BOARD OF COMMISSIONERS AGENDA
MONDAY, MARCH 17, 2025
5:30 PM - COMMISSION CHAMBERS – 503 S HIGHLAND AVENUE

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/88526683369 | Meeting ID: 885 2668 3369
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

1) Minutes – March 3, 2025 Regular Meeting
2) Minutes – March 10, 2025 Work Session
3) Bills for Approval – March 19, 2025
4) Bills for Ratification – March 12, 2025
5) Payroll Bills for Ratification – February 28, 2025
6) Personnel
7) Declare Surplus Property and Appoint Appraisers - Scrap Wire / Scrap Miscellaneous
8) Approve CDL Reimbursement Agreement with Chase Steuerwald
9) Acknowledge Advertisement for Bid 971- Electric Distribution Conversion - 2025
10) Approve Agreement with HDR Engineering for Professional Services - Apron and Taxilane Reconstruction Project

UNFINISHED BUSINESS

NEW BUSINESS

11) Resolution 2025-06 - Submit Recreational Trails Program (RTP) Grant Application
12) Authorize Mayor to Sign Amendment to Owner-Engineer Agreement 2304-01069 - KLJ Engineering LLC
13) Consider Award of Bid No. 972 - Sidewalk Improvement Project 2025-1
14) Authorize Mayor to Sign Change Order No. 12 - NW 9th St/Union Ave Reconstruction - Winter Contracting, Inc.
15) Authorize Mayor to Sign Change Order No. 4 - Park Creek Walls Improvements Site 3 - Kesteloot Excavation and Dirt Work Services
16) March Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

17) Applications open to fill vacancies on Community Center Advisory Committee ending in December 2026 and Housing & Redevelopment Commission ending in February 2029
18) Next Regular Commission Meeting – Monday, April 7, 2024 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 3, 2025
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 3rd day of March with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to adopt the March 3, 2025 agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – February 18, 2025; Bills for Approval – March 5, 2025; Bills for Ratification – February 26, 2025; Payroll Bills for Ratification – February 14, 2025; Approve Project Skills Work Experience Agreement with Madison Central School District; Acknowledge Advertisement of Bid No. 974 – Reconstruction of Airport Apron and Taxilane.

Bills for Approval – March 5, 2025
ACE HARDWARE Janitorial Supplies $252.24; APPEARA Mat Rentals $73.16; ARGO/MELANIE Mileage - Legislative Dinner $261.80; AT & T MOBILITY Phones & Tablets $864.68; BAKER & TAYLOR Books $216.61; BANNER ASSOCIATES INC Engineering Services $103,626.89; BORDER STATES ELECTRIC SUPPLY Street Shop - Breakroom Materials $123.73; CARQUEST OF MADISON Chainsaw Gas $30.00; CENTER POINT LARGE PRINT Books $1,136.16; CHRISTIANSEN COMPLETE WATER Cooler Rental $6.00; CLASSIC CONVENIENCE INC Fuel $86.20; COLES PETROLEUM PRODUCTS INC Oil $1,049.55; COLMAN BUILDING CENTER Sheetrock $214.79; CONSTRUCTION PRODUCTS & CONSULTANTS INC Epoxy $745.00; DALSIN ROOFING & SHEET METAL Armory Roof 4-Final $29,366.45; DGR ENGINEERING Professional Services $4,9494.80; ELITE CARD PAYMENT CENTER Credit Card Purchases $13,304.45; ETTERMAN ENTERPRISES INC Grinding Disc $166.91; F & M COOP OIL CO Fuel $38.87 FASTENAL CO Hardware $123.33; FLAGSHOOTER INC Locating Stick and Flags $529.14; FOX PROMO LLC Sew on Patches $12.00; GALE CENGAGE LEARNING Books $252.98; GOTH ELECTRIC Repairs $2,054.89; I STATE TRUCK CENTER Frame $666.21; INGRAM CO Books $704.54; J & J EARTH WORKS INC Water System Improvements $334,055.75; JENCKS & JENCKS PC March Services/Contract $5,500.00; KOLORWORKS Paint $52.37; KRUG PRODUCTS INC Hose Assembly $21.26; LAKE AREA IMPROVEMENT CORP Lakeview Industrial Park - 80% of Pymts 3 - 6 $1,690,794.02; LAKE COUNTY CONSERVATION DIST Trees $775.50; LAKE COUNTY INTERNATIONAL INC V-Plow $13,250.00; MACKSTEEL WAREHOUSE INC New Steel Drop $54.50; MARCO TECHNOLOGIES CC Copier Lease $285.47; MICROMARKETING LLC Books $138.50; MIDWEST REGIONAL FORENSIC LABORATORY Drug Testing $215.00; NORTHERN TRUCK EQUIPMENT CORP Timer $100.10; NORTHWESTERN ENERGY Utilities $5,842.89; OFFICE PEEPS INC Copier Contract $251.01; OLINGER/SAVANNAH Registration & Lodging - 3CMA Conference $1,118.79; ONE STOP Fuel $76.90; PARACLETE PRESS INC Books $158.33; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental $158.00; RONS SAW SHOP Chain Saw Service $835.42; RUNNINGS SUPPLY INC Janitorial Supplies $49.48; RURAL ELECTRIC SUPPLY COOP Double Lugs for Meter Socket $566.25; SD WATER AND WASTEWATER ASSOC Annual Water Seminar - M.McGillivray $80.00; SEBCO BOOKS INC Books $952.48; SHOENROCK PLBG & HTG LLC Sewer Repairs $357.14; STUART IRBY TOOL CO 200:5 CT $555.00; STURDEVANTS MADISON INC Tools $539.97; T & H WELDING Metal Plate $17.01; THE GLOBE PEQUOT PUBLISHING GROUP Books $81.61; THE PENWORTHY CO LLC Books $664.57; TIMMER SUPPLY CO Clamps $81.49; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP $1,881.83; VALIANT LIVING INC Contracted Expenses $8,853.67; WOLDT/MICHAEL Meal Reimbursement - Snow Removal $6.00.

Bills for Ratification – February 26, 2025
ACE HARDWARE Socket Wrench Sets, Hardware $129.20; ALERT MAGAZINE LLC SD Advertisement $155.00; AMAZON CAPITAL SERVICES INC Office Supplies, Floor Sealant $695.49; AMERICAN ENGINEERING TESTING INC Chemistry Testing $1,097.00; AVERA MCKENNAN HOSPITAL Annual EAP Service Contract $2,304.00; BERRETH/JAMESON Meal Reimbursement - SD Municipal League $26.00; BLUEPEAK Phones & Internet $8,595.97;

BORDER STATES ELECTRIC SUPPLY 500 STR Termination Lug $1,348.05; BORNS GROUP INC Printing & Postage $1,432.51; CENTURYLINK QC Phone Bill $90.57; CITY OF SIOUX FALLS Pool/Spa Bacteria Tests - Community Center $176.00; CLASSIC CONVENIENCE INC Fuel $143.01; COLUMN SOFTWARE PBC Publications $177.86; CORE & MAIN GP LLC 3/4" Meter Spud $2,446.54; DAKOTA STATE UNIVERSITY Postage, Flyers $15.93; DAKOTA STATE UNIVERSITY FOUNDATION BID Tax Funding - SDHIMA Event Apr 2025 $5,000.00; GREAT AMERICA FINANCIAL SVCS Finance & HR Copier Lease $753.79; GREATLAND CORPORATION Performance 24 $99.00; HASLETON/JARED Classes at CC $657.75; HAWKINS INC Chemicals $742.50; JENCKS & JENCKS PC February Services/Contract $5,500.00; JOURNEY GROUP COMPANIES City Admin Bldg $3,283.59; KIMBALL MIDWEST Foam Cannons $129.15; KLEIN/WILLIAM V Annual Land Lease $25,000.00; LAKE COUNTY TREASURER Taxes - Tract A Williams Bros Addition $47.85; MADISON BASEBALL ASSOCIATION BID Tax Funding - 2026 American Legion State Tourn $5,000.00; MADISON GROCERY STORE INC ASP Groceries $171.70; MANITOU EQUIPMENT AMERICA LLC 1% Sales Tax Rebate $2,975.29; MATHESON TRI GAS INC Argon $166.50; MINNESOTA MUNICIPAL UTIL ASSN Generation School 2025 $1,110.00; NORTHWESTERN ENERGY Utilities $181.12; OFFICE PEEPS INC Eng. Copier Rental - Toner Usage $235.78; OLINGER/SAVANNAH Rolls - City Circle $58.69; PETE LIEN & SONS INC Chemicals $7,077.50; PROCHEM DYNAMICS LLC Disinfectant Wipes $220.41; RASMUSSEN/AUTUMN Classes at CC $84.00; RUNNINGS SUPPLY INC Jacket $519.44; RURAL ELECTRIC SUPPLY COOP 4 Post Stand Off $7,641.50; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab $20.00; SANITATION PRODUCTS INC Springs $442.08; SDDOT-AIRPORT CONFERENCE Registration - Mathew Wollmann $100.00; SMART GUARD LLC AMI - Single Phase Meters (50% Down Payment) $79,500.00; SOUTHEAST TECHNICAL COLLEGE CDL Course (Chase Steuerwald) $2,150.00; STATE STEEL OF SOUTH DAKOTA Steel Parts $587.33; STURDEVANTS MADISON INC Grease $101.12; TIMMER SUPPLY CO Galvanized Strap $2.56; WHEALY/MARK Spin Classes $84.00; ZARAGOZA/MARIA Dance Classes $1,134.00.

Payroll Bills for Ratification – February 14, 2025
AFLAC $5,285.62; Delta Dental $7,931.82; Health Pool of South Dakota $53,892.65; IRS-EFTPS $48,751.54; Local Union #426, IBEW $617.00; Office-Child Support Enforce $835.38; Optilegra, Inc $866.82; SD Retirement System $28,108.30; SD Retirement System $10,352.00; Teamsters Local No 120 $957.00.

Mayor Lindsay opened the Public Hearing – Temporary Malt Beverage License – Madison Baseball Association – BINGO Night Event – March 15, 2025. No one was present to speak on behalf of the Madison Baseball Association. Hearing was closed.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Approve Temporary Malt Beverage License - Madison Baseball Association – BINGO Night Event – March 15, 2025. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Advertise for Bids for the N Egan Ave Reconstruction. This would be for construction to start in May 2025. Motion carried unanimously. City Administrator Berreth outlined the various funding sources for the Egan Ave Reconstruction Project and the timeline of the project. If bids come in unfavorable, the Commission can reject the bids.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Approve Quote from Sweeny Controls Company for Distributed I/O Panel. Motion carried unanimously. This panel is a necessary purchase/repair at the wastewater treatment facility for a total cost of $26,500 but was not initially budgeted for.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Award Bid No. 969 – Sportsplex Roof Project to ACS, LLC for $139,000 – base bid. Motion carried unanimously. The base bid comes in under the budgeted amount for the project.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Award Bid No. 970 – City Library Ramp Project to Kesteloot Excavation. Motion carried unanimously. Staff recommended awarding the base bid of $58,980.56, but not award Alternates #1, #2, or #3.

City Administrator Berreth presented the monthly City updates.

Public Comment was heard by Colter Hendricks.

Mayor Lindsay announced the following:

- Quarterly Commission Planning Meeting – Monday, March 10, 2025 at 12:00 PM
- Next Regular Commission Meeting – Monday, March 17, 2025 at 5:30 PM
- Applications open to fill vacancies on Community Center Advisory Committee ending in December 2026 and Housing & Redevelopment Commission ending in February 2029

Motion by Commissioner Cronin, seconded by Commissioner Wire to adjourn at 6:17 PM.

/s/Amy L Sad
Finance Officer

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

March 10, 2025
Work Session

The Board of Commissioners of the City of Madison met in work session at 12:00 PM on the 10th day of March with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Adam Shaw, Jerae Wire, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Wire to adopt the March 10, 2025 agenda. Motion carried unanimously.

Savannah Olinger provided an overview of the progress made on the Communications Plan. She also noted the projects that are currently underway for 2025.

Ryan Hegg presented a historical summary of Madison's past floods and mitigation projects. A Section 22 study was completed in 2022, and the next step will be a Section 205 study.

Amy Sad outlined the city's current non-profit funding request process. She reviewed the funding requests that were approved for 2025. Sad also proposed a few changes to the process, such as formal presentations to the commission from the non-profit agency.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, March 17, 2025 at 5:30 PM

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Adjourn at 12:56 PM. Motion carried unanimously.

/s/Amy L Sad
Finance Officer

CITY OF MADISON
PERSONNEL
MARCH 2025

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
DHAKAL, SUPRATIK	2/26/2025		INTERNATIONAL STUDENT - DSU			RECREATION ASSISTANT
KURTZ, QUINCY	2/28/2025		TEMP		$13.50	LIFEGUARD CC/MAC
KURTZ, ANNIE	2/28/2025		TEMP		$13.50	LIFEGUARD CC/MAC
RENSCH, CAROL	2/9/2025	FT	FT	28.59	$29.44	POLICE OFFICER
WILLIAMS, CRAIG	3/23/2025	FT	FT	30.81	$32.36	SENIOR POLICE OFFICER
SCHNEIDER, CHLOE	3/10/2025		PT<20		$12.40	AFTER SCHOOL PROGRAM
KELLER, ELLIE	3/10/2025		PT <20		$12.40	AFTER SCHOOL PROGRAM

TO: **Mayor/Commission**

FROM: **Michael Plooster**

DATE: **3/3/2025**

RE: **Declare Surplus Property**

$_____
(Includes any applicable sales tax)

Miscellaneous Metal / Scrap

We, the undersigned, duly appointed by the Board of Commissioners of the City of Madison, South Dakota, hereby establish the above appraisal values for each of the surplus items.

Jayson Limmer

Andy Coffey

Mike Goth

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, made and entered into this 5 day of March, 2025, by and between Chase Stenerwald an Employee of City of Madison ("Employee"), and the City of Madison ("Employer"),

WHEREAS, Employee is an at-will employee of Employer and is working for the Employer or being hired by the Employer.

WHEREAS, a minimum qualification of Employee's job duties requires a Class B Commercial Driver's License (CDL) and essential job functions of Employee's position requires the Employee to have a CDL;

WHEREAS the Employer is willing to pay the costs associated with obtaining the CDL, which the parties recognize is at some significant cost and the CDL is transferrable with the Employee and considered a valuable license; and

WHEREAS, Employee and Employer desire to enter into an agreement between themselves in order to spell out the rights and obligations of each other regarding the costs related to the CDL,

NOW, THEREFORE, the parties enter into this agreement and agree as follows:

1. In consideration of Employer's expenditures in sending Employee to the training to obtain the CDL, Employee agrees to either (a) remain in the employment of the Employer for a period of two (2) years from and after the date of Employee's successfully obtaining the CDL; or b) instead reimburse Employer for its actual expenses incurred as a result of Employee's enrollment and/or attendance in the CDL training, including Employee's mileage, wages or salary while in training in the amount exceeding South Dakota's minimum wages in effect at the time of the training, food, lodging and tuition.

2. Notwithstanding the full reimbursement amount required above, Employer agrees that this amount will be reduced by the following based on the number of months of employment that Employee continues after the certification was obtained:

a. By 25% if employed for 6 months;

b. By 50% if employed for 12 months; or

c. By 75% if employed for 18 months.

3. Employer further agrees the reimbursement is only required if the Employee either resigns or is terminated at no fault of the Employee, and then the Employee goes to work in another position in which the CDL is applicable to the new position.

4. Employer reserves the right to waive or reduce any amount owed by the Employee pursuant to the Agreement if it deems extenuating circumstances caused the end of the Employee's employment with Employer.

5. Nothing herein required Employee to stay employed by Employer or otherwise creates a contract of employment or modifies the at-will employment relationship of the parties or shortens any probationary period set forth by the City's personnel policies and/or union agreement.

6. Employee agrees that she/he signs this agreement voluntarily, not under duress, has had the opportunity to consult with an attorney of her/his choice and cost, and acknowledges the Employer's agreement to pay the costs associated with the CDL is sufficient consideration to enter into this Agreement.

7. The parties agree that the terms and conditions in this Agreement shall be construed in accordance with the laws of the State of South Dakota, and any lawsuit related to the Agreement shall be venue in the Circuit Court in which the Employer resides. Both parties waive any attorneys fees related to any challenge to this Agreement.

Signed this 5 day of March, 2025.

Employee Name (Print): Chase Stevenwald

Signature: Chase Stevenwald

Signed this 5 day of March, 2025.

Supervisor Name (Print): Jan Tieman

Signature: Jan Tieman

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 24th day of April 2025, until 1:30 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, 503 S Highland Avenue, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 971 – Construction of underground electric primary, secondary, and street light circuitry, including the installation of cables, box pads, ground sleeves, pedestals, and other related equipment and material.

The above work shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Madison, South Dakota, by this reference made a part hereof, as though fully set out and incorporated herein.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for $22.00 by inputting Quest project **#9590694** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the bid forms and specifications for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, fax 712-472-2710, website www.dgr.com, e-mail: dgr@dgr.com, upon payment of $75.00, none of which is refundable.

Each bid shall be made out on a bid form furnished by the Engineer and shall be accompanied by either 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 bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of contract and post satisfactory Performance and Payment Bonds.

Bid envelopes must be clearly marked Bid No. 971 – Construction of Underground Electric Primary, Secondary, and Street Light Circuitry.

Payment to the Contractor will be made on the basis of ninety percent (90%) upon certification of work completed; ten percent (10%) thirty-one (31) days after final completion and acceptance.

The construction may be started after the execution of the Construction Agreement. All work shall be fully completed by October 17, 2025. See Section 01 3213 "Construction Schedule" in the Technical Specifications for more details on construction timing requirements.

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jameson Berreth
City Administrator

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

THIS AGREEMENT is made as of this _____ day of _____, 20 25 , between City of Madison, South Dakota ("OWNER") with principal offices at 503 S Highland Ave, 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 Apron and Taxilane Reconstruction Project 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 Two Hundred Dollars ($4,200.00).

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, South Dakota
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

_____

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 Apron and Taxilane Reconstruction Project 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 Apron and Taxilane Reconstruction Construction Administration and Observation Services. HDR will prepare the IFE and return it to you by April 7, 2025.

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**
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.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable.

RESOLUTION NO. 2025-06

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 Silver Creek 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 30% 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 17th day of March 2025.

CITY OF MADISON

_____
Mayor

ATTEST: _____
Finance Officer

This is **EXHIBIT K**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
2304-01069 Amendment No. Two (2)

The Effective Date of this Amendment is: March 6, 2025.

Background Data:

Effective Date of Owner-Engineer Agreement: August 21, 2023

Owner: City of Madison, SD

Engineer: KLJ Engineering LLC

Project: Egan Avenue N Reconstruction (2nd Street NE to 9th Street NE)

Nature of Amendment:

____ Additional Services to be performed by Engineer

_X_ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

_X__ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

As described in the attached Exhibit A.

Agreement Summary:

Original agreement amount:	$ 157,400
Net change for prior amendments:	$ 718,100
This amendment amount:	$ 25,500
Adjusted Agreement amount:	$ 901,000

Change in time for services (days or date, as applicable): See Exhibit A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Madison, SD**	ENGINEER: **KLJ Engineering, LLC**
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Exhibit A: Engineer's Services Amendment #2

The Engineer Basic and Additional Services are amended as set forth below.

PART 1 – BASIC SERVICES

Scope of this amendment includes the extension of the Final Design phases completed for the reconstruction of approximately 0.5 mile of Egan Ave from 2nd Street NE to 9th Street NE in Madison, SD as described in the Prime Agreement.

KLJ will continue to serve as the lead consultant completing project management, public and stakeholder engagement and civil design. Subconsultants will include Confluence for landscape architecture and Geotek for geotechnical investigation.

A1.04 *Final Design Phase*

A. Phase Description:

1. This extension included additional design related to storm drain modifications to accommodate off-site conditions that were unknown at the time of the original contract.

B. Engineer will:

1. Modify the storm drain design at the 4th street intersection to collect and convey water coming from off-site areas to the west of the project, and to accommodate extension of storm sewer to the west in a future project. In addition to the storm drain modifications, the upsizing to accommodate the offsite flows requires the following:

   a. Adjustments to the water and sewer alignments and grades to accommodate the larger pipe

   b. Structural analysis of the connection into the box culvert and development of a concrete collar detail to support the larger penetration

   c. Updated drainage analysis of the revised system to verify capacity and design

   d. Updates to design plans for revised storm sewer structure sizes and locations

2. Modify the storm drain design between 7th and 8th street intersections to reroute water from the undersized outfall pipe on 8th and plan for a future larger outfall pipe along 7th. In addition to the storm drain modifications, the upsizing to accommodate the additional flows requires the following:

   a. Adjustments to the water and sewer alignments along the corridor to accommodate the larger pipe.

   b. Additional private utility coordination to accommodate the larger pipe

   c. Updated drainage analysis of the revised system to verify capacity and design

   d. Updates to design plans for revised storm sewer structure sizes and locations

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from discrepancies in recorded plats or missing or inaccurate property pin locations along the corridor.

4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with additional meetings or site visits beyond those described in Basic Services.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

PART 3 – SCHEDULE

A3.01 *Milestone Schedule*

A. Engineer assumes the following milestone schedule:

Phase	Milestone	Completion Date
Final Design	75% Design	Completed
	Final Design	March 14, 2025
Bidding	Bidding	March 14 – April 10, 2025
Construction	TBD	May 2025 – November 2026

BID TABULATION SHEET

BID NO. 972

Sidewalk Improvement Project 2025-1

Madison, South Dakota

10:00 AM 2/27/2025

NAME OF BIDDER	ACKNOWLEDGE ADDENDUM	BID SURETY	TOTAL BID
LT Companies	N/A	Yes	$269,561.00
Kesteloot Excavation	N/A	Yes	$230,011.70
T & M Concrete LLC	N/A	Yes	$154,861.40
Black Top Paving	N/A	No	$256,846.50
J & M Construction	N/A	Yes	$219,216.50
Big Al's Contracting	N/A	Yes	$240,804.94
	N/A		

Banner Associates, Inc.
3900 N Northview Ave
Sioux Falls, SD 57107
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

March 11, 2025

Mr. Ryan Hegg
City of Madison
503 S Highland Ave
Madison, SD 57042

RE: Madison NW 9th Street/Union Avenue Reconstruction – Change Order No. 12

SRF NO: C462024-03; C461024-05

Dear Mr. Hegg:

Change Order No. 12 for the NW 9th Street/Union Avenue Reconstruction project is being presented for the final adjustment of quantities on the project. This change order reconciles the over-run and under-run of quantities, and results in a net increase in the contract total of **$43,877.72**. This change order will bring the total contract price to **$3,862,419.10.**

The change order shall be broken out between funding sources as follows:

Funding Source	Amount This Change Order
Drinking Water SRF	$90,602.25
Clean Water SRF	($46,724.53)
Total	**$43,877.72**

Please let us know if you have any questions or comments.

Sincerely,

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg, Heather Peterson, Amy Sad – Email
DANR – Dan Gerhardt – Email
1st District –Mason Weidenbach – Email
Banner Associates – Cedric Hay; Nathan Powell – Email
Banner File - F:\23885-00\Construction Phase\Change Orders\Change Order No. 12\Change Order No. 12.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 12

Date of Issuance: 03/11/2025 | Effective Date: 3/17/2025

Owner: City of Madison | Owner's Contract No.:

Contractor: Winter Contracting, Inc. | Contractor's Project No.:

Engineer: Banner Associates, Inc. | Engineer's Project No.: 23885.00

Project: NW 9th St/Union Ave Reconstruction | Contract Name:

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

Description: **Adjustment of Final Quantities**

Attachments: **Adjustment of Final Quantities Breakdown**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 3,475,000.00	Original Contract Times: Substantial Completion: September 15, 2023 Ready for Final Payment: October 6, 2023 days or dates
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 11: $ 343541.38	[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 10: Substantial Completion: 14.5 Days Ready for Final Payment: 14.5 Days days
Contract Price prior to this Change Order: $ 3,818,541.38	Contract Times prior to this Change Order: Substantial Completion: October 17, 2023 Ready for Final Payment: November 7, 2023 days or dates
[Increase] [~~Decrease~~] of this Change Order: $ 43,877.72	[Increase] [~~Decrease~~] of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days days or dates
Contract Price incorporating this Change Order: $ 3,862,419.10	Contract Times with all approved Change Orders: Substantial Completion: October 17, 2023 Ready for Final Payment: November 7, 2023 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title Mayor	Title Managing member
Date: 3/11/2025	Date	Date 3/11/25

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Change Order No. 12 - Final Adjustment of Quantities Breakout

Additions

A	B	C	D	E	F	G	H	G	H	I	J	K	L
		Contract Information				Work Completed (DW)		Work Completed (CW)					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract													
2	Remove Concrete Pavement	120.00	SqYd	$8.50	$1,020.00	84.00	714.00	36.00	306.00		1,020.00	100%	$0.00
4	Remove Concrete Sidewalk	289.00	SqYd	$4.50	$1,300.50	202.30	910.35	86.70	390.15		1,300.50	100%	$0.00
8	Remove Fire Hydrant	2.00	Each	$350.00	$700.00	2.00	700.00	0.00	-		700.00	100%	$0.00
12	Remove Sanitary Service	694.00	Ft	$4.00	$2,776.00	0.00	-	694.00	2,776.00		2,776.00	100%	$0.00
23	Base Course	1,103.64	Ton	$23.00	$25,383.72	772.55	17,768.60	331.09	7,615.12		25,383.72	100%	$0.00
24	Granular Subbase	22.90	Ton	$23.00	$526.70	16.03	368.69	6.87	158.01		526.70	100%	$0.00
25	Asphalt Concrete Composite, PG58-28	268.50	Ton	$160.00	$42,960.00	187.95	30,072.00	80.55	12,888.00		42,960.00	100%	$0.00
27	Concrete Curb & Gutter Type SF66	2.00	Ft	$22.00	$44.00	1.40	30.80	0.60	13.20		44.00	100%	$0.00
29	4" Concrete Sidewalk	5,612.00	SqFt	$7.00	$39,284.00	3928.40	27,498.80	1683.60	11,785.20		39,284.00	100%	$0.00
46	6" AWWA C900 DR 18 PVC Water Main	105.00	Ft	$40.00	$4,200.00	105.00	4,200.00	0.00	-		4,200.00	100%	$0.00
47	8" AWWA C900 DR 18 PVC Water Main	136.00	Ft	$52.00	$7,072.00	136.00	7,072.00	0.00	-		7,072.00	100%	$0.00
48	12" AWWA C900 DR 18 PVC Water Main	112.00	Ft	$80.00	$8,960.00	112.00	8,960.00	0.00	-		8,960.00	100%	$0.00
54	12" MJ Gate Valve with Box w/Joint Restraints	3.00	Each	$5,000.00	$15,000.00	3.00	15,000.00	0.00	-		15,000.00	100%	$0.00
55	8" x 8" x 6" MJ Tee w/Joint Restraints	1.00	Each	$1,000.00	$1,000.00	1.00	1,000.00	0.00	-		1,000.00	100%	$0.00
56	8" x 8" x 8" MJ Tee w/Joint Restraints	1.00	Each	$1,100.00	$1,100.00	1.00	1,100.00	0.00	-		1,100.00	100%	$0.00
59	12" x 12" x 12" MJ Tee w/Joint Restraints	2.00	Each	$2,000.00	$4,000.00	2.00	4,000.00	0.00	-		4,000.00	100%	$0.00
64	12" to 6" MJ Reducer w/Joint Restraints	1.00	Each	$1,000.00	$1,000.00	1.00	1,000.00	0.00	-		1,000.00	100%	$0.00
66	6" MJ Bend (22.5 Degree) w/Joint Restraints	5.00	Each	$600.00	$3,000.00	5.00	3,000.00	0.00	-		3,000.00	100%	$0.00
70	6" MJ Sleeve w/Joint Restraints	3.00	Each	$650.00	$1,950.00	3.00	1,950.00	0.00	-		1,950.00	100%	$0.00
71	8" MJ Sleeve w/Joint Restraints	4.00	Each	$800.00	$3,200.00	4.00	3,200.00	0.00	-		3,200.00	100%	$0.00
74	Reconnect Water Service	1.00	Each	$600.00	$600.00	1.00	600.00	0.00	-		600.00	100%	$0.00
75	1" Water Service Piping	216.00	Ft	$30.00	$6,480.00	216.00	6,480.00	0.00	-		6,480.00	100%	$0.00
76	1" Corporation Stop With Tapping Saddle	8.00	Each	$600.00	$4,800.00	8.00	4,800.00	0.00	-		4,800.00	100%	$0.00
77	1" Curb Stop with Box	8.00	Each	$700.00	$5,600.00	8.00	5,600.00	0.00	-		5,600.00	100%	$0.00
84	Tracer Wire - Water	434.00	Ft	$1.00	$434.00	434.00	434.00	0.00	-		434.00	100%	$0.00
89	6" SDR 35 PVC Pipe	49.00	Ft	$40.00	$1,960.00	0.00	-	49.00	1,960.00		1,960.00	100%	$0.00
90	8" SDR 35 PVC Pipe	342.00	Ft	$50.00	$17,100.00	0.00	-	342.00	17,100.00		17,100.00	100%	$0.00
91	10" SDR 35 PVC Pipe	3.00	Ft	$60.00	$180.00	0.00	-	3.00	180.00		180.00	100%	$0.00
92	4" Pipe Plug	4.00	Each	$40.00	$160.00	0.00	-	4.00	160.00		160.00	100%	$0.00
95	4" Sewer Service	282.00	Ft	$30.00	$8,460.00	0.00	-	282.00	8,460.00		8,460.00	100%	$0.00
97	6" x 4" Pipe Wye	2.00	Each	$400.00	$800.00	0.00	-	2.00	800.00		800.00	100%	$0.00
99	8" x 6" Saddle Wye	6.00	Each	$525.00	$3,150.00	0.00	-	6.00	3,150.00		3,150.00	100%	$0.00
100	10" x 4" Pipe Wye	1.00	Each	$700.00	$700.00	0.00	-	1.00	700.00		700.00	100%	$0.00
104	Pipe Insulation (Utility Crossing Chamber)	448.00	SqFt	$10.00	$4,480.00	0.00	-	448.00	4,480.00		4,480.00	100%	$0.00
106	Adjust Manhole	1.00	Each	$1,200.00	$1,200.00	0.00	-	1.00	1,200.00		1,200.00	100%	$0.00
109	18" RCP Class 3, Furnish	96.00	Ft	$48.00	$4,608.00	0.00	-	96.00	4,608.00		4,608.00	100%	$0.00
110	18" RCP, Install	96.00	Ft	$40.00	$3,840.00	0.00	-	96.00	3,840.00		3,840.00	100%	$0.00
115	27" RCP Class 3, Furnish	7.00	Ft	$98.00	$686.00	0.00	-	7.00	686.00		686.00	100%	$0.00
116	27" RCP, Install	7.00	Ft	$55.00	$385.00	0.00	-	7.00	385.00		385.00	100%	$0.00
117	30" RCP Class 3, Furnish	146.00	Ft	$98.00	$14,308.00	0.00	-	146.00	14,308.00		14,308.00	100%	$0.00
118	30" RCP, Install	146.00	Ft	$60.00	$8,760.00	0.00	-	146.00	8,760.00		8,760.00	100%	$0.00
119	29" x 18" RCP Arch Class 3, Furnish	35.00	Ft	$98.00	$3,430.00	0.00	-	35.00	3,430.00		3,430.00	100%	$0.00
120	29" x 18" RCP Arch, Install	35.00	Ft	$80.00	$2,800.00	0.00	-	35.00	2,800.00		2,800.00	100%	$0.00
123	18" RCP Flared End, Furnish	2.00	Each	$600.00	$1,200.00	0.00	-	2.00	1,200.00		1,200.00	100%	$0.00
124	18" RCP Flared End, Install	2.00	Each	$350.00	$700.00	0.00	-	2.00	700.00		700.00	100%	$0.00
130	2' x 2' Catch Basin	1.00	Each	$2,800.00	$2,800.00	0.00	-	1.00	2,800.00		2,800.00	100%	$0.00
132	6' - S.F. Type Inlet	1.00	Each	$6,500.00	$6,500.00	0.00	-	1.00	6,500.00		6,500.00	100%	$0.00
138	Flat Aluminum Sign, Nonremovable Copy High Intensity	5.00	SqFt	$32.00	$160.00	3.50	112.00	1.50	48.00		160.00	100%	$0.00
139	at Aluminum Sign, Nonremovable Copy Super/Very High Intens	5.00	SqFt	$34.00	$170.00	3.50	119.00	1.50	51.00		170.00	100%	$0.00
141	Type 3 Single Sided Barricade	6.00	Ft	$80.00	$480.00	4.20	336.00	1.80	144.00		480.00	100%	$0.00
142	Epoxy Pavement Marking Paint, 4" Yellow	134.00	Ft	$2.00	$268.00	93.80	187.60	40.20	80.40		268.00	100%	$0.00
143	Epoxy Pavement Marking Paint, 4" White	35.00	Ft	$2.00	$70.00	24.50	49.00	10.50	21.00		70.00	100%	$0.00
152	Verify Utility	2.00	Each	$150.00	$300.00	1.40	210.00	0.60	90.00		300.00	100%	$0.00
153	Concrete Air and Slump Test	8.00	Each	$450.00	$3,600.00	5.60	2,520.00	2.40	1,080.00		3,600.00	100%	$0.00
162	Asphalt Density Test	4.00	Each	$200.00	$800.00	2.80	560.00	1.20	240.00		800.00	100%	$0.00
CO #2	Change Order No. 2	1.00	LS	$44,611.65	$44,611.65	0.55	24,536.41	0.45	20,075.24		44,611.65	100%	$0.00
CO #5	Change Order No. 5	1.00	LS	$199,734.50	$199,734.50	0.55	109,853.98	0.45	89,880.53		199,734.51	100%	-$0.01
CO #8	Change Order No. 8	1.00	LS	$1,320.00	$1,320.00	0.55	726.00	0.45	594.00		1,320.00	100%	$0.00
CO #9	Change Order No. 9	1.00	LS	$7,779.98	$7,779.98	0.55	4,278.99	0.45	3,500.99		7,779.98	100%	$0.00
				Change Order Totals	$529,892.05		$ 289,948.22		$ 239,943.84	$ -	$ 529,892.06	100%	$ (0.01)

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Deductions

A	B	C	D	E	F	G	H	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed (DW)		Work Completed (CW)		Materials Currently Stored (not in G)	Work Completed and Materials	% of Value of	Balance to Finish (F - J)
		Item Quantity	Units	Unit Price	Value of Bid Item	Estimated	Value of Work	Estimated	Value of Work				
Original Contract													
5	Saw Cut Pavement	(50.00)	Ft	$4.00	-$200.00	-35.00	(140.00)	-15.00	(60.00)		(200.00)	100%	-
6	Remove Water Main	(1,750.00)	Ft	$3.00	-$5,250.00	-1750.00	(5,250.00)	0.00	-		(5,250.00)	100%	-
7	Remove Water Service	(32.00)	Ft	$5.00	-$160.00	-32.00	(160.00)	0.00	-		(160.00)	100%	-
11	Remove Sewer Pipe	(266.00)	Ft	$4.00	-$1,064.00	0.00	-	-266.00	(1,064.00)		(1,064.00)	100%	-
14	Remove Storm Sewer Pipe	(98.00)	Ft	$5.00	-$490.00	0.00	-	-98.00	(490.00)		(490.00)	100%	-
17	Remove Signal Equipment	(1.00)	LS	$600.00	-$600.00	-0.70	(420.00)	-0.30	(180.00)		(600.00)	100%	-
18	Remove Signal Pole Footing	(2.00)	Each	$550.00	-$1,100.00	-1.40	(770.00)	-0.60	(330.00)		(1,100.00)	100%	-
19	Salvage Signal Equipment	(1.00)	LS	$300.00	-$300.00	-0.70	(210.00)	-0.30	(90.00)		(300.00)	100%	-
21	Unclassified Excavation - Grade Stabilization	(225.00)	CuYd	$5.50	-$1,237.50	-157.50	(866.25)	-67.50	(371.25)		(1,237.50)	100%	-
22	Scarify and Recompact Subgrade	(15,247.00)	SqYd	$1.00	-$15,247.00	-10672.90	(10,672.90)	-4574.10	(4,574.10)		(15,247.00)	100%	-
26	PCC Approach Pavement, 6" Thick	(1,115.00)	SqFt	$8.25	-$9,198.75	-780.50	(6,439.13)	-334.50	(2,759.63)		(9,198.76)	100%	0.01
28	6" Concrete Valley Gutter	(36.00)	Ft	$63.00	-$2,268.00	-25.20	(1,587.60)	-10.80	(680.40)		(2,268.00)	100%	-
30	6" Accessible Curb Ramp Sidewalk	(3,850.00)	SqFt	$13.00	-$50,050.00	-2695.00	(35,035.00)	-1155.00	(15,015.00)		(50,050.00)	100%	-
31	Type B Detectable Warnings	(12.00)	SqFt	$75.00	-$900.00	-8.40	(630.00)	-3.60	(270.00)		(900.00)	100%	-
32	Geotextile Fabric	(8,452.00)	SqYd	$3.25	-$27,469.00	-5916.40	(19,228.30)	-2535.60	(8,240.70)		(27,469.00)	100%	-
33	Geotextile Fabric for Subgrade Stabilization	(1,000.00)	SqYd	$3.25	-$3,250.00	-700.00	(2,275.00)	-300.00	(975.00)		(3,250.00)	100%	-
37	Longitudinal Pedestrian Barricade	(54.00)	Ft	$12.00	-$648.00	-37.80	(453.60)	-16.20	(194.40)		(648.00)	100%	-
38	Placing Topsoil	(241.00)	CuYd	$17.00	-$4,097.00	-168.70	(2,867.90)	-72.30	(1,229.10)		(4,097.00)	100%	-
39	Water for Vegetation	(1,110.00)	Mgal	$3.00	-$3,330.00	-777.00	(2,331.00)	-333.00	(999.00)		(3,330.00)	100%	-
40	Seed, Fertilizing, and Fiber Mulching	(0.25)	LS	$15,000.00	-$3,750.00	-0.18	(2,625.00)	-0.08	(1,125.00)		(3,750.00)	100%	-
41	Temporary Vehicle Tracking Control	(1.00)	Each	$750.00	-$750.00	-0.70	(525.00)	-0.30	(225.00)		(750.00)	100%	-
43	Select Granular Backfill	(1,010.00)	Ton	$16.00	-$16,160.00	-1010.00	(16,160.00)	0.00	-		(16,160.00)	100%	-
44	Trench Stabilization Material	(250.00)	Ton	$30.00	-$7,500.00	-250.00	(7,500.00)	0.00	-		(7,500.00)	100%	-
45	4" AWWA C900 DR 18 PVC Water Main	(3.00)	Ft	$35.00	-$105.00	-3.00	(105.00)	0.00	-		(105.00)	100%	-
50	"Owner Furnished" Fire Hydrant w/Joint Restraints	(2.00)	Each	$1,100.00	-$2,200.00	-2.00	(2,200.00)	0.00	-		(2,200.00)	100%	-
51	4" MJ Gate Valve with Box w/Joint Restraints	(1.00)	Each	$2,000.00	-$2,000.00	-1.00	(2,000.00)	0.00	-		(2,000.00)	100%	-
52	6" MJ Gate Valve with Box w/Joint Restraints	(5.00)	Each	$2,400.00	-$12,000.00	-5.00	(12,000.00)	0.00	-		(12,000.00)	100%	-
53	8" MJ Gate Valve with Box w/Joint Restraints	(2.00)	Each	$3,000.00	-$6,000.00	-2.00	(6,000.00)	0.00	-		(6,000.00)	100%	-
57	12" x 12" x 6" MJ Tee w/Joint Restraints	(1.00)	Each	$1,500.00	-$1,500.00	-1.00	(1,500.00)	0.00	-		(1,500.00)	100%	-
58	12" x 12" x 8" MJ Tee w/Joint Restraints	(1.00)	Each	$1,600.00	-$1,600.00	-1.00	(1,600.00)	0.00	-		(1,600.00)	100%	-
60	8" x 8" MJ Cross w/Joint Restraints	(1.00)	Each	$1,500.00	-$1,500.00	-1.00	(1,500.00)	0.00	-		(1,500.00)	100%	-
62	8" x 4" MJ Reducer w/Joint Restraints	(1.00)	Each	$650.00	-$650.00	-1.00	(650.00)	0.00	-		(650.00)	100%	-
63	8" x 6" MJ Reducer w/Joint Restraints	(1.00)	Each	$700.00	-$700.00	-1.00	(700.00)	0.00	-		(700.00)	100%	-
67	8" MJ Bend (45 Degree) w/Joint Restraints	(7.00)	Each	$800.00	-$5,600.00	-7.00	(5,600.00)	0.00	-		(5,600.00)	100%	-
68	8" MJ Bend (90 Degree) w/Joint Restraints	(2.00)	Each	$850.00	-$1,700.00	-2.00	(1,700.00)	0.00	-		(1,700.00)	100%	-
69	12" MJ Bend (90 Degree) w/Joint Restraints	(9.00)	Each	$1,500.00	-$13,500.00	-9.00	(13,500.00)	0.00	-		(13,500.00)	100%	-
73	6" MJ Foster Adapter	(3.00)	Each	$300.00	-$900.00	-3.00	(900.00)	0.00	-		(900.00)	100%	-
78	1.5" Water Service Piping	(97.00)	Each	$40.00	-$3,880.00	-97.00	(3,880.00)	0.00	-		(3,880.00)	100%	-
79	1.5" Corporation Stop With Tapping Saddle	(2.00)	Each	$1,000.00	-$2,000.00	-2.00	(2,000.00)	0.00	-		(2,000.00)	100%	-
80	1.5" Curb Stop with Box	(2.00)	Each	$1,000.00	-$2,000.00	-2.00	(2,000.00)	0.00	-		(2,000.00)	100%	-
81	2" Water Service Piping	(3.00)	Ft	$50.00	-$150.00	-3.00	(150.00)	0.00	-		(150.00)	100%	-
85	Pipe Insulation	(42.00)	SqFt	$10.00	-$420.00	-42.00	(420.00)	0.00	-		(420.00)	100%	-
86	Cut and Tie to Existing Water Main	(4.00)	Each	$1,500.00	-$6,000.00	-4.00	(6,000.00)	0.00	-		(6,000.00)	100%	-
87	Adjust Water Valve Box	(5.00)	Each	$60.00	-$300.00	-5.00	(300.00)	0.00	-		(300.00)	100%	-
93	6" Pipe Plug	(2.00)	Each	$50.00	-$100.00	0.00	-	-2.00	(100.00)		(100.00)	100%	-
94	10" Pipe Plug	(1.00)	Each	$200.00	-$200.00	0.00	-	-1.00	(200.00)		(200.00)	100%	-
96	6" Sewer Service	(134.00)	Ft	$35.00	-$4,690.00	0.00	-	-134.00	(4,690.00)		(4,690.00)	100%	-
98	8" x 4" Pipe Wye	(3.00)	Each	$500.00	-$1,500.00	0.00	-	-3.00	(1,500.00)		(1,500.00)	100%	-
103	Tracer Wire - Sanitary	(633.00)	Ft	$1.00	-$633.00	0.00	-	-633.00	(633.00)		(633.00)	100%	-
111	21" RCP Class 3, Furnish	(37.00)	Ft	$72.00	-$2,664.00	0.00	-	-37.00	(2,664.00)		(2,664.00)	100%	-
112	21" RCP, Install	(37.00)	Ft	$50.00	-$1,850.00	0.00	-	-37.00	(1,850.00)		(1,850.00)	100%	-
113	24" RCP Class 3, Furnish	(191.00)	Ft	$72.00	-$13,752.00	0.00	-	-191.00	(13,752.00)		(13,752.00)	100%	-
114	24" RCP, Install	(191.00)	Ft	$50.00	-$9,550.00	0.00	-	-191.00	(9,550.00)		(9,550.00)	100%	-
125	24" RCP Flared End, Furnish	(1.00)	Each	$650.00	-$650.00	0.00	-	-1.00	(650.00)		(650.00)	100%	-
126	24" RCP Flared End, Install	(1.00)	Each	$450.00	-$450.00	0.00	-	-1.00	(450.00)		(450.00)	100%	-
129	Connect to Existing Storm Sewer	(1.00)	Each	$1,000.00	-$1,000.00	0.00	-	-1.00	(1,000.00)		(1,000.00)	100%	-
133	10' - S.F. Type Inlet	(5.00)	Each	$9,150.00	-$45,750.00	0.00	-	-5.00	(45,750.00)		(45,750.00)	100%	-
134	Type 1 Junction Box	(13.00)	Each	$9,000.00	-$117,000.00	0.00	-	-13.00	(117,000.00)		(117,000.00)	100%	-
135	Utility Crossing Chamber	(2.00)	Each	$9,550.00	-$19,100.00	0.00	-	-2.00	(19,100.00)		(19,100.00)	100%	-
136	Adjust Junction Box (and Crossing Chamber)	(16.00)	Each	$1,000.00	-$16,000.00	0.00	-	-16.00	(16,000.00)		(16,000.00)	100%	-
144	Epoxy Pavement Marking Paint, 8" White	(40.00)	Ft	$4.00	-$160.00	-28.00	(112.00)	-12.00	(48.00)		(160.00)	100%	-
145	Epoxy Pavement Marking Paint, 24" White	(22.00)	Ft	$9.00	-$198.00	-15.40	(138.60)	-6.60	(59.40)		(198.00)	100%	-
147	2' Diameter Footing	(12.00)	Ft	$175.00	-$2,100.00	-8.40	(1,470.00)	-3.60	(630.00)		(2,100.00)	100%	-
148	Miscellaneous, Electrical	(1.00)	LS	$1,000.00	-$1,000.00	-0.70	(700.00)	-0.30	(300.00)		(1,000.00)	100%	-
149	Remove and Reset Pedestal Signal Pole	(2.00)	Each	$425.00	-$850.00	-1.40	(595.00)	-0.60	(255.00)		(850.00)	100%	-
151	Locating Utility	(6.00)	Each	$150.00	-$900.00	-4.20	(630.00)	-1.80	(270.00)		(900.00)	100%	-
154	Concrete Compression Strength Test	(10.00)	Each	$25.00	-$250.00	-7.00	(175.00)	-3.00	(75.00)		(250.00)	100%	-
158	Density and Moisture Content Test - Backfill	(10.00)	Each	$150.00	-$1,500.00	-7.00	(1,050.00)	-3.00	(450.00)		(1,500.00)	100%	-
159	Density and Moisture Content Test - Granular	(8.00)	Each	$150.00	-$1,200.00	-5.60	(840.00)	-2.40	(360.00)		(1,200.00)	100%	-
CO #10	Change Order No. 10	(1.00)	LS	$23,243.08	-$23,243.08	-0.55	(12,783.69)	-0.45	(10,459.39)		(23,243.08)	100%	-
							-		-		-		-
				Change Order Totals	**-$486,014.33**		**$ (199,345.97)**		**$ (286,668.37)**	**$ -**	**$ (486,014.34)**	**100%**	**$ 0.01**

Net Contract Change for Final Adjustment of Quantities = $43,877.72 DW = **$90,602.25** CW = **($46,724.53)**

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March 12, 2025

Mr. Ryan Hegg
City of Madison
503 S Highland Ave
Madison, SD 57042

RE: Madison Park Creek Walls Site 3 Improvements – Change Order No. 4

Dear Mr. Hegg:

Submitted for approval is Change Order No. 4 for the Park Creek Walls Site 3 Improvements project.

The following includes descriptions for each item included in the proposed change order:

1. Valley Gutter - $4,880.00
   It was identified on the project that additional existing concrete valley gutter would need to be replaced due to the necessity of construction access at the east end of 3rd St. The total quantity of valley gutter replaced was 244 square feet.

2. Riprap Re-work and Unclassified Excavation - $4,750.00
   Grading limits at the northeast corner of the channel at Egan Ave were extended to include riprap placement for erosion protection and transition of the channel embankment grade. This work was completed after the initial riprap placement and required the contractor to complete additional excavation and placement of riprap.

3. Landscape Rock at NE Corner of Church - $2,436.95
   Due to the construction activities, landscaping at the northeast corner of the Presbyterian Church was removed. Removal and replacement of the landscaping at this location was not included in the original bid documents. A request for proposal was issued to repair the landscaping and provide a splash block for the roof downspout.

4. Fence at Egan Ave Box Culvert Opening - $560.00
   Temporary fencing was installed around the construction area during the project. Following channel embankment grading and installation of riprap at the northwest corner of the channel, adjacent to Egan Ave, it was identified that the grade drop from the Egan Ave sidewalk to the riprap channel presented a pedestrian safety concern. It was requested that the construction fence be left in place to create a barrier at this grade drop location. The recommendation is to purchase the fence and leave it in place until the Egan Ave project performs sidewalk work in this area.

5. Final Adjustment of Quantities – ($83,291.50)
   This final adjustment of quantities reconciles the over-run and under-run of quantities on the project.

Banner Associates has reviewed the requested changes to the project included in this change order and recommends acceptance of the change order to modify the final contract price resulting in a net reduction of **($70,664.55)** for a final contract price of **$2,095,265.01**.

Upon approval by the City of Madsion, this change order should be uploaded onto the City's FEMA project portal.

Please let us know if you have any questions or comments.

Sincerely,

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg, Heather Peterson, Amy Sad, Roxie Ebdrup – Email
Banner Associates – Todd Schultz, Cedric Hay, Nathan Powell – Email
Banner File - F:\23124\Construction Phase\Change Order\Site 3\Change Order No 4\Change Order No 4_for Owner Signature.pdf

CHANGE ORDER NO.: 4

Owner:	City of Madison	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23124.00.40
Contractor:	Kesteloot	Contractor's Project No.:	NA
Project:	Park Creek Walls Improvements – Site 3		
Contract Name:	Unit Price Bid Schedule		
Date Issued:	03/10/2025	Effective Date of Change Order:	03/17/2025

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

Description:

1. **Valley Gutter - $4,880.00**
2. **Riprap Re-work and Unclassified Excavation - $4,750.00**
3. **Landscape Rock at NE Corner of Church - $2,436.95**
4. **Fence at Egan Ave Box Culvert Opening - $560.00**
5. **Final Adjustment of Quantities – ($83,291.50)**

Total additional costs for requested work = ($70,664.55).

Attachments: **None**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,898,113.00	Original Contract Times: Substantial Completion: Sept. 1, 2024 Ready for final payment: Oct. 1, 2024
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No.: 3 $ 267,816.56	**[Increase] [~~Decrease~~]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Sept. 19, 2024 Ready for final payment: Oct. 21, 2024
Contract Price prior to this Change Order: $ 2,165,929.56	Contract Times prior to this Change Order: Substantial Completion: Sept. 19, 2024 Ready for final payment: Oct. 21, 2024
Decrease this Change Order: $ (70,664.55)	**[~~Increase~~] [~~Decrease~~]** this Change Order: Substantial Completion: 0 working days Ready for final payment: 0 working days
Contract Price incorporating this Change Order: $ 2,095,265.01	Contract Times with all approved Change Orders: Substantial Completion: Sept. 19, 2024 Ready for final payment: Oct. 21, 2024

Recommended by Engineer (if required)

By: Walter T. Banner

Title: Project Manager

Date: 3/10/2025

Authorized by Contractor

By: Josh Adelmann

Title: Project Manager

Date: 3/12/2025

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

EJCDC® C-941, Change Order.
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5. Final Adjustment of Quantities

Change Order No. 4 - Final Adjustment of Quantities Breakout

Additions

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
7	Imported Topsoil	24.00	CuYd	18.00	432.00		-		-	0%	432.00
12	Inlet Sediment Control Devices	2.00	Each	150.00	300.00		-		-	0%	300.00
16	Tree Removal	2.00	Each	350.00	700.00		-		-	0%	700.00
20	Remove Concrete Sidewalk	182.00	SqFt	8.00	1,456.00		-		-	0%	1,456.00
28	Compaction - Moisture/Density Tests	7.00	Each	350.00	2,450.00		-		-	0%	2,450.00
30	Geotextile for Subgrade Stabilization	154.40	SqYd	4.00	617.60		-		-	0%	617.60
33	Steel Sheet Piling Cap	8.00	LF	210.00	1,680.00		-		-	0%	1,680.00
37	Base Course and Gravel Cushion	63.90	Ton	25.00	1,597.50		-		-	0%	1,597.50
38	Concrete Curb and Gutter	54.00	LF	55.00	2,970.00		-		-	0%	2,970.00
41	4" Concrete Sidewalk	201.00	SF	8.00	1,608.00		-		-	0%	1,608.00
				Change Order Totals	$ 13,811.10		$ -	$ -	$ -	0%	$ 13,811.10

Deductions

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
5	6' High Construction Safety Fence	(421.00)	LF	4.00	(1,684.00)		-		-	0%	(1,684.00)
14	Concrete Washout Area	(2.00)	Each	1,000.00	(2,000.00)		-		-	0%	(2,000.00)
15	Erosion Control Wattle	(109.00)	LF	5.00	(545.00)		-		-	0%	(545.00)
21	Remove Existing Wall	(20.00)	LF	40.00	(800.00)		-		-	0%	(800.00)
27	Contractor Furnished Borrow	(100.00)	CuYd	12.00	(1,200.00)		-		-	0%	(1,200.00)
31	Class C Riprap	(1,073.30)	Ton	72.00	(77,277.60)		-		-	0%	(77,277.60)
35	Schedule 40 8" Storm Sewer	(20.00)	LF	105.00	(2,100.00)		-		-	0%	(2,100.00)
40	Concrete Approach/ Driveway Pavement	(10.70)	SY	80.00	(856.00)		-		-	0%	(856.00)
45	Reset Fence	(95.00)	LF	112.00	(10,640.00)		-		-	0%	(10,640.00)
				Change Order Totals	$ (97,102.60)		$ -	$ -	$ -	0%	$ (97,102.60)

Net Contract Change for Final Adjustment of Quantities = ($83,291.50)

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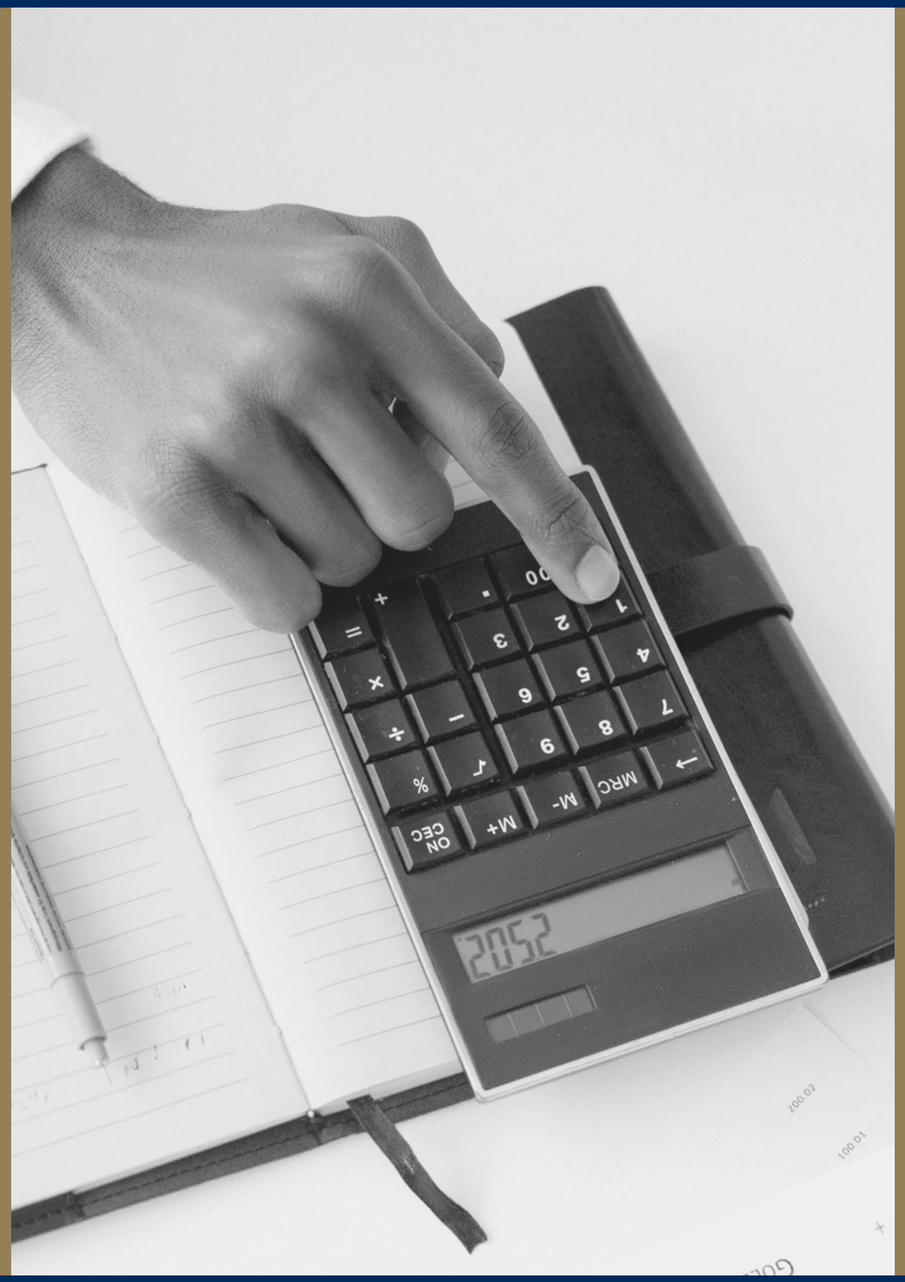
THE CITY OF MADISON

Discover the Unexpected

Finance Update

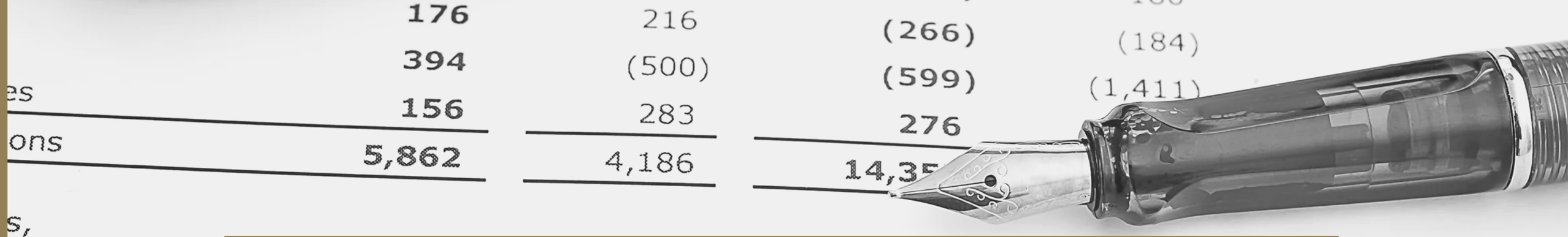
FEBRUARY - 2025



• NOTES

- Update covers YTD (through February of 2025).
- 16.16 % of the Year
- No Election for 2025

THE CITY OF MADISON
Discover the Unexpected



Cash on Hand

- General Cash - $14.02 million total
  - Investments – $5.90 million
  - Checking - $7.18 million
  - Money Market - $686 thousand
  - Other - $254 thousand
- Restricted Cash - $625 thousand

REVENUE GUIDELINES

Fund	Description	Revenue 2025 Budget	February	YTD	% of Budget
101	General Fund	$ 8,485,696	$ 2,161,049	$ 2,424,586	28.6%
211	Lodging & Entertainment Tax	$ 350,000	$ 25,933	$ 46,866	13.4%
213	2nd Cent Sales Tax	$ 2,431,943	$ 192,008	$ 410,989	16.9%
214	Business Improvement District Bid	$ 53,500	$ 2,044	$ 9,030	16.9%
220	Special Maintenance Fee	$ 251,847	$ 257	$ 257	0.1%
303	Tax Increment District #2	$ 60,000	$ -	$ -	0.0%
307	Tax Increment District #3	$ -	$ -	$ -	0.0%
517	Creek - Bridge Mitigation	$ 3,593,704	$ -	$ -	0.0%
518	City Hall Construction	$ -	$ -	$ -	0.0%
519	Electric Transformer Upgrade	$ -	$ -	$ -	0.0%
602	Water Fund	$ 7,414,365	$ 166,865	$ 332,638	4.5%
603	Electric Fund	$ 11,612,895	$ 1,144,612	$ 2,161,942	18.6%
604	Sewer Fund	$ 4,151,276	$ 153,732	$ 311,928	7.5%
612	Solid Waste Fund	$ 512,726	$ 42,831	$ 84,468	16.5%
620	Community Center	$ 1,033,500	$ 43,467	$ 108,420	10.5%
621	After School / Youth Program	$ 181,424	$ 11,211	$ 18,480	10.2%
	TOTAL	**$ 40,132,876**	**$ 3,944,010**	**$ 5,909,606**	**14.7%**

EXPENDITURE GUIDELINES

Fund	Description	Expense 2025 Budget	February	YTD	% of Budgeted
101	General Fund	$ 12,007,399	$ 1,082,624	$ 2,481,106	20.7%
211	Lodging & Entertainment Tax	$ 350,000	$ -	$ 35,000	10.0%
213	2nd Cent Sales Tax	$ 175,000	$ 2,975	$ 2,975	1.7%
214	Business Improvement District Bid	$ 13,375	$ 10,000	$ 10,000	74.8%
220	Special Maintenance Fee	$ 24,000	$ -	$ -	0.0%
303	Tax Increment District #2	$ 60,000	$ -	$ -	0.0%
307	Tax Increment District #3	$ -	$ -	$ -	0.0%
517	Creek - Bridge Mitigation	$ 5,360,401	$ 620,961	$ 620,961	11.6%
518	City Hall Construction	$ 144,467	$ 8,668	$ 9,649	6.7%
519	Electric Transformer Upgrade	$ -	$ -	$ -	0.0%
602	Water Fund	$ 6,030,798	$ 183,319	$ 445,791	7.4%
603	Electric Fund	$ 21,520,643	$ 947,208	$ 894,912	4.2%
604	Sewer Fund	$ 2,870,248	$ 112,436	$ 337,053	11.7%
612	Solid Waste Fund	$ 526,556	$ 28,073	$ 55,087	10.5%
620	Community Center	$ 1,032,626	$ 59,375	$ 129,691	12.6%
621	After School / Youth Program	$ 178,724	$ 8,655	$ 19,852	11.1%
	TOTAL	**$ 50,294,237**	**$ 3,064,294**	**$ 5,042,076**	**10.0%**

BY FUND – FEBRUARY 2025

Profit or Loss February 2025				
Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	$ 2,161,049	$ 1,082,624	$ 1,078,425
211	Lodging & Entertainment Tax	$ 25,933	$ -	$ 25,933
213	2nd Cent Sales Tax	$ 192,008	$ 2,975	$ 189,032
214	Business Improvement District Bid	$ 2,044	$ 10,000	$ (7,956)
220	Special Maintenance Fee	$ 257	$ -	$ 257
303	Tax Increment District #2	$ -	$ -	$ -
307	Tax Increment District #3	$ -	$ -	$ -
517	Creek - Bridge Mitigation	$ -	$ 620,961	$ (620,961)
518	City Hall Construction	$ -	$ 8,668	$ (8,668)
519	Electric Transformer Upgrade	$ -	$ -	$ -
602	Water Fund	$ 166,865	$ 183,319	$ (16,454)
603	Electric Fund	$ 1,144,612	$ 947,208	$ 197,403
604	Sewer Fund	$ 153,732	$ 112,436	$ 41,296
612	Solid Waste Fund	$ 42,831	$ 28,073	$ 14,758
620	Community Center	$ 43,467	$ 59,375	$ (15,908)
621	After School / Youth Program	$ 11,211	$ 8,655	$ 2,557
	TOTAL	**$ 3,944,010**	**$ 3,064,294**	**$ 879,716**

BY FUND – YTD 2025

Profit or Loss 2025				
Fund	Description	YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	$ 2,424,586	$ 2,481,106	$ (56,520)
211	Lodging & Entertainment Tax	$ 46,866	$ 35,000	$ 11,866
213	2nd Cent Sales Tax	$ 410,989	$ 2,975	$ 408,014
214	Business Improvement District Bid	$ 9,030	$ 10,000	$ (970)
220	Special Maintenance Fee	$ 257	$ -	$ 257
303	Tax Increment District #2	$ -	$ -	$ -
307	Tax Increment District #3	$ -	$ -	$ -
517	Creek - Bridge Mitigation	$ -	$ 620,961	$ (620,961)
518	City Hall Construction	$ -	$ 9,649	$ (9,649)
519	Electric Transformer Upgrade	$ -	$ -	$ -
602	Water Fund	$ 332,638	$ 445,791	$ (113,153)
603	Electric Fund	$ 2,161,942	$ 894,912	$ 1,267,031
604	Sewer Fund	$ 311,928	$ 337,053	$ (25,124)
612	Solid Waste Fund	$ 84,468	$ 55,087	$ 29,381
620	Community Center	$ 108,420	$ 129,691	$ (21,271)
621	After School / Youth Program	$ 18,480	$ 19,852	$ (1,371)
	TOTAL	**$ 5,909,606**	**$ 5,042,076**	**$ 867,530**

Sales Tax

February 2025

$365,323

+.92%

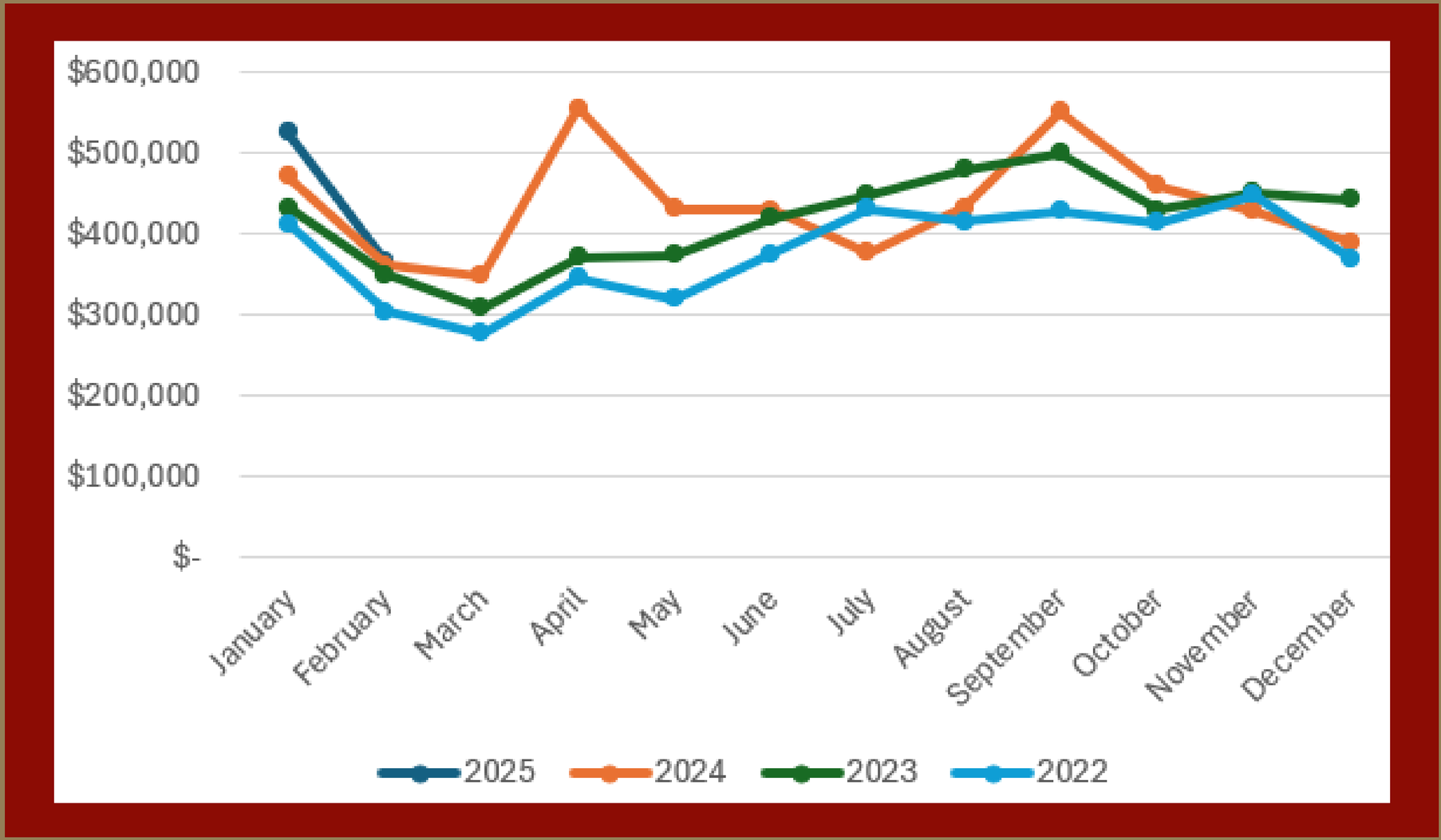
2025 YTD

$891,610

+12.52%

	% increase	2025	2024	2023	2022
January	11.60%	$ 526,287	$ 471,571	$ 432,730	$ 413,511
February	0.92%	$ 365,323	$ 361,999	$ 350,238	$ 303,973
March			$ 347,846	$ 308,016	$ 277,186
April			$ 556,545	$ 371,022	$ 346,336
May			$ 431,766	$ 374,131	$ 320,367
June			$ 429,961	$ 420,501	$ 376,298
July			$ 376,990	$ 448,323	$ 431,753
August			$ 433,097	$ 480,355	$ 416,258
September			$ 551,973	$ 499,767	$ 428,928
October			$ 459,462	$ 430,674	$ 414,971
November			$ 428,143	$ 451,510	$ 448,293
December			$ 389,624	$ 442,683	$ 370,263
Total	12.52%	$ 891,610	$ 5,238,976	$ 5,009,950	$ 4,548,137

Sales Tax Graph



Thank You!

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