



BOARD OF COMMISSIONERS

AGENDA

JUNE 21, 2021

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

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://zoom.us/j/97101300712>

CALL TO ORDER

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

ROLL CALL

Meeting ID: 971 0130 0712

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes - June 14, 2021
- 2) Claims for Approval - June 23, 2021
- 3) Claims for Ratification - June 11, 2021
- 4) Board Appointments - Park and Recreation Board - Lisa Martin

UNFINISHED BUSINESS

- 1) Update on Madison Splash Zones
- 2) Provide Direction to Staff Regarding 2021 Opening of Madison Aquatic Center

NEW BUSINESS

- 1) Authorize Mayor to Sign Agreement for Construction Contract
Halme, Inc - Madison Water System Improvements - Bid Schedule 1 - Phase 2 - Base Bid A
- 2) Authorize Mayor to Sign Agreement for Construction Contract
Halme, Inc - Madison Water System Improvements - Bid Schedule 2 - Phase 2 - Base Bid B (Water Tower Loop Line)
- 3) Authorize Mayor to Sign Agreement for Construction Contract
J & J Earthwork, Inc - Madison Water System Improvements - Bid Schedule 3 - Phase 1B - Base Bid and Bid Alternate 1 & 2
- 4) Approve Transfer of Capital Outlay & Maintenance Reserves Funds to CC Operating Budget
- 5) Discussion Regarding Creating a Process for Strategic and Capital Improvement Planning
- 6) Discussion and Possible Action to Approve Proposal with ISG, Inc. for Capital Improvement Planning Services

PUBLIC COMMENT

ANNOUNCEMENTS

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**

June 14, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 9:00am at the Madison Community Center on the 14th day of June with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw, and Jerae Wire.

Motion by Commissioner Corbin to adopt the June 14th agenda. Motion seconded by Commissioner Dybdahl. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Wire, to acknowledge retail (on-off sale) Malt Beverage & SD Farm Wine license and a retail (on-off sale) Wine & Cider license transfer applications from El Pino LLC/El Vaquero and set a date of Hearing of Monday June 28th at 5:30pm or as soon thereafter as the matter may be heard. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Shaw, to approve the following items on the consent calendar: Minutes - June 7, 2021, Claims for Approval -June 16, 2021, Cash Balances, Gross Salaries, Bills for Ratification - May. Motion carried unanimously.

Claims for Approval - June 16, 2021:

AAA Collections Inc May AAA 49.07; Alpha Media USA LLC FM Commercials 611.96; Appera Mat Rentals 320.04; Avera Medical Group Drug Collection/Testing 61.00; Baker & Taylor Books 85.07; Bartels Cleaning Service MMU Cleaning Service 500.00; Blackstone Publishing Books 258.40; Builders FirstSource Wood Stakes 24.16; Carquest of Madison Hyd Coupler 26.37; CenturyLink Qc June Phone Bill 90.84; City of Brookings Landfill Gate Fees 3,765.96; Classic Convenience Inc Fuel 195.09; Coles Petroleum Products Inc Aviation Gas/Fuel 39,488.22; Concrete Materials Cold Mix 1,134.79; Dakota State University April Utilities 7,488.99; Daxko LLC June Spectrum Software 1,642.48; Dollar General Corp Lysol Wipes/Soap/Kleenex 40.25; East River Electric Power Coop May Transmission 20,651.54; Endress & Hauser Inc Lime Measurement Display 518.92; F&M Coop Oil Co Fuel 581.35; Feld Fire Annual Comp Service Contract 600.00; First Bank & Trust Heartland/May Whole 265,236.21; Grey House Publishing Inc Books 189.00; Gumdrop Books Inc Books 1,128.27; Hach Co Chemicals 387.51; Harold K Scholz Co PP Switchgear Repair 48,650.00; Hawkins Inc Chemicals 660.00; Heiman Inc Gripper Hose Strap 163.90; Hunter Publishing Inc Minutes/Annual Report 676.90; Hydraulic World Inc 73B Panel Mount Gauge 26.60; Ingram Co Books 172.42; Joshs Repair LLC Hoses 63.60; Krug Products Inc Hyd Hose #18 108.87; Lake County Treasurer Fuel 325.10; Lewis Drugs Inc Sunscreen/Bug Spray 39.55; Lewis&Clark Regional Water Sys May 2021 Fees 270.00; Madison Community Center Madman Tri - PD Team 33.40; Madison Grocery Store Inc Butter Oil 9.18; Madison Tires Inc Firestone Tires 2,571.20; Micromarketing LLC Books 27.90; Mills/Bobbie Membership Refund 73.50; Northwestern Energy Utilities 253.65; O Reilly Automotive Inc #76 Hub Assembly 215.41; OCLC Inc Cataloging Subscription 360.78; Office Peeps Inc Office Chair/Supplies/Paper 495.55; One Stop Fuel 33.83; Open Access Technology Int'l CVR Milestone 08 21,970.00; Opoku-Boateng/Francisca A Refund After Deposit 141.84; Outer World Screen Screen Print T-Shirts 498.21; Overdrive Books 1,218.38; Penguin Random House LLC Books 30.00; Porta Pros Inc Handicap Unit Rental 161.00; Prostrollo Auto Plaza Co Seat Cushion Pad 101.39; Running Supply Inc Battery Charger/Tools/Dog Food 680.23; SD Dept of Public Safety Boiler Inspection 220.00; SD Municipal League Budget Training - Wilt/Olson 50.00; SD One Call Message Fees 128.10; SDN Technologies LLC July Internet 516.79; Sebco Books Inc Books 1,508.21; Sioux Valley Energy Utilities 55.00; Sturdevants Madison Inc Blower Motor/Battery/Parts 506.93; The Tessman Co Quick Dri/Field Marker 820.00; Timmer Supply Co NW Park Sink Part 2.60; Tru by Hilton Deadwood Lodging - Lawrence 131.01; US Dept of Energy May 2021 Service 113,324.88; Valiant Living Inc Contracted Expenses 5,096.00; Visual Gov Solutions LLC May Process Fee 6,269.49.

Cash Balances - May:

General - \$7,666,528.34; Park & Recreation - \$1,283,629.99; Lodging & Entertainment Tax - \$-17,608.43; Community Development - \$27,063.43; 2nd Cent Sales Tax - \$1,468,427.96; Business Improvement District - \$6,010.00; Special Maintenance Fee - \$1,131,900.72; 2019 September Flood - \$39,033.89; Swimming Pool Debt Service - \$487,851.02; Gerry Maloney Nature Area - \$-46,454.97; Water - \$2,693,060.41; Electric - \$3,959,268.48;

Sewer - \$1,884,971.92; Community Center - \$38,739.67; Solid Waste - \$583,649.92; Recycling Center - \$180,302.95; Cafeteria Plan - \$453.70.

Gross Salaries - May:

Mayor & Commissioner - \$4,243.06; Finance - \$10,601.54; General Government Buildings - \$696.78; Engineer - \$8,796.80; Police - \$87,685.70; Fire - \$5,391.78; Highways & Streets - \$28,197.92; Restricted Use Site - \$1,651.88, Airport - \$1,750.74; Library - \$17,842.15; Planning & Zoning - \$175.00; Park & Recreation - \$20,850.97; Water - \$25,262.39; Electric - \$62,304.59; Sewer - \$25,449.84; Community Center - \$42,560.33; Solid Waste Collection - \$7,267.44; Recycling - \$3,246.29.

Bills for Ratification - May:

Heartland Payment Systems Fees Airport 98.94; CSI Fees - Community Center 50.02; Wells Fargo Bank BankCard Discnt/Interch Fees 1,372.51; Money Movers Program Processing Fees 8.00; Healthy Contributions Program Processing Fees 6.05; IRS Electronic Tax Payment #10 34,112.40; Wells Fargo Bank Harland Clark Check Deposit Slip Books 57.03; Carleigh Foland ck#5989 PR#10 Deposit Acct Rejected 30.61; SD Dept of Revenue Sales Tax 50,928.40; SD Dept of Revenue Excise Tax 10.74; IRS Electronic Tax Payment #11 47,786.08.

In unfinished business, Brad Lawrence informed the Commission that on June 11 an architect and mechanical engineer came and looked at what would be needed for phase 2 of repairs at the Aquatic Center. Bids for phase 2 repairs to ventilation and reconfiguration would be late 2021.

Motion by Commissioner Shaw, second by Commissioner Wire, to authorize the Mayor to sign a grant agreement with the FAA for AIP 3-46-0029-020-2021 - South GA Apron Expansion. Said project for \$1,121,000.00 will be fully funded through the FAA with no local/state shares. Motion carried unanimously.

Motion by Commissioner Dybdahl, second by Commissioner Shaw, to authorize the Mayor to sign Hazard Mitigation Proposal - Category C, Project #134941, Site 2(4th Street Bridge) with FEMA for flood disaster DR-4469-SD for \$11,200.00 Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Corbin, to authorize the Mayor to sign Hazard Mitigation Proposal - Category C, Project #134941, Site 1(5th Street Bridge) with FEMA for flood disaster DR-4469-SD for \$19,400.00. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to authorize the Mayor to electronically sign Applicant Project Review, Category D, Water Control Facilities - project #135909 for the 2019 September Flood Applicant #4469DR-SD for site 3 Rock Wall (Egan Ave). This project will need full congressional approval since total project cost is over \$1 million. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Wire, to authorize the mayor to electronically sign applicant project review, category D - Water Control Facilities - project #135906 for the 2019 September Flood applicant #4469DR-SD for site 3 Memorial Park. This project will need full congressional approval since total project cost is over \$1 million. Motion carried unanimously.

The Board of Commissioners toured the Community Center Facilities.

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

The Board of Commissioners adjourned at 9:38am.

/s/Sonya Wilt
Finance Officer

engineering a better community

BID SCHEDULE 1 Phase 2 – BASE BID ^A
CONTRACT DOCUMENTS
RURAL DEVELOPMENT'S COPY

PROJECT MANUAL

March 2021

Madison Water System Improvements Phase 1B
& Phase 2
Madison, South Dakota

PREPARED FOR

City of Madison

PREPARED BY

Banner Associates, Inc.

www.bannerassociates.com

BAI No. 22831.00.00

BANNER
engineering a better community

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Madison ("Owner") and Halme, Inc. ("Contractor").

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BID SCHEDULE 1 – PHASE 2 BASE BID A:

- Furnish and Install approximately 1,813 LF of 12" diameter, 937 LF of 8" diameter and 5,841 LF of 6" diameter water main and associated service lines;
- Furnish and Install approximately 933 LF of 18" diameter, 185 LF of 12" diameter, 398 LF of 10" diameter and 1,994 LF of 8" diameter gravity sewer with associated service lines;
- Furnish and Install approximately 210 LF of Bore and Jack 26" Steel Casing Pipe
- Furnish and Install approximately 2,387 LF of RCP storm sewer;
- Furnish and Install sanitary sewer and water tracer wire systems;
- Furnish and Install junction boxes, manholes, valves and appurtenances;
- Approximately 30,330 SY of full depth roadway reclamation;
- Furnish and Install approximately 14,840 SY of geotextile fabric for subgrade stabilization;
- Furnish and Install approximately 21,350 Tons of base course;
- Furnish and Install approximately 29,343 SY of asphalt concrete;
- Furnish and Install approximately 2,903 SY of PCC approach pavement;
- Furnish and Install approximately 12,388 LF of concrete curb & gutter;
- Furnish and install approximately 27,217 SF of concrete sidewalk;
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Madison Water System Improvements- Phase 1B & PHASE 2.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Banner Associates, Inc.

3.02 The Owner has retained Banner Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates (Refer to Plan Sheet F-1 for segment locations)*

A. *BID SCHEDULE 1 – PHASE 2 BASE BID A*

1. Contractor agrees to complete all work in **SEGMENT-Y ON 9TH STREET BETWEEN WASHINGTON AVENUE AND PRAIRIE AVENUE** by the Interim Completion date of **AUGUST 15, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2021**.
2. Contractor agrees to complete all remaining work in **SEGMENT-Y** by the Interim Completion date of **OCTOBER 1, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by **NOVEMBER 15, 2021**.
3. Contractor agrees to complete all work in **SEGMENT-Z ON 8TH STREET BETWEEN EGAN AVENUE AND LEE AVENUE** by the Interim Completion date of **AUGUST 15, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2022**.
4. All remaining work will be substantially completed on or before **OCTOBER 1, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *BID SCHEDULE 1 – PHASE 2 BASE BID A*

- a. Interim Completions and Substantial Completion: Contractor shall pay Owner **\$1,700** for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.

- b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$850 for each working day that expires after such time until the Work is completed and ready for final payment.
- c. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.
- ~~2. Interim Completions and Substantial Completion: Contractor shall pay Owner _____ for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.~~
- ~~3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_____ for each working day that expires after such time until the Work is completed and ready for final payment.~~
- ~~4. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.~~

4.04 ~~Special Damages~~

- ~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

[Deleted]

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- B. Total Unit Price Work (subject to final Unit Price adjustment) \$5,949,410.75.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion ~~of the entire construction to be provided under the Contract Documents~~, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of five percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).

2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds.
 - a. _____(pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 17, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of:
 - a. SCHEDULE 1 – A-1 to A-18, B-1 To B-5, C-1 to C-3, D1 to D-5, F-1 to F-10, G-1 to G-19, H-1 to H-9, I-1 to I-35, J-1 to J-49, M-1 to M-48, N-1 to N-31 sheets with each sheet bearing the following general title: Madison Water System Improvements – Phase 2 – Base Bid A.
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 19, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

MADISON WATER SYSTEM IMPROVEMENTS PHASE 1B & PHASE 2
MADISON, SOUTH DAKOTA

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 11, 2021 (which is the Effective Date of the Contract).

OWNER:

City of Madison, SD

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

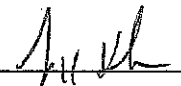
116 West Center Street

Madison, SD 57042

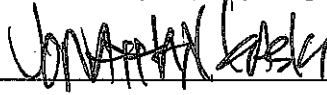
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Halme, Inc.

By: 

Title: President

Attest: 

Title: Project Manager

Address for giving notices:

45335 SD Hwy 28

Lake Norden, SD 57248

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Madison	Owner's Contract No.:	
Contractor:	Halme, Inc.	Contractor's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	22831.00.00
Project:	Madison Water System Improvements - Phase 1B & Phase 2	Contract Name:	Bid Schedule 1, Phase 2- Base Bid A
		Effective Date of Contract:	June 11, 2021

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2021 [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement; (Refer to Plan Sheet F-1 for Segment locations)

BID SCHEDULE 1 – PHASE 2 BASE BID A

1. Contractor agrees to complete all work in **SEGMENT-Y ON 9TH STREET BETWEEN WASHINGTON AVENUE AND PRAIRIE AVENUE** by the Interim Completion date of **AUGUST 15, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2021**.
2. Contractor agrees to complete all remaining work in **SEGMENT-Y** by the Interim Completion date of **OCTOBER 1, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by **NOVEMBER 15, 2021**.
3. Contractor agrees to complete all work in **SEGMENT-Z ON 8TH STREET BETWEEN EGAN AVENUE AND LEE AVENUE** by the Interim Completion date of **AUGUST 15, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2022**.
4. All remaining work will be substantially completed on or before **OCTOBER 1, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of Madison

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

BID SCHEDULE 2 Phase 2 – BASE BID B
CONTRACT DOCUMENTS
RURAL DEVELOPMENT'S COPY

PROJECT MANUAL

March 2021

Madison Water System Improvements Phase 1B & Phase 2 Madison, South Dakota

PREPARED FOR

City of Madison

PREPARED BY

Banner Associates, Inc.

www.bannerassociates.com

BAI No. 22831.00.00

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Madison ("Owner") and Halme, Inc. ("Contractor").

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SCHEDULE 2 – PHASE 2 BASE BID B:

- Furnish and Install approximately 3,169 LF of 12" diameter, 120 LF of 8" diameter, and 75 LF of 6" diameter water main;
- Furnish and Install approximately 1,424 LF of 12" watermain by directional drill
- Furnish and Install water tracer wire systems;
- Furnish and Install valves and appurtenances;
- Furnish and Install 967 SY of Erosion Control Blanket
- Strip, Stockpile and Reinstall approximately 2,264 CY of topsoil
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Madison Water System Improvements- Phase 1B & PHASE 2.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Banner Associates, Inc.
- 3.02 The Owner has retained Banner Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*

A. *BID SCHEDULE 2 – PHASE 2 BASE BID B*

1. All Work will be substantially completed on or before OCTOBER 1, 2021, which is defined as completion of all utility installation, restoration and seeding. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before NOVEMBER 15, 2021.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *BID SCHEDULE 2 – PHASE 2 BASE BID B*

- a. Substantial Completion: Contractor shall pay Owner \$900 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.
 - b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$450 for each working day that expires after such time until the Work is completed and ready for final payment.
 - c. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.
- ~~2. Interim Completions and Substantial Completion: Contractor shall pay Owner _____ for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.~~
- ~~3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_____ for each working day that expires after such time until the Work is completed and ready for final payment.~~
- ~~4. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.~~

4.04 — *Special Damages*

- A. ~~In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- B. ~~After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

[Deleted]

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- B. Total Unit Price Work (subject to final Unit Price adjustment) \$485,009.90.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of five percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 17, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of:
 - a. SCHEDULE 2 – A-1 to A-3, B-1, D1 to D-3, F-1 to F-2, G-1 to G-14, I-1 to I-10, N-1 to N-5 sheets with each sheet bearing the following general title: Madison Water System Improvements – Phase 2 Base Bid B.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 19, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-

competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

MADISON WATER SYSTEM IMPROVEMENTS PHASE 1B & PHASE 2
MADISON, SOUTH DAKOTA

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 11, 2021 (which is the Effective Date of the Contract).

OWNER:

City of Madison, SD

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

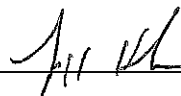
116 West Center Street

Madison, SD 57042

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

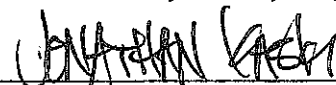
CONTRACTOR:

Halme, Inc.

By: 

Title: PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: PROJECT MANAGER

Address for giving notices:

45335 SD Hwy 28

Lake Norden, SD 57248

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner: City of Madison Owner's Contract No.:
Contractor: Halme, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00.00
Project: Madison Water System Improvements Contract Name: Bid Schedule 2 Phase 2- Base Bid B
– Phase 1B & Phase 2

Effective Date of Contract: June 11, 2021

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2021. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement;

BID SCHEDULE 2 – PHASE 2 BASE BID B

1. All Work will be substantially completed on or before **OCTOBER 1, 2021**, which is defined as completion of all utility installation, restoration and seeding. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2021**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

BID SCHEDULE 3 PHASE 1B – BASE BID
& BID ALTERNATES 1 & 2
CONTRACT DOCUMENTS
BONDING COMPANY'S COPY

PROJECT MANUAL

March 2021

Madison Water System Improvements Phase 1B
& Phase 2
Madison, South Dakota

PREPARED FOR

City of Madison

PREPARED BY

Banner Associates, Inc.

www.bannerassociates.com

BAI No. 22831.00.00

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Madison ("Owner") and J & J Earthworks, Inc. "Contractor").

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SCHEDULE 3 – PHASE 1B:

Base Bid

- Furnish and Install approximately 1,987 LF of 8" diameter and 3,271 LF of 6" diameter water main and associated service lines;
- Furnish and Install approximately 137 LF of watermain by directional drill
- Furnish and Install approximately 759 LF of 12" diameter, 370 LF of 10" diameter and 1,874 LF of 8" diameter gravity sewer with associated service lines;
- Furnish and Install approximately 212 LF of RCP storm sewer;
- Furnish and Install sanitary sewer and water tracer wire systems;
- Furnish and Install junction boxes, manholes, valves and appurtenances;
- Approximately 18,400 SY of full depth roadway reclamation;
- Furnish and Install approximately 7,630 SY of geotextile fabric for subgrade stabilization;
- Furnish and Install approximately 12,780 Tons of base course;
- Furnish and Install approximately 12,510 SY of base course, salvaged asphalt mix, 4" depth;
- Furnish and Install approximately 18,221 SY of asphalt concrete;
- Furnish and Install approximately 1,306 SY of PCC approach pavement;
- Furnish and Install approximately 7,150 LF of concrete curb & gutter;
- Furnish and install approximately 13,712 SF of concrete sidewalk;
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

Bid Alternate 1

- Furnish and Install approximately 1,110 LF of 12" diameter, 60 LF of 10" diameter and 182 LF of 6" diameter water main and associated service lines;
- Furnish and Install approximately 558 LF of 8" diameter gravity sewer with associated service lines;
- Furnish and Install sanitary sewer and water tracer wire systems;
- Furnish and Install manholes, valves and appurtenances;
- Approximately 5,490 SY of full depth roadway reclamation;
- Furnish and Install approximately 3,180 Tons of base course;
- Furnish and Install approximately 6,340 SY of base course, salvaged asphalt mix, 4" depth;
- Furnish and Install approximately 5,353 SY of asphalt concrete;
- Furnish and Install approximately 236 SY of PCC approach pavement;
- Furnish and Install approximately 2,457 LF of concrete curb & gutter;
- Furnish and install approximately 5,288 SF of concrete sidewalk;
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

Bid Alternate 2

- Furnish and Install approximately 1,643 LF of 8" diameter and 180 LF of 6" diameter water main and associated service lines;
- Furnish and Install approximately 593 LF of 8" diameter gravity sewer with associated service lines;
- Furnish and Install approximately 322 LF of RCP storm sewer;
- Furnish and Install sanitary sewer and water tracer wire systems;
- Furnish and Install junction boxes, manholes, valves and appurtenances;
- Approximately 4,470 SY of full depth roadway reclamation;
- Furnish and Install approximately 3,680 SY of geotextile fabric for subgrade stabilization;
- Furnish and Install approximately 3,740 Tons of base course;
- Furnish and Install approximately 4,730 SY of base course, salvaged asphalt mix, 4" depth;
- Furnish and Install approximately 4,382 SY of asphalt concrete;
- Furnish and Install approximately 596 SY of PCC approach pavement;
- Furnish and Install approximately 2,238 LF of concrete curb & gutter;
- Furnish and install approximately 3,777 SF of concrete sidewalk;
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Madison Water System Improvements- Phase 1B & PHASE 2.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Banner Associates, Inc.
- 3.02 The Owner has retained Banner Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates (Refer to Plan Sheets F-1 and F-2 for segment locations)*
- A. **BID SCHEDULE 3 – PHASE 1B**
1. Contractor agrees to complete all work in **SEGMENT-W & ALTERNATE 2** by the Interim Completion date of OCTOBER 1, 2021 which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by NOVEMBER 15, 2021.
 2. All Work remaining will be substantially completed on or before OCTOBER 1, 2022, which is defined as completion of all utility installation, concrete work and

final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *BID SCHEDULE 3 – PHASE 1B AND BID ALTERNATES 1 AND 2*

- a. Interim Completions and Substantial Completion: Contractor shall pay Owner \$1,700 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.
- b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$850 for each working day that expires after such time until the Work is completed and ready for final payment.
- c. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.

~~2. Interim Completions and Substantial Completion: Contractor shall pay Owner _____ for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.~~

~~3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_____ for each working day that expires after such time until the Work is completed and ready for final payment.~~

~~4. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.~~

~~4.04~~ *Special Damages*

- ~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

[Deleted]

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- B. Total Unit Price Work (subject to final Unit Price adjustment) \$4,854,199.55.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion ~~of the entire construction to be provided under the Contract Documents~~, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of five percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 17, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of:
 - a. SCHEDULE 3 – A-1 to A-11, B-1 To B-8, C-1 to C-3, D1 to D-5, F-1 to F-4, G-1 to G-18, H-1 to H-7, I-1 to I-18, J-1 to J-27, G-1.1 to G-1.2, H-1.1 to H-1.2, I-1.1 to I-1.4, J-1.1 to J-1.7, G-2.1 to G-2.2, H-2.1 to H-2.2, I-2.1 to I-2.7, J-2.1 to J-2.11, M-1 to M-30, M-1.1 to M-1.7, M-2.1 TO M-2.7, N-1 TO N-26 sheets with each sheet bearing the following general title: Madison Water System Improvements – Phase 1B.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 19, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
- b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

MADISON WATER SYSTEM IMPROVEMENTS PHASE 1B & PHASE 2
MADISON, SOUTH DAKOTA

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 11, 2021 (which is the Effective Date of the Contract).

OWNER:

City of Madison, SD

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

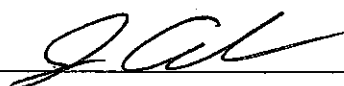
116 West Center Street

Madison, SD 57042

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

J & J Earthworks, Inc.

By: 

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Office Manager

Address for giving notices:

1002 South Madison Street

Milbank, SD 57252

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Madison	Owner's Contract No.:	
Contractor:	J&J EarthWorks, Inc.	Contractor's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	22831.00.00
Project:	Madison Water System Improvements – Phase 1B & Phase 2	Contract Name:	Bid Schedule 3 Phase 1B- Base Bid and Bid Alternates 1 & 2
		Effective Date of Contract:	June 11, 2021

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on , 2021. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement; **Refer to Plan Sheets F-1 and F-2 for segment locations)**

A. BID SCHEDULE 3 – PHASE 1B

1. Contractor agrees to complete all work in **SEGMENT-W & ALTERNATE 2** by the Interim Completion date of **OCTOBER 1, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by **NOVEMBER 15, 2021**.
2. All Work remaining will be substantially completed on or before **OCTOBER 1, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

June 9, 2021

Jameson Berreth
City Administrator
City of Madison
116 West Center Street
Madison, SD
605.256.7501
jameson.berreth@cityofmadisonsd.com

RE: Professional Services Proposal for
Capital Improvement Planning
Madison, South Dakota



Jameson,

ISG appreciates the opportunity to provide a professional services proposal for the development of a Capital Improvement Plan (CIP) for the City of Madison, South Dakota. In an effort to outline the capital improvement projects that will be needed in the next five years, ISG is eager to work with the City to confirm the current goals for ongoing maintenance, replacements, and improvement efforts.

With focused expertise and experience providing similar services for municipalities across South Dakota, Minnesota, and Iowa, ISG has prepared the following scope of services to assist the City with these needs.

PROJECT IDENTIFICATION + PRIORITIZATION

ISG will meet with City staff and other officials as necessary to complete an infrastructure assessment and facility assessment of items that should be included in a five-year priority list for a CIP. The categories typically include:

- Public Facilities
- Water System
- Wastewater System
- Storm Sewer System
- Street + Sidewalk Infrastructure
- Park + Recreation Infrastructure

As improvements are identified through the assessment process, a Project Priority List (PPL) with Opinion of Probable Cost will be developed and presented to the City and Commission. Once the PPL is approved by City staff, ISG will provide recommendations to establish a budget for the improvements and identify potential funding opportunities. This will allow the City to proactively plan and budget for the intended capital improvement projects and plan for potential grant and loan funding opportunities.

A draft report of findings and recommendations will be submitted for City review. Following review, final comments and feedback from City staff will be incorporated. Upon receiving City approval, electronic and paper copies of the final updated CIP report will be prepared and presented to the City Commission.

SCHEDULE

ISG anticipates a comprehensive CIP will take three (3) months to complete, depending on City and Commission availability.

350+
EMPLOYEES

44
STATES LICENSED

ZWEIG GROUP
HOT FIRM LIST FOR 2020

TOP 500
2021 ENR FIRM

COMPENSATION

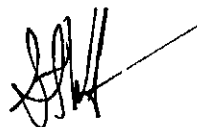
As a Heartland Consumer Power District community, the City of Madison will receive a discounted fee for CIP services. With the discount (valued at \$5,000), ISG can perform the aforementioned scope of work for a fee not to exceed **\$48,500**.

Please reach out with any questions regarding ISG's services or this proposal. Upon approval of this proposal, please sign the Acknowledgment of Acceptance below and return a copy to our office or by email. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,



David Doxtad, PE
President



Steve Watson
Development Strategist

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2021.

Name: _____

Title: _____

Signature: _____

This proposal is valid for 30 days.