



**BOARD OF COMMISSIONERS
AGENDA**

JUNE 1, 2021

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

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

<https://zoom.us/j/91503638102>

CALL TO ORDER

ROLL CALL

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes - May 24, 2021
- 2) Claims for Approval - June 2, 2021

UNFINISHED BUSINESS

- 1) 2nd Reading Ordinance No. 1633 - Medical Cannabis Establishments
- 2) Provide Direction to Staff Regarding 2021 Opening of Madison Aquatic Center
Electrical Component Quotes

NEW BUSINESS

- 1) Authorize Mayor to Sign Memorandum of Agreement Among the Federal Emergency Management Agency, the South Dakota State Historic Preservation Officer, the City of Madison, and the South Dakota Office of Emergency Management Regarding the City of Madison, Madison Park Creek Project and the Treatment of Adverse Effects to the Historic Memorial Creek Walls, Lake County, South Dakota
- 2) Approve Grant Application - SD Dept of Health - West Nile Virus Prevention
- 3) Discuss Madison Splash Zones - Dan Buresh - Madison Fire Department
- 4) Discuss Moving Budget Deadline per Senate Bill 138

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com
AGENDAS – CITY COMMISSION

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

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

May 24, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 24th day of May with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw, and Jerae Wire and Planning Commissioners Iverson, Maxwell, Wolff, Fawbush, Olson and Johnson.

Motion by Commissioner Shaw to adopt the May 24th agenda. Motion seconded by Commissioner Wire. Motion carried unanimously.

This being the time and place for the Public Hearing on 1st Reading of Ordinance No. 1633 - Medical Cannabis Establishments, public comment was heard from individuals in favor of the availability of Medical Cannabis. Commissioner Maxwell of the Planning Commission recommended 1st reading of Ordinance No. 1633, seconded by Commissioner Olson. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Corbin to acknowledge the April Board Meeting Minutes. Motion carried unanimously.

Motion by Commissioner Dybdahl, second by Commissioner Wire, to approve the following items on the consent calendar: Minutes - May 18, 2021, Claims for Approval -May 26, 2021, Claims for Ratification - May 14, 2021, Personnel - May. Commissioner Shaw questioned the hiring of additional staff at the Community Center with it operating in the red and asked about restructuring to turn it around. Director Hansen explained the new hires were a result of turnover. Motion carried unanimously.

Claims for Approval - May 26, 2021:

Allegra Raffle Tickets/Events Calendar 122.58; Alpha Media USA LLC Advertising 611.96; Anderson Nurseries Trees 329.00; Appera Mat Rental 27.87; AT&T Mobility Utilities/New Cell Phone 1,589.52; Baker & Taylor Books 83.85; Banner Associates Inc Water System Imp Project 30,522.91; Blenner/Taylor A Refund After Deposit 129.07; Border States Electric Supply Photo Eyes 615.00; Brock White Co LLC Crack Filler Tips 257.21; Butler Machinery Co O Rings 38.53; Canyon/Brian W Refund After Deposit 72.20; Carquest of Madison Radiators/Serpentine Belt 246.98; City of Madison Utilities 73,866.36; Core & Main GP LLC Coupling 74.31; Countywide Directory Lake County Director 482.00; Courtney/Calvin L Refund After Deposit 44.31; D&T Ventures LLC May Website Support 360.50; Dakota State University Utilities 9,328.58; Dakota Supply Group Inc Generator Straps 30.16; Dally/Patrick M Refund After Deposit 138.73; DGR Engineering LTC Plan/CVR Upgrades 11,316.70; Family Resource Network Training 35.00; Fastenal Co Paint/Paint Markers 729.94; Fox Promo LLC Imprinting 249.50; Gale Cengage Learning Books 182.34; Greater Madison Area Chamber 2021 Golf Classic 420.00; Hach Co Chemicals 28.19; Hanselman/Cole M Refund After Deposit 105.80; Hawkins Inc Cleaner/Chemicals 986.83; Hernandez/Esai A Refund After Deposit 100.76; Hillyard Inc Cleaners/Towels/ Tissue 1,233.38; Jones Ace Hardware Gazebo Repairs 15.98; KLJ Engineering LLC Apron Expansion Design 3,277.53; Krug Products Inc Grapple Parts/Hydraulic Hose 172.71; Lake County Auditor 911 Communications 103,299.68; Leal/Vanessa L Refund After Deposit 14.30; Madison Grocery Store Inc Crackers/Mandarin Halos 83.72; Madison Lawn Care Inc Mowing/Lawn Application 198.00; Marco Technologies Standard Payment 275.47; Martinez/Eve N Refund After Deposit 134.74; Micromarketing LLC Books 59.99; Moen/Mark D Refund After Deposit 134.92; Natl Ind Health Club Assoc Annual Membership 99.00; Nickys Restaurant & Lounge Gathering Meal 652.57; Northwestern Energy Utilities 1,700.01; Office Peeps Inc Copy Paper/Name Plates/Signs 175.06; Orland Ridge Dairy LLC Refund After Deposit 24.34; Pachthofer/Lindsey M Refund After Deposit 163.44; Pederson/Donna S Refund After Deposit 131.45; Porta Pros Inc Handicap Unit Rental 161.00; Productivity Plus Account Broom 479.19; RDO Equipment Co Grapple & Bucket 14,232.94; Running Supply Inc Weed Killer/Fertilizer 244.36; Sanitation Products Inc Drag Shoe 1,303.18; SD Dept of Revenue Malt Beverage Renewals 2,400.00; SD Public Assurance Alliance Gen Liability-Beer Garden 642.00; Seafog Annual Dues 30.00; Smart Apple Media Books 389.62; Smith/Austin J Refund After Deposit 57.27; Sturdevants Madison Inc Filters/Wheel Seal/Battery 334.47; TKDA Ind Fee Estimate 4,000.00; Trittech Software Systems Annual Fees 9,833.40; USA Blue Book Flask/Chemicals 234.89; Vannardsdale/William T Refund After Deposit 129.78; Vast Broadband Internet 44.95; Vinz/Danielle K Refund After Deposit 142.82.

Claims for Ratification - May 14, 2021:

AFLAC PR#10 \$2,865.79; City of Madison - Flex One PR#10 \$1,495.72; Delta Dental of South Dakota PR#10 \$5,516.76; Health Pool of South Dakota PR#10 \$35,694.69; IBEW Local Union #426 PR#10 \$529.00; Office of Child Support Enforcement PR#10 \$900.00; SDRS PR#10 \$18,609.58; SDSRP PR#10 \$2,695.50; Teamsters Local Union No 120 PR#10 \$649.00.

Personnel - May:

Daniela Lee \$10.85/hour; Oakley Denne \$39.14/hour; Debbie Rowley \$13.00/hour; Scott Mathison \$15.50/hour; Robert Mathison \$15.25/hour; Dustin Jung \$19.76/hour; Conner Bates \$10.85/hour; Christopher Mohr \$13.50/hour; Justin Anderson \$22.81/hour; Jameson Berreth \$108,236.26/annual; Christian Christianson \$13.75/hour; Payton Harrell \$10.05/hour; Anna Boldt \$11.05/hour; Carson Hunsley \$9.45/hour, \$11.05/hour; Jacob Brooks \$9.45/hour, \$11.05/hour; Jacob Augspurger \$9.45/hour, Jacob Augspurger \$11.05/hour; Tessia Keller \$9.45/hour, Tessia Keller \$11.05/hour; Marcus Murphy \$43.84/hour; Noah Guse \$13.25/hour; Karissa Williams \$10.85/hour; Abigail Brooks \$9.45/hour; Grayson Garry \$9.45/hour; Jenna Frank \$9.45/hour.

This being the time and place for the public hearing on temporary retail (on-off sale) Malt Beverage license from Greater Madison Area Chamber of Commerce/Lake Area Improvement Corporation for Downtown in Madtown, and as no public comment was heard, motion by Commissioner Dybdahl, second by Commissioner Corbin, to approve the temporary malt beverage license. Motion carried unanimously.

In unfinished business, discussion was held on the status of the 2021 Opening of the Madison Aquatic Center. Brad Lawrence provided an update on the plans from the engineer, a list of components was received and sent out for pricing, expected to be back by Thursday.

Motion by Commissioner Dybdahl, second by Commissioner Corbin, to give Ordinance No. 1633 - Medical Cannabis Establishments a first reading. Motion carried unanimously.

Mayor Dennert presented the annual fuel agreement with Lake County. Motion by Commissioner Shaw to authorize the Mayor to sign the 2021-2022 fuel agreement with Lake County which sets this year's administrative fee at \$.27/gallon, second by Commissioner Corbin. Upon roll call, motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Shaw, to authorize the Mayor to Sign Grant Agreement for \$13,0000 with the SD Department of Transportation for AIP# 3-46-0029-021-2021 - Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). Motion carried unanimously.

Discussion was had regarding the Organizational Structure of the Engineering Department. City Administrator Jameson Berreth presented a list of activities that are handled internally by the Engineering staff and recommended the city hire a Professional Engineer for the office. Utility Director, Brad Lawrence also recommended hiring a professional engineer internally. Motion by Commissioner Shaw, second by Commissioner Corbin, to advertise for a City Professional Engineer. Motion carried unanimously.

Community Center Organizational Structure Motion by Commissioner Dybdahl, second by Commissioner Corbin, to approve the organization structure of the Community Center. Dybdahl commented that further discussion was needed on the MAC. This organizational structure will split the cost of the intramural/recreation coordinator position 60% City/40% DSU and remove any sharing of staff with the Madison Aquatic Center. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Corbin, to designate First Premier Bank and a Depository for Municipal Funds for 2021. Motion carried unanimously.

The next Board of Commissioners meeting will be held on Tuesday June 1st due to the Memorial Day holiday.

Motion by Commissioner Shaw, second by Commissioner Wire to enter into executive session pursuant to SDCL 1-25-2(1) & (3) at 6:10pm. Motion carried unanimously.

The Mayor declared the group out of executive session at 6:35pm.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to accept Rob Haug's resignation. Motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Shaw to adjourn.

The Board of Commissioners adjourned at 6:37pm.

/s/Sonya Wilt
Finance Officer

ORDINANCE NO. 1633

A TEMPORARY ORDINANCE REGARDING THE ISSUANCE OF LOCAL MEDICAL CANNABIS ESTABLISHMENT PERMITS AND/OR LICENSES

WHEREAS, a local government may enact an ordinance not in conflict with SDCL Chapter 34-20G, governing the time, place, manner, and number of medical cannabis establishments in the locality. A local government may establish civil penalties for violation of an ordinance governing the time, place, and manner of a medical cannabis establishment that may operate in the locality. A local government may require a medical cannabis establishment to obtain a local license, zoning permit, or registration to operate, and may charge a reasonable fee for the local license, zoning permit, or registration.

WHEREAS, the Municipality of Madison, SD (“Municipality”), makes a preliminary finding that the Municipality’s current regulations and controls may not adequately address the unique needs and impacts of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, medical cannabis state laws under SDCL 34-20G are effective July 1, 2021. The South Dakota Department of Health shall promulgate rules pursuant to chapter 1-26 not later than October 29, 2021, as defined by SDCL 34-20G-72. During the time between July 1, 2021 and potentially as late as October 29, 2021, local units of government will not yet know standards for medical cannabis and will not be able to adequately assess the local zoning and licensing requirements necessary to approve local permits and to better ensure applicants have a more predictable permitting process and avoid stranded investments.

WHEREAS, the Municipality makes a preliminary finding that the Municipality needs further study of the relationship of medical cannabis establishments to the Madison Comprehensive Plan and Zoning Ordinance. The public interest requires that the Municipality study, analyze, and evaluate the impacts of medical cannabis establishments and to fully explore the impacts of any proposed regulations regarding medical cannabis establishments;

WHEREAS, the Municipality makes a preliminary finding that it would be inappropriate for the Municipality to issue a local permit or license to a medical cannabis establishment prior to the South Dakota Department of Health’s promulgation of regulations governing the same;

WHEREAS, the Municipality hereby exercises its authority under SDCL 11-4-3.1 and/or SDCL 9-19-13, and the Municipality Charter (if applicable) to establish a temporary ordinance regarding the issuance of any local permits/licenses for medical cannabis establishments within the Municipality;

WHEREAS, a temporary ordinance will ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the Municipality’s Comprehensive Plan can be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, the Municipality finds that a temporary ordinance is reasonable to preserve the status quo and prevent significant investment pending the outcome of the above study and any proposed regulations emanating therefrom;

WHEREAS, the Municipality finds that the following ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

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

Section 1. Temporary Ordinance – Application for Local Permit/License

A medical cannabis establishment desiring to operate in the Municipality shall be required to apply for a permit and/or license from the Municipality. Applications for a local permit and/or license to operate a medical

cannabis establishment, as defined by SDCL 34-20G-1, shall not be accepted until the South Dakota Department of Health has promulgated regulations as required by SDCL 30-20G-72. Any application received prior to such regulations being promulgated shall be denied.

Section 2. Immediate Effect.

This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13.

Dated this ____th day of June, 2021.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading: May 24, 2021

2nd Reading: _____

Published: _____

Effective: _____

Madison Aquatic Center Electrical Components Bid

Bidder	Item	Amount	Delivery	Item	Amount	Delivery	
Border States	MCC	\$ 22,233.33	28-35 days	Panels	\$ 6,879.13	21-42 days	
Crescent Electric	All	\$ 43,360.00	None given				
Graybar	All	\$ 40,860.00	60 days	Panels		15 days	
JH Larson	All	\$ 50,753.00	80 days	Panels		20 days	4-10 transit
Malloy Electric	MCC	\$ 14,397.00	30-36 days	Panels	\$ 8,310.00	30-36 days	

Tess Nelson

From: Jason Gjellstad <jgjellstad@borderstates.com>
Sent: Wednesday, May 26, 2021 4:23 PM
To: Tess Nelson
Cc: kwulff@borderstates.com; crswanson@borderstates.com
Subject: Madison Aquatic Center
Attachments: Madison Aquatic_5262660_1.docx; City of Madison - Aquatic.PDF; B0NY0526X1K5_0000_Customer Bill Of Material_1_5_26_-_Madison_1.DOCX

Good afternoon Tess,

Please see attached pricing on the gear for the Aquatic Center. Please advise on some notes below regarding lead times and pricing.....

For the MCC... Leadtime: Standard Rockwell approval drawings in 1 week. MCC to ship 3-4 weeks after release to mfg. (Note: this MCC, with the options quoted, falls under Rockwell's quick ship program. Changes at approval could impact leadtime significantly)

Global supply chain delivery issues could also impact this order's leadtime.

Section 262419 MCC's

- 1.8.A Please specify shipping splits required to allow movement past obstructions. Quoted as 60" split
- 1.9 Standard warranty period is for 1 year from startup, or 18 months from shipment, whichever comes first.
- 2.5.H.3 Horizontal power bus is 600A, copper with tin plating.
- 2.6.C.6 VFD's are quoted as heavy duty (constant torque)
- 2.8 Factory will perform standard factory tests, this does not include connection to a motor. Test reports are not provided.

Part 3 Rockwell will provide its standard startup and adjusting. This does not include testing, reports, or training.

For the Panelboards... ** Eaton has a price increase scheduled for June 16th. The attached quote is valid until June 16th.

Lead times after release:

- Panelboards: 3-6 weeks depending on the board

Let us know if you have any other questions or changes needed, and appreciate the opportunity!

Thank you,

Jason Gjellstad

Quotation Specialist | Sioux Falls

D 605.336.5722 | EXT 15722

jgjellstad@borderstates.com | borderstates.com | [connect with us](#)

Border States Electric

1401 N Minnesota Ave | Sioux Falls SD 57104



100% Employee-owned, American Company

[Owners wanted—apply today](#)



BORDER STATES

Supply Chain Solutions™

Border States Electric Supply

Border States Electric - SFL
1401 Minnesota Avenue N
Sioux Falls SD 57104-1531
Phone: 605-331-4454

COD-009-Trade-Tax
Trade Account
Attn Cash Sale 009
PO Box 84237
SIOUX FALLS SD 57118-4237

Quote

Page: 1 of 1

BSE Quote: 26120247
Sold-To Acct #: 7187
Valid From: 05/26/2021 To: 06/02/2021
PO No: City of Madison - Aquatic

Created By: Jason Gjellstad
Tel No: 605-336-5722
Fax No:

Inco Terms:
FOB ORIGIN

Payment Terms:
Pay immediately w/o deduction

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- ROCKWELL CENTERLINE 2100 MCC	1 EA	22,233.33	/ 1	EA	22,233.33
Total Value							22,233.33

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

Shipping and handling fees in this quote are an estimate only and will
be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Rockwell Automation

Centerline 2100 Motor Control Center

Basic Structure Information

Project Name: Madison Aquatic
Project Item: Madison Aquatic Center
Project ID #: 5262660/1

Salesperson: Mark Altendorf
Created By: Mark Altendorf
Date/Time: 05/24/21 - 14:23

Motor Control Center Details

This MCC(s) was developed using an available fault current of 35,001 to 42,000 A.
MCC configuration & pricing subject to change, if actual Available Fault Current differs.

Motor Control Center Details

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral
Voltage: 480 Volts / 60 Hertz
Available Fault Current: 35,001 to 42,000 A
Unit Nameplate Type: Acrylic - Black letters on white
Wiring Type: B-T Control and Power Terminal Blocks
Wiring Diagram Location: Within each unit
Arc Resistant MCC: No
IntelliCENTER Network: None

Main Bus Bracing: 42kA (rms symmetrical)
Insulated Bus: None Selected

Horizontal Ground Bus Size: 1/4" X 2"
Horizontal Ground Bus Plating: Unplated Copper
Horizontal Ground Bus Location: Bottom
Vertical Ground Bus Type: Plug-in Zinc Plated Steel
Incoming Ground Lug Size: #6 AWG - 250 kcmil (1 Supplied as Standard)
Incoming Ground Cable Size: None Selected

Incoming Line Details

MCC Connection Type: Line Lugs
Incoming Line Cable Entry: Top Mounted
Incoming Line Cable Type: Screw type mech., CU/AL wire
Incoming Line Cable Size: 300 kcmil
Incoming Line Cable per Phase: 2

Enclosure Details

Enclosure Type: 1 - General Purpose
NEMA 3R/4 Lifting Angle: No
Section Depth: Front Mounted, 15" Deep
Section Height: 90" High
Wireway Tie Bar: Yes

Bus Details

Main Bus Rating: 600A
Main Bus Material: Copper / Tin Plated

Total Shipping Block(s): 1
Total Section(s): 3
Total Unit(s): 13

Section Modifications (Qty/Mods)

Section Number	Section Width (inches)	Options/Modifications
1	20"	N/A
2	20"	N/A
3	20"	N/A

Rockwell Automation

Centerline 2100 Motor Control Center

Unit List

Project Name: Madison Aquatic
Project Item: Madison Aquatic Center
Project ID #: 5262660/1

Salesperson: Mark Altendorf
Created By: Mark Altendorf
Date/Time: 05/24/21 - 14:23

ID	QTY	Catalog Number / Unit Description
1	1	2191MT-BKC-52-80B300 / Main Incoming Lug Compartment - 600A Rating - Top Mounted
2	2	2163UB-034HKB-3F-4LG-14DA2R1-14GER-14HBA6-43TGM-98-99 / PowerFlex 753 AC Drive w/CB - 20 HP with Circuit Breaker Thermal Magnetic (60A Trip)
3	1	2163UB-052HKB-3F-4LG-14DA2R1-14GER-14HBA6-45TGM-98-99 / PowerFlex 753 AC Drive w/CB - 30 HP with Circuit Breaker Thermal Magnetic (100A Trip)
4	9	2100-BK10 / Blank Unit Door - 1.0 Space Factor

Rockwell Automation

Centerline 2100 Motor Control Center

Unit Description

Project Name: Madison Aquatic
 Project Item: Madison Aquatic Center
 Project ID #: 5262660/1

Salesperson: Mark Altendorf
 Created By: Mark Altendorf
 Date/Time: 05/24/21 - 14:24

General Information

Line Voltage / Frequency: 480 Volts / 60 Hertz
 Power System Configuration: Wye, 3-phase, 3-wire with solidly grounded neutral
 Class I Wiring Type: B-T Control and Power Terminal Blocks
 NEMA Enclosure Type: 1 - General Purpose
 Available Fault Current: 35,001 to 42,000 A
 Unit Nameplate Type: Acrylic - Black letters on white
 Delivery Program: SCII

Unit Information

Description	Unit Features
Unit Loc: 01A Del Prog: SCII Unit ID: 1 MLUG - Main Incoming Lug Compartment <u>Rating</u> 600A <u>Wiring Diagram</u> 10003971963 <u>Name Plate Information</u> MAIN LUGS	Catalog Number: 2191MT-BKC-52-80B300 Total Space Factor = 1 Lug Compartment: 600A 1.0 space factor, Top Mounted Lugs Supplied: Screw type mech., CU/AL wire, 300 kcmil Size Wire, 2 Cables per Phase Neutral Lugs Supplied: None Selected Metering Type: None
Unit Loc: 01C Del Prog: SCII Unit ID: 2 VFD - PowerFlex 753 AC Drive w/CB <u>Rating</u> 20 HP (Heavy Duty) <u>Name Plate Information</u> SLIDE PUMP	Catalog Number: 2163UB-034HKB-3F-4LG-14DA2R1-14GER-14HBA6-43TGM-98-99 Total Space Factor = 2.5 Wiring: NEMA Type B wiring Output Current Rating: 27A Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip) Human Interface Module: LCD full numeric keypad - Door Mounted Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #16 AWG MTW(TEW) Cu Features Included Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUN Type: LED, Color(s): Green (-4LG) Drive 120VAC w/ I/O (-14DA2R1) Dualport Ethernet (for VFD) (-14GER) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)

Unit Loc: 01H Del Prog: SCII Unit ID: 2 VFD - PowerFlex 753 AC Drive w/CB <u>Rating</u> 20 HP (Heavy Duty) <u>Name Plate Information</u> FEATURE PUMP	Catalog Number: 2163UB-034HKB-3F-4LG-14DA2R1-14GER-14HBA6-43TGM-98-99 Total Space Factor = 2.5 Wiring: NEMA Type B wiring Output Current Rating: 27A Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip) Human Interface Module: LCD full numeric keypad - Door Mounted Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #16 AWG MTW(TEW) Cu <u>Features Included</u> Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUN Type: LED, Color(s): Green (-4LG) Drive 120VAC w/ I/O (-14DA2R1) Dualport Ethernet (for VFD) (-14GER) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit Loc: 02A Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02C Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02E Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02G Del Prog: SCII Unit ID: 3 VFD - PowerFlex 753 AC Drive w/CB <u>Rating</u> 30 HP (Heavy Duty) <u>Name Plate Information</u> CIRCULATION PUMP	Catalog Number: 2163UB-052HKB-3F-4LG-14DA2R1-14GER-14HBA6-45TGM-98-99 Total Space Factor = 3 Wiring: NEMA Type B wiring Output Current Rating: 40A Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (100A Trip) Human Interface Module: LCD full numeric keypad - Door Mounted Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #16 AWG MTW(TEW) Cu <u>Features Included</u> Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUN Type: LED, Color(s): Green (-4LG) Drive 120VAC w/ I/O (-14DA2R1) Dualport Ethernet (for VFD) (-14GER) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit Loc: 03A Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03C Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03E Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1

Unit Loc: 03G Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03J Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03L Del Prog: SCII Unit ID: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1

Rockwell Automation

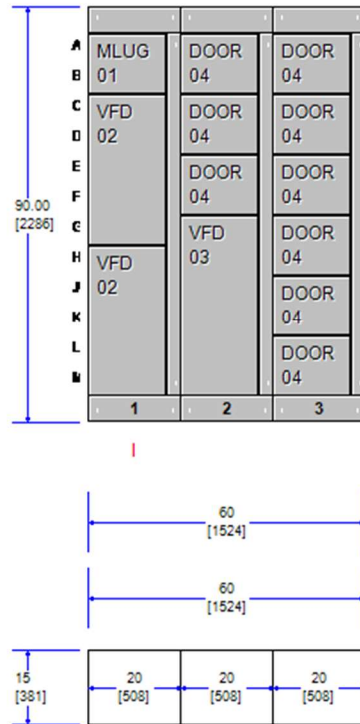
Centerline 2100 Motor Control Center

Front Elevation

Project Name: Madison Aquatic
Project Item: Madison Aquatic Center
Project ID #: 5262660/1

Salesperson: Mark Altendorf
Created By: Mark Altendorf
Date/Time: 05/24/21 - 14:24

Rockwell Automation/Allen-Bradley
PowerControl Builder Lineup



NOTE: Dimensions are subject to change after design review.

ENCLOSURE: NEMA Type 1 (General Purpose)

Estimated Heat Loss: 1733 watts

BTU/hr Required: 5912

Air Conditioning Tons: 0.49

Estimated Weight: 1500 lb (680 kg)

Heat loss values are for estimating purposes only.

Rockwell Automation

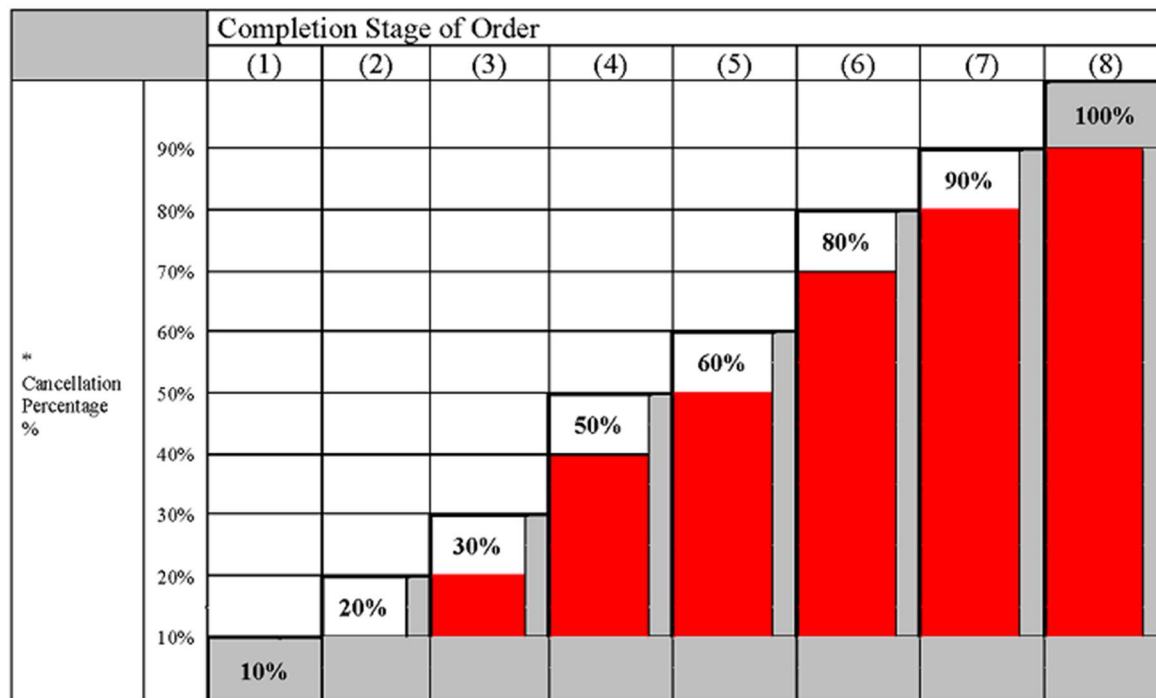
Centerline 2100 Motor Control Center

Cancellation Policy

Project Name: Madison Aquatic
 Project Item:
 Project ID #: 5262660/1

Salesperson: Mark Altendorf
 Created By: Mark Altendorf
 Date/Time: 05/24/21 - 14:24

Cancellation of MCC products from order entry to completion, the following graduated cancellation charges will be applicable to all orders considering cancellation.



* Percentage is based on Order Item's NET value.

COMPLETION STAGE	*Cancellation %	DESCRIPTION
(1) Order Entry	10%	* Order entered in system * Order paperwork generated * Schedule of order process
(2) Material Procurement (SC/PE)	20%	* Parts procurement * Third party purchase orders
(3) Drawing Generation / Approval Drawing Cycle	30%	* Generation of approval or manufacturing drawings
(4) Bill of Material Generation / Engineering Release	50%	* Engineering work begun or complete, B.O.M. released for production
(5) Fabrication of Sheet Metal / "20 Kit" / Material Procurement (Eng.)	60%	* Sheet metal released for fabrication or completed * Parts procurement (Eng. Orders) * Third-party purchase orders (Eng. Orders)
(6) Assembly of Units / Structures	80%	* Equipment assembly has begun
(7) Test and Inspection	90%	* Final factory test & inspection
(8) Complete Ready for Shipping	100%	* Completed test and inspection ready for shipping



Detail Bill of Material

Page 1 of 2

Project Name: 5/26 - Madison Aquatic Center
General Order No:

Negotiation No: B0NY0526X1K5
Alternate No: 0000

Item No.	Qty	Product	Description
	1	Panelboards	37 Circuits, 400A, Fully Rated, 480Y/277V 3Ph 4W, Aluminum Bus, 50kAIC, 400A, 3P Frame 3 Main Breaker[Top Fed], Surface Mounted

Catalog No P23D400BT40AH01
Designation MDP

Qty	List of Materials
1	400A, 3P Frame 3 Main Breaker
1	20A, 3P Frame 2 Branch Breaker
1	90A, 3P Frame 2 Branch Breaker
1	50A, 3P Frame 2 Branch Breaker
18	20A, 1P Frame 2 Branch Breaker
1	225A, 3P Frame 2 Branch Breaker
1	30A, 1P Frame 2 Branch Breaker
2	3P Frame 2 Branch Provision Only
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Circuit Directory - Metal Frame with Plastic Cover
1	Service Entrance Panel
1	Type 1 Enclosure: EZB2090R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2090S

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Aluminum Bus, 22kAIC, 200A, 3P Frame 2 Main Breaker[Top Fed], Surface Mounted

Catalog No P21A225BT42AH01
Designation PANEL L-1-1

Qty	List of Materials
1	200A, 3P Frame 2 Main Breaker
1	225A, Through-Feed Lugs
42	20A, 1P QBHW Branch Breaker
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Circuit Directory - Metal Frame with Plastic Cover
1	Type 1 Enclosure: EZB2060R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2060S

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Aluminum Bus, 22kAIC, 225A, Main Lugs Only[Top Fed], Surface Mounted

Catalog No P21A225LT42AH01
Designation PANEL L-1-2

Quoted by Jason Gjellstad E: jgjellstad@borderstates.com Direct: 605-336-5722



Detail Bill of Material

Page 2 of 2

Project Name: 5/26 - Madison Aquatic Center
General Order No:

Negotiation No: B0NY0526X1K5
Alternate No: 0000

Qty	List of Materials
1	225A, Main Lugs Only
2	20A, 1P QBHGFT Branch Breaker, GFCI - 5mA
15	1P Branch Provision Only
1	45A, 2P QBHW Branch Breaker
1	20A, 2P QBHW Branch Breaker
21	20A, 1P QBHW Branch Breaker
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Circuit Directory - Metal Frame with Plastic Cover
1	Type 1 Enclosure: EZB2042R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2042S

Total Quote Price

\$6,879.13

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Quoted by Jason Gjellstad E: jgjellstad@borderstates.com Direct:
605-336-5722

Tess Nelson

From: Gaylord F. Grieve <Gaylord.Grieve@cesco.com>
Sent: Thursday, May 27, 2021 8:55 AM
To: Tess Nelson
Subject: Quote & Bill of Material for Madison Aquatic Center
Attachments: Bill Of Material 5-27-21.DOCX; Quotation_job-219326_05-27-21.pdf

Tess

Please see the attached Quote & Bill of Material for Madison Aquatic Center

Attached Quote Excludes:

- 1) Any Equipment or Material not included in the attached Bill of Material
- 2) Startup & Testing on the MCC only
- 3) Arc Flash / Coordination Study
- 4) Primary Injection and Ground Fault Testing
- 5) Fuses for disconnects and starters

We acknowledge 0 Addendum

Note: "Pricing is firm through June 10th. Orders not release for shipment before May 28th will be subject to potential Eaton price increase".

Thank you

Gaylord Grieve

Distribution Equipment Quotations Specialist

Crescent Electric Sioux Falls, SD

gaylord.grieve@cesco.com

605-770-8878



Detail Bill of Material

Page 1 of 3

Project Name: 052721 Madison Aquatic Center Gear
General Order No:

Negotiation No: S0YF0526X1K4
Alternate No: 0000

Item No.	Qty	Product	Description
	1	EESS SAT	***See Approval Drawings for Comments and Clarifications*** Start-up Contact: Distributor RENEE KCLICK Estimated Start-up Date: A Coordination Study does not exist. Designation Start up Qty List of Materials 1 EESS Office: Minneapolis, MN, quote as of 5/25/2021 2:13:23 PM 1 Jobsite: , Madison, South Dakota 1 Drive Time: 4.37 Hours 1 1 Test Equipment Setup Locations 1 Freedom MCC

Item No.	Qty	Product	Description
	1	Motor Control Centers	60 Hz, Class 1B wiring, 480V 3-Phase Service, 42,000 Bracing, Short Circuit Rating, Top Incoming, NEMA 1 Gasketed 21" Front Mt Only enclosure, 600A Copper Main Horizontal Bus, No Neutral, Main Lugs. Used X-Space: 20, Blank X-Space: 16, Future X- Space: 0, MCC Lead Time Code: A. Designation MCC Qty List of Materials 1 #4-350 Kcmil 2/Ph Main Lugs (Screw) 1 DG1 VFD, Variable torque, 46 FLA, 480V, HMCP 2 DG1 VFD, Variable torque, 31 FLA, 480V, HMCP 3 Output Reactor (Included) 3 Terminal Block - Latching Pull-Apart, Std. 3 Wiremarkers at Each End 3 #16awg, MTW Control Wire 3 1 N.O. - 1 N.C. Aux Circ Bkr Sw. 3 Pilot Light-10250T - LED (On, Run, Fast, Forward) 3 3 Pos. Sel. Sw., 10250T (Hand-Off-Auto) 3 Blank Device Panel 3 SPD 50kA, 480, 3PH3W 8 12" Door 3 Labyrinth, Isolated/Insulated vertical bus barrier with shutters 3 42KA Bus Bracing 3 Fire Wall Barriers between each section 3 600A Vertical Bus (Tin-plated cu) 3 Vertical Copper Ground Bus 3 Bottom Vertical Bus Barrier 3 300A Horiz. Cu Gnd Bus, 1/4" x 1" Bar 3 Tin Plated horizontal bus 3 600A Copper Frnt Mtd 21" NEMA 1 Gasketed



Detail Bill of Material

Page 2 of 3

Project Name: 052721 Madison Aquatic Center Gear
General Order No:

Negotiation No: S0YF0526X1K4
Alternate No: 0000

Item No.	Qty	Product	Description
	1	Panelboards	37 Circuits, 400A, Fully Rated, 480Y/277V 3Ph 4W, Aluminum Bus, 50kAIC, 400A, 3P Frame 3 Main Breaker[Top Fed], Surface Mounted

Catalog No P23D400BT40AH01
Designation MDP 400A MCB 277/480 3P4W 42K

Qty	List of Materials
1	400A, 3P Frame 3 Main Breaker
1	90A, 3P Frame 2 Branch Breaker
1	50A, 3P Frame 2 Branch Breaker
1	20A, 3P Frame 2 Branch Breaker
18	20A, 1P Frame 2 Branch Breaker
1	3P Double Frame 2 Branch Space Only
1	225A, 3P Frame 2 Branch Breaker
1	30A, 1P Frame 2 Branch Breaker
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Service Entrance Panel
1	Type 1 Enclosure: EZB2090R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2090S

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Aluminum Bus, 22kAIC, 200A, 3P Frame 2 Main Breaker[Top Fed], Surface Mounted

Catalog No P21A225BT42AH01
Designation L-1-1 200A MCB 120/208 3P4W

Qty	List of Materials
1	200A, 3P Frame 2 Main Breaker
1	Optional F Frame Terminal, (1) #6-300 kcmil
1	225A, Through-Feed Lugs
42	20A, 1P QBHW Branch Breaker
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Type 1 Enclosure: EZB2060R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2060S

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Aluminum Bus, 22kAIC, 225A, Main Lugs Only[Top Fed], Surface Mounted

Catalog No P21A225LT42AH01
Designation L-1-2 200A MLO 120/208 3P4W

Qty	List of Materials
1	225A, Main Lugs Only
21	20A, 1P QBHW Branch Breaker
15	1P Branch Provision Only
1	45A, 2P QBHW Branch Breaker
1	20A, 2P QBHW Branch Breaker



Detail Bill of Material

Page 3 of 3

Project Name: 052721 Madison Aquatic Center Gear
General Order No:

Negotiation No: S0YF0526X1K4
Alternate No: 0000

Qty	List of Materials
2	20A, 1P QBHGFT Branch Breaker, GFCI - 5mA
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Type 1 Enclosure: EZB2042R
1	EZ Trim, Door in Door, Concealed Hardware: EZT2042S

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Expiration Date: 06/26/21

Quotation

TO:

CITYOF-MAD CITY OF MADISON
CITY OF MADISON
435 S HIGHLAND AVE
MADISON, SD 57042-2833

Project Info:

Project: Madison Aquatic Center Gear
Job #: 219326
Bid Date: 05/27/21
Bid Time: 02:00 PM CDT
Quoter:

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
------	----------	--------	-------------	--------------	------------	-----------

Crescent Electric and Subsidiaries reserve the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

SWITCH GEAR	1	EATON CO	1-lot Switch Gear	Unit	43,360.000/EA	43,360.00
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CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF QUOTATION

1) Buyer understands and agrees that all quotations and accepted orders by Crescent Electric Supply Company and Subsidiaries (Seller) are expressly conditioned upon these terms and conditions (Terms and Conditions of Quotation). Furthermore, your acceptance of this quotation indicates that you have also read, and agree, to the Crescent Electric Supply Company and Subsidiaries Terms and Conditions of Sale (Terms and Conditions of Sale) which are deemed automatically incorporated into any and all purchase orders.

2) Prices are firm for 10 days unless otherwise noted. As to all other terms, until signed and returned, the quotation is merely a quotation of sales prices. The quotation and tender will be deemed accepted only if signed and returned within ten days after receipt; otherwise, it shall have no effect.

3) Seller is not required to accept Buyer's orders. Any purchase order pursuant to Seller's quotation shall not

From:

CRESCENT SIOUX FALL, SD
MAIN 605-336-2040
3709 N 4TH AVE
SIOUX FALLS, SD 57104-0778
Printed By: GAYLORD F GRIEVE

Notes

Project: Madison Aquatic Center Gear

Expiration
06/26/21

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
------	----------	--------	-------------	-------	------------	-----------

result in a contract until it is accepted by Seller and acknowledged by it or its authorized representative.

4) This quotation is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify Buyer for the rights under any Purchase Order Agreement.

5) If the manufacturer requires a deposit or full payment to be made to them at the time of order placement or release, those same requirements will be passed on to the Buyer, which Buyer accepts.

6) The quotation does not include accessory equipment, stems, mounting bars, mounting hardware, spares or plaster frames or any fitting-up charges which cover the manufacture or operating cost of the necessary tools and fixtures required to fill the order unless such items are listed or published as standard components in the manufacturer's specifications.

7) The quotation is made for the listed types and quantities only and all descriptions, items, totals and quantities are listed for your convenience only. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in a Purchase Order by Buyer, and shall not be deemed to be incorporated by reference in any document or order by Buyer, unless a full copy is provided to Seller and such terms are approved and accepted in writing by Seller. Take-offs are not guaranteed. All items, including equals, are subject to approval by the Specifier.

8) Special orders may not be subject to return for credit. Return privileges, if available, on special order material will involve restocking charges.

9) Prices do not include taxes for sales, use, property, excise, freight or other tax charges, which are Buyer's responsibility.

10) If the quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that these terms and conditions, including the Terms and Conditions of Sale, shall prevail if they conflict in any way with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to this condition.

11) BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT www.cesco.com, where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Finance Manager of Seller directly at (815) 747-3145.

Revision: Approved February 7, 2014



Project: Madison Aquatic Center Gear

Expiration**06/26/21****Quotation**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price

From:

CRESCENT SIOUX FALL, SD
MAIN 605-336-2040
3709 N 4TH AVE
SIOUX FALLS, SD 57104-0778
Printed By: GAYLORD F GRIEVE

Total**43,360.00****Notes**

Tess Nelson

From: Bryan Konz <bryan.konz@graybar.com>
Sent: Thursday, May 27, 2021 8:14 AM
To: Tess Nelson
Cc: jerad.prather@graybar.com; Virginia Aguinaga
Subject: RE: Madison Aquatic Center Gear Bidder Package 5-20-21
Attachments: Madison Aquatic Center_Q-2550516-PD-002_BOM_Unpriced.pdf; Graybar Quotation_0238066599_MADISON AQUATIC CENTER_20210527080836.pdf

Tess,

Attached is the quote and Square D BoM for Madison Aquatic Center. Please see Clarifications and Exceptions at the top of the Square D BOM.

Thanks

Bryan J Konz | Quotations Specialist
Sioux Falls, SD | Office (605) 731-7973
www.graybar.com

From: Tess Nelson [<mailto:tess.nelson@cityofmadisonsd.com>]
Sent: Thursday, May 20, 2021 5:28 PM
To: blains@jhlaron.com; crswanson@borderstates.com; charla@jhlaron.com; cindy.mills@cesco.com; Gaylord Grieve <gaylord.grieve@cesco.com>; mnordquist@wescodist.com; Jerad Prather <Jerad.Prather@graybar.com>; jcochran@resco1.com; thiry@irby.com; Kevin Wulff, Border States <kwulff@border-states.com>; potto@resco1.com; Rhonda Millim <Rhonda.Millim@graybar.com>; rmoss@wesco.com; vanvlack@irby.com; Jay Krzyzaniak <Jay.Krzyzaniak@dsgsupply.com>; Brandon Andersen <brandon.andersen@dsgsupply.com>
Subject: Madison Aquatic Center Gear Bidder Package 5-20-21
Importance: High

Good evening,

Please see the attached bid and return it to us via email by May 27th @ 10:00 AM. Lead times are of great importance.

Thank you and please reach out with any questions.

Tess Nelson

Utility Services Coordinator | City of Madison

t: 605.256.7521 f: 605.256.7509 m: 605.480.3093

direct ext: 605.427.1926

e: tess.nelson@cityofmadisonsd.com

US Mail:	Visit Us, or send UPS/FedEx Parcels to:
116 W Center St	435 S Highland Ave
Madison, SD 57042	Madison, SD 57042

www.cityofmadisonsd.com



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



2810 N 1ST AVE
SIOUX FALLS SD 57104-0806
Phone: 605-731-7900
Fax: 605-338-7262

To: Area Contractors
SIOUX FALLS SD 57104
Attn: Area Contractors
Phone:
Fax:
Email:

Date: 05/27/2021
Proj Name: MADISON AQUATIC CENTER
GB Quote #: 0238066599
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 05/27/2021
Valid To: 06/26/2021
Contact: BRYAN KONZ
Email: bryan.konz@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	SQUARE D CO.	Q-2550516		\$40,860.00	1	\$40,860.00

Total in USD (Tax not included): \$40,860.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To:Area Contractors
SIOUX FALLS SD 57104
Attn:Area Contractors

Date:05/27/2021
Proj Name:MADISON AQUATIC CENTER
GB Quote #:0238066599

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

17. CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

Prepared By:

Bryan Konz
2810 N. 1st Ave
Sioux Falls, SD 57104
bryan.konz@graybar.com
D:605-731-7973

Proposal Name: Madison Aquatic Center

☐ **Quote Name:** Madison Aquatic Center

Proposal Number: P-210524-2343816

☐ **Quote Number:** Q-2550516

Through Addenda Number: 0

Sales Representative: Richard Wold

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Clarifications and Exceptions

- 1) In Panel L-1-1 quoted 50/2 instead of 45/2 as Square D does not offer the 45/2 at the listed AIC.

Seq	ty	Product Description
1	1	Designation : MDP Product Details: 1 - I-Line MB Panel (INTERIOR)-I-Line Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 42kA Fully Rated Suitable For Use As Service Entrance UL Single Main: 400AS/400AT/3P L Circuit Breaker 80% Rated Main Trip Function: LSI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (2) 2/0 - 500 kcmil AL Ground Bar Bus: 600A Rated Aluminum: Tin Plated 72" of Mounting Inches Type 3R/5/12Box: 86H x 42W x 12.95D Incoming: Bottom Trim w/ Box Box Cat No: HC4286WP Ref. Drawing PBA412 Type: HCP Feeders: 18 - 20A/1P B 1 - 20A/3P B 1 - 30A/3P B 1 - 50A/3P B 1 - 90A/3P B 2 - 100A/3P B Prepared Space 1 - 225A/3P Optional Features: Standard Panel (Box Ahead),Standard Solid Neutral,Standard Ground Bar,Standard Mains and Feeders Mechanically Restrained Branch User Placement 1 - HC4286WP-I-LINE PANEL BOX/ENCL TYPE 3R/12 86H 42W

Estimated days to ship, excluding transit: 15 working days after customer release to manufacturer. See Conditions of Sale.

Seq	ty	Product Description
2	1	Designation : Panel L-1-1 Product Details: 1 - NQ MB Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Single Main: 200A/3P QD Circuit Breaker Main Acc: Feed Thru Lugs Incoming Conductors: 1 - 4 - 300 kcmil AL Ground Bar Bus: 225A Rated Aluminum: Tin Plated 42 Circuit Interior Type 3R/5/12Box: 50H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH50WP Ref. Drawing: PBA711 Feeders: 42 - 20A/1P QOB-VH Optional Features: Standard Panel (Box Ahead),Standard Solid Neutral,Standard Ground Bar 1 - MH50WP-PANELBOARD ENCLOSURE

Estimated days to ship, excluding transit: 14 working days after customer release to manufacturer. See Conditions of Sale.

Seq	ty	Product Description
3	1	Designation : Panel L-1-2 Product Details: 1 - NQ ML Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Main Lug Only: 225A Incoming Conductors: 1 - 6 - 350 kcmil

Date:

AL Ground Bar
Bus: 225A Rated Aluminum: Tin Plated
42 Circuit Interior
Type 3R/5/12Box: 38H x 20W x 6.5D
Incoming: Bottom Trim w/ Box
Box Cat No: MH38WP
Ref. Drawing: PBA711
Feeders:
1 - 50A/2P QOB-VH
21 - 20A/1P QOB-VH
15 - 20A/1P QOB-VH Prepared Space
2 - 20A/1P QOB-VH-GFI
1 - 20A/2P QOB-VH
Optional Features:
Standard Panel (Box Ahead), Standard Solid
Neutral, Standard Ground Bar
1 - MH38WP-PNL ENCL/BOX TYPE 3R,5, 12-38H 20W

Estimated days to ship, excluding transit: 14 working days after customer release to manufacturer. See Conditions of Sale.

Seq	ty	Product Description
4	1	Designation : MCC Product Details: 1 - Model 6 LVMCC-Model 6 MCC - Standard Package ----- RapidSource (CTO) ----- POWER SYSTEM DATA: System Voltage: 480V 3PH 3W 60Hz Max Available Fault Current (RMS): 42kA Control Power: 120Vac BUS SYSTEM DATA: Power Bus: 600A Tin Plated Copper Vertical Bus: 300A Tin Plated Copper Bus Bracing: 42kA Horizontal Ground Bus: 300A Tin Plated Copper ENCLOSURE DATA: Enclosure Type: 20" Deep General Purpose Type 1 Exterior Color: ANSI 49 STRUCTURE FEATURES: Equipment Mounting Height: 72" Rodent Barriers COMMON DEVICE FEATURES: Class 1 Type B Wiring Manual Vertical Bus Shutters Drawing Format: PDF - Single Multi Page File PRODUCT ACCESSORIES: See Common Device Features SPECIAL PRICING SECTION COUNT DATA: 3 - Total Section(s) in Lineup 3 - Section(s) with 300A Tin Plated Copper Vertical Bus DIMENSIONS AND WEIGHT ----- Dimensions: 60.00"W X 20"D X 94.5"H Approximate Weight: 2250.00 lbs / 1020.60 kgs INCOMING ----- Incoming Connection: Cable

MAIN

Main Lugs Top Entry 600A
Aluminum Mechanical Lugs: (2) 3/0 - 500 kcmil
Wires/Phase
Device Height - 6 in

ADJUSTABLE SPEED DRIVES

1 - Please contact plant for delivery
schedule. Published delivery schedule
may not apply.
Altivar 630 Process AC Drive 30 HP
w/Circuit Breaker
Rated for Heavy Duty (Overcurrent 150%
(60 sec))
CAT#ATV630D30
Device Height - 36 in
2 - Altivar 630 Process AC Drive 20 HP
w/Circuit Breaker
Rated for Heavy Duty (Overcurrent 150%
(60 sec))
CAT#ATV630D18
Device Height - 30 in

COMMON ADJUSTABLE SPEED DRIVE FEATURES

System Impedance (3%)
300VA Control Power Transformer
#16 AWG MTW Control Wire
ASD 30mm Type K Pilot Devices
Hand-Off-Auto SW with Manual Speed
Potentiometer
Motor On LED Pilot Light: Red Push-to-Test

MISCELLANEOUS DEVICES

1 - 12" Configured Space
2 - 30" Prepared Space
1 - 36" Configured Space
1 - 6" Configured Space

Estimated days to ship, excluding transit: 60 working days after customer release to manufacturer. See Conditions of Sale.

Tess Nelson

From: Gary Lien <garyli@jhlarson.com>
Sent: Wednesday, May 26, 2021 4:56 PM
To: Tess Nelson
Cc: blains@jhlarson.com
Subject: RE: Madison Aquatic Center Gear Bidder Package 5-20-21
Attachments: Madison Aquatic Center.pdf

Please see attached quote per your request.

Lead Times are 80 working days for the MCC and 20 working days for the panels plus allow 4-10 days in transit. These are only approximate lead times.

Let me know if you have any questions.

Thank you,

Gary Lien, Quotations

J.H. Larson Sioux Falls

1201 W 51st St Sioux Falls, SD 57105
P: (605) 339-1990 | D: (605) 496-9557 | F: (605) 339-3189
www.jhlarson.com

From: Blaine Smith <blains@jhlarson.com>
Sent: Thursday, May 20, 2021 6:45 PM
To: Gary Lien <garyli@jhlarson.com>
Subject: Fwd: Madison Aquatic Center Gear Bidder Package 5-20-21

From: Tess Nelson <tess.nelson@cityofmadisonsd.com>
Sent: Thursday, May 20, 2021 5:28:20 PM
To: Blaine Smith <blains@jhlarson.com>; crswanson@borderstates.com <crswanson@borderstates.com>; Charles Larson <charla@jhlarson.com>; cindy.mills@cesco.com <cindy.mills@cesco.com>; Gaylord Grieve <gaylord.grieve@cesco.com>; mnordquist@wescodist.com <mnordquist@wescodist.com>; jerad.prather@graybar.com <jerad.prather@graybar.com>; jcochran@resco1.com <jcochran@resco1.com>; thiry@irby.com <thiry@irby.com>; Kevin Wulff, Border States <kwulff@border-states.com>; potto@resco1.com <potto@resco1.com>; rhonda.millim@graybar.com <rhonda.millim@graybar.com>; rmoss@wesco.com <rmoss@wesco.com>; vanvlack@irby.com <vanvlack@irby.com>; Jay Krzyzaniak <Jay.Krzyzaniak@dsgsupply.com>; Brandon Andersen <brandon.andersen@dsgsupply.com>
Subject: Madison Aquatic Center Gear Bidder Package 5-20-21

Good evening,

Please see the attached bid and return it to us via email by May 27th @ 10:00 AM. Lead times are of great importance.

Thank you and please reach out with any questions.

Tess Nelson

Utility Services Coordinator | City of Madison

t: 605.256.7521 f: 605.256.7509 m: 605.480.3093

direct ext: 605.427.1926

e: tess.nelson@cityofmadisonsd.com

US Mail:
116 W Center St
Madison, SD 57042

Visit Us, or send UPS/FedEx Parcels to:
435 S Highland Ave
Madison, SD 57042

www.cityofmadisonsd.com



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Blaine Smith, Outside Sales

J.H. Larson Sioux Falls

1201 W 51st St Sioux Falls, SD 57105

P: (605) 339-1990 | C: (605) 305-2295 | F: (605) 339-3189

www.jhlarson.com



Bill of Materials

Proposal: UM8-00007920

Name: Madison Aquatic Center

Date: 5/26/2021

Item	Qty	Description
1	1	Motor Control Center, Low Voltage MCC 5 Section(s), NEMA 1 with Gasketing Not Suitable for Service Entrance 600 Amps, 3 Phase 3 Wire, 480 V ac, 60 Hz Minimum Interrupt Rating: 42kA Fully Rated; Bus Bracing Rating: 65 kA Incoming Feed: Top Incoming Left Feeding Right Front Only Mounting NEMA Wiring Classification I-BT "Class 1-BT (Independent units with NO interconnecting wires, load wiring to Terminal Board (Size 1&2))" UL 845 Certified for US and Canada, NEMA ICS 18, NEC Seismic Certified to IBC-2018/CBC-2019 Enclosure Paint: ANSI-61 (Light Gray) tested to minimum withstand of 600 hours humidity and salt spray test. Customer will NOT provide Specifications or Drawings to the Factory. Dimensions and Weight (Estimated) Section 1 "AA": Height=90 in; Width=20 in; Depth=20 in Section 2 "AB": Height=90 in; Width=20 in; Depth=20 in Section 3 "AC": Height=90 in; Width=20 in; Depth=20 in Section 4 "AD": Height=90 in; Width=20 in; Depth=20 in Section 5 "AE": Height=90 in; Width=20 in; Depth=20 in Lineup Total: Height=90 in; Width=100 in; Depth=20 in List of Materials 5 NEMA 1 With Gasketing Enclosure 20W 5 Fully Rated COPPER Standard Tin plated Bus 600A 20 Wide 5 Ground COPPER Standard Tin plated Bus 300A 20 Wide 1 Vertical COPPER Standard Tin plated Bus 600A 72 High 4 Vertical COPPER Standard Tin plated Bus 300A 72 High Options 2 Rodent Barrier 1 Seismic Rating 1 Certified Test Reports 5 Double-Bolted Main Bus 4 Equipment Mounted Elementary Wiring Diagram

Item	Qty	Description
	3	Standard Catalog Renewal Parts Book
	20	Engraved Nameplates Black with White Text
	20	Internal Device Identification Labels
	5	NEMA Wiring Classification: I-BT "Class 1-BT (Independent units with NO Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))"
	3	Control Wire Type: MTW VW1 (Standard)
	3	Control Wire Markers: None (Standard)
	3	Control Wire Terminal: Stripped Wire (Standard)
	3	Control Terminal Board: Hi Density Standard
	3	Power Wire Type: MTW VW1 (Standard)
	3	Power Wire Markers: None (Standard)
	3	Power Wire Terminal: Stripped Wire (Standard)
	3	Power Wire Terminal Board: Standard
	1	600A Main Lug Only
	6	#2 AWG - 600 MCM Mechanical (1-Hole) ALUMINUM Line Lugs (2) Cables Per Phase
		Variable Frequency Drive
	1	ACS580 Variable Frequency Drive, Standard Duty 30 hp; 22.38 kW
	1	Circuit Breaker, 100 A Trip, 3 Pole, Thermal Magnetic, XT2H125 Stationary Stab Thermal Magnetic Adjustable Trip Unit
	1	Auxiliary Switch - 1Q + 1SY 250 V ac
	1	Relay Surge Suppressor EtherNet/IP Fieldbus Adapter
	1	Line Reactor 3%
	1	Control Power Type: Control Power Transformer - 150VA Aux Contacts Used Contacts: (0) Normally Open Contact (0) Normally Closed Contact
	1	Pilot Devices Lights : Run (Green), Standard, LED Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
		Custom Relays
	1	Control Relay: NF40E 120V Auxiliary Control with 2NO 2NC
		Variable Frequency Drive
	2	ACS580 Variable Frequency Drive, Standard Duty 20 hp; 14.92 kW
	2	Circuit Breaker, 60 A Trip, 3 Pole, Thermal Magnetic, XT2H125 Stationary Stab Thermal Magnetic Fixed Trip Unit
	2	Auxiliary Switch - 1Q + 1SY 250 V ac
	2	Relay Surge Suppressor EtherNet/IP Fieldbus Adapter
	2	Line Reactor 3%
	2	Control Power Type: Control Power Transformer - 150VA Aux Contacts

Item	Qty	Description
		Used Contacts: (0) Normally Open Contact (0) Normally Closed Contact
	2	Pilot Devices
		Lights : Run (Green), Standard, LED
		Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
		Custom Relays
	2	Control Relay: NF40E 120V Auxiliary Control with 2NO 2NC
		Space Unit
	2	Customer Available Spaces Height=42 in
	10	Customer Available Spaces Height=12 in
	4	Customer Available Spaces Height=6 in
2	1	1-DAY ABB Services, BUDGETARY DAY RATE
3	1	Power Panelboard, ReliaGear neXT MDP
		1 Section(s), NEMA 12 Cabinets
		Suitable for Use as Service Entrance
		600 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz
		Minimum Interrupt Rating: 42kA Fully Rated
		Incoming Feed: Bottom
		Surface Mounted
		UL67 Certified
		Height: 84 Inches; Width: 40 Inches; Depth: 14.8 Inches
	1	600 Amps Main Breaker XT5H600
	1	Ekip Dip LSI
		Horiz. XT5 (2) 500 mcm, No Feed Through Lugs
		Main Option Details
	1	Tin Plated Aluminum Bus Heat Rated
	1	100% Rated Neutral
	1	NEMA 12 Cabinets
		Feeders
	6	Breaker Device 20 Amps 1 Poles TEYL
	6	(1) 14-10 AWG
	6	Breaker Device 20 Amps 1 Poles TEYL
	6	(1) 14-10 AWG
	6	Breaker Device 20 Amps 1 Poles TEYL
	6	(1) 14-10 AWG
	1	Breaker Device 20 Amps 3 Poles XT1H125
	1	TMF
	1	Breaker Device 50 Amps 3 Poles XT1H125
	1	TMF
	1	Breaker Device 90 Amps 3 Poles XT1H125
	1	TMF
	2	Breaker Device 100 Amps 3 Poles XT1H125
	2	TMF

Item	Qty	Description
	1	Breaker Device 225 Amps 3 Poles XT4H250
	1	TMF
	1	(1) 4 AWG-300 MCM
	1	Breaker Device 30 Amps 1 Poles TEYL
	1	(1) 10-4 AWG
	1	Ground: GDBG47AL
	1	Bus: IN3206NN3H3
	2	Neutral: NL12I0NSTNDAL
	1	Enclosure: ER8440D
	1	Frame: IF3240F
	1	Front 1 of 2: FT40S00135
	1	Front 2 of 2: FT40S00225
	1	Gutter: GC40F32NNA
	1	TVSS: SP277Y08X402
	1	Spacer: SR01BB
	1	Spacer: SR02BF
	2	Spacer: SR03BB
	2	Spacer: SR03BF
	1	Spacer: SR1XBF
	2	Spacer: SR2XBF
	1	PPXT FA INT
	1	PPXT FA BOX
4	1	Lighting Panelboard, ReliaGear RQ
		L-1-1
		1 Section(s), Nema 1 Enclosure
		225 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz
		Minimum Interrupt Rating: 22kA Fully Rated
		Incoming Feed: Bottom
		Surface Mounted
		42 Circuits
		UL67 Certified
		Height: 49.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	200 Amps Main Breaker A2N225
		1-lug/phase 1-cable/lug #1 -250 kcmil
		Main Option Details
	1	Feed Thru Lugs
	1	Aluminum Bus Heat Rated
	4	Ground-Box bonded TGL2
	2	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 1 Enclosure
		Feeders
	42	Breaker Device 20 Amps 1 Poles THHQB
		Modifications
	1	Front Hinged To Box
	1	Interior: AQF3422CBX AXT1

Item	Qty	Description
	1	Box: AB49B
	1	Front: AF49SD
5	1	Lighting Panelboard, ReliaGear RQ L-1-2
		1 Section(s), Nema 1 Enclosure
		225 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz
		Minimum Interrupt Rating: 22kA Fully Rated
		Incoming Feed: Bottom
		Surface Mounted
		42 Circuits
		UL67 Certified
		Height: 43.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	225 Amps Main Lugs
		1-lug/phase 1-cable/lug #6 -350 kcmil
		Main Option Details
	1	Aluminum Bus Heat Rated
	4	Ground-Box bonded TGL2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 1 Enclosure
		Feeders
	2	Breaker Device 20 Amps 1 Poles THHQB-GFT
	21	Breaker Device 20 Amps 1 Poles THHQB
	1	Breaker Device 20 Amps 2 Poles THHQB
	1	Breaker Device 45 Amps 2 Poles THHQB
	15	Breaker Space Device 20 Amps 1 Poles THHQB
		Modifications
	1	Front Hinged To Box
	1	Interior: AQF3422MB
	1	Box: AB43B
	1	Front: AF43SD

Total Price: \$ 50,753.00

MCC Notes: -Providing 800A MLO MCC based on MCC Schedule Provided and Only Specification Section 262419 -Providing 800A MLO, NEMA 1G, I-BT Wiring, with QTY(2) 20 HP VFD's and QTY(1) 30 HP VFD. Including QTY(2) 42 inch spaces to add future VFDs. Section 262419 1.1A Didn't recieved Division 01 1.4B Shop Drawings provided after release of equipment. 1.6: No spares provided as we do not have fusing in VFD's. 1.9: Providing standard 18/12 Warranty. For additional year see adders. 2.3: MCC is 480V 3P3W, 42kaic, I-BT, MLO. 2.3a: Standard, LED Type Lights. H-O-A Switch provided and Green LED Light for Run. 2.5F: Providing 150VA CPT's 2.5G: Class I BT Wiring provided 2.5H: Providing Copper Tin Bussing for both main and ground. Please note that this is not insulated main bus. 2.6B: Providing 1 NO and 1NC Aux Contact for breaker 2.6: We are offering ACS580 ABB VFD and is our only offering. 2.6J: Not providing Motor overtemperature fault as there is no controls for VFD external. Please verify if VFD's need control output. 2.6F: Providing Ethernet Port Communication for VFD's. Not providing Wiring for entire lineup for Ethernet Communication just a port for Ethernet Communication with VFD's. 2.7: Providing HOA, Run Green Light, and 1 set of 2 NO and 2 NC for each VFD 2.8: Providing standard certified test reports Not providing testing, training, commissioning, and start up. Please see adders for start up and training.

Tess Nelson

From: John Waltz <jwaltz@malloyelectric.com>
Sent: Wednesday, May 26, 2021 4:12 PM
To: Tess Nelson
Subject: RE: Madison Aquatic Center Gear Bidder Package 5-20-21
Attachments: Madison Aquatic Center Quote.pdf

Tess –

Attached is Malloy's quote, please let me know if you have any questions.

Thanks!

John Waltz

Panel Designer
Malloy Electric
Phone: 605-336-3693 Ext: 1103
Fax: 605-336-1545
jwaltz@malloyelectric.com



From: Tess Nelson <tess.nelson@cityofmadisonsd.com>
Sent: Thursday, May 20, 2021 5:28 PM
Subject: Madison Aquatic Center Gear Bidder Package 5-20-21
Importance: High

Good evening,

Please see the attached bid and return it to us via email by May 27th @ 10:00 AM. Lead times are of great importance.

Thank you and please reach out with any questions.

Tess Nelson

Utility Services Coordinator | City of Madison

t: 605.256.7521 f: 605.256.7509 m: 605.480.3093

direct ext: 605.427.1926

e: tess.nelson@cityofmadisonsd.com

US Mail: 116 W Center St
Visit Us, or send UPS/FedEx Parcels to: 435 S Highland Ave

www.cityofmadisonsd.com



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809 W Russell
Sioux Falls, SD 57104
605-336-3693 P / 605-336-1545 F
www.malloyelectric.com

Plant	1
Quote #	6058530
Date	5/26/2021
Project	Panel with 1-30HP & 2-20HP VFD

Aquatic Center

Madison, SD

Panel Shop Quote

Qty	Part # or Brand	Description	Unit Price	Extended Price
1		Enclosure, NEMA12, 90x48x20 Main disconnect, fusible, 200A with cover mounted handle Fuses, Class HSJ, 200A (1) - ACS580 480 VAC 30 HP VT VFD, Open, Frame size - R3 (2) - ACS580 480 VAC 20 HP VT VFD, Open, Frame size - R3 (2) - ACS580 480 VAC 20 HP VT VFD, Open, Frame size - R3 - Space only for future (3) - Door Mounting Keypad Kit (3) - Ethernet card (2) - Filter Fans 152CFM 120V CPT, 0.5kVA, 480x240/120V (3) - HOA (3) - Potentiometer 5K 1 TURN 2W 600V AC/DC 10A 30mm (3) - Pilot Light Green 120V, RUN (6) - Relay Labor to assemble, wire and test Labor for design and drawings UL508 Label	\$14,397.00	\$14,397.00
1	MDP	480/277V 400 amp main breaker wall mount panelboard		
1	PANEL L-1-1	120/208V 200 amp main breaker wall mount panelboard		
1	PANEL L-1-2	120/208V 225 amp main lug wall mount panelboard		
		Lot total for above		\$8,310.00
		Approxiamately 5-6 weeks lead time		
		Please review separate bill of material and drawings. Advise if any changes are required.		

Incoming freight on parts is not included in quoted price.
Tax, Shipping and Freight not included in quoted price.

Freight Terms	Prepaid and Add
FOB	Sioux Falls, SD
Quotation expires	Subject to Factory Change
Thank You	Bob Jacobson

Sub Total	\$22,707.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$22,707.00

Terms	Net 30 days
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ID CONDITIONS OF SALE

TERMINOLOGY:

The party to whom this is submitted will hereinafter be called the "Purchaser" and Malloy Electric and Bearing Supply will be called the "Company". The word "parties" means the Purchaser and the Company.

GENERAL CONDITIONS:

- (a) The Company reserves the right to accept or reject any proposal tendered by the Purchaser.
- (b) All proposals accepted by the Company shall be subject to all the terms and conditions stated on the face and back of this proposal form.
- (c) This proposal, when accepted by an officer of the Company, shall constitute the complete agreement between the parties hereto and it is expressly agreed and stipulated that there are no promises, representations, provisions, or understandings of any nature whatsoever pertaining to the subject matter hereof not expressly stated herein.
- (d) No modification of this proposal and no modification of any ensuing agreement shall be of any force and effect unless the same shall be in writing, signed by the duly authorized representative of the Purchaser, and thereafter accepted by an officer of the Company.
- (e) All provisions of the contract ensuing from this proposal shall be subject to all present and future restrictions and regulations of the United States or any State Government or any subdivision or agency thereof, whether imposed by legal or administrative authority or by voluntary cooperation with any agency, public or private.
- (f) The Company shall be excused from all responsibility or liability for nonperformance or delayed performance caused by any labor difficulty, fire, flood, accident, transportation difficulty, material or fuel or power shortage, war, governmental action, or any contingency of whatsoever nature beyond its control.
- (g) The Company reserves the right to substitute materials when made necessary or advisable, in the sole discretion of the Company, by governmental action or other causes beyond its control.
- (h) The provisions of the agreement ensuing from this proposal shall be interpreted and enforced in accordance with the laws of the State of South Dakota.
- (i) The provisions of the agreement ensuing from this proposal shall be binding upon the heirs, administrators, executors, legal representatives, successors or assigns to the parties hereto.
- (j) If installation is included in this quotation and contract, and the installation superintendent finds that the building is not ready for installation, it shall be the obligation of the purchaser to assume all costs occasioned by failure to supply proper information.
- (k) Purchaser agrees that should the Company employ an attorney for the collection of the contract amount (or any part thereof) the Purchaser will pay reasonable attorneys' fees, court costs, and filing fees.
- (l) It is further agreed that the F.O.B. point or place of payment (or partial payment) shall not in any way change the place of performance or venue of this contract as set forth in the above paragraph.
- (m) The Purchaser agrees that any claim or suit brought against the Company for warranty or misapplication must be filed in writing with the Company within one year from date of order and/or shipment of equipment. Venue for any suit filed for said claim shall be in Minnehaha County, South Dakota.
- (n) All electric motor warranties are based on E.A.S.A. warranty policies.

PRICES:

Unless otherwise specifically stated on the face of this proposal, all prices are subject to the following:

- (a) F.O.B. shipping point.
- (b) Price does not include any transportation, handling, unloading at building, installation and erection costs, all of which must be paid by the Purchaser.
- (c) Price does not include any applicable taxes of any kind, all which must be paid by Purchaser.
- (d) All prices are subject to revision to conform to the Company's price in effect at time of shipment.
- (e) If prices are quoted on delivered basis when installed by others, it is understood delivery is to be made to nearest freight station or railhead, and does not include any unloading costs, which must be paid by the Purchaser.

SHIPPING CONDITIONS:

Unless otherwise specifically stated on the face hereof, all deliveries and shipments are subject to the following conditions:

- (a) F.O.B. shipping point, with no transportation or other allowances.
- (b) Partial shipments may be made at the Company's sole discretion. Payment for such partial shipment shall be made in the proportion of the contract price that the partial shipment bears to the whole, in accordance with the terms of payment set forth on the face hereof.
- (c) Shipping dates are approximate. It shall be the responsibility of the Purchaser to supply the final shipping date as governed by actual building conditions. If shipment is made and the building is not ready to receive the shipment, Purchaser must arrange storage in a dry place and assume responsibility for same.

CLAIMS:

The Company's responsibility for loss, damage, delay, or non delivery ceases upon delivery of material or equipment to a public carrier, and any such claim must be filed against the carrier by the consignee or Purchaser. Claims for shortages, errors in packing, or overcharges must be made to the Company within twenty days after receipt of the shipment or such claim shall be deemed to have been waived.

CANCELLATIONS OR POSTPONEMENTS:

- (a) No contract ensuing from this proposal is subject to cancellation or postponement by the Purchaser except upon written consent of an authorized Home Office representative of the Company.
- (b) Any such duty authorized cancellation or postponement shall be subject to a charge to reimburse the Company for all costs incurred in connection therewith.
- (c) The Company reserves the right to refuse shipment during any period when, in its sole judgment, Purchaser's credit is unsatisfactory.

SIZES AND WEIGHTS:

Measurements, dimensions and weights are subject to variations and are not guaranteed by the Company.

GUARANTY AND LIMITATION OF LIABILITY:

The Company warrants the equipment or material listed on the face hereof to be free from defects in material or workmanship under normal use and service, it's obligation under this warranty being limited to the repair or replacement, f.o.b. its shop, of any part or parts of its own manufacture shall, within 90 days after date of shipment of such equipment to the Purchaser, be returned to it with transportation charges prepaid and which Company's examination shall disclose to Company's sole satisfaction to have been defective in material or workmanship; provided further that the Purchaser shall have given the Company written notice of such alleged defects promptly, and further provided that the said material or equipment shall have been maintained in its original installation or shall have been in the continuous possession of the original user. This warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations and liabilities on Company's part. The Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its material or equipment. This warranty shall not apply to any material or equipment which shall have been repaired or used outside of Company's shop in any way so as in the Company's sole judgment to affect its workability or reliability, nor which has been subjected to misuse, negligence or accident of any description. Company makes no warranties whatsoever in regard to merchandise, equipment, parts, or accessories not of the Company's own manufacture, the Company's liability in such cases being limited to such adjustment, if any, as the manufacturer thereof may grant, and Purchaser waives any warranties implied by law on such items as to the Company. The Company shall not be liable for damages or delays, if such occur, on account of defective material or workmanship or delays in shipments, nor will any allowance be granted for any repairs, alterations, work done or expense insured in connection with any repairs, alterations, or replacements, except on specific written authority from its Home Office at Sioux Falls, South Dakota, therefore. The company shall in no way be liable or responsible for injuries or damages to persons or property arising out of the use or operation of the materials or equipment within described, including component parts thereof, and Purchaser hereby agrees to indemnify and save harmless the Company from all such liability and responsibility. The Company reserves the right to make any changes in design, additions to and improvements in its product without

imposing any obligation upon itself to install them on its product previously manufactured. No equipment will be warranted by the Company if installed or stored outdoors, unless the factory nameplate of such equipment shall designate it to be for “outdoor” use.



Bill of Material(s)

Item No.	Quantity	Description
2	1	Power Panelboard, ReliaGear neXT Marks: MDP 1 Section(s), Nema 1 Enclosure Suitable for Use as Service Entrance 400 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 42kA Fully Rated Incoming Feed: Bottom Surface Mounted UL67 Certified Height: 84 Inches; Width: 40 Inches; Depth: 11 Inches 1 400 Amps Main Breaker XT5H400 1 TMA Horiz. XT5 (2) 500 mcm, No Feed Through Lugs Main Option Details 1 Aluminum Bus Heat Rated 1 100% Rated Neutral 1 NEMA 1 Enclosure Feeders 19 Breaker Device 20 Amps 3 Poles XT1H125 19 TMF 1 Breaker Device 30 Amps 1 Poles TEYL 1 (1) 10-4 AWG 1 Breaker Device 50 Amps 3 Poles XT1H125 1 TMF 1 Breaker Device 90 Amps 3 Poles XT1H125 1 TMF 1 Breaker Device 225 Amps 3 Poles XT4H250 1 TMF 1 (1) 4 AWG-300 MCM 2 Breaker Space Device 100 Amps 3 Poles XT1H125 2 TMF 1 Ground: GDBG47AL 1 Bus: IN3204NN3H1 1 Neutral: NL04I0NSTNDAL 1 Enclosure: ER8440A 1 Frame: IF3240F 1 Front 1 of 2: FT40S00135 1 Front 2 of 2: FT40S00225



Bill of Material(s)

Item No.	Quantity	Description
		1 Gutter: GC40F32NNA
		1 Spacer: SR01BB
		1 Spacer: SR03BF
		1 Spacer: SR1XBF
		1 Spacer: SR2XBF
		4 Spacer: SR5XBF
		2 Spacer: SRT1BB
		1 PPXT FA INT
		1 PPXT FA BOX
3	1	Lighting Panelboard, ReliaGear RQ Marks: PANEL L-1-1 1 Section(s), Nema 1 Enclosure 225 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz Minimum Interrupt Rating: 22kA Fully Rated Incoming Feed: Top Surface Mounted 42 Circuits UL67 Certified Height: 49.5 Inches; Width: 20 Inches; Depth: 5.75 Inches 1 200 Amps Main Breaker A2N225 1-lug/phase 1-cable/lug #1 -250 kcmil Main Option Details 1 Feed Thru Lugs 1 Aluminum Bus Heat Rated 4 Ground-Box bonded TGL2 2 Ground main lug TGL20 1 100% Rated Neutral 1 NEMA 1 Enclosure Feeders 42 Breaker Device 20 Amps 1 Poles THHQB 1 Interior: AQF3422CTX AXT1 1 Box: AB49B 1 Front: AF49S
4	1	Lighting Panelboard, ReliaGear RQ Marks: PANEL 1-1-2



Bill of Material(s)

Item No.	Quantity	Description
		1 Section(s), Nema 1 Enclosure 225 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz Minimum Interrupt Rating: 22kA Fully Rated Incoming Feed: Top Surface Mounted 42 Circuits UL67 Certified Height: 43.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
1		225 Amps Main Lugs 1-lug/phase 1-cable/lug #6 -350 kcmil
		Main Option Details
1		Aluminum Bus Heat Rated
4		Ground-Box bonded TGL2
1		Ground main lug TGL20
1		100% Rated Neutral
1		NEMA 1 Enclosure
		Feeders
21		Breaker Device 20 Amps 1 Poles THHQB
2		Breaker Device 20 Amps 1 Poles THHQB-GFT
1		Breaker Device 20 Amps 2 Poles THHQB
1		Breaker Device 45 Amps 2 Poles THHQB
15		Breaker Space Device 20 Amps 1 Poles THHQB
1		Interior: AQF3422MT
1		Box: AB43B
1		Front: AF43S

PANEL MARKS:

MDP

TECHNICAL SPECIFICATIONS

PANEL TYPE: neXT Factory Assembled Interior
QUANTITY: 1
AMPS: 400A
VOLTAGE: 480Y/277V
SYSTEM: 3P4W
KAIC: 42 KAIC SC FULLY RATED
MATERIAL: ALUMINUM BUS
PLATE: SILVER PLATE
ENCLOSURE: NEMA 1 ENCLOSURE
MOUNTING: SURFACE
SECTION: 1
MAIN DISCONNECT DEVICE

FEED DIR. Bottom
TYPE: Breaker
AMPS: 400
CATALOG NO.: XT5HU340ABYN000LXX
POLES: 3
LUGS: Horiz. XT5 (2) 500 mcm, No Feed Through Lugs
ACCESSORIES: TMA

INTERIOR X-VALUES

TOTAL X BUS AVAILABLE X BUS
32 32

OPTIONS INCLUDED

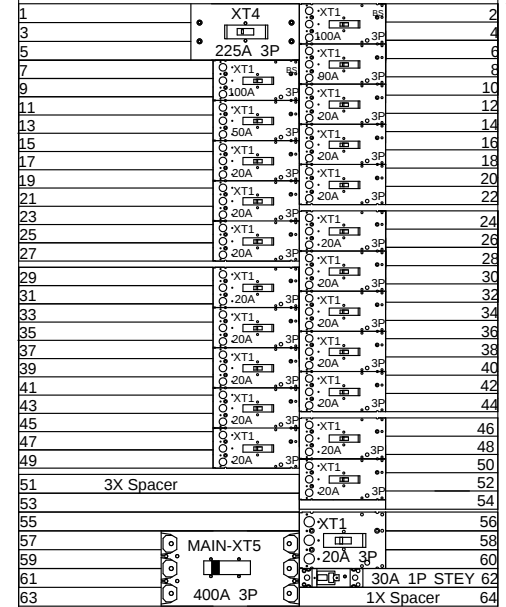
QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
1	47 Ckt bonded grd

BRANCH DEVICES

QTY	AMPS/POLES	DESCRIPTION
19	20A /3P	XT1HU3020AYD000XXX
19		TMF
1	30A /1P	TEYALEF0ABXXXXXX
1		(1) 10-4 AWG
1	50A /3P	XT1HU3050AYD000XXX
1		TMF
1	90A /3P	XT1HU3090AYD000XXX
1		TMF
1	225A /3P	XT4HU3225AYJ000XXX
1		TMF
1		(1) 4 AWG-300 MCM
2	100A /3P	Space XT1HU3100AYD000XXX
2		TMF

BOM

QTY	CAT #	DESCRIPTION
1	GDBG47AL	Ground
1	IN3204NN3H1	Bus
1	NL04IONSTNDAL	Neutral
1	ER8440A	Enclosure
1	IF3240F	Frame
1	FT40S00135	Front 1 of 2
1	FT40S00225	Front 2 of 2
1	GC40F32NNA	Gutter
0	MAINXH55	Main Code - Not a Catalog Number
1	SR01BB	Spacer
1	SR03BF	Spacer
1	SR1XBF	Spacer
1	SR2XBF	Spacer
4	SR5XBF	Spacer
2	SRT1BB	Spacer

84.0
[2133.60]13.50 FML
[342.90]

THIS PANEL IS SUITABLE FOR SERVICE ENTRANCE.
SERVICE ENTRANCE PANEL WITH MAIN BREAKER IS SUPPLIED WITH SERVICE ENTRANCE LUG BARRIER.
1. FML - FRAME MOUNTING LOCATION.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].
NEUTRAL MUST BE MOUNTED OPPOSITE TO INCOMING SIDE

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE
FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.
NEUTRAL ARE PRESSURE LUGS.

PANEL INFORMATION

BOX	ER8440A
DIMENSIONS	84"X40"X11"

PROJECT NAME:
Madison Aquatic Center
CUSTOMER:
MALLOY ELECTRIC, SI-
OUX FALLS
VERSION:DATE.TIME



Industrial
Solutions by ABB

PANEL ID:
neXT Panel Assembled Interior
CREATED BY: Gullickson, Greg
DATE: 5/24/2021 7:36:50 PM
REVISION NO.

PRODUCT NAME:
ReliaGear neXT
PANELBOARD

DRAWING NO:
ITEM NO: 2
MARKS: MDP
QUOTE NO: UM8-00007916
SHEET: 1

PANEL MARKS: PANEL L-1-1

TECHNICAL SPECIFICATIONS

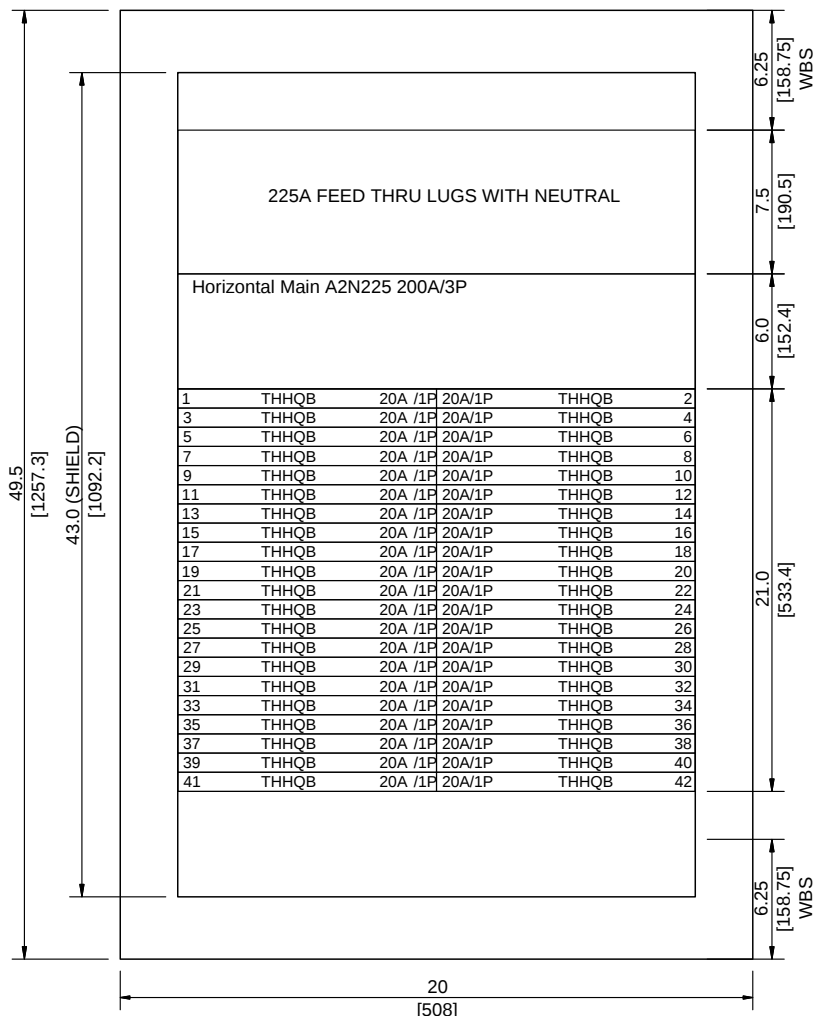
PANEL TYPE:	RQ PANELBOARD
QUANTITY:	1
AMPS:	225A
VOLTAGE:	208Y/120V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	TIN PLATE
ENCLOSURE:	NEMA 1 ENCLOSURE
MOUNTING:	SURFACE
SECTION:	1
MAIN DISCONNECT DEVICE	
FEED DIR.	Top
TYPE:	Breaker
AMPS:	200
CATALOG NO.:	A2N200TT
POLES:	3
LUGS:	1-lug/phase 1-cable/lug #1 -250 MCM

OPTIONS INCLUDED

QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
4	Ground-Box bonded TGL2
2	Ground main lug TGL20
1	Feed Thru Lugs

BRANCH DEVICES

QTY	AMPS/POLES	DESCRIPTION
42	20A /1P	THHQB1120



PANEL INFORMATION		
INTERIOR	AQF3422CTX AXT1	
INTERIOR		
BOX	AB49B	
FRONT	AF49S	
TROUGH		
TROUGH END		
PULL BOX		
DIMENSIONS	49.5"X20"X5.75"	

- WBS - WIRE BENDING SPACE.
- DRAWING NOT TO SCALE.
- DIMENSIONS ARE IN INCHES[mm].

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.

PROJECT NAME : Madison Aquatic Center	 Industrial Solutions by ABB	PANEL ID: RQ Panelboard	PRODUCT NAME: <i>ReliaGear</i> LIGHTING	DRAWING NO:
CUSTOMER: MALLOY ELECTRIC, SI- OUX FALLS		APPROVED BY:	PANELBOARD	ITEM NO: 3
VERSION:DATE.TIME		DATE: 5/24/2021 7:36:50 PM		MARKS: PANEL L-1-1
		REVISION NO.		QUOTE NO: UM8-00007916
				SHEET: 1

PANEL MARKS: PANEL 1-1-2

TECHNICAL SPECIFICATIONS

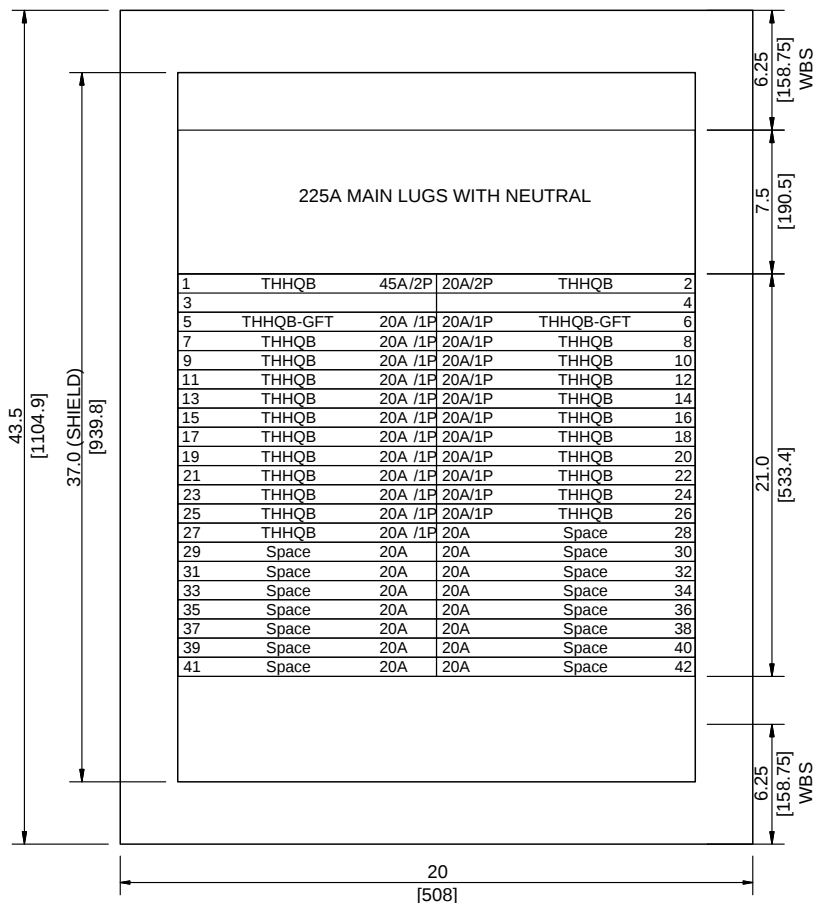
PANEL TYPE:	RQ PANELBOARD
QUANTITY:	1
AMPS:	225A
VOLTAGE:	208Y/120V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	TIN PLATE
ENCLOSURE:	NEMA 1 ENCLOSURE
MOUNTING:	SURFACE
SECTION:	1
MAIN DISCONNECT DEVICE	
FEED DIR.	Top
TYPE:	Lugs
AMPS:	225
CATALOG NO.:	
POLES:	3
LUGS:	1-lug/phase 1-cable/lug #6 -350 MCM

OPTIONS INCLUDED

QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
4	Ground-Box bonded TGL2
1	Ground main lug TGL20

BRANCH DEVICES

QTY	AMPS/POLES	DESCRIPTION
21	20A /1P	THHQB1120
2	20A /1P	THHQB1120GFT
1	20A /2P	THHQB2120
1	45A /2P	THHQB2145
15	20A /1P	Space THHQB1120



PANEL INFORMATION		
INTERIOR		AQF3422MT
INTERIOR		
BOX		AB43B
FRONT		AF43S
TROUGH		
TROUGH END		
PULL BOX		
DIMENSIONS		43.5"X20"X5.75"

1. WBS - WIRE BENDING SPACE.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.

PROJECT NAME:
Madison Aquatic Center

CUSTOMER:
MALLOY ELECTRIC, SI-
OUX FALLS

VERSION,DATE,TIME



Industrial
Solutions by ABB

PANEL ID:	RQ Panelboard
APPROVED BY:	
DATE:	5/24/2021 7:36:50 PM
REVISION NO.	

PRODUCT NAME:
ReliaGear LIGHTING
PANELBOARD

DRAWING NO:	
ITEM NO:	4
MARKS:	PANEL 1-1-2
QUOTE NO:	UM8-00007916
SHEET:	1





Schedule 1: ABB Inc. General Terms and Conditions of Sale

1. General

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, policies, quotation and/or invoice ("Proposal"), if any, submitted or available to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted or available to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. From time to time, ABB's posted Policies may be amended, restated and/or rescinded. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020. Equipment shipped from outside the continental United States is delivered FCA Incoterms® 2020 United States port of export. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED**



HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Infringement") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Inventions and Information.

Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay

17. Cancellation

Special order, custom designed, and made-to-order Equipment are non-cancelable and nonreturnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and EndUser Statement in a form reasonably satisfactory to ABB.

20. Assignment

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

21. Nuclear

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to



any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

22. Resale

If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

23. Environmental, Health and Safety Matters.

- (a) Purchaser shall be obligated to maintain safe working conditions at the Site, including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- (b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
- (c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.
- (d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.
- (e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.
- (f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Contract. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.
- (g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- (h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Contract may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.
- (i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

24. Confidentiality.

- (a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.
- (b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or

disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

25. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

26. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

27. US Government Contracts.

- (a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- (b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Agreement Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement. (c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price. (d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

28. Data Protection.

- (a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services. (b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party. (c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
THE CITY OF MADISON, AND THE SOUTH DAKOTA OFFICE OF
EMERGENCY MANAGEMENT REGARDING THE CITY OF MADISON,
MADISON PARK CREEK PROJECT AND THE TREATMENT OF
ADVERSE EFFECTS TO THE HISTORIC MEMORIAL CREEK WALLS,
LAKE COUNTY, SOUTH DAKOTA**

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security proposes to administer Public Assistance (PA) Program funding pursuant to Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288 (42 U.S.C. §§ 5121-5206), as amended, through the South Dakota Office of Emergency Management (“SDOEM”) to the City of Madison (“City”), making the project an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA) (Section 106), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800. The proposed Undertaking consists of the repair and in-kind reconstruction of the Memorial Creek Walls at Site #2, and replacement of Site #3 with rip-rap armoring; and

WHEREAS, during the period of September 9-26, 2019, extensive flooding associated with FEMA Disaster #4460 damaged sections of the Memorial Creek Walls, a City-owned and maintained structure controlling water within Park Creek at the following locations:

Site #2: Memorial Park (Start: 44.010216, -97.115697; End: 44.009899, -97.115285) lying within a National Register Historic District.

Site #3: Egan Ave. to Harth Ave. (Start: 44.009026, -97.113696; End: 44.008013, -97.112710) lies outside the boundary of the National Register Historic District but is determined eligible for listing on the National Register.

WHEREAS, the Undertaking has been reviewed in accordance with the executed Statewide Programmatic Agreement between FEMA, the South Dakota State Historic Preservation Officer (SHPO), and South Dakota Office of Emergency Management (*2014 SD Programmatic Agreement*); and

WHEREAS, FEMA, in consultation with South Dakota SHPO, has defined the Undertaking’s area of potential effects (APE) as the limits of disturbance from the proposed Undertaking (Memorial Park and from Egan Ave. to Harth Ave. (see Appendix A)), including the construction limits and areas that may be disturbed by access and staging; and

WHEREAS, FEMA has determined that the Undertaking will have an Adverse Effect on the Memorial Creek Walls (SHPO ID: LK00000270) segment at Site #3, which is eligible for listing in the National Register of Historic Places, and the SHPO has concurred with this determination in a letter dated 03/12/2021; and

WHEREAS, FEMA has invited the SDOEM as the Recipient, and the City as Sub-recipient, to participate in this Memorandum of Agreement (MOA) as invited signatories; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FEMA has notified the Advisory Council on Historic Preservation (“ACHP”) on 03/14/2021 regarding its intent to prepare a MOA to resolve the Adverse Effect and satisfy its Section 106 responsibilities pursuant to the *2014 SD Programmatic Agreement* and 36 CFR Part §800.6 (a)(1), and the ACHP has chosen not to participate, pursuant to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, FEMA has consulted with the following State/local historical groups: Lake County Historical Society; City of Madison Historical Society; South Dakota State Historical Society; South Dakota State Archives; South Dakota State Historical Society Foundation; and the South Dakota Archaeological Research Center, who are willing to provide archival information if available; and

WHEREAS, FEMA contacted the Flandreau Santee Sioux; Crow Creek Sioux; Lower Brule Sioux; Yankton Sioux; Rosebud Sioux; and Cheyenne River Sioux tribes regarding the effects of the Undertaking on historic or cultural properties. None of the Tribes indicated interest in the project; and

WHEREAS, no substantive comments from the public, interested parties and the Tribes have been received regarding the final project design of the Undertaking; and

NOW, THEREFORE, in accordance with the *2014 SD Programmatic Agreement* and 36 CFR §800.6(b)(1)(iv), this MOA is being executed to implement the agreed upon resolution of Adverse Effects. FEMA, SHPO, SDOEM, and the City agree that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effect of the Undertaking on historic properties:

STIPULATIONS

To the extent of its legal authority and in coordination with the SHPO, SDOEM, and the City, FEMA will require that the following measures are implemented to mitigate the adverse effect of the Undertaking on historic properties, and in keeping with the timelines described in Part IV - Duration.

I. PROFESSIONAL QUALIFICATIONS, STANDARDS, AND GUIDELINES

All tasks (background research, analysis, and reporting) will be completed by personnel meeting or under the guidance of an individual meeting the *Secretary of the Interior’s Professional Qualifications Standards for History and Historic Architecture* as stated in 36 C.F.R. Part 61. These qualifications are a condition of the Request for Proposal and determined by FEMA, in consultation with the SHPO.

II. TREATMENT MEASURES

A. Photographic Documentation

1. The City will hire a qualified historic consultant (“Consultant”) to capture current photographic documentation of the Memorial Creek Walls (SHPO ID LK00000270) at Sites #2 and #3 before construction begins, which FEMA shall submit to the SD SHPO for inclusion in the South Dakota State Archives where it will be available for public use and reproduction.
2. Digital photographs shall be at least 2000 x 3000 pixels at 300 dots per inch (dpi), saved as Tag Image File Format (TIFF), and submitted on archival quality compact discs (CDs) or a Universal Serial Bus (USB) Flash Drive. Photographs shall minimally include full views of the wall’s primary elevations, close-ups of any decorative, character-defining, or structural features, and general views of the wall and its environs. Photographs will be labeled according to the SD SHPO’s naming requirements defined in the *South Dakota Historical Society’s Photography Guidelines for the Purposes of Section 106 Mitigation* (Appendix B).
3. SD SHPO must approve the photographic documentation prior to the removal of the wall at Site #3.

B. Existing Record Search

The City will hire a qualified Consultant to conduct a search for any existing reports, photographs, drawings, plans, or similar documents related to Memorial Creek WPA walls. Project construction may begin concurrent with this requirement. The search will include but is not limited to any federal, county or city government files, local historical society, or museums files, or other repositories that may have related records. The Consultant shall make a specific attempt to review WPA records housed at the regional National Archives facility, Kansas City, MO (<https://www.archives.gov/kansas-city>).

The Historical Research Consultant will produce a report of the site’s history based on secondary research and the results of the primary records search. The Historical Research Consultant will submit a draft of the report to FEMA, SHPO, and the City for initial comments within 60 days of completing research and analysis. FEMA and the City will review this report within ten days as meeting the terms of the MOA. After this review SHPO and FEMA will concur in writing within ten days if the terms of the MOA for research and reporting are met. If the terms of the MOA for research and reporting are not met, FEMA, the City, and the Historical Research Consultant will meet with SHPO within ten days of receiving the report to resolve any issues of non-compliance. The Historical Research Consultant will submit the final report to FEMA within two months of receiving FEMA’s concurrence on the draft report.

FEMA will ensure the final report is submitted to the SHPO where it will be made available for public use and reproduction through the South Dakota State Archives.

C. Existing Record Reproduction

1. If any publicly available documents related to historic stone walls are found while completing Stipulation II.B and federal or state laws does not otherwise restrict those documents, the Consultant will submit either the original, if possible, or one copy of the documents to the SD SHPO. FEMA will incorporate information received from these institutions into the final design of the Undertaking.
2. The Consultant will also scan any photographs (historic or more recent) of the walls found while completing Stipulation II.B at 600 dpi, saved as TIFFs, and submit to SHPO on a CD (copying FEMA).
3. The SD SHPO will make documents submitted by the Consultant (through FEMA) available for public use and reproduction through the South Dakota State Archives.

D. Rehabilitation of Madison Creek Wall at Site #2

1. The City shall contract with a qualified stonemason to rehabilitate the stone walls at Site #2 within Memorial Park.
2. Work will be completed in accordance with the *Secretary of Interior's Standards for Rehabilitation* and National Parks Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings* (see <https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>).

E. Design and Installation of Historic Marker

1. FEMA will fund the design, content, fabrication, and installation of an historic marker at Site #2, commemorating the site's association with WPA construction. Project construction may begin concurrent with this requirement.
2. The historic research consultant will provide the text of the marker and its design to FEMA. FEMA will offer all parties an opportunity to review and comment on the marker's text and design before it is approved and fabricated.
3. The marker will be installed within six months of rehabilitation of the site and must include the date the marker was installed (2021 or 2022).
4. The City will own the Historic Marker and will be responsible for its regular maintenance.

III. DEMOLITION AND CONSTRUCTION

- A. The City will ensure that the construction contractor will set aside all stone façade blocks resulting from the wall demolition at Site #3. The dressed stone blocks will be collected and kept at the Municipal construction projects yard for subsequent re-use by the City or other parties.
- B. The City will ensure that sediment resulting from construction grading/excavation will be taken to the Municipal construction projects storage yard for reuse in other projects. Alternately, this material can be given away or taken to an appropriate landfill.
- C. The City will obtain any fill material from an existing commercial source, Municipal/County stockpile, or approved borrow site.

IV. POST-REVIEW DISCOVERIES

- A. Based on the high level of disturbance within the APE, it is not anticipated that any cultural materials identified during construction will be in primary context and considered significant discoveries requiring longer-term work stoppage for consultation. However, in the event that such a discovery should occur, work will be halted in the vicinity of the discovery and in the surrounding area where further subsurface remains can reasonably be expected to occur. The City will notify FEMA and SDOEM within 24 hours of the discovery. FEMA will consult with SHPO in accordance with Stipulation III.B of the *2014 SD Programmatic Agreement*. Any artifacts that may inadvertently be recovered during construction are the property of the City and will be curated in a facility that complies with 36 CFR Part 79.
- B. If human remains are discovered under any circumstance, FEMA will ensure that local law enforcement office and coroner/medical examiner are notified in accordance with State statute(s) SDCL 34-27 and protect the remains from any harm. Ground disturbing work in the immediate vicinity of the remains shall cease immediately. The Signatories shall consult to develop a written plan of action to manage the discovery. In cases where discovered human remains are determined to be American Indian, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and regulations found in South Dakota Codified Law 34-27 (see <https://history.sd.gov/preservation/docs/SDGuidelinesSec10611.1.pdf>).

V. ANTICIPATORY ACTIONS

FEMA will not grant assistance to the City should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such assistance despite an

adverse effect created or permitted by City and will complete consultation for the Undertaking pursuant to the terms of the *2014 SD Programmatic Agreement*.

VI. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FEMA may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below. The Signatories may also elect to revise the MOA and will consult in accordance with the *2014 SD Programmatic Agreement*.

VII. MONITORING AND REPORTING

- A. Every six months following the execution of this MOA until it expires or is terminated, FEMA shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, problems encountered, and any disputes and objections received in FEMA's efforts to carry out the terms of this MOA.
 - 1. The stonemason, Historical Research Consultant, and representatives from FEMA and the City will meet every third week from the start of the project via telephone or internet as the project proceeds. FEMA will invite representatives from SHPO and other parties to attend these meetings, but their presence is not mandatory. The results of these meetings will be recorded by FEMA and will be distributed within five business days.
 - 2. A progress report on the design, content, fabrication, and installation of an historic marker at Site #2 will be issued by the Historical Research Consultant mid-way through the project. This report will be sent to FEMA, the City, and SHPO. Responses, if warranted, will be given within five business days.

VIII. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FEMA shall consult with such party to resolve the objection. If FEMA determines that such objection cannot be resolved, FEMA will:

- A. Forward all documentation relevant to the dispute, including FEMA's proposed resolution, to the ACHP. The ACHP shall provide FEMA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FEMA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and concurring parties, and

provide them with a copy of this written response. FEMA will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, FEMA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FEMA shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. FEMA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP.

X. TERMINATION

- A. In the event that FEMA does not carry out the terms of this MOA, the Signatories shall consult to seek amendment to the MOA and proceed in accordance with 36 CFR § 800.6(c)(8).
- B. Any signatory to the MOA may terminate this MOA by providing thirty 30 days' notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FEMA shall proceed in accordance with 36 CFR § 800.6(c)(8), execute a new agreement in accordance with §800.6(c)(1) or request comments of the ACHP under 36 CFR § 800.7(a).

Execution of this MOA by FEMA and the other Signatories, and implementation of its terms, evidence that FEMA has taken into account the potential adverse effects of the Undertaking on historic properties and has afforded the ACHP an opportunity to comment.

EXECUTED:

**MEMORANDUM OF AGREEMENT AMONG THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, THE SOUTH DAKOTA STATE HISTORIC
PRESERVATION OFFICER, THE CITY OF MADISON, AND THE SOUTH DAKOTA
OFFICE OF EMERGENCY MANAGEMENT REGARDING THE CITY OF MADISON,
MADISON PARK CREEK PROJECT AND THE TREATMENT OF ADVERSE
EFFECTS TO THE HISTORIC STONE WALLS, LAKE COUNTY, SOUTH DAKOTA**

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: _____ Date: _____

Nancy J. Dragani
Deputy Regional Administrator,
Regional Administrator, FEMA Region VIII

By: _____ Date: _____

Steven E. Hardegen
Regional Environmental Officer
FEMA Region VIII

EXECUTED:

SIGNATORY:

**SOUTH DAKOTA STATE HISTORICAL SOCIETY,
STATE HISTORIC PRESERVATION OFFICER**

By: _____ **Date:** _____

Ted M. Spencer
State Historic Preservation Officer

INVITED SIGNATORY:

CITY OF MADISON

By: _____ **Date:** _____

Marshall Dennert
Mayor, City of Madison

INVITED SIGNATORY:

SOUTH DAKOTA OFFICE OF EMERGENCY MANAGEMENT

By: _____ **Date:** _____

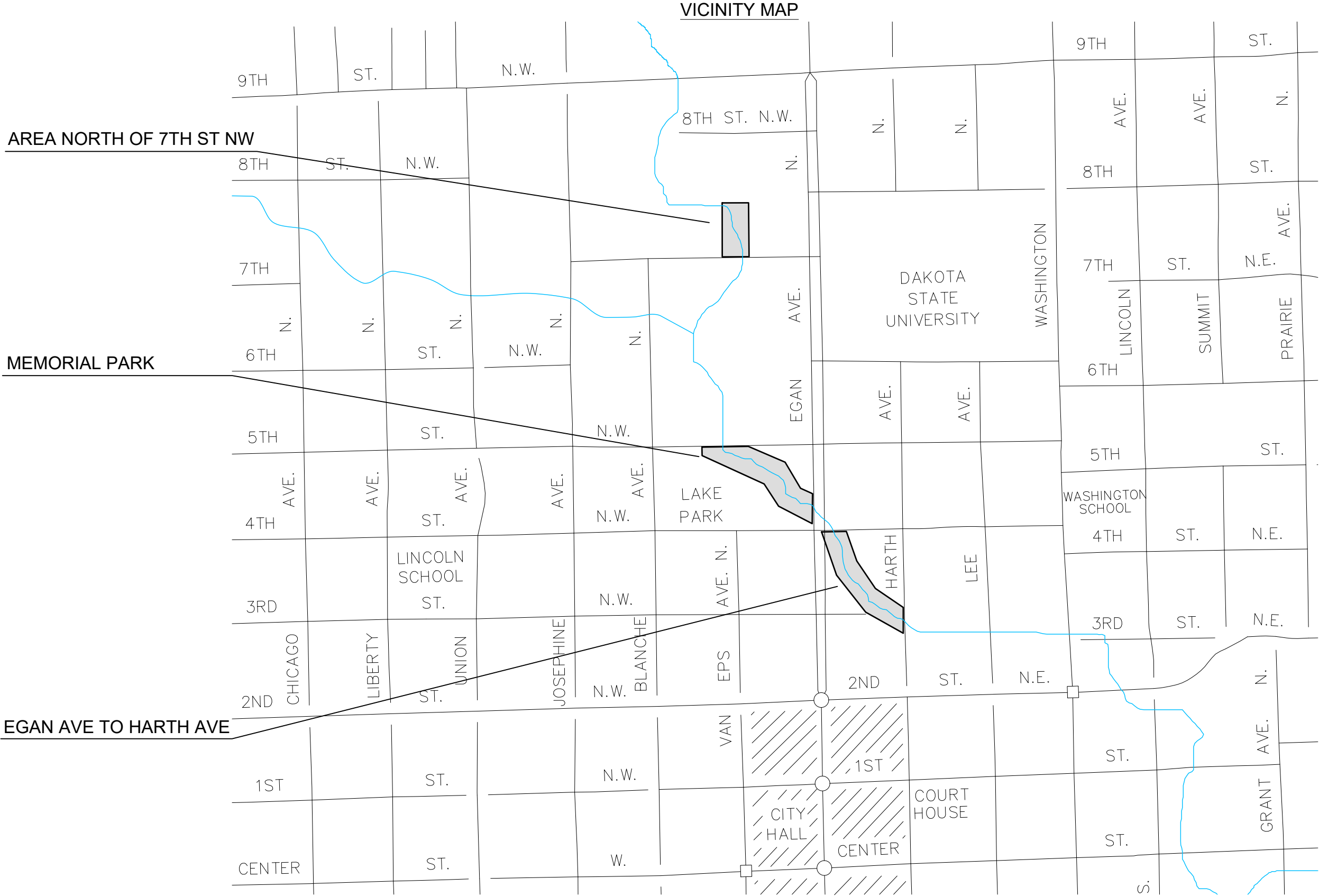
Tina Titze
Director, South Dakota Office of Emergency Management

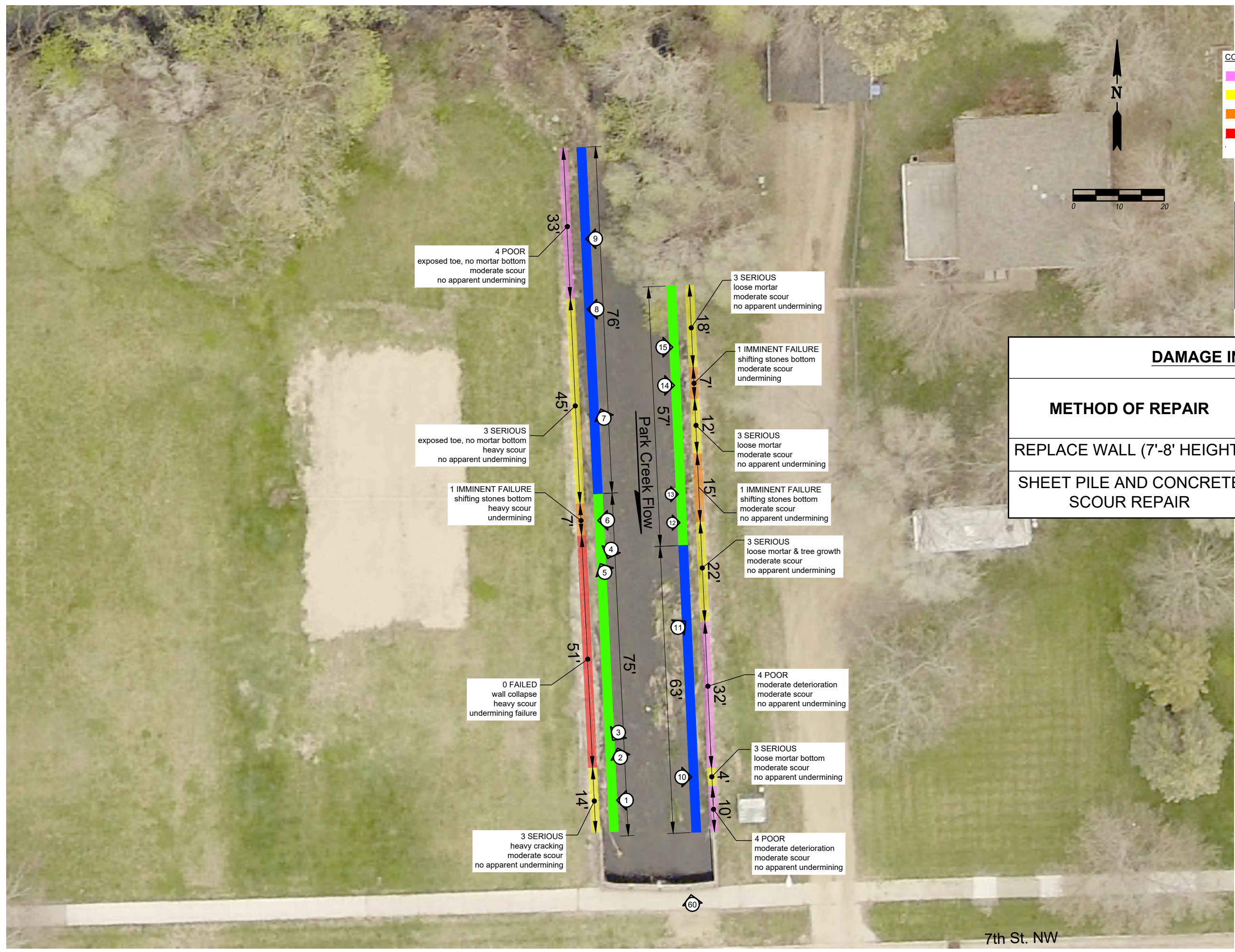
Appendix A: Project Map

Appendix B: South Dakota Historical Society's Photography Guidelines for the Purposes of
Section 106 Mitigation

PARK CREEK WALLS DAMAGE INVENTORY
MADISON, SD

PROJECT	SHEET	TOTAL
	NO.	SHEETS
PARK CREEK WALLS	1	5





PROJECT	SHEET NO.	TOTAL SHEETS
PARK CREEK WALLS	2	5

COLOR	CODE	CONDITION	LENGTH	PERCENT
 	4	POOR	75'	28%
 	3	SERIOUS	115'	42%
 	1	IMM. FAILURE	29'	11%
 	0	FAILED	51'	19%
			270'	100%

PROPOSED WALL REPLACEMENT

PROPOSED SCOUR REPAIR

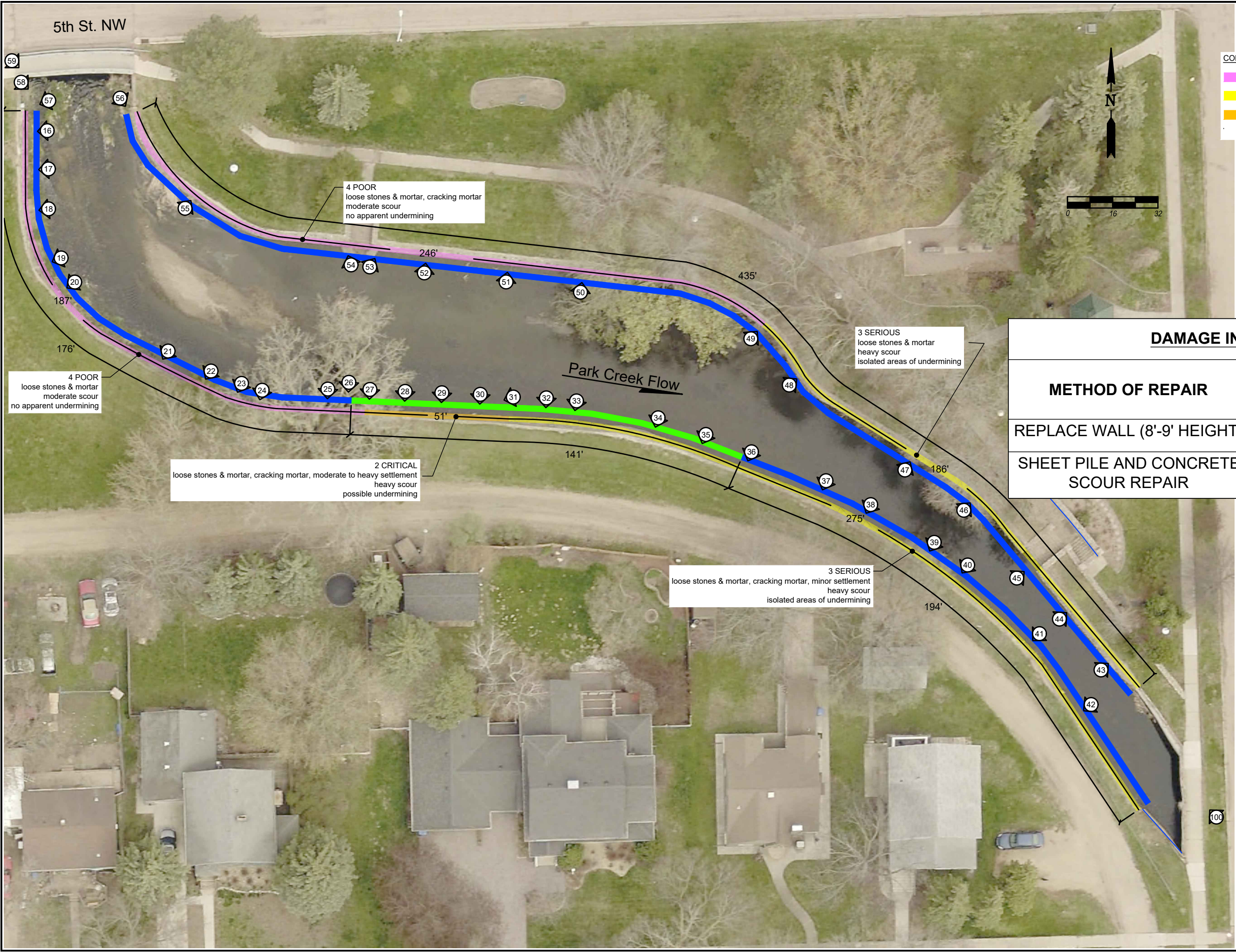
DAMAGE INVENTORY	
METHOD OF REPAIR	LENGTH OF REPAIR (FT)
REPLACE WALL (7'-8' HEIGHT)	132
SHEET PILE AND CONCRETE SCOUR REPAIR	139

Area North
of 7th St. NW

INSPECTION BY:

BANNER
engineering a better community

REPORTED BY WJB	CHECKED BY ARH	DRAFTED BY WJB
--------------------	-------------------	-------------------



PROJECT		SHEET NO.	TOTAL SHEETS
PARK CREEK WALLS		3	5

COLOR	CODE	CONDITION	LENGTH	PERCENT
Pink	4	POOR	433'	46%
Yellow	3	SERIOUS	461'	49%
Orange	2	CRITICAL	51'	5%
			945'	100%

PROPOSED WALL REPLACEMENT

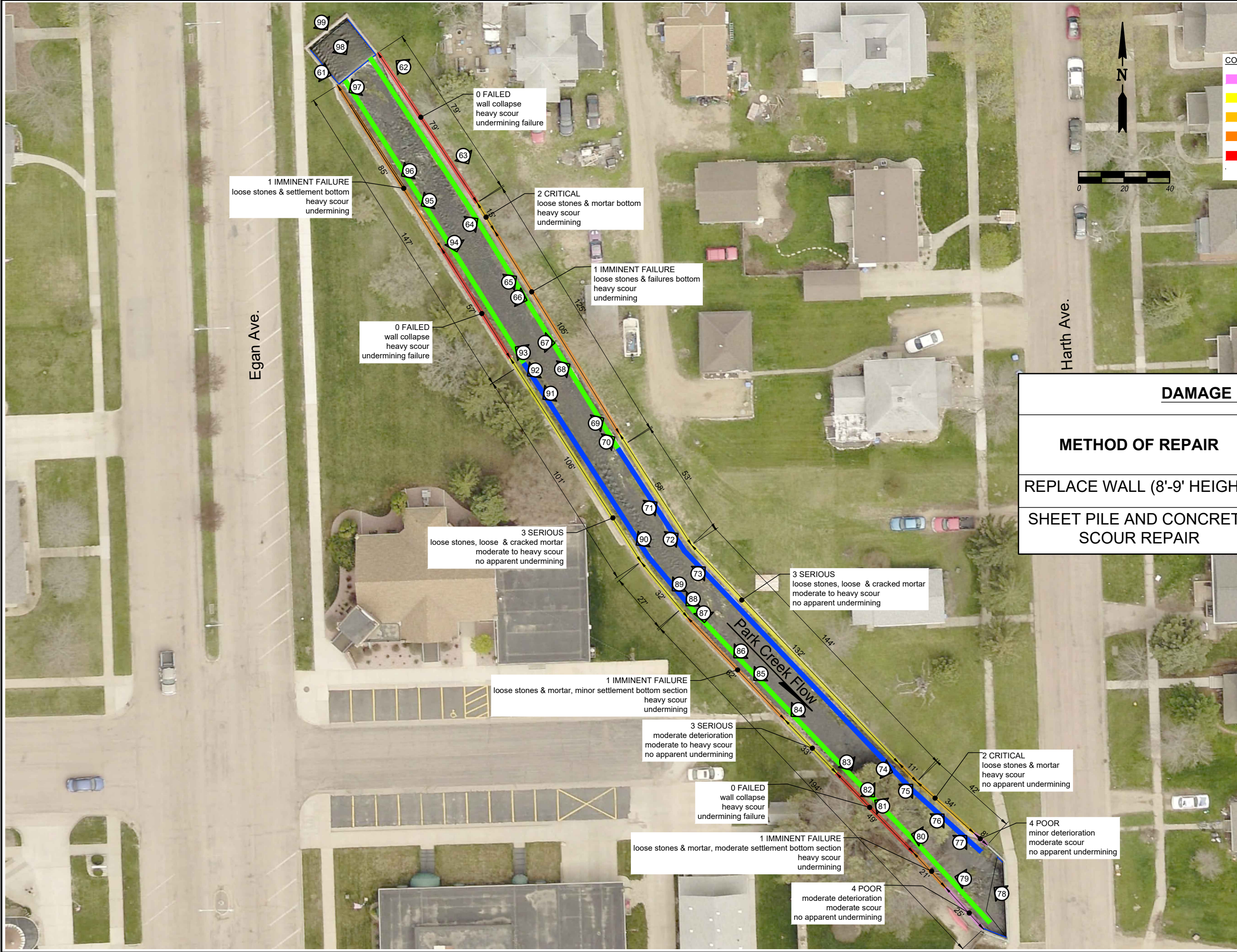
PROPOSED SCOUR REPAIR

DAMAGE INVENTORY	
METHOD OF REPAIR	LENGTH OF REPAIR (FT)
REPLACE WALL (8'-9' HEIGHT)	140
SHEET PILE AND CONCRETE SCOUR REPAIR	805

MEMORIAL PARK



REPORTED BY WJB	CHECKED BY ARH	DRAFTED BY WJB
--------------------	-------------------	-------------------



PROJECT		SHEET NO.	TOTAL SHEETS
PARK CREEK WALLS		4	5

COLOR	CODE	CONDITION	LENGTH	PERCENT
	4	POOR	31'	3%
	3	SERIOUS	362'	40%
	2	CRITICAL	60'	7%
	1	IMM. FAILURE	273'	30%
	0	FAILED	185'	20%
			911'	100%

- PROPOSED WALL REPLACEMENT
- PROPOSED SCOUR REPAIR

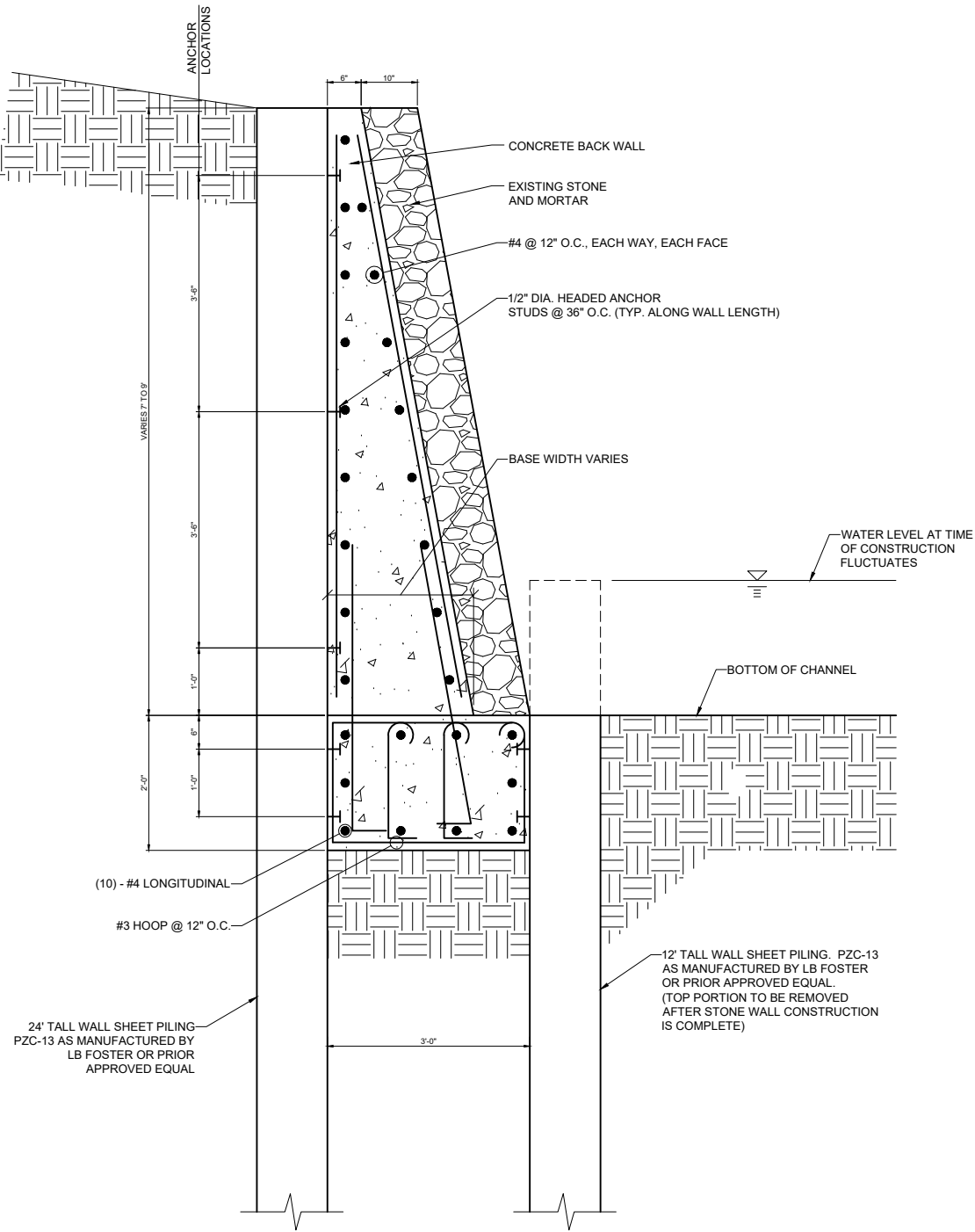
DAMAGE INVENTORY	
METHOD OF REPAIR	LENGTH OF REPAIR (FT)
REPLACE WALL (8'-9' HEIGHT)	544
SHEET PILE AND CONCRETE SCOUR REPAIR	367

Egan Ave.
to Harth Ave.

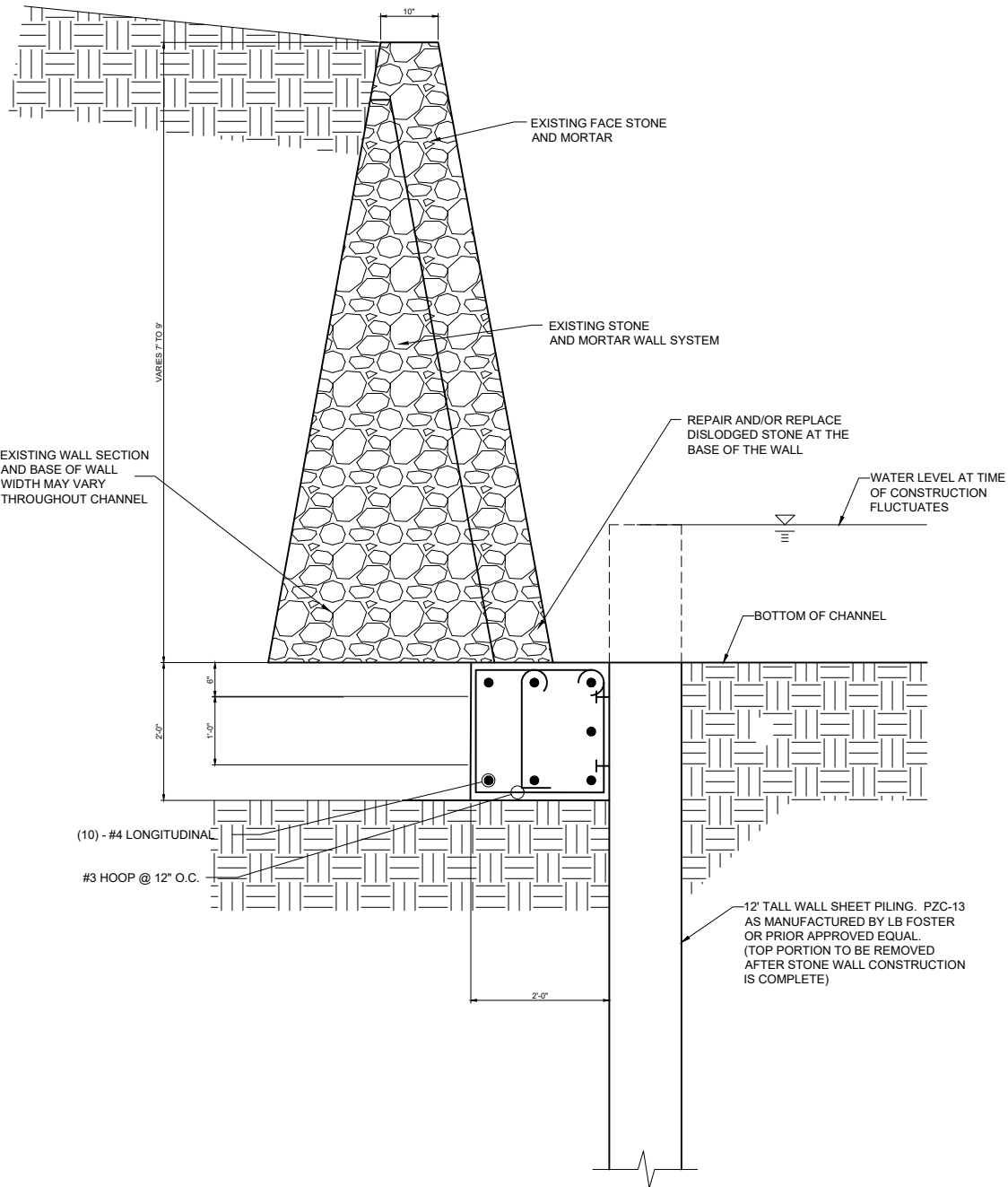


REPORTED BY WJB	CHECKED BY ARH	DRAFTED BY WJB
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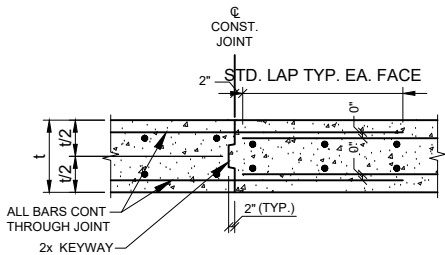
PROJECT	SHEET NO.	TOTAL SHEETS
PARK CREEK WALLS	5	5



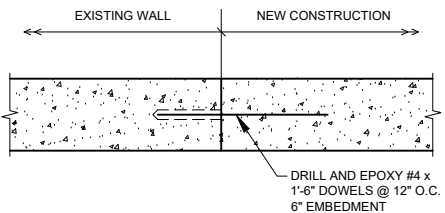
RETAINING WALL SECTION
SCALE: NO SCALE



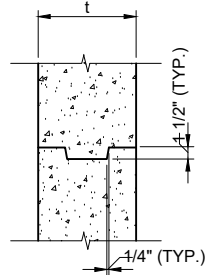
SCOUR REPAIR SECTION
SCALE: NO SCALE



DETAIL - WALL CONSTR. JOINT
SCALE: NONE

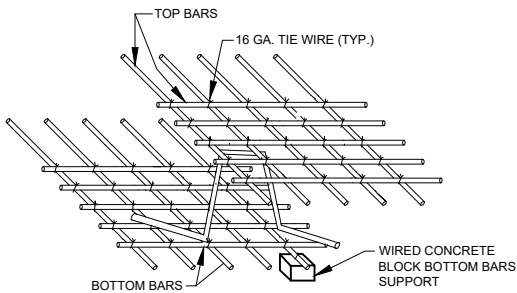


DETAIL - WALL CONSTR. JOINT
SCALE: NONE



- NOTES:
- USE 2 x 4 NOMINAL KEYWAY IN WALLS WHERE $t \leq 12"$. USE 2 x 6 NOMINAL KEYWAY WHERE $t > 12"$.
 - ALL CONSTRUCTION JOINTS SHALL HAVE KEYWAYS AND CONTINUOUS REINFORCEMENT (OR DOWELS) UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.

1
X
DETAIL - KEYWAY
SCALE: NONE



- NOTES:
- METAL BAR SUPPORTS. IF USED IN SLABS NOT ON GROUND, SHALL NOT MAKE CONTACT WITH FORMS.
 - REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH ANY OTHER METAL INSTALLATION OR ACCESSORY EMBEDDED IN CONCRETE. A MINIMUM OF 2" CLEARANCE SHALL BE PROVIDED IN ALL CASES.

2
X
DETAIL - BAR CHAIR REINF. SUPPORT
SCALE: NONE

PHOTOGRAPHY GUIDELINES FOR THE PURPOSES OF SECTION 106 MITIGATION

At a minimum, these guidelines reflect the recommendations of the South Dakota Office of the State Historic Preservation Officer (SHPO) when documenting historic properties affected by federal undertakings. These guidelines cannot be used to circumvent consultation with appropriate consulting parties as identified in the Section 106 process. These guidelines are based on National Park Service guidance to ensure consistency in the quality of photographic documentation.

Selecting a Digital Camera

BEST: Six megapixel or greater digital SLR camera

Acceptable: Two – five megapixel point-and-shoot digital camera

Not acceptable: Camera phones, disposable or single-use digital cameras, digital cameras with fewer than two megapixels of resolution

Taking the Picture

Image file format (Set the camera for highest image quality).

BEST: Tag Image File format (TIFF) or RAW format images. This allows for the best image resolution.

Acceptable: JPEGs converted to TIFFs, by a computer conversion process, are acceptable; however, JPEGs must not be altered in any way prior to conversion (other than renaming them).

Do not use the JPEG setting on the camera, if a higher quality setting is available.

RGB color digital **TIFFs** are preferred.

Digital Camera Resolution (Set the camera to the maximum or largest pixel dimension the camera allows).

BEST: Six megapixels or greater (2000 x 3000 pixel image)

Acceptable: Minimum two megapixels (1200 x 1600 pixel image)

Renaming the digital TIFF image

All digital image files must be renamed using a standard naming format.

The TIFF file name must include:

State_county_property name (or district name or SHPO ID)_0001
(Use zeros in image numbers to create 4 digit number, e.g. 0002, 0003, etc.)

Example for individual properties:
SD_PenningtonCounty_ElizabethBrown House_0001

Example for district and farmstead labels:
SD_PenningtonCounty_RapidCityCommercialHistoricDistrict_0125

Example for individual properties using SHPO ID labels:
SD_PenningtonCounty_PN00000123

Example for districts and farmsteads using SHPO ID labels:
SD_PenningtonCounty_PN00400001
SD_PenningtonCounty_PN00400002

Burning the Images onto an Archival Disk

A CD/ DVD or flash drive must contain all TIFF images, the photograph log, and sketch map. The photograph log and sketch map must be saved as a PDF/A or PDF file.

Reminder: JPEGs converted to TIFFs, by a computer conversion process, are acceptable; however, JPEGs must not be altered in any way prior to conversion (other than renaming them). When image is open on your computer, right click and you will see the image properties (Dimensions, dpi, etc.).

Acceptable: CD-R, DVD-R, flash drive, or any disk obtained from a commercial photo processor.

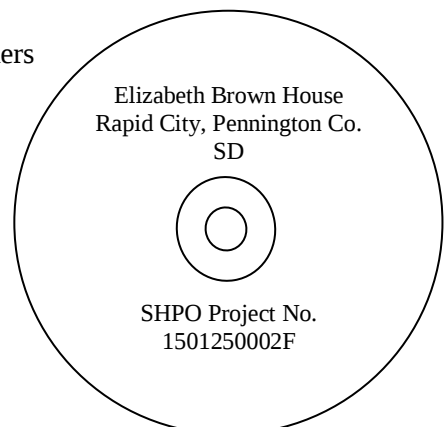
Not acceptable: CD-RW or DVD-RW (if packaging says “rewriteable” do not use).

Labeling the Disk

Best: Labels printed directly on the disk or drive by laser printer (non-adhesive).

Acceptable: Hand-written labels using CD/DVD safe markers OR other markers (Sharpies) or a label tag attached through the lanyard/keychain hole of the flash drive

Not Acceptable: Ammonia/solvent-based markers or adhesive stickers



Photograph Log Page

The photograph Log and sketch map must be saved to the CD/DVD or flash drive.

Example of acceptable photo pages

Name of Property:	Henderson House
City or Vicinity:	Pierre
County:	Hughes County
State:	SD
Name of Photographer:	Mary Smith
Date of Photographs:	April 2015
Location of Original Digital Files:	411 E. 6th St., Rapid City, SD 57501
Photograph Number:	0001
SHPO Project Number:	150415001F

Photo #1 (SD_HughesCounty_HendersonHouse_0001)
South façade (left) and east elevation (right), camera facing northwest.

Sketch Map

Photographs must be keyed to a sketch map, see Attachment 1 for sample.

Use of Photographs

All photographs submitted in accordance with the terms of a Memorandum of Agreement or Programmatic Agreement will be used as specified in the Agreement, which may include submission by the SHPO as official documentation to the South Dakota State Archives for public use and reproduction.

Guidelines for Photographic Coverage

Photographs submitted as official documentation should be clear, well-composed, and provide an accurate visual representation of the property and its significant features. They must illustrate the qualities that make the property eligible for the National Register. Photographs should show historically significant features and any alterations that have affected the property's historic integrity.

The necessary number of photographic views depends on the size and complexity of the property. Submit as many photographs as needed to depict the current condition and significant features of the property. A few photographs may be sufficient to document a single building or object. Larger, more complex properties and historic districts will require a number of photos.

Buildings, structures, and objects:

Photographs need to show the principal facades and the setting in which the property is located.

Additions, alterations, intrusions, and dependencies need to appear in the photographs.

Include views of interiors, outbuildings, landscaping, or unusual features if they contribute to the significance of the property.

Historic and archaeological sites:

Photographs need to show the condition of the site and any above-ground or surface features and disturbances.

If relevant to the evaluation of significance, include drawings or photographs illustrating artifacts that have been removed from the site.

At least one photograph must show the physical environment and topography of the site.

Architectural, Historic Districts and Farmsteads (key all photographs to the sketch map for the district):

Submit photographs showing major building types and styles, pivotal buildings and structures, and noncontributing resources.

Streetscapes and landscapes are recommended. Aerial views may also be useful. Views of significant topographic features and spatial elements should also be submitted.

Views of individual buildings are not necessary if streetscape views clearly illustrate the significant historical and architectural qualities of the district.

Archaeological Districts:

Submit photographs of the principal sites and site types within the district following the guidelines for archaeological sites (see above).

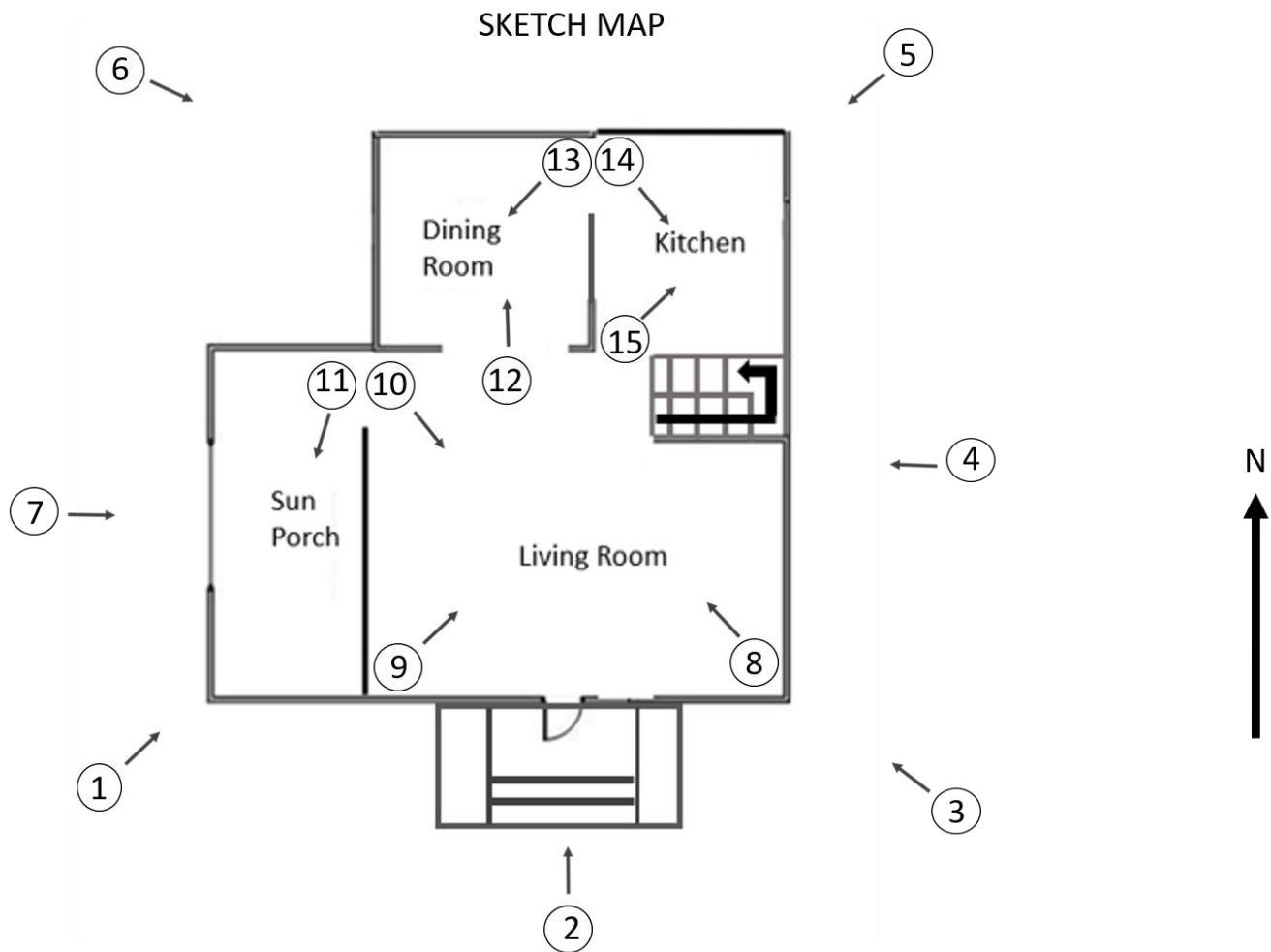


Photo Key

Name of Property:	Henderson House
City/Vicinity:	Pierre
County:	Hughes
State:	South Dakota
Name of Photographer:	Mary Smith
Date of Photographs:	April 2015
Number of Photos:	15
Section 106 Project #:	150415001F

#159

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 25, 2021 8:16:19 AM
Last Modified: Tuesday, May 25, 2021 8:33:16 AM
Time Spent: 00:16:56
IP Address: 76.73.201.235

Page 2

Q1

City, County, Town or Name of Tribe

Name	City of Madison
------	-----------------

Q2

Mailing Address

Address	116 W Center
City/Town	Madison
State/Province	SD
ZIP/Postal Code	57042

Page 3

Q3

City, County, Town or Tribe's DUNS Information (*required fields)

DUNS Number	16-8739977
Fiscal Year Beginning Date	January 1, 2021
Fiscal Year End Date	December 31, 2021

Page 4

Q4

Person Completing Application

Name	Mike McGillivray
Phone Number	605-256-7520
Email Address	parks@cityofmadisonsd.com

Q5

Authorized Local Official

Name	Mayor Marshall Dennert
Phone Number	605-256-7520
Email Address	marshall.dennert@cityofmadisonsd.com

Q6

Local Mosquito Control Program Manager

Name	Mike McGillivray
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Page 5

Q7

Geographic Area Served

Square Miles or Acres	3,057 Acres
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Q8

Population Served

Population	7261
------------	------

Q9

Communities Covered

Please list each community	City of Madison
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Page 6

Q10

Existing Local Mosquito Control Budget for 2021

\$	15,500.00
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Q11

Amount of Grant Funds Requested

\$	7500.00
----	---------

Page 7

Q12

Both

What type of mosquito control will be conducted?

Page 8

Q13

Please provide a brief project description (How will you enhance your local mosquito control efforts using these funds? 100 words or less)

The funds will help offset costs of chemicals and labor for doing weekly mosquito control. The City of Madison larviciding programs and surveillance. We would like to perform some additional barrier treatments in high use areas where mosquitoes are present during high activity times, ie. sports complexes and parks during other events.

Page 9

Q14

I agree that the seasonal forecast was helpful.

Did you or others in your organization review the WNV seasonal forecast to inform your understanding of the 2020 WNV season? Link available at <http://mosquito.sdstate.edu/>

Q15

We regularly review the weekly forecast, but have not used it to inform when to spray.

Have you or others in your organization used the WNV weekly forecast to impact your decision on when to spray in your community (ex: using the risk map to inform your spraying)? Link available at <http://mosquito.sdstate.edu/>

Madison Splash Zones

Madison Firefighters (2-3) will operate the former City Pumper that is currently taken out of service to create mobile splash zones throughout the city of Madison to help give the youth of our community an opportunity to enjoy some water activities and beat the heat of the summer while the pool is not operational.

Activities:

- Water Hoses with spray nozzles
- Deck Gun and Ground Monitor to create sprinklers.
- Water cannons and splash pads for younger children.
- * Locations marked with an asterisk will have a slip-n-slide feature with tarps provided by Raven Industries. These will have specific volunteers at both ends of the slides to help monitor when they are used. We will have two separate slides for different age groups.

Tentative Dates and Locations:

We would like to have approval to run the first 4 locations over a 2-week period to make sure everything runs smoothly without issues. After those are completed, we could assess whether we wanted to pursue more events at different locations or continue rotating through the same locations. These dates are subject to change based on availability of locations and volunteers.

1	*Baughman Park	June 8 th 2-4 pm
2	*Aquatic Center Park	June 10 th 6:30-8:30 pm
3	Memorial Park Hockey Rink	June 15 th 2-4 pm
4	Totland Park	June 17 th 6:30-8:30 pm
5	Lot between Creek and Community Gardens	June 22 nd 2-4 pm
6	East Center Hockey Rink	June 24 th 6:30-8:30 pm
7	Lot North of Dog Park	June 29 th 2-4 pm
8	*High/Middle School Lot	July 1 st 6:30-8:30 pm
9	*Prairie Playhouse	July 6 th 2-4 pm

*- locations that have areas for a slip-n-slide water activity.

Costs:

- Fittings, hoses, and water equipment – Most of this we have on hand but we may purchase a few items. We are going to purchase a couple of splash pads and water cannons for the younger age group to utilize.
- Fuel – 2 hour pump time during each event.
- Water – Water usage will be limited to perform the activities. I expect the pump to be running at half speed or less. Usage may increase when we use a deck gun.
- Decommissioned City Pumper – Usage of former city pumper that will eventually be sold.
- Parks Dept – Have the areas mowed and cleared of any possible hazards such as sticks. Also be able to provide any locations with adequate garbage receptacles and picnic tables. I would also

like to see if we could have some assistance to setup by available parks dept employees or city employees who are firefighters if their job will allow it.

Volunteers:

- 2-3 Madison Firefighters will setup the water lines and run the former city pumper.
- Chamber of Commerce will help get the word out for participants and volunteers.
- Madison PD will try to have a single officer in the area when allowable.
- Lake County Sheriff's Dept will put their support behind the activity.
- We are also seeking out more volunteers to help supervise some of the water activities. We ask that the local newspaper and radio station help get the word out to potential volunteers and participants. If there are any groups that would like to help or if there are any businesses willing to donate to cover the costs, please contact Daniel Buresh @ 605-759-7346

Potential Issues

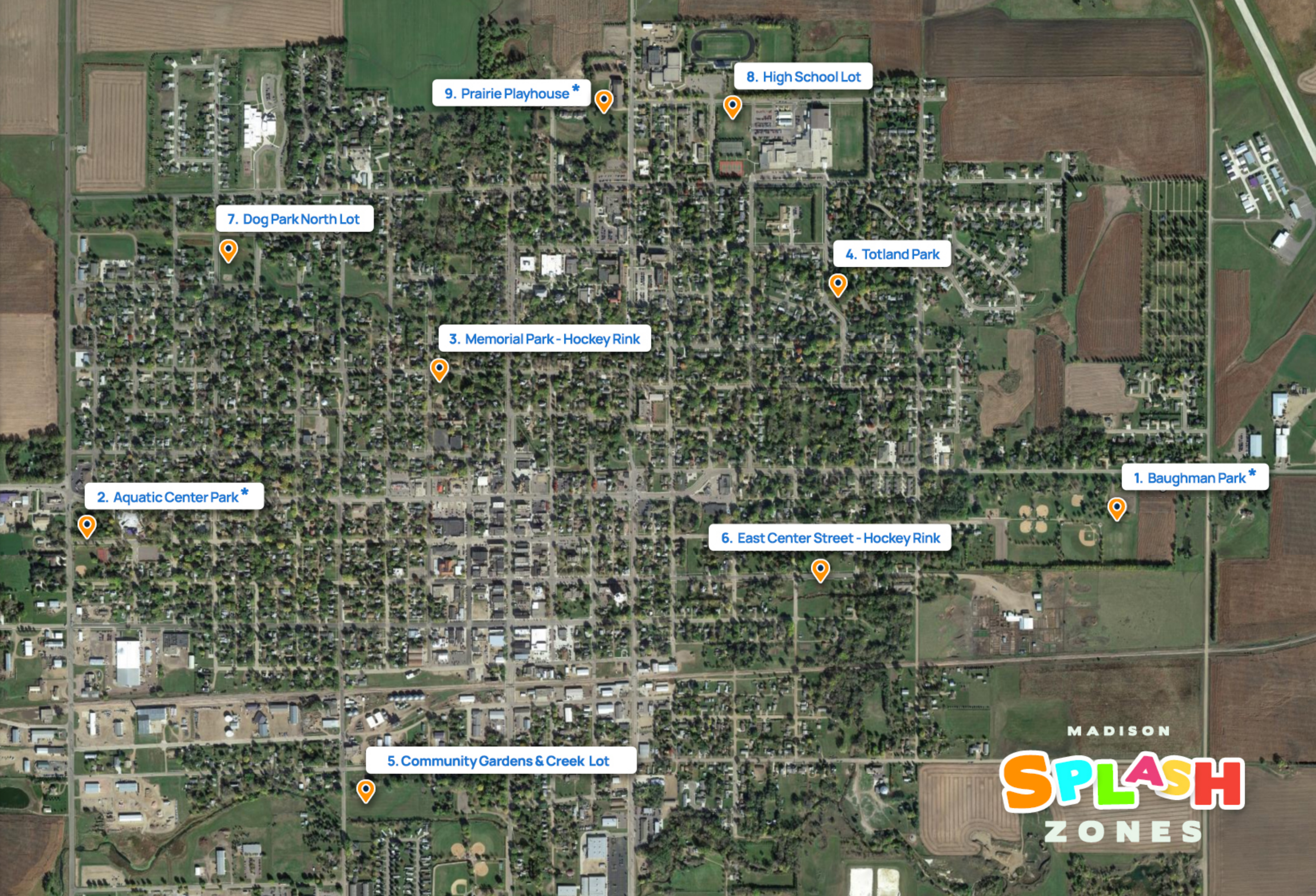
- Fire Call – In the event of a fire call, firefighters will shut down the former city pumper and proceed to respond to the fire call. Since the former city pumper is being used for these water activities, there is no real danger to the public since no active fire apparatus will be used.
- Liability in the event of injury. We intend to create a safe environment for children to relax and have some fun with water activities. We ask that all young children be accompanied by an adult or guardian. We will not be responsible to oversee your children at all times and participants assume the risk involved while participating in these water activities. We know that even when safety precautions are taken, there is still the possibility for injury.
- Weather – In the event of bad weather, the splash zone may be rescheduled to a later date if time allows and if it will not affect an already scheduled event.

Request for Approval

- Utilize City Parks and public property to conduct mobile splash zones.
- Allow the use of the former city pumper truck.
- Allow us to connect to the nearest hydrant and use water for the splash zones.
- Allow us to continue the project if we choose and there are no issues that can't be resolved. I would be willing to give the commissioners an update prior to proceeding with more events.

Once event details are finalized, more information will be released on the City of Madison Fire Dept Facebook page and with the local media. We hope to be operational within a week of approval by the Madison City Commissioners.

Please direct all questions, comments, donations, or volunteers to Daniel Buresh @ 605-759-7346



9. Prairie Playhouse *

8. High School Lot

7. Dog Park North Lot

4. Totland Park

3. Memorial Park - Hockey Rink

2. Aquatic Center Park *

1. Baughman Park *

6. East Center Street - Hockey Rink

5. Community Gardens & Creek Lot

MADISON
SPLASH
ZONES