBBASE COURSE (P-154) -	COMPACTED VOLUME IN PLACE
AGGREGATE BASE COURSE (SP-260, SDDOT) -	COMPACTED VOLUME IN PLACE
HOT MIX ASPHALT (HMA) PAVEMENT (SP-320, SDDOT) -	150 LBS/C.F.
EMULSIFIED ASPHALT TACK COAT (P-603) -	0.10 GAL./S.Y.
TOPSOIL REPLACEMENT (T-905) -	MEASURED IN STOCKPILES BY AVERAGE END AREAS OR PRISMOIDAL METHOD (PAID FOR AS TOPSOILING). 6" TOPSOIL DEPTH UNLESS OTHERWISE SPECIFIED.

GRAVEL HANGAR ACCESS ROAD NOTES
CONTRACTOR SHALL STRIP TOPSOIL ALONG THE PROPOSED GRAVEL HANGAR ACCESS ROAD ALIGNMENT TO A WIDTH OF 12 FT AND A DEPTH OF 6" FROM THE EXISTING GRAVEL ACCESS GATE ENTRANCE TO THE EXISTING CONCRETE HANGAR TAXILANE. THE CONTRACTOR STOCKPILE THE TOPSOIL IN THE LOCATION SHOWN ON THE LAYOUT AND INSTALL 6" OF SDDOT GRAVEL CUSHION. STRIPPING AND STOCKPILING OF TOPSOIL SHALL BE INCLUDED AND PAID FOR UNDER THE "UNCLASSIFIED EXCAVATION" BID ITEM. THE CONTRACTOR SHALL ALSO REMOVE THE EXISTING 4" PVC DRAINAGE PIPE AND REPLACE IT WITH A NEW 12" PVC DRAINAGE PIPE UNDER THE GRAVEL HANGAR ACCESS ROAD, AS SHOWN IN THE LAYOUT, (WITH PROPER COVER OVER TOP OF THE PIPE) TO MAINTAIN AIRPORT DRAINAGE AT THIS LOCATION. CONTRACTOR SHALL RESTORE AREAS AROUND GRAVEL HANGAR ACCESS ROAD WITH TOPSOIL, SEED, AND MULCH AS SHOWN ON SHEET 14. AT THE END OF THE PROJECT, CONTRACTOR SHALL LEAVE THE GRAVEL ACCESS ROAD IN PLACE AND OWNERSHIP OF THE GRAVEL ROAD SHALL BE TURNED OVER TO THE AIRPORT. PAYMENT FOR THE GRAVEL HANGAR ACCESS ROAD WILL BE PAID FOR UNDER THE APPROPRIATE BID ITEM ASSOCIATED TO EACH ITEM OF WORK. THE ESTIMATED QUANTITIES FOR CONSTRUCTION OF THE GRAVEL HANGAR ACCESS ROAD ARE SHOWN BELOW.

ESTIMATED GRAVEL HANGAR ACCESS ROAD QUANTITIES

P-101 - REMOVE & DISPOSE OF 4" PVC DRAIN PIPE	27 L.F.
P-152 - UNCLASSIFIED EXCAVATION	46 C.Y.
P-154 - SEPARATION GEOTEXTILE	272 S.Y.
SP-302 - 6" SDDOT 260 GRAVEL	45 C.Y.
D-701 - 12" PVC DRAIN PIPE	24 L.F.
T-905 - TOPSOILING	65 C.Y.



MADISON MUNICIPAL AIRPORT
CITY OF MADISON (OWNER)
MADISON, SOUTH DAKOTA

PROJECT WORK DESCRIPTION
& BASIS OF ESTIMATE

DRAFTED
ERF
REVIEWED
ARS
PROJECT NUMBER
2205-00411
LAST REVISED DATE
02/16/2023

SHEET

5

Madison Municipal Airport (MDS)

2021 Pavement Condition Index (PCI) Study



Project Narrative (Justification)
2023 FAA AIP Grant Application
AIP #3-46-0029-024-2023
Madison Municipal Airport

Project Item

Construction, CA/CO, and FAA Closeout Report Services for the reconstruction of Hangar Taxilanes.

What is the Project?

The project is for construction, CA/CO professional services, and closeout report services for the reconstruction of existing hangar taxilanes at Madison Municipal Airport. Locations are shown in the attached Project Work Description plan sheet.

Why is the Project Needed Now?

The hangar taxilanes had a 2021 PCI of 19. 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 is the second phase to reconstruct the pavements. The first phase was completed with an FAA grant in 2022 for design and bidding phases.

Total Funds Expended this Fiscal Year?

\$408,600 – Total AIP funds request

\$209,100 – FAA AIP funds in entitlement transfers

\$22,700 – Local funds

\$22,700 – State funds

Additional AIP Funds Needed to Complete Project?

\$199,500 – Based on the contractor bid received, there is a funding shortfall. The Sponsor would appreciate any additional AIP, State Apportionment, or Entitlement Transfers available to assist in funding this project.

Schedule

Construction is planned for spring/summer/fall of 2023.

Construction is anticipated to begin June 2023 and be completed by September/October 2023 (approximately 100 calendar days or 3.5 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 13 months (including time for project final acceptance and approximately 6 months for FAA closeout documentation and review process).

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.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> 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).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

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 it promotes development of the property adjacent to the airport for uses that are compatible with the airport.

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.

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 that this project is consistent with local plans and 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 has 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 the Exhibit A property map dated January 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 (AIP)

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			\$ 430
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			197,903
5. Other Architectural engineering fees			4,000
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			251,667
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 454,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			454,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 454,000
19. Federal Share requested of Line 18			408,600
20. Grantee share			22,700
21. Other shares			22,700
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 454,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Ineligible items are separated from this application (locally funded)	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

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): City/Municipal Airport funds	22,700
h. TOTAL - Grantee share	\$ 22,700
25. Other Shares	Amount
a. State	22,700
b. Other	
c. TOTAL - Other Shares	\$ 22,700
26. TOTAL NON-FEDERAL FINANCING	\$ 45,400

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruct Hangar Taxilanes

AIRPORT: Madison Municipal Airport

1. Objective:

The project will consist of reconstruction for existing hangar taxilanes.

2. Benefits Anticipated:

The reconstruction of the hangar taxilanes will improve the existing failed pavement with a 2021 PCI rating of 19. The taxilanes are used by several hangars abutting the taxilanes.

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

Construction observation/administration - 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.

Construction is anticipated to begin June 2023 and be completed by September/October 2023 (approximately 100 calendar days or 3.5 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 13 months (including time for project final acceptance and approximately 6 months for FAA closeout documentation and review process).

4. Geographic Location:

Madison Municipal Airport is located on the east edge of Madison, South Dakota.

5. If Applicable, Provide Additional Information:

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

Roy Lindsay, Mayor, 116 W. Center Street, Madison, SD 57042, (605) 256-7500

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 8th day of March, 2023, between City of Madison, South Dakota ("OWNER") with principal offices at 116 W Center Street, Madison, SD 57042, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Independent Fee Estimate (IFE) for the Hangar Taxilanes Reconstruction, Entrance Road and Parking Lot Reconstruction Construction Administration and Observation Services ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services.

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is Four Thousand Dollars (\$4,000.00).

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Madison, SD

"OWNER"

BY:

Roy J. Lindsay Jr.

NAME:

Roy J. Lindsay Jr.

TITLE:

Mayor

ADDRESS:

116 W. Center St
Madison, SD 57042

HDR ENGINEERING, INC.

"ENGINEER"

BY:

Jason L. Kjenstad

NAME:

Jason Kjenstad

TITLE:

Sr. Vice President

ADDRESS:

101 S. Phillips Ave, Ste 401
Sioux Falls, SD 57104

EXHIBIT A

SCOPE OF SERVICES

HDR will complete an Independent Fee Estimate (IFE) for the Hangar Taxilanes Reconstruction, Entrance Road and Parking Lot Reconstruction Construction Administration and Observation Services at the Madison Municipal Airport.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, SDDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services received from KLJ Engineering for the Hangar Taxilanes Reconstruction, Entrance Road and Parking Lot Reconstruction Construction Administration and Observation Services. HDR will prepare the IFE and return it to you by March 16, 2023.

We look forward to working with you on this project. Please contact me at 605.360.9864 or eric.hanson@hdrinc.com with any questions.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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 ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



March 14, 2023

RE: Madison Municipal Airport
Independent Fee Estimate

Mr. Ryan Hegg
City of Madison
116 W Center Street
Madison, SD 57042

Dear Mr. Hegg:

Enclosed is our Independent Fee Estimate for Construction Phase Services for the Hangar Taxilane, Airport Drive and Parking Lot Reconstruction Project. The estimate is for the project based on information provided by the City of Madison and our knowledge of the effort needed to complete the scope of work.

The attached spreadsheet shows estimates of hours per task and professional fees. We are estimating 1340 hours for the project and a total cost of \$205,222.93. I would expect for a project of this size and complexity would have engineering fees in the range of \$184,000 to \$225,000.

If you have questions or wish to discuss the estimate, please contact me at 605.782.8128 or at eric.hanson@hdrinc.com. Thank you for the opportunity to prepare the estimate.

Sincerely,

HDR Engineering Inc.

A handwritten signature in black ink, appearing to read 'Eric Hanson', followed by a horizontal line.

Eric Hanson, PE
enclosure

Attachment B - Independent Fee Estimate

Madison Municipal Airport
Madison, South Dakota

Hourly Rate and Cost Breakdown

PHASE: Construction Administration / Construction Observation

PROJECT: Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot (based on 96 calendar days/68 working days)

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I	Contract Administrator	GIS Analyst III	Professional Land Surveyor	2-Person Survey Crew	Engineer in Training I					Task Direct Labor Cost
Project Administration															
Project Scoping Meeting with Owner															
Meeting Preparation		1													\$ 55.00
Participate in Meeting (including travel)		1													\$ 55.00
Prepare and File Meeting Minutes		1													\$ 55.00
Prepare Project Detailed Scope of Services and Schedule	1	2													\$ 185.00
Project Detailed Scope of Services Review															
Meeting Preparation		1													\$ 55.00
Participate in Meeting (including travel)		1													\$ 55.00
Prepare and File Meeting Minutes		1													\$ 55.00
Engineering Detailed Scope of Services and Hour Negotiations	1	2													\$ 185.00
Agreement for Professional Services		1				2									\$ 135.00
Independent Fee Document Preparation		1													\$ 55.00
Subtotal															\$ 890.00
Project Management															
Overall Project Management	4	40													\$ 2,500.00
Project Startup Meeting		1	1												\$ 91.00
Project Budget Setup		1		1											\$ 80.00
Monthly Budget Review		6													\$ 330.00
Monthly Invoicing		6		13	6										\$ 805.00
Periodic Internal Meetings		2	2												\$ 182.00
Develop Quality Control Plan		4													\$ 220.00
Monthly Status Reports		13		6	6										\$ 1,015.00
DBE Reporting				2	2										\$ 100.00
Prepare SDDOT Audit Review Information		13													\$ 715.00
Subtotal															\$ 6,038.00
FAA Grant Administration / Assistance															
FAA Grant-Pre-Application															\$ -
Prepare and Submit FAA Grant Application		4													\$ 220.00
FAA Grant Coordination / Reimbursement Processing		4		4	4										\$ 420.00
FAA Quarterly Reports		5			10										\$ 525.00
FAA Grant Closeout															
Subtotal															\$ 1,165.00
Subconsultant Coordination															
Prepare and Coordinate Subconsultant Agreements		1				2									\$ 135.00
Subconsultant Coordination															
Material Testing		10													\$ 550.00
Subtotal															\$ 685.00
Construction Administration															
Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)		4	8												\$ 508.00
Prepare and Conduct Pre-Construction Meeting															
Meeting Preparation		1	1												\$ 91.00
Participate in Meeting (including travel)		4	3												\$ 328.00
Prepare and File Meeting Minutes		1	1												\$ 91.00
Prepare and Conduct Pre-Phase Meetings															\$ -
Shop Drawing / Certification Review		34													\$ 1,870.00
Review Contractor Requests for Information (RFI) and Responses		6													\$ 330.00
Prepare Change Orders		3	12	3											\$ 672.00
Prepare Periodical Estimates		5	15												\$ 815.00
Project Records and Payrolls				4	20										\$ 600.00
Weekly Construction Progress Meetings															
Meeting Preparation															\$ -
Participate in Meeting (including travel)		60													\$ 3,300.00
Prepare and File Meeting Minutes															\$ -
Conduct Substantial / Punch List Inspection of Project															
Meeting Preparation															\$ -
Participate in Meeting (including travel)		5													\$ 275.00
Prepare and File Meeting Minutes															\$ -

Attachment B - Independent Fee Estimate

Madison Municipal Airport
Madison, South Dakota

Hourly Rate and Cost Breakdown

PHASE: Construction Administration / Construction Observation

PROJECT: Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot (based on 96 calendar days/68 working days)

KLI Title	Project Manager	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I	Contract Administrator	GIS Analyst III	Professional Land Surveyor	2-Person Survey Crew	Engineer in Training I					Task Direct Labor Cost
Conduct Final Inspection of Project															
Meeting Preparation															\$ -
Participate in Meeting (including travel)			5	5											\$ 455.00
Prepare and File Meeting Minutes															\$ -
Analyzing Grades per FAA Requirement				4				4							\$ 304.00
Quality Acceptance Construction Materials Testing															
Tribal Monitoring Coordination															\$ -
Periodic Owner Meetings															
Meeting Preparation															\$ -
Participate in Meeting (including travel)				10											\$ 550.00
Prepare and File Meeting Minutes															\$ -
Periodic Agency Meetings															
Meeting Preparation															\$ -
Participate in Meeting (including travel)				2											\$ 110.00
Prepare and File Meeting Minutes															\$ -
FAA Flight Check Coordination															\$ -
Aeronautical Survey Services															\$ -
Subtotal															\$ 10,299.00
Construction Observation															
Construction Verification Survey															\$ -
Construction Surveying - General								16							\$ 800.00
Construction Surveying - Establish Project Control									16						\$ 1,280.00
Contractor Staking QA/QC - Slope Staking									8						\$ 640.00
Contractor Staking QA/QC - Top of Subgrade Elevations									16						\$ 1,280.00
Contractor Staking QA/QC - Top of Subbase Course									16						\$ 1,280.00
Contractor Staking QA/QC - Top of Aggregate Base Course									16						\$ 1,280.00
Contractor Staking QA/QC - Top of Hot Mix Asphalt Pavement									16						\$ 1,280.00
Contractor Staking QA/QC - Storm Sewer									16						\$ 1,280.00
Contractor Staking QA/QC - Lights and Signs															\$ -
Contractor Staking QA/QC - Finish Topsoil Grading									8						\$ 640.00
Contractor Staking QA/QC - Other									16						\$ 1,280.00
Observation - Full Time and Periodic			10	636						78					\$ 25,942.00
Archaeological Observation - Periodic															\$ -
Subtotal															\$ 36,982.00
Total Hours	6	272	688	33	48	4	4	16	128	78					
Hourly Rate	\$75.00	\$55.00	\$36.00	\$25.00	\$25.00	\$40.00	\$40.00	\$50.00	\$80.00	\$32.00					

Enter the Overhead Rate 1.8969

Direct Labor Total \$ 56,059.00
Indirect Labor Total (1.8969 Overhead Rate) \$ 106,338.32
Direct and Indirect Labor Total \$ 162,397.32
Fixed Fee (13%) \$ 21,111.65
Cost of Facilities (0.28%) \$ 156.97

Enter the Cost of Facilities Rate (%) 0.28

Subtotal \$ 183,665.94

Expenses					
Air Charter	\$ -	per trip @		trips	
Per Diem	\$ -	per day @		days	
Vehicle Usage	\$ -	per day @		days	
Materials and Supplies					
Subconsultants	Materials Testing		\$	13,408.84	
Other Expenses					

Expenses Total \$ 13,408.84

Construction Administration / Construction Observation Total Cost \$ 197,074.78

Attachment B - Independent Fee Estimate

Madison Municipal Airport
Madison, South Dakota

Hourly Rate and Cost Breakdown

PHASE: **FAA Project Closeout Report**
PROJECT: **Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot**

KLJ Title	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I										Task Direct Labor Cost
FAA Project Closeout Report														
Prepare Final Payment	1		2											\$ 105.00
Prepare DBE Summary Report			2	2										\$ 100.00
Prepare Executive Summary	1	2												\$ 127.00
Prepare Quantity Revision Summary	1	4												\$ 199.00
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings	4	20												\$ 940.00
Prepare Closeout Report Document	8	16												\$ 1,016.00
Subtotal														\$ 2,487.00
Total Hours	15	42	4	2	0									
Hourly Rate	\$55.00	\$36.00	\$25.00	\$25.00										

Enter the Overhead Rate	1.8969	Direct Labor Total	\$ 2,487.00
		Indirect Labor Total (1.8969 Overhead Rate)	\$ 4,717.59
		Direct and Indirect Labor Total	\$ 7,204.59
		Fixed Fee (13%)	\$ 936.60
Enter the Cost of Facilities Rate (%)	0.28	Cost of Facilities (0.28%)	\$ 6.96
		Subtotal	\$ 8,148.15

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

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 8,148.15

Total Cost - Construction Administration / Construction Observation, FAA Project Closeout Report \$ 205,222.93

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0029-024-2023 and BIL-AIG 3-46-0029-025-2023
Construction Administration and Construction Observation (CA/CO)**

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, Airport Drive and Parking Lot

- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report Services

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 3-46-0029-024-2023 and BIL-AIG 3-46-0029-025-2023, 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
FAA Project Closeout Report	\$7,016.70

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
Construction Administration and Observation	\$20,389.23	\$190,886.42

C. The maximum limiting amount for this Agreement is \$197,903.12.

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 Roy Lindsay, 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:



Jake Braunagel

By:

Roy Lindsay

Its:

Aviation Group Leader

Its:

Mayor

Date:

3/15/2023

Date:

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, PWT 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, PWT

Date of Execution: 3/15/2023

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 principals 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, PWTDate of Execution: 3/15/2023

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLCIndirect Cost Rate Proposal: 184.44%Date of Proposal Preparation: March 15, 2023Fiscal 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, PWTDate of Certification (mm/dd/yyyy): 3/15/2023



Attachment A
Detailed Scope of Services
Madison Municipal Airport, Madison, South Dakota
AIP Project #3-46-0029-024-2023 & BIL-AIG Project #3-46-0029-025-2023
KLJ #2305-00269
2/28/2023

Project Description

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

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant and Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) to the City of Madison. Non-federal work shall be performed and constructed with local funds.

The project consists of reconstruction of hangar taxilanes (approx. 25'x430'), reconstruction of existing road "Airport Drive" (approx. 24'x600'), and reconstruction of existing parking lot (approx. 140'x140'). The Engineer will provide construction administration and observation services and FAA project closeout report.

Detailed Scope of Services to be completed includes the following:

- Task 3 – Construction Administration and Observation Services
- Task 14 – FAA Project Closeout Report

Design and Bidding Services were completed as part of a prior agreement and not included in this Detailed Scope of Services.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

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 Item 4 and 5 of the Agreement.

Project Schedule

Construction is anticipated to begin June 2023 and be completed by September 2023 (approximately 100 calendar days or 3.5 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 13 months.

Project Administration

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping, FAA pre-application, and airport capital improvements plan with the Owner via teleconference (1 meeting). It is estimated that up to 3 hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Associate Project Manager)

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, FAA, and State for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner, FAA, and State 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 State comments.

It is estimated that up to 3 hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Associate Project Manager)

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA and State, 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.

Independent Fee Document Preparation. The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

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 Aaron Storm identified 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 management is anticipated to last for 13 months based on the following:

- Begin 1 month before the start of construction (May 2023).
- Run for 3.5 months during construction of the project (June 2023 through September 2023).
- Run another 60 calendar days between Substantial Completion and Final Acceptance (October 2023 through November 2023).
- Run 180 calendar days through the FAA closeout (December 2023 through May 2024).

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with staff consisting of all construction team members to review the project and prepare for construction activities.

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

Monthly Budget Review. The Project Manager shall review budgets and budget projections monthly and coordinate any known issues with the Owner. This project is anticipated to have a 13-month duration.

Monthly Invoicing. The Project Manager shall prepare billings of project accounting. This project is anticipated to have a 13-month duration.

Periodic Internal Meetings. The Project Manager shall conduct periodic internal meetings to review schedule and outstanding issues encountered. It is anticipated that there will be two (2) meetings for 1-hour each for the following staff:

- Project Manager (Associate Project Manager)
- Resident Engineer (Engineer in Training I)

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.

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. This project is anticipated to have a 13-month duration.

DBE Reporting. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project. This project is anticipated to have a 13-month duration.

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

FAA Grant Administration / Assistance

FAA Grant Pre-Application. Completed as part of a prior agreement and not included in this Detailed Scope of Services.

Prepare and Submit FAA Grant Application. The Engineer shall prepare and submit the FAA grant Application for Federal Assistance and State Funding Application for the construction portion of the project for each the AIP and BIL-AIG grants.

FAA Grant Coordination / Reimbursement Processing. The Engineer shall prepare and coordinate the appropriate documentation required for the Owner to received reimbursement for project eligible costs through the Owner's FAA and State grant for each the AIP and BIL-AIG grants.

FAA Quarterly Reports. The Engineer shall prepare and submit the FAA quarterly grant reports. This project is anticipated to have a 13-month duration. A total of five (5) FAA quarterly grant reports are anticipated for each the AIP and BIL-AIG grants.

FAA Grant Closeout. The FAA grant closeout tasks are included in a subsequent portion of this Detailed Scope of Services for each the AIP and BIL-AIG grants.

Subconsultant Coordination

The Engineer anticipates one (1) subconsultant to assist with different elements of this project.

- Material Testing – American Engineering Testing (AET)

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.

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

- Material Testing
 - It is anticipated that the Project Manager shall coordinate testing activities and questions with a material testing firm during construction activities. This coordination is anticipated to be ten (10) hours for this project.

Construction Administration

Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost). The Engineer shall prepare a Construction Management Plan per the requirements of the FAA which identifies the responsibility and frequencies of the testing requirements for the project.

Prepare and Conduct Pre-Construction Meeting. Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction meeting agenda, conduct the pre-construction meeting, and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Security
- Testing requirements
- Contractor Quality Control Program (CQCP) from C-100
- Resident Engineer's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements
- Subcontractor(s)

It is estimated that up to 6 hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Associate Project Manager)
- Resident Engineer (Engineer in Training I)

~~**Prepare and Conduct Pre-Phase Meetings.**~~ Not included in the Detailed Scope of Services.

Shop Drawing / Certification Review. Review Contractor shop drawings and certifications for compliance with the project plans and specifications for one (1) contract. Issue the appropriate response to the Contractor.

- Estimate based on up to 2 reviews of 4 shop drawings for the civil engineering items (average of 1 hour each for review, response, and filing in project records) total for the project.
 - Fencing with 2 shop drawings.
 - Culvert and end sections with 2 shop drawings.
- Estimate based on up to 2 reviews of 26 submittals for the civil engineering items (average of 0.5 hour each for review, response, and filing in project records) total for the project
 - C-100 = 1 submittal
 - C-102 = 4 submittals
 - P-154 = 3 submittals
 - SP-260 = 1 submittal
 - SP-320 = 3 submittals
 - SP-380 = 1 submittal
 - P-603 = 1 submittal
 - P-605 = 1 submittal
 - P-620 = 2 submittals
 - SP-651 = 1 submittal

- D-701 = 1 submittal
- D-705 = 4 submittals
- D-751 = 1 submittal
- T-901 = 1 submittal
- T-908 = 1 submittal

Review Contractor Requests for Information (RFI) and Responses. Review Contractor requests for information for one (1) contract. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to 3 RFIs for the civil engineering items (average of 2 hours each for review, response, and filing in project records) total for the project.

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractors work, payment, or schedule as the issue arise during the construction phase for one (1) contract.

- Estimate based on up to 3 change orders total for the project for the civil engineering items with each change order taking approximately 6 hours to prepare and coordinate signatures.

Prepare Periodical Estimates. The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for one (1) contract.

- Estimate based on up to 5 pay estimates total for the project with each pay estimate taking approximately 4 hours to prepare and coordinate signatures.

Project Records and Payrolls. Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for one (1) contract.

- Estimate based on 4 months of payroll records averaging 6 hours per month

Weekly Construction Progress Meetings. The Engineer shall coordinate progress meetings on a scheduled agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings, and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Overall construction duration is anticipated to be 4 months with approximately 12 weekly meetings.
- It is anticipated that the following engineering staff members shall attend the weekly construction meetings:
 - Project Manager (Associate Project Manager)
 - Resident Engineer (Engineer in Training I) (already on-site and time included in other tasks)

Travel time is estimated at 2 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

Conduct Substantial / Punch List Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punch list for one (1) contract. The Engineer shall verify that punch list items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Associate Project Manager)
- Resident Engineer (Engineer in Training I) (already on-site and time included in other tasks)

Travel time is estimated at 2 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

Conduct Final Inspection of Project. The Engineer shall coordinate with the Owner, State, and Contractor to conduct a final inspection meeting at the Airport for one (1) contract. The Engineer shall follow-up on any new deficiencies that are identified or punch list items that have not been satisfactorily corrected. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Associate Project Manager)
- Resident Engineer (Engineer in Training I)

Travel time is estimated at 2 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

Analyzing Grades per FAA Requirement. The Engineer shall analyze the applicable grade requirements as required based on FAA criteria. The Engineer shall obtain the data noted as being the Owner's responsibility. Acceptance shall be based on the data obtained by the Engineer and as provided by the Engineer's survey.

Quality Acceptance Construction Materials Testing. The Engineer, through a subconsultant, shall perform all required quality acceptance testing of construction materials identified as being the responsibility of the Owner or Engineer within the project specifications. Efforts for this subconsultant coordination are included in the Subconsultant Coordination section of the Detailed Scope of Services.

Tribal Monitoring Coordination. A Tribal Monitor is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

Periodic Owner Meetings. It is anticipated that the Engineer shall attend two (2) periodic Owner meetings to coordinate any issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Associate Project Manager)
 - It is estimated that up to 5 hours per meeting will be needed for meeting preparation, travel, meeting attendance at the Airport, and meeting minutes.

Periodic Agency Meetings. It is anticipated that the Engineer shall attend two (2) periodic agency meeting to coordinate construction activities and issues with the Owner and agencies via teleconference. It is estimated that up to two (2) hours will be needed for meeting preparation, meeting attendance, and meeting minutes. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (Associate Project Manager)

FAA Flight Check Coordination. An FAA Flight Check is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

Aeronautical Survey Services. Not included in this Detailed Scope of Services.

Construction Observation

Construction Surveying - General. A Professional Land Surveyor shall utilize an estimated 16 hours to coordinate and supervise survey crews, prepare survey data, and prepare reports in support of this project.

Construction Surveying - Establish Project Control. The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC - Slope Staking. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Top of Subgrade Elevations. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Top of Subbase Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Top of Aggregate Base Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Top of Hot Mix Asphalt Pavement. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Storm Sewer. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Signs. The Engineer shall provide verification survey activities as required by the project specifications. The survey crew shall accomplish this survey when they are already on-site and time is included in other tasks.

Contractor Staking QA / QC – Finish Topsoil Grading. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Contractor Staking QA / QC – Other. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

Observation - Full Time and Periodic. The Engineer shall provide full time construction observation for this project. It is estimated at this time that 96 calendar days (68 working days) be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the pavement removal, earthwork, aggregate base, and associated items is estimated at 90 calendar days (62 working days). During pavement removal, earthwork operations, and aggregate base operations the Engineer estimates that the Resident Engineer shall be on-site for an estimated 62 working days at 8 hours per day. Travel time was estimated at 62 round trips at 2 hours per trip for the Resident Engineer (based in Sioux Falls, SD).
- Construction time to complete the paving and associated items is estimated at 6 working days. During paving operations, the Engineer estimates that the Resident Engineer shall be on-site for 6 working days at 11 hours per day and the Resident Observer shall be on-site for 6 working days at 11 hours per day. Travel time was estimated at 6 round trips at 2 hours per trip for each of the Resident Engineer and Project Manager (based in Sioux Falls, SD).
- It is anticipated that the Project Manager shall make 2 site visits to the project during construction operations to visit with the Owner and conduct a review of the construction progress. Travel time was estimated at 2 round trips at 5 hours per trip for the Project Manager (3 hours on-site and 2 hours of travel).

~~**Archaeological Observation – Periodic.**~~ Not included in the Detailed Scope of Services.

FAA Project Closeout Report

Prepare Final Payment. Prepare final outlay request for final grant payment and required acceptance forms for both AIP and BIL-AIG grants. Coordinate with SDDOT for the final grant payment and required acceptance forms for both AIP and BIL-AIG grants.

Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor for both AIP and BIL-AIG grants.

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 Quantity Revision Summary. Perform a review of project costs and explanations of cost variations from plan for both AIP and BIL-AIG grants.

Prepare ALP Update. Preparation of an ALP Update has not been included in the Detailed Scope of Services.

Exhibit A Update. Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

Prepare Record Drawings.

- Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.
- The plan set has approximately 40 plan sheets. Estimate is based on 0.5 hour per plan sheet.
- Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

Prepare Closeout Report Document.

- Prepare summaries of all test results on materials installed as required and final testing report for both AIP and BIL-AIG grants.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for both AIP and BIL-AIG grants.

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 to minimize delay in the progress of the Engineer's work.

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 has an approved DBE Plan and shall make determinations on accomplishments and participation.

Attachment B
 Madison Municipal Airport
 Madison, South Dakota
 KLJ #2305-00269, AIP #3-46-0029-024-2023, BIL-AIG #3-46-0029-025-2023
Hourly Rate and Cost Breakdown



PHASE: Construction Administration / Construction Observation
PROJECT: Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot (based on 96 calendar days/68 working days)

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I	Contract Administrator	GIS Analyst III	Professional Land Surveyor	2-Person Survey Crew	Engineer in Training I					Task Direct Labor Cost
Project Administration															
Project Scoping Meeting with Owner															
Meeting Preparation			1												\$ 52.00
Participate in Meeting (including travel)			1												\$ 52.00
Prepare and File Meeting Minutes			1												\$ 52.00
Prepare Project Detailed Scope of Services and Schedule	1		3												\$ 219.00
Project Detailed Scope of Services Review															
Meeting Preparation			1												\$ 52.00
Participate in Meeting (including travel)			1												\$ 52.00
Prepare and File Meeting Minutes			1												\$ 52.00
Engineering Detailed Scope of Services and Hour Negotiations	1		2												\$ 167.00
Agreement for Professional Services			2				1								\$ 137.00
Independent Fee Document Preparation			3												\$ 156.00
Subtotal															\$ 991.00
Project Management															
Overall Project Management	4		25												\$ 1,552.00
Project Startup Meeting			1	1											\$ 87.00
Project Budget Setup			1		1										\$ 80.00
Monthly Budget Review			6												\$ 312.00
Monthly Invoicing			6		3	3									\$ 456.00
Periodic Internal Meetings			2	2											\$ 174.00
Develop Quality Control Plan			1												\$ 52.00
Monthly Status Reports			6		3	3									\$ 456.00
DBE Reporting					6	6									\$ 288.00
Prepare SDDOT Audit Review Information			1												\$ 52.00
Subtotal															\$ 3,509.00
FAA Grant Administration / Assistance															
FAA Grant Pre-Application															\$ -
Prepare and Submit FAA Grant Application			2												\$ 104.00
FAA Grant Coordination / Reimbursement Processing			2		3	1									\$ 208.00
FAA Quarterly Reports			2			2									\$ 144.00
FAA Grant Closeout															\$ -
Subtotal															\$ 456.00
Subconsultant Coordination															
Prepare and Coordinate Subconsultant Agreements			2			2									\$ 170.00
Subconsultant Coordination															
Material Testing			10												\$ 520.00
Subtotal															\$ 690.00
Construction Administration															
Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)			1	2											\$ 122.00
Prepare and Conduct Pre-Construction Meeting															
Meeting Preparation			1	1											\$ 87.00
Participate in Meeting (including travel)			4	4											\$ 348.00
Prepare and File Meeting Minutes			1	1											\$ 87.00
Prepare and Conduct Pre-Phase Meetings															
Shop Drawing / Certification Review			34												\$ 1,768.00
Review Contractor Requests for Information (RFI) and Responses			6												\$ 312.00
Prepare Change Orders			12	3	3										\$ 813.00
Prepare Periodical Estimates			15	5											\$ 955.00
Project Records and Payrolls															\$ 544.00
Weekly Construction Progress Meetings															
Meeting Preparation			8												\$ 416.00
Participate in Meeting (including travel)			60												\$ 3,120.00
Prepare and File Meeting Minutes			8												\$ 416.00

Attachment B
 Madison Municipal Airport
 Madison, South Dakota
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Hourly Rate and Cost Breakdown



PHASE: Construction Administration / Construction Observation
PROJECT: Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot (based on 96 calendar days/68 working days)

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I	Contract Administrator	GIS Analyst III	Professional Land Surveyor	2-Person Survey Crew	Engineer in Training I					Task Direct Labor Cost
Conduct Substantial / Punch List Inspection of Project															
Meeting Preparation		0.5													\$ 26.00
Participate in Meeting (including travel)		5													\$ 260.00
Prepare and File Meeting Minutes		0.5													\$ 26.00
Conduct Final Inspection of Project															
Meeting Preparation		0.5													\$ 26.00
Participate in Meeting (including travel)		5	5												\$ 435.00
Prepare and File Meeting Minutes		0.5													\$ 26.00
Analyzing Grades per FAA Requirement			1				4								\$ 179.00
Quality Acceptance Construction Materials Testing															
Tribal Monitoring Coordination															\$ -
Periodic Owner Meetings															
Meeting Preparation		1													\$ 52.00
Participate in Meeting (including travel)		8													\$ 416.00
Prepare and File Meeting Minutes		1													\$ 52.00
Periodic Agency Meetings															
Meeting Preparation		1													\$ 52.00
Participate in Meeting (including travel)		2													\$ 104.00
Prepare and File Meeting Minutes		1													\$ 52.00
FAA Flight Check Coordination															\$ -
Aeronautical Survey Services															\$ -
Subtotal															\$ 10,694.00
Construction Observation															
Construction Verification Survey															\$ -
Construction Surveying - General								16							\$ 688.00
Construction Surveying - Establish Project Control									16						\$ 1,264.00
Contractor Staking QA/QC - Slope Staking									8						\$ 632.00
Contractor Staking QA/QC - Top of Subgrade Elevations									16						\$ 1,264.00
Contractor Staking QA/QC - Top of Subbase Course									16						\$ 1,264.00
Contractor Staking QA/QC - Top of Aggregate Base Course									16						\$ 1,264.00
Contractor Staking QA/QC - Top of Hot Mix Asphalt Pavement									16						\$ 1,264.00
Contractor Staking QA/QC - Storm Sewer									16						\$ 1,264.00
Contractor Staking QA/QC - Lights and Signs									-						\$ -
Contractor Staking QA/QC - Finish Topsoil Grading									16						\$ 1,264.00
Contractor Staking QA/QC - Other									16						\$ 1,264.00
Observation - Full Time and Periodic		10	698							78					\$ 27,368.00
Archaeological Observation - Periodic															\$ -
Subtotal															\$ 38,800.00
Total Hours	6	269	723	27	31	3	4	16	136	78	0	0	0	0	
Hourly Rate	\$63.00	\$52.00	\$35.00	\$28.00	\$20.00	\$33.00	\$36.00	\$43.00	\$79.00	\$31.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	55,140.00
Indirect Labor Total (1.8444 Overhead Rate)	\$	101,700.22
Direct and Indirect Labor Total	\$	156,840.22
Fixed Fee (13%)	\$	20,389.23
Cost of Facilities (0.45%)	\$	248.13
Subtotal	\$	177,477.58

Expenses				
Air Charter	per trip @		trips	
Per Diem	per day @		days	
Vehicle Usage	per day @		days	
Materials and Supplies				
Subconsultants	Material Testing - American Engineering Testing (AET)	\$	13,408.84	
Other Expenses				

Expenses Total \$ 13,408.84

Construction Administration / Construction Observation Total Cost \$ 190,886.42

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 Madison Municipal Airport
 Madison, South Dakota
 KLJ #2305-00269, AIP #3-46-0029-024-2023, BIL-AIG #3-46-0029-025-2023
Hourly Rate and Cost Breakdown



PHASE: FAA Project Closeout Report
PROJECT: Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot

KLJ Title	Associate Project Manager	Engineer in Training II	Project Controls Specialist I	Project Assistant I											Task Direct Labor Cost
FAA Project Closeout Report															
Prepare Final Payment	2		2												\$ 160.00
Prepare DBE Summary Report			5	5											\$ 240.00
Prepare Executive Summary	1	2													\$ 122.00
Prepare Quantity Revision Summary	1	2													\$ 122.00
Prepare ALP Update															\$ -
Exhibit A Update															\$ -
Prepare Record Drawings	2	20													\$ 804.00
Prepare Closeout Report Document	6	12													\$ 732.00
Subtotal															\$ 2,180.00
Total Hours	12	36	7	5	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$52.00	\$35.00	\$28.00	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$ 2,180.00
Indirect Labor Total (1.8444 Overhead Rate)	\$ 4,020.79
Direct and Indirect Labor Total	\$ 6,200.79
Fixed Fee (13%)	\$ 806.10
Cost of Facilities (0.45%)	\$ 9.81

Subtotal \$ 7,016.70

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

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 7,016.70

Total Cost - Construction Administration / Construction Observation, FAA Project Closeout Report \$ 197,903.12

Federal Contract Provisions

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

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

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A3 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) 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 (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. 74087 (2005)];

- 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 B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the consultant 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 confirm 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 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A6 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and sub-consultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A7 EQUAL EMPLOYEMENT 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, sexual orientation, gender identity, 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 identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, 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 must 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 areas 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor, 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 woman 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 work force.
 - 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 nonsegregated 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 group 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, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, 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 numbers, 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).

A8 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

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, et seq, 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.

A9 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 (29 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.

A10 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

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 USC § 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.

A11 TERMINATION OF CONTRACT

2 CFR Part 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 Consultant 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.

A12 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 § 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.

A13 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.

A14 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

AIP Grant Application Checklist

AIRPORT NAME: _____ **DATE:** _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: _____

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>				

Form 5100-100 and Bid Tabulations will be provided with the final grant application

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:

MDS

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

BIL-AIG #3-46-0029-025-2023

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. UEI:
MTC8CUH8MNQ6**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**e. Organizational Unit:**Department Name:
Madison Municipal Airport

Division Name:

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

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

Title: Mayor

Organizational Affiliation:

City of Madison

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

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:

Bipartisan Infrastructure Law – Airport Improvement Grant (BIL-AIG)**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, United States

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

Airport Drive and Parking Lot Reconstruction to include:

- Construction
- CA/CO
- FAA Project Closeout Report

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

*a. Applicant: SD

*b. Program/Project: SD

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

17. Proposed Project:

*a. Start Date: June 2023

*b. End Date: October 2023

Application for Federal Assistance SF-424**18. Estimated Funding (\$):**

*a. Federal (BIL-AIG)	<u>\$304,000.00</u>
*b. Applicant	<u>\$16,888.89</u>
*c. State	<u>\$16,888.89</u>
*d. Local	<u>\$41,347.39</u>
*e. Other (Shortfall)	<u></u>
*f. Program Income	<u></u>
*g. TOTAL	<u>\$379,125.17</u>

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ 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

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

*Title: Mayor

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:



Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
AIP #3-46-0029-024-2023 and AIG #3-46-0029-025-2023
Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot

Item No.	Description	Total Price
1a	Eligible - Reconstruct Hangar Taxilanes - Construction - Schedule 1	\$ 251,667.00
1b	Eligible - Reconstruct Hangar Taxilanes - CA/CO, Closeout	\$ 197,903.12
1c	Eligible - Reconstruct Hangar Taxilanes - IFE and Administration	\$ 4,429.88
2a	Ineligible - Reconstruct Hangar Taxilanes - Construction - Schedule 2	\$ 51,242.14
2b	Ineligible - Reconstruct Parking Lot - Construction - Schedule 4	\$ 12,657.75
3	Eligible - Reconstruct Airport Drive & Parking Lot - Construction - Schedule 3	\$ 379,125.17

Total Project Cost = \$ 897,025.06

2023 AIP Entitlement Funding (90%) =	\$ 150,000.00
AIP Carryover Entitlement Funding (90%) =	\$ 59,100.00
Local Share (5%) =	\$ 22,700.00
State Share (5%) =	\$ 22,700.00
Federal Funding Shortfall, Requesting State Apportionment =	\$ 199,500.00
TOTAL	\$ 454,000.00

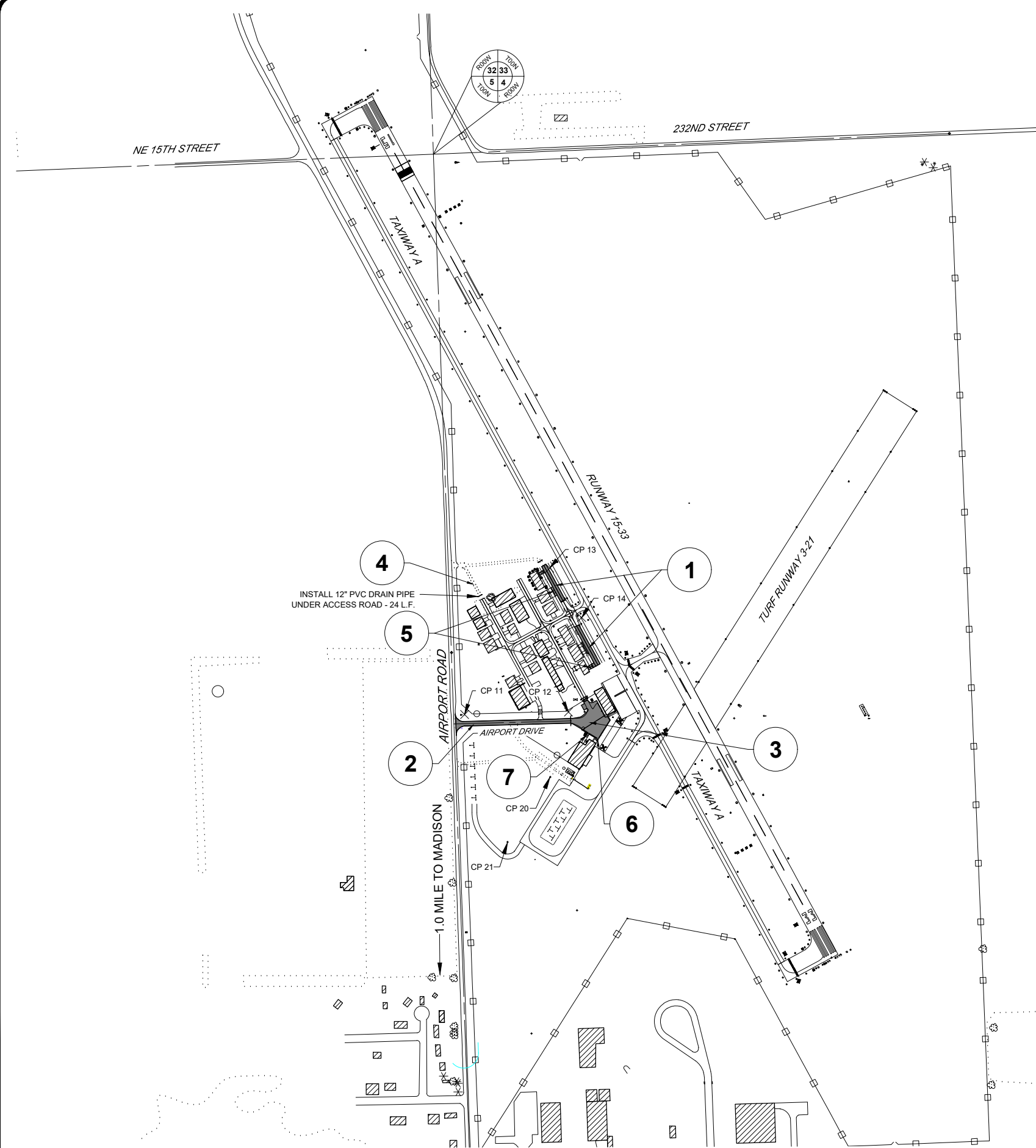
Ineligible costs - Hangar Taxilanes and Parking Lot - Local Share (100%) =	\$ 63,899.89
TOTAL	\$ 63,899.89

2023 BIL-AIG Funding (90%) =	\$ 304,000.00
Local Share (5%) =	\$ 16,888.89
State Share (5%) =	\$ 16,888.89
Funding Shortfall, to be funded Locally =	\$ 41,347.39
Reconstruct Access Road & Parking Lot Total =	\$ 379,125.17

2023 AIP Entitlement Funding =	\$ 150,000.00
AIP Carryover Entitlement Funding =	\$ 59,100.00
Requesting State Apportionment =	\$ 199,500.00
Total 2023 AIP Funding =	\$ 408,600.00

Total 2023 BIL-AIG Funding =	\$ 304,000.00
Total Combined AIP & BIL-AIG Federal Funding =	\$ 712,600.00

Total FAA Funding, with Request of State Apportionment (79.44%) =	\$ 712,600.00
Total Local Funding (16.15%) =	\$ 144,836.17
Total State Funding (4.41%) =	\$ 39,588.89
Total Project Funding =	\$ 897,025.06



PROJECT WORK DESCRIPTION

AIP / AIG ELIGIBLE

- 1 RECONSTRUCT HANGAR TAXILANE (APPROX. 25'x430')
- 2 RECONSTRUCT AIRPORT DRIVE (APPROX. 24'x644')
- 3 RECONSTRUCT AIRPORT PARKING LOT (APPROX. 2,270 S.Y.)
- 4 CONSTRUCT GRAVEL HANGAR ACCESS ROAD (APPROX. 12'x235') (SEE GRAVEL HANGAR ACCESS ROAD NOTES)

AIP / AIG INELIGIBLE

- 5 REMOVE / RECONSTRUCT HANGAR APPROACHES (APPROX. 476 S.Y.)
- 6 RECONSTRUCT CONCRETE SIDEWALK (APPROX. 4'x11')
- 7 RECONSTRUCT CONCRETE DRIVEWAY (APPROX. 10'x20')

CONTROL POINT LIST			
NO.	DESCRIPTION	LOCATION	ELEVATION
CP 11	REBAR	N629,312.39 E2,821,628.12	1,718.64'
CP 12	REBAR	N629,325,.12 E2,822,159.95	1,711.96'
CP 13	REBAR	N630,062.41 E2,822,064.13	1,715.84'
CP 14	REBAR	N629,808.48 E2,822,227.45	1,712.81'
CP 20	REBAR	N628,991.98 E2,822,066.53	1,715.57'
CP 21	REBAR	N628,658.75 E2,821,847.64	1,714.93'

NOTE: CONTRACTOR SHALL VERIFY CONTROL POINTS IN THE FIELD PRIOR TO CONSTRUCTION.

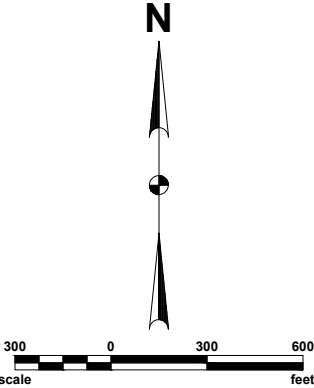
BASIS OF ESTIMATE

REMOVE & DISPOSE OF ASPHALT PAVEMENT - FULL DEPTH (P-101) -	AVERAGE DEPTH ASPHALT PAVEMENT: - 3"- 4" TAXILANE - 2" - 4" AIRPORT DRIVE - 4"-6" PARKING LOT
REMOVE & DISPOSE OF CONCRETE PAVEMENT - FULL DEPTH (P-101) -	AVERAGE DEPTH CONCRETE PAVEMENT: - 6" TAXILANE HANGAR APPROACHES - 6" PARKING LOT CONCRETE DRIVEWAY - 4" PARKING LOT CONCRETE SIDEWALK
TOPSOIL REMOVAL (P-152) -	STRIP 6" OVER ALL EXCAVATION OR EMBANKMENT AREAS. (INCLUDED IN UNCLASSIFIED EXCAVATION QUANTITY FOR PAYMENT)
EMBANKMENT (P-152) -	15% ADDITIONAL VOLUME HAS BEEN ADDED FOR SHRINKAGE
SEPARATION GEOTEXTILE (P-154) -	ACTUAL S.Y., NO OVERLAP INCLUDED
SUBBASE COURSE (P-154) -	COMPACTED VOLUME IN PLACE
AGGREGATE BASE COURSE (SP-260, SDDOT) -	COMPACTED VOLUME IN PLACE
HOT MIX ASPHALT (HMA) PAVEMENT (SP-320, SDDOT) -	150 LBS/C.F.
EMULSIFIED ASPHALT TACK COAT (P-603) -	0.10 GAL./S.Y.
TOPSOIL REPLACEMENT (T-905) -	MEASURED IN STOCKPILES BY AVERAGE END AREAS OR PRISMOIDAL METHOD (PAID FOR AS TOPSOILING). 6" TOPSOIL DEPTH UNLESS OTHERWISE SPECIFIED.

GRAVEL HANGAR ACCESS ROAD NOTES
CONTRACTOR SHALL STRIP TOPSOIL ALONG THE PROPOSED GRAVEL HANGAR ACCESS ROAD ALIGNMENT TO A WIDTH OF 12 FT AND A DEPTH OF 6" FROM THE EXISTING GRAVEL ACCESS GATE ENTRANCE TO THE EXISTING CONCRETE HANGAR TAXILANE. THE CONTRACTOR STOCKPILE THE TOPSOIL IN THE LOCATION SHOWN ON THE LAYOUT AND INSTALL 6" OF SDDOT GRAVEL CUSHION. STRIPPING AND STOCKPILING OF TOPSOIL SHALL BE INCLUDED AND PAID FOR UNDER THE "UNCLASSIFIED EXCAVATION" BID ITEM. THE CONTRACTOR SHALL ALSO REMOVE THE EXISTING 4" PVC DRAINAGE PIPE AND REPLACE IT WITH A NEW 12" PVC DRAINAGE PIPE UNDER THE GRAVEL HANGAR ACCESS ROAD, AS SHOWN IN THE LAYOUT, (WITH PROPER COVER OVER TOP OF THE PIPE) TO MAINTAIN AIRPORT DRAINAGE AT THIS LOCATION. CONTRACTOR SHALL RESTORE AREAS AROUND GRAVEL HANGAR ACCESS ROAD WITH TOPSOIL, SEED, AND MULCH AS SHOWN ON SHEET 14. AT THE END OF THE PROJECT, CONTRACTOR SHALL LEAVE THE GRAVEL ACCESS ROAD IN PLACE AND OWNERSHIP OF THE GRAVEL ROAD SHALL BE TURNED OVER TO THE AIRPORT. PAYMENT FOR THE GRAVEL HANGAR ACCESS ROAD WILL BE PAID FOR UNDER THE APPROPRIATE BID ITEM ASSOCIATED TO EACH ITEM OF WORK. THE ESTIMATED QUANTITIES FOR CONSTRUCTION OF THE GRAVEL HANGAR ACCESS ROAD ARE SHOWN BELOW.

ESTIMATED GRAVEL HANGAR ACCESS ROAD QUANTITIES

P-101 - REMOVE & DISPOSE OF 4" PVC DRAIN PIPE	27 L.F.
P-152 - UNCLASSIFIED EXCAVATION	46 C.Y.
P-154 - SEPARATION GEOTEXTILE	272 S.Y.
SP-302 - 6" SDDOT 260 GRAVEL	45 C.Y.
D-701 - 12" PVC DRAIN PIPE	24 L.F.
T-905 - TOPSOILING	65 C.Y.



MADISON MUNICIPAL AIRPORT
CITY OF MADISON (OWNER)
MADISON, SOUTH DAKOTA

PROJECT WORK DESCRIPTION
& BASIS OF ESTIMATE

DRAFTED
ERF
REVIEWED
ARS
PROJECT NUMBER
2205-00411
LAST REVISED DATE
02/16/2023

SHEET

5

Project Narrative (Justification)
2023 FAA BIL-AIG Grant Application
BIL-AIG #3-46-0029-025-2023
Madison Municipal Airport

Project Item

Construction, CA/CO, and FAA Closeout Report Services for the reconstruction of Airport Drive and Parking Lot.

What is the Project?

The project is for the reconstruction of the parking lot and airport access road at Madison Municipal Airport. Locations are shown in the attached Project Work Description plan sheet.

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.

Is the Project Phased?

Yes. This is the second phase to reconstruct the pavements. The first phase was completed with an FAA grant in 2022 for design and bidding phases.

Total Funds Expended this Fiscal Year?

\$304,000.00 – FAA BIL/AIG funds

\$16,888.89 – Local funds

\$16,888.89 – State funds

Additional Funds Needed to Complete Project?

\$41,347.39 – Based on the contractor bid received, there is a funding shortfall.

The combined two-year total of funds from BIL-AIG that the airport has are as follows: \$159,000 from FY22 and \$145,000 from FY23 for a total of \$304,000.

Instead of requesting future BIL-AIG funds from FY24 to be transferred at a later date, the Sponsor is choosing to self-fund the shortfall. The airport has multiple projects on the CIP that will be utilizing the future federal funding in the coming years.

Schedule

Construction is planned for spring/summer/fall of 2023.

Construction is anticipated to begin June 2023 and be completed by September/October 2023 (approximately 100 calendar days or 3.5 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 13 months (including time for project final acceptance and approximately 6 months for FAA closeout documentation and review process).

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.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> 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).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

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 it promotes development of the property adjacent to the airport for uses that are compatible with the airport.

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.

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 that this project is consistent with local plans and 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 has 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 the Exhibit A property map dated January 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:	BIL Airport Infrastructure Grant (BIL-AIG)

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			\$ 0
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			0
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			379,125
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 379,125
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			379,125
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 379,125
19. Federal Share requested of Line 18			304,000
20. Grantee share			58,236
21. Other shares			16,889
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 379,125

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Ineligible items are separated from this application (locally funded)	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

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): City/Municipal Airport funds (\$16,888.89 + \$41,347.39)	58,236
h. TOTAL - Grantee share	\$ 58,236
25. Other Shares	Amount
a. State	16,889
b. Other	
c. TOTAL - Other Shares	\$ 16,889
26. TOTAL NON-FEDERAL FINANCING	\$ 75,125

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruct Airport Drive and Parking Lot

AIRPORT: Madison Municipal Airport

1. Objective:

The project will consist of reconstruction for existing airport access road and parking lot.

2. Benefits Anticipated:

The reconstruction of the road and parking lot will improve the existing failed pavement. The road and parking lot are used by the Madison airport users/operators and the general aviation public.

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

Construction observation/administration - 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.

Construction is anticipated to begin June 2023 and be completed by September/October 2023 (approximately 100 calendar days or 3.5 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 13 months (including time for project final acceptance and approximately 6 months for FAA closeout documentation and review process).

4. Geographic Location:

Madison Municipal Airport is located on the east edge of Madison, South Dakota.

5. If Applicable, Provide Additional Information:

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

Roy Lindsay, Mayor, 116 W. Center Street, Madison, SD 57042, (605) 256-7500

Elwood and Martin Appraisals, LLC

2928 E. Jackson Street
Sioux Falls, SD 57108



Agreement to Perform Appraisal Services

Date	Services Performed By:	Services Performed For:
3/9/2023	Elwood and Martin Appraisals, LLC 2928 E. Jackson Street Sioux Falls, SD, 57108	City of Madison South Dakota Attn: Jameson Berreth Address: 116 W. Center Street, Madison, SD 57042

This agreement is issued pursuant to between the City of Madison, Attn Jameson Berreth ("Client") and Elwood and Martin Appraisals, LLC ("Appraiser"), effective March 9, 2023. Terms and conditions contained in the Agreement between the parties is to estimate the "as is" fee simple estate market value of the properties below.

1. Parcel Numbers 211000120008010 & 211000110009010 (\$2,500)
2. Parcel Number 218950050001110 (\$2,500)
3. Parcel Number 218950050000210 (\$1,000)

This agreement, effective as of March 9, 2023, is entered into by and between Elwood and Martin Appraisals, LLC and the Client, and is subject to the terms and conditions specified below.

Time Frame:

The appraisals shall be delivered within four weeks from the date of contract.

Fee:

Agreed upon fee for the appraisals services is \$6,000.

Scope of Work:

Scope of the appraisal is to estimate the "as is" fee simple estate market value for the subject properties as of the date the property is viewed by the appraisers. Intended use of the appraisal is to assist in a land exchange.

Deliverable Materials:

Appraisers will provide a PDF copy of the appraisals.

The parties hereto have caused this agreement to be effective as of March 9, 2023.

City of Madison
Attn: Jameson Berreth

Elwood and Martin Appraisals

A handwritten signature in black ink, appearing to read "Kyle Martin", is positioned above a horizontal line. The signature is written in a cursive style.

Signature:

Signature:

City of Madison Memorandum

Downtown Overnight Parking Restriction



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Implementing overnight parking restriction on Egan Avenue
Date: March 17, 2023

The intent of this memo is to discuss implementation of a permanent overnight parking restriction on Egan Avenue from N 2nd Street to S 2nd Street. The restriction is being considered to maintain the downtown area more efficiently for snow removal, street sweeping, and other necessary activities.

Commission action is not necessary as City Ordinance Section 40-206 authorizes a designee of the City Commission to implement parking restrictions as deemed appropriate. Commission action in 2015 designated the Chief of Police and Director of Streets to have such authority. However, it is the staff's desire to have Commission discussion prior to implementation.

Background

Currently, parking is allowed at any time on all City streets except when the City declares a snow emergency. The core area of downtown is defined in Section 36-206 as the area bound by N 2nd Street and S 2nd Street from Blanche Avenue to Washington Avenue. Efficient street maintenance activities are challenging in this area due to the high density of business and residential activities which leads to consistent parking demand throughout the day and night.

Due to numerous snow events this winter, ice and snow has compiled onto areas of street and sidewalk. City staff regularly receive questions, comments, and concerns from downtown property owners, business owners, and downtown visitors regarding snow removal activities. In response, staff generated a proposal to allow for improved street maintenance.

Proposal

Staff intend to implement an overnight parking restriction on Egan Avenue from N 2nd Street to S 2nd Street between the hours of 2:00 AM and 6:00 AM. This change would be effective April 1st or as soon thereafter as appropriate signage can be placed. It is not proposed at this time to implement any parking restrictions on side streets or other parts of the core downtown area.

Such a parking restriction would allow for efficient street maintenance before the arrival of many vehicles in the area. Improved maintenance includes:

- Improved snow removal from curb to curb
- Improved removal of ice buildup which prevents adequate water drainage
- Improved street sweeping which hinders the sanitation and aesthetics of downtown

Business owners, residents, and visitors to downtown would experience improved traffic for vehicles and pedestrians, increased ease of access for people with disabilities, improved cleanliness, and improved safety from slips or trips on ice or other materials.

Staff will communicate this parking change in advance through advertisements in newspaper, radio, and social media as well as by distributing the attached flyer to downtown businesses, property owners, and tenants as possible.

Staff recommendation: Staff recommendation is to allow staff to implement the parking restriction as discussed.



City of Madison Parking on Egan Avenue

EFFECTIVE: April 1, 2023

The City of Madison
will enforce a no parking policy on Egan Avenue from
N. 2nd Street to S. 2nd Street
between the hours of 2:00 AM to 6:00 AM



This change is to allow proper snow removal and proper street sweeping in this area of town.
Residents are encouraged to use one of three public parking lots during overnight hours.

City parking lots are highlighted below and include the parking lots at

- 100 block of S. Egan Ave. (Foley's Lot),
- 100 block of N. Van Eps Ave. (Armory Lot),
- 200 block of N. Egan Ave. (Please note that this lot is adjacent to a private parking lot.
Cars parked in the private parking area are subject to ticketing and towing by the property owner and all expenses to be passed to the vehicle owner).



Vehicles in violation of this no parking policy will be subject to ticketing and towing by the Madison Police Department