

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, June 23, 2020

- 1. Pledge of Allegiance**
- 2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 and 605-882-6297**
- 3. Conflict of interest items**
- 4. Action to approve the agenda**
- 5. Action to approve the minutes of June 16, 2020**
- 6. Monthly reports**
 - a. Emergency Management**
 - b. Sheriff**
- 7. Discussion/possible action to enact, by resolution, the County's ban on opening burning**
- 8. Action to approve a video system upgrade in the Detention Center**
- 9. Action to accept the resignation of Sheriff Sergeant, Mike Gubka**
- 10. Action to hire a deputy Sheriff to fill a vacancy**
- 11. Action to approve a plat resolution of the Boydston Addition in Sheridan Township**
- 12. Action to adopt a discretionary formula for reduced taxation of new structures and additions**
- 13. Action to adopt a resolution regarding Treasurer's administrative fees**
- 14. Action to approve an agreement for the Willow Creek Stabilization project**
- 15. Discussion/possible action to approve the purchase of a side dump trailer**
- 16. Note Independence Day office closures**
- 17. Discussion/possible action on COVID-19 practices and procedures**
- 18. Action to approve claims for payment**
- 19. Action to approve automatic budget supplements**
- 20. Action to approve personnel changes**
- 21. Action to approve travel requests**

22. Public Notices – a possible quorum of Commissioners could be in attendance at:
a.

23. Old Business

24. New Business

25. Open

- a. **Public Comments**
- b. **Commission Comments**

26. Action to enter into Executive session per SDCL 1-25-2

- (1) **Discussion of personnel issues**
- (2) **Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) **Preparing for contract negotiations with employees or employee's representatives**
- (4) **Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

27. Action to adjourn until 9:00 a.m., Tuesday, July 7th, 2020; at the Codrington County Courthouse

Codrington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

**Official Proceedings
County of Codington, Watertown, South Dakota
Codington County Courthouse
14 1st Ave SE**

June 16, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, June 16, 2020, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Brenda Hanten, presiding. Commissioner, Lee Gabel, lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT

Chair Hanten called for public comments for the Open, none were forthcoming.

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

AGENDA APPROVED

Motion by Gabel, second by VanDusen, to approve the June 16 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of June 9, 2020; all voted aye; motion carried.

MONTHLY REPORTS

Facilities Manager, Steve Molengraaf, reported on the following: Courthouse – offices have been supplied with plexiglass shields as applicable and all offices are now open to the public. Detention Center – the food storage room has been completed. Extension Center Complex – the Ag. Committee is looking at fencing updates inside the sale ring, building a new sale block, and installing additional electrical outlets in the barn area. Weed Dept. – the poison hemlock larvae collection in Rapid City has been completed along with distribution of same in area Counties, and roadside spraying has started. Memorial Park – Campground Manager, Scott Wahl, was present and updated the Board on events at Memorial Park. The Campground Managers intend to explore a cloud based computer system for the campground in the future, winds and recent storms have caused tree damage at the Park causing a disruption to the power and phone lines, the campground has been full the past few weekends with waiting lists for camping spots in the upcoming weekends, and the campground is currently experiencing a shortage of firewood to sell. **Highway Supt., Rick Hartley**, updated the Board on the following: patching has been completed, plugged culverts have been replaced and ends have been cleaned out, 4 spots on County 8-1 are in the process of being built up, rip rap is being stockpiled for future needs, the damaged bridge rail has been repaired and a bill has been submitted to the responsible insurance company, tree damage has been cleaned up on several County roads after recent winds and storms, a three inch rain on June 9th has resulted in the closure of County road 10 in the Henry area, and Blattner Energy has started the 2nd phase of the wind tower project, are narrowing up approaches, along with cleaning up in the area of the 1st phase of the project. There are numerous miles of black top that will need replacing in the area of the 1st phase.

SHOP FOREMAN EQUIPMENT MECHANIC JOB DESCRIPTION

Highway Supt., Rick Hartley, presented the Board with a job description, of the Shop Foreman Equipment Mechanic position, for their approval. Motion by Gabel, second by Waterman, to approve the job description. The Highway Supt. indicated this job description includes an increased pay scale and

Codington County, June 16, 2020

moves the current Mechanic to a Shop Foreman position. The pay scale for this position will be added to the County's payroll resolution. Discussion was held regarding the minimum qualifications portion of the job description. Upon vote of the Board; all voted aye; motion carried.

HUMAN RESOURCE AND LABOR NEGOTIATION SERVICES PROPOSALS

Commissioner Gabel reviewed the two proposals received for Human Resource and Labor Negotiation Services.

<u>VENDOR</u>	<u>AMOUNT</u>
HR Executive Partners, Bloomington, MN	\$4,000.00 per mo.
Multi Business Solutions, Fergus Falls, MN	\$2,400.00 per mo.

Motion by Gabel, second by VanDusen, to accept the proposal from Multi Business Solutions. Commissioner Gabel noted that while the services within the proposals are very comparative, the proposal from HR Executive Partners included a wage and compensation study. When that cost is removed from the monthly proposed amount the amount remains higher than the proposed amount from Multi Business Solutions. Upon vote of Commissioner Gabel's motion; all voted aye; motion carried.

EMPLOYEE CELL PHONE STIPEND

Facilities Manager, Steve Molengraaf, requested a \$25.00 monthly cell phone stipend for Maintenance employee, Bryan Bleeker, effective June 1, 2020. Motion by Gabel, second by Waterman, to approve the cell phone stipend as requested by the Facilities Manager; all voted aye; motion carried.

PERSONNEL CHANGES

Steve Kjellsen, Temporary COVID-19 Customer Monitor, \$15.00 per hour, effective June 3, 2020; Adam Reeves, Deputy Sheriff, anniversary step increase, step 7/\$26.37 per hour, effective 6/1/2020; Todd Warne, promoted to Highway Shop Foreman Equipment Mechanic, step 14/\$26.28 per hour, effective 1/1/2020; Jeff Argo, Highway Maintenance II, anniversary step increase, step 5/\$20.98 per hour, effective 7/1/2020; Robyn Riter, Highway Maintenance II, anniversary step increase, step 8/\$22.71 per hour, effective 7/1/2020; Jenna Degen, new hire, Sheriff's Criminal Civil Support Coordinator, step 7/\$20.25 per hour, effective 6/15/2020; and David Hanchett, Seasonal Weed Sprayer, step 1/\$14.50 per hour, effective 6/1/2020. Motion by VanDusen, second by Gabel, to approve the aforementioned personnel changes; all voted aye; motion carried.

TRAVEL REQUEST

Motion by Gabel, second by Waterman, to approve a travel request authorizing the Welfare Director to present at a South Dakota Department of Corrections annual training; all voted aye; motion carried.

BURN BAN ORDINANCE

The Board held a brief discussion regarding the possibility of enacting the County's burn ban ordinance at an upcoming meeting. Discussion was also held regarding the discharge of fireworks on Lake Kampeska and at Memorial Park. Watertown City Council President, Glen Vilhauer, participated in the fireworks discussion via telephone conference.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Johnson, second by Waterman, to adjourn at 10:05 a.m., until 9:00 a.m., Tuesday, June 23, 2020; all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____



PROPOSAL

May 22, 2020

Matt Blackwelder
Chief Corrections Officer
Codington County Detention Center
14 1st Ave SE
Watertown, SD 57201
605-882-6284

RE: Video System Upgrade

Matt:

It is ITS's pleasure to present Codington County with the following proposal to provide equipment for your upcoming project. I have proposed the appropriate equipment per our conversations and drawings.

All prices are delivered and installed and are valid for thirty (30) days from the date of this proposal. Proposal does include applicable tax for South Dakota.

Once again, we thank you for the opportunity to earn your most valued business. Integrated Technology & Security will closely with you to ensure a smooth installation. I personally look forward to partnering with you on this project. Please feel free to contact me at 605-321-8827 with any questions or concerns.

Best Regards,

James Straatmeyer

Recommended Proposed Equipment

Phase 1 – Video Security Upgrade

\$31,210

This proposal will replace the existing analog DVRs. We will install a central server and workstation with multiple monitors in the control room. This system is over-built with the intention of phasing in IP cameras over the next year or two throughout the facility. We will install a 48-port switch and other equipment as needed to facilitate this future expansion.

This proposal is based around Milestone Video Management software. Milestone is the only approved VMS for the State of South Dakota and in use by all state locations including department of corrections. Milestone is extremely scalable and will fit the current needs of the county as well as be able to expand however needed in the future.

We will install Axis analog encoders in place of the existing DVRs. These devices will eventually be phased out when the IP cameras are installed. Note that we will continue to utilize the existing analog cameras with this phase.

1 – Milestone Professional Plus Base License	\$389
1 – Milestone Professional Plus Device License	\$3691
1 – Milestone Professional Plus Device License (3-year CarePlus)	\$1289
1 – Axis S1148 64TB Server (240GB SSD, 8x8TB Drives, 16GB Ram, Windows 10 Enterprise)	\$12,059
5 – Axis M7016 Encoder (16 Channel Analog Encoder)	\$4303
4 – Axis T8705 Network Video Decoder	\$1030
1 – Cisco 48-Port POE+ Switch	\$903
1 – Dell Desktop Workstation with 4-Port Video Card	\$1820
2 – Samsung 43” TV	\$728
1 – Dell 27” Monitor	\$260
2 – General TV Wall Mount	\$70
1 – APC 1500 UPS (Control Room Monitors/Computer)	\$198
400 – Cat5e Riser Cable	\$60
1 – Leviton 24-Port Quick-Port Panel	\$65
Misc. Hardware, Mounting Hardware, Conduit, Etc.	\$250
Professional Installation	\$4095

Installation Scope of Work

SCOPE OF WORK

- Install and program equipment as listed above
- Install a new monitors in the control room area
- Install a new server/switch in the basement equipment room
- Remove existing equipment

EXCLUSIONS

- Owner to provide network connection for communication (email, text, etc.)
- Troubleshooting any failed existing cameras including adjusting/focusing

DISCLAIMER

- This proposal includes reconnecting a couple HIK IP cameras that were recently installed. The customer has been made aware of H.R.5515 John S McCain Defense Authorization ban on Hangzhou Hikvision Digital Technology Company. This ban has also been adopted by the State of South Dakota preventing any use on state government networks. As this ban includes a 'blacklist' clause for any integrator maintaining or installing HIK equipment, ITS will require a signed agreement that we are not maintaining or installing this equipment as it was already existing.

Acceptance of Contract

The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. Integrated Technology & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of the corporation or individual. (As applicable). Prices valid for thirty days from date above. TERM: It is agreed by both parties hereto that this Agreement shall continue in force for a period of twelve (12) months from effective date. Final billing amount may vary pending equipment additions or deletions to originally accepted proposal.

Terms: Net 30 after substantial completion

Signature

Date of Acceptance

EXCLUSIONS WHICH APPLY TO ENTIRE QUOTE UNLESS NOTED

All permits secured by others.
Union Labor
Work performed over 12 ft
Quote based on drop tile ceiling installation. Hard ceiling would require additional charges.
Any and all 110 VAC electrical work
Acts of God
Weather related delays
Work incurred due to hidden conditions
Labor strikes
Customer requested changes and revisions to original scope of work
Handling of hazardous materials such as but not limited to asbestos
Vandalism or damage to equipment by others after equipment has been installed
Delays caused by others outside of Integrated Technology & Security control
Coordination of other trades not covered under Integrated Technology & Security contract or scope of work
Pricing valid for 30 days unless otherwise specified

This proposal is based upon your acceptance of the provisions of one of the following signed agreements:

- ☐ ****Your signed ITS Comprehensive Agreement ("DCA") on file with ITS.**
- ☐ **Your Master Agreement on file with ITS. *Note: The Sale of Fire Product under a Master Agreement is subject to ITS review and approval.***
- ☐ **ITS's Offer of Sale Terms of ITS's Memorandum of Agreement. *Note: Fire Product cannot be purchased under the Sale of Terms of the Memorandum of Agreement.***

**** Note: IF THIS PROPOSAL CONTAINS FIRE PRODUCTS, THE FOLLOWING APPLIES:**

- All equipment installations are subject to the final approval by the local AHJ/Fire Department (FD). Any changes needed to meet local requirements will be billed separately.
- Except as specifically stated in the proposal, fire alarm permits and fire system AHJ/FD inspection fees are not included.
- Pricing is based on all work being performed during normal work hours: M-F 8:00 a.m. to 5:00 p.m.
- Pricing includes fire alarm system submittal packages for the local AHJ and customer. Extra sets are available for an additional charge.
- Integrated Technology & Security inspects and tests the fire system function and not the system design. ITS neither verifies nor assumes any liability for the system design when conducting a fire system inspection and test.

Terms: Fire Products Sales are based on Purchaser acceptance of the provisions of ITS's Comprehensive Agreement (DCA).

Michael J. Gubka
17511 US Highway 81
Watertown, SD, 57201


6-5-2020

Brad Howell
Sheriff
Codyington County Sheriff's Office
14 1st Ave SE
Watertown, SD, 57201

Dear Sheriff Howell:

I am submitting of my 2 weeks' notice on June 5, 2020. I will conduct my last day of employment with the Codyington County Sheriff's Office on June, 19th 2020 at 1700. I have accepted a position of employment outside the Codyington County Sheriff's Office.

Sincerely,

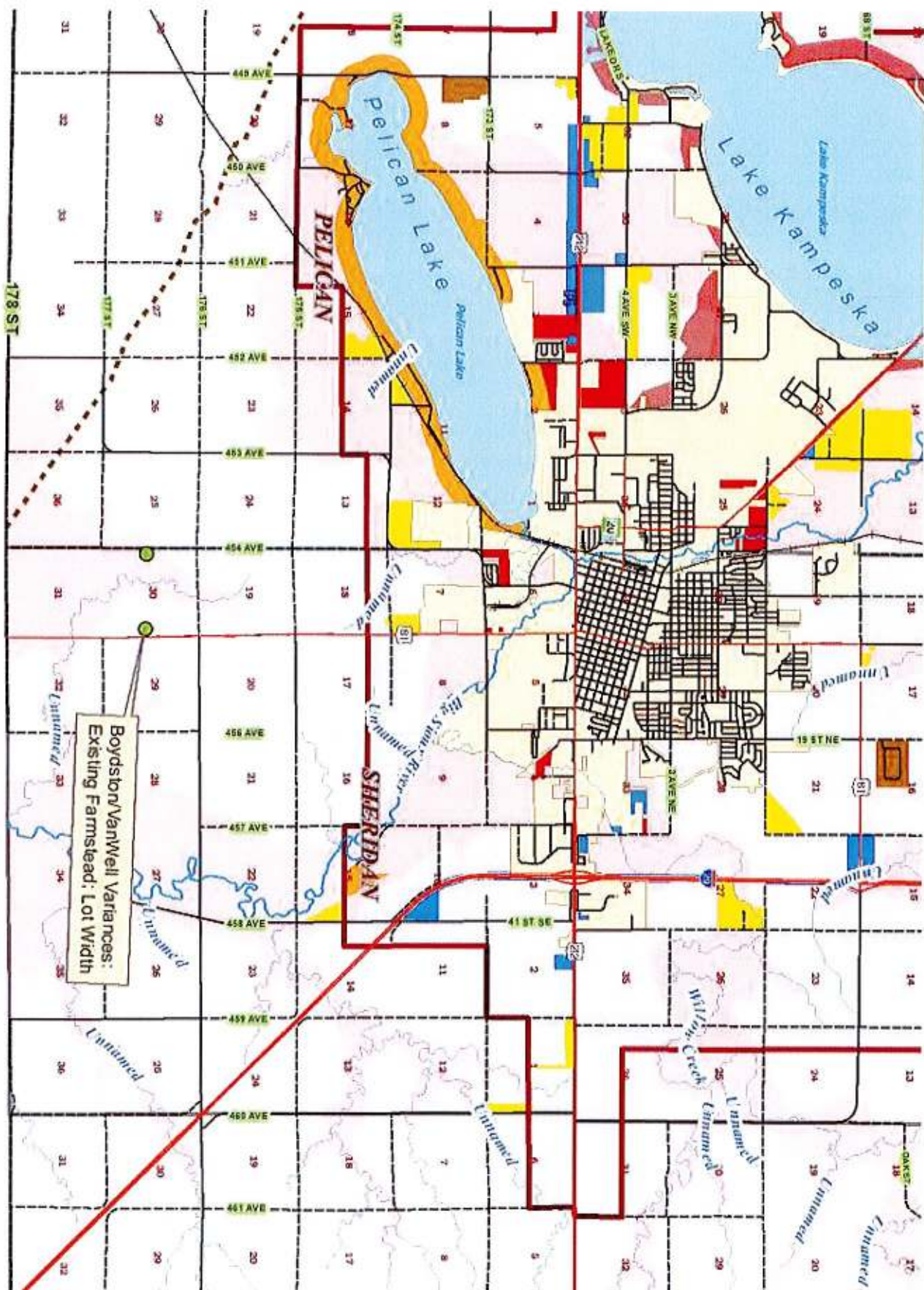


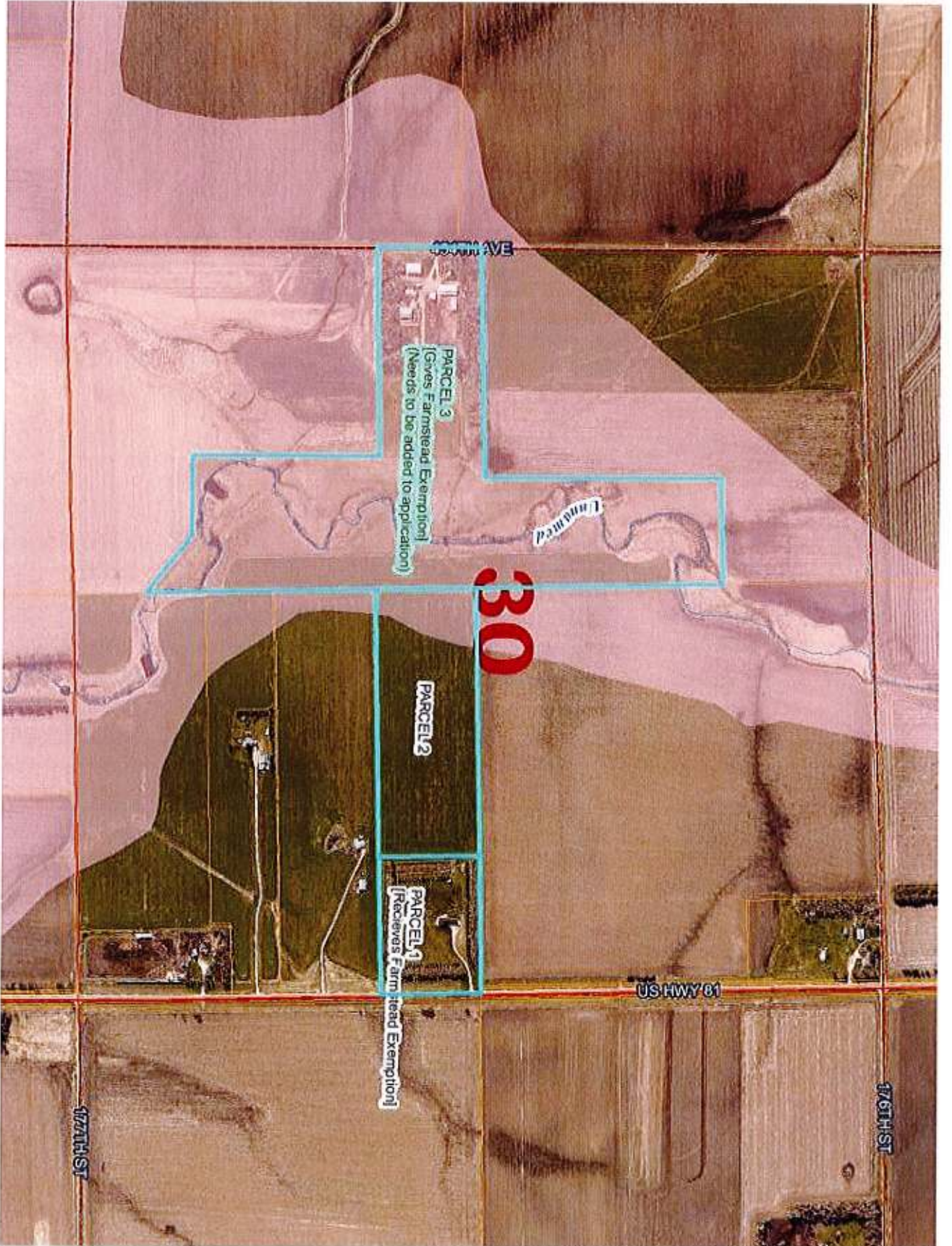
Michael J. Gubka

Boydston Plat

Plat of Boydston Addition in the North Half of the Southeast Quarter of Section 30,
Township 116 North, Range 52 West of the 5th P.M., Codington County, South Dakota
(Sheridan Township)

Plat Approval



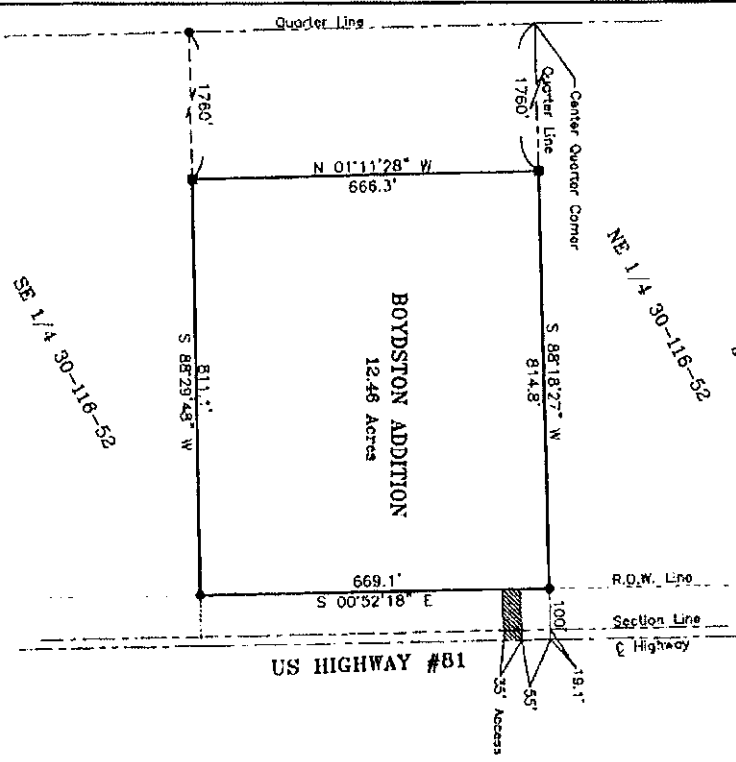


BOYDSTON ADDITION

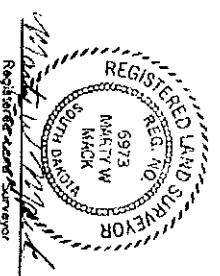
Located in the North Half of the Southeast Quarter of Section 30, Township 116 North, Range 52 West of the 5th P.M., Codington County, South Dakota.



April, 2019
 Scale: 1"=200'
 Monument Recovered
 Monument Set



Mack
 Land Surveying, LLC
 Cody (905) 863-1108 • Fax: (905) 878-3007
 322 30th St. NW • Whitecourt, AB T9A 1C1
 Canada/Canada, AB



RESOLUTION 2020-14
Discretionary Formula SDCL 10-6-35.2
(Replaces Resolution 2019-7)

WHEREAS, the County of Codington, State of South Dakota has deemed it in the best interest of the County to adopt a Resolution implementing a Discretionary Formula for the reduced taxation of new structures and additions and partially constructed structures pursuant to SDCL 10-6-35.2.

NOW, THEREFORE, BE IT RESOLVED, that the following properties shall be, and hereby are, specifically classified for the purpose of taxation pursuant to SDCL § 10-6-35.2:

Any new industrial structure, including a power generation facility, or an addition to an existing structure, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-35.2(2));

Any new commercial structure, or any addition to an existing structure, except a commercial residential structure as described in SDCL § 10-6-35.2(5), if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-35.2(4));

Any new commercial residential structure, or addition to an existing structure, containing four or more units, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-35.2(5));

Any new nonresidential agricultural structure, or any addition to an existing structure, if the new structure or addition has a full and true value of ten thousand dollars or more (SDCL § 10-6-35.2(3)); and

BE IT FURTHER RESOLVED, that any structure classified pursuant to this Resolution shall, following construction, initially be valued for taxation purposes in the usual manner, and that value shall be referred to in this Resolution as the “Pre-Adjustment Value”; and

BE IT FURTHER RESOLVED, that the assessed value to be used for tax purposes of any structure classified pursuant to this Resolution shall, following construction, be calculated as follows:

- a. For the first tax year following construction, 0% of the Pre-Adjustment Value;
- b. For the second tax year the following construction, 0% of the Pre-Adjustment Value;
- c. For the third tax year following construction, 0% of the Pre-Adjustment Value;
- d. For the fourth tax year following construction, 0% of the Pre-Adjustment Value;
- e. For the fifth tax year following construction, 0% of the Pre-Adjustment Value; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners may, if requested by the owner of any of the above described property, not apply the above formula, in which case the full assessment shall be made without application of the formula. Upon waiving this formula for the structure of one owner, the Board of County Commissioners is not prohibited from applying the formula for subsequent new structures by that owner; and

BE IT FURTHER RESOLVED, that for purpose of this Resolution, the assessed valuation during any of the five years may not be less than the assessed valuation of the property in the year preceding the first year of the tax years following construction; and

BE IT FURTHER RESOLVED, that any structure that is partially constructed on the assessment date may be valued for tax purposes pursuant to this Resolution and the valuation may not be less than the assessed valuation of the property in the year preceding the beginning of construction; and

BE IT FURTHER RESOLVED, that following the five-year period under this section, the property shall be assessed at the same percentage as is all other property for tax purposes.

Approved this 23rd day of June, 2020

Brenda Hanten, Codington County Commission chair

ATTEST:

Cindy Brugman, Codington County Auditor

(Seal)

RESOLUTION 2020-16
Establishment of an Administrative Fee for Certain Title and Registration Services
SDCL 32-3-18.1

WHEREAS, the County of Codington, State of South Dakota allows applicants to title motor vehicles and large boats entirely by mail; and

WHEREAS, any title, interstate title and initial registration applications that are processed entirely by mail are more time consuming and result in higher administrative expenses and allocation of staff time for the Treasurer's Office; and

WHEREAS, SDCL 32-3-18.1 allows counties to charge an administrative fee for applications for title, interstate title and initial registrations completed entirely by mail; and

WHEREAS, pursuant to SDCL 7-8-20(7), the Codington County Commission is empowered with the responsibility to super intend the fiscal concerns of the county and secure their management in the best possible manner;

NOW, THEREFORE, BE IT RESOLVED, that, as of July 1, 2020, the Codington County Treasurer's Office will charge an administrative fee of \$25.00 for any title, interstate title or initial registration application that is received and processed entirely by mail.

Approved this 23rd day of June, 2020

Brenda Hanten, Codington County Commission chair

ATTEST:

Cindy Brugman, Codington County Auditor

(Seal)

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

This Agreement is by and between Codington County, South Dakota ("Owner") and
Deutsch Excavating, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 *The Contractor shall perform all Work associated with the construction of this Project as set forth in the Contract Documents. The scope of Work shall include all labor, materials, equipment, tools, services, and the like required by the Contract Documents or otherwise necessary for the completion of the Project. The Contract Items shall include those Bid Items indicated on the Notice of Award with the estimated quantities and unit prices listed in the accepted Bid Schedule.*
- 1.02 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- *Install riprap along Willow Creek bank.*
 - *Additional items as set forth in the 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: *Willow Creek Bank Stabilization.*

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained *Clark Engineering Corporation* ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is 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. The Work will be substantially complete ***within 21 calendar days and on or before October 16, 2020*** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ***thirty (30) calendar days have expired from the date the Engineer determines the Work to be substantially complete.***

4.05 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 Contract Times, as duly modified. 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. ***Substantial Completion:*** Contractor shall pay Owner ***the amount according to the Schedule of Liquidated Damages below shall be deducted from the amount due or that may become due the Contractor*** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. ***Completion of Remaining Work:*** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner ***Engineer shall deduct from final pay request the amount according to the Schedule of Liquidated Damages below*** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

D. *Schedule of Liquidated Damages*

<i>Original contract amount</i>		<i>Amount of liquidated damages per calendar day</i>
<i>From More Than</i>	<i>To and Including</i>	
\$0	\$50,000	\$300.00
\$50,000	\$100,000	\$450.00
\$100,000	\$500,000	\$650.00
\$500,000	\$1,000,000	\$950.00
\$1,000,000	\$2,000,000	\$1250.00
\$2,000,000	\$4,000,000	\$1500.00
\$4,000,000	\$6,000,000	\$1650.00
\$6,000,000	\$8,000,000	\$1900.00
\$8,000,000	\$10,000,000	\$2150.00
\$10,000,000	Over \$10,000,000	\$2300.00

4.06 *Special Damages*

- A. 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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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).

BID SCHEDULE						
Line Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Cost	Item Total
1	009E0010	Mobilization	Lump Sum	LS	\$ 4,000.00	\$ 4,000.00
2	110E0600	Remove Fence	300	Ft	\$ 1.25	\$ 375.00
3	110E1010	Remove Asphalt Concrete Pavement	400.0	SqYd	\$ 4.00	\$ 1,600.00
4	110E1693	Remove Erosion Control Wattle	140	Ft	\$ 3.00	\$ 420.00
5	120E0010	Unclassified Excavation	1,020	CuYd	\$ 8.25	\$ 8,415.00
6	230E0010	Placing Topsoil	417	CuYd	\$ 5.00	\$ 2,085.00
7	320E1050	Class E Asphalt Concrete	111.0	Ton	\$ 170.00	\$ 18,870.00
8	330E0010	MC-70 Asphalt for Prime	0.5	Ton	\$ 8,000.00	\$ 4,000.00
9	330E0100	SS-1h or CSS-1h Asphalt for Tack	0.2	Ton	\$ 7,000.00	\$ 1,400.00
10	620E0020	Type 2 Right-of-Way Fence	332	Ft	\$ 5.50	\$ 1,826.00
11	620E0520	Type 2 Temporary Fence	507	Ft	\$ 2.50	\$ 1,267.50
12	633E1400	Pavement Marking Paint, 4" White	300	Ft	\$ 1.25	\$ 375.00
13	634E0110	Traffic Control Signs	131.4	SqFt	\$ 10.00	\$ 1,314.00
14	634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	\$ 2,300.00	\$ 2,300.00
15	634E0275	Type 3 Barricade	1	Each	\$ 300.00	\$ 300.00
16	700E2010	Special Riprap	827.4	Ton	\$ 26.50	\$ 21,926.10
17	734E0010	Erosion Control	Lump Sum	LS	\$ 1,500.00	\$ 1,500.00
18	734E0132	Type 2 Turf Reinforcement Mat	260	SqYd	\$ 3.50	\$ 910.00
19	734E0154	12" Diameter Erosion Control Wattle	140	Ft	\$ 5.50	\$ 770.00
20	734E0165	Remove and Reset Erosion Control Wattle	40	Ft	\$ 3.00	\$ 120.00
21	734E0630	Floating Silt Curtain	250	Ft	\$ 11.00	\$ 2,750.00
22	831E0110	Type B Drainage Fabric	788	SqYd	\$ 3.00	\$ 2,364.00
Total Items 1 through 22					\$	78,887.60

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. 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 the basis of Contractor's Applications for Payment **twice** 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. **90** percent of the value of the Work completed (with the balance being retainage).
 - b. **90** percent of cost of materials and equipment not incorporated in the Work ***in accordance with the paragraph below*** (with the balance being retainage).
 - c. ***If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Partial progress payments will be made upon written request by the Contractor on specific items as listed herein which are stockpiled in a manner and location satisfactory to the Engineer. All material for which an allowance is requested shall be stored in an approved manner in areas where damage from flood waters is not likely to occur. If at any time stored materials are lost or become damaged by floods, or in any other manner, the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage, the amount so allowed or a proportionate part thereof shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made. No payment on stockpiled materials as specified herein shall be made on fuel, hardware such as bolts, plates, etc., supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction, nor on items when unit bid prices are obviously unbalanced as compared to the Engineer's estimated unit prices prepared prior to the letting.***
- B. Upon Substantial Completion, 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, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest *per State of South Dakota law*.

ARTICLE 7—CONTRACT DOCUMENTS7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by referenced) consisting of **22** sheets with each sheet bearing the following general title: ***Willow Creek Bank Reconstruction***.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. ***Contractor's Bid (Pages 1 to 7, inclusive)***.
 - 8. 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 Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 5. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 6. 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.
 7. 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.
 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 10. 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.

8.02 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 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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.

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

This Agreement will be effective on 5/19/2020 (which is the Effective Date of the Contract).

Owner:

Codington County, South Dakota

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

1201 10th St. NW

Watertown, SD 57201

Phone: **(605) 882-6271**

Email: **cchighwaydepartment@vastbb.net**

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

Contractor:

Deutsch Excavating, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1105 18th St NE
Watertown, S.D. 57201

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

1309 13th Ave SE

Watertown, SD 57201

Phone: **(605) 884-0788**

Email: **cldeutsch@wat-mideo.net**

License No.:

(where applicable)

State:

**MACHINE SPECIFICATIONS**

TK60SSD-43	SUSPENSION: 49"/50" SPACING
TK60SSD-43 STEEL SIDE DUMP	21K STD LIFE BRAKES W/6"AUTOSLAC
48" 5TH WHEEL HEIGHT	STANDARD AXLE
STANDARD KINGPIN	2S1M ANTI-LOCK BRAKE SYSTEM
OVERALL LENGTH - 42'11"	STEEL HUB-PILOTED-CAST DRUM
OVERALL WIDTH - 102"	8.25X22.5 STEEL WHEELS (INSIDE)
TUB LENGTH - 36'	8.25X22.5 STEEL WHEELS (OUTSIDE)
CAPACITY (WATER LEVEL) 23 CU YD	11R22.5 TIRES 14PLY
CAPACITY (FULL) 31 CU YD	PLASTIC FRONT FENDERS
TUB SHEETS: .250 ABRASION RESIST	PLASTIC REAR FENDERS
TUB CNTRLs: TRAILER MOUNTED VLV	STANDARD MUDFLAPS
WIRED REMOTE	TOP CYLINDER REMOTE GREASE LINE
HEAVY DUTY PUSH BLOCK	DOCUMENT HOLDER 4 1/2" ROUND
NO PUP CONTROLS	NO TARP
TRI AXLE: 23K AIR RIDE W/REARLIFT	GREY S7230 W/BLACK DECALS

SELL PRICE	\$49,883.56
NET TRADE DIFFERENCE	\$49,883.56
AFTER TAX BALANCE	\$49,883.56

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Jon Snedeker
 Machine Sales Representative JonSnedeker@butlermachinery.com
 605-251-3080

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
INV#61825 - COVID SIGNS	101 - 120.0 - 426.00	ELECTION	410.00

TOTAL: 410.00

Claim Of:
JURGENS PRINTING
112 NORTH BROADWAY
WATERTOWN, SD 57201

156998

Amount Allowed: \$ 410.00

<-- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 06/23/2020 .

Chairman / authorized agent

Authorized Official

Date

[Signature]

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
INV#74933 - BUSINESS CARDS	101 - 151.0 - 426.00	ST.ATTY./CRIME	25.00
INV#75065 - ENVELOPES	101 - 211.0 - 426.00	SHERIFF	187.00
INV#75042 - LEAVE REQUESTS	101 - 211.0 - 426.00	SHERIFF	91.00

TOTAL: 303.00

Claim Of:
PRINT 'EM NOW
900 4 AV SW
WATERTOWN, SD 57201

Amount Allowed: \$ 303.00

<- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 06/23/2020 .

Chairman / authorized agent

Authorized Official

Date

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
ACCT END:0786 - CHEVRONS	101 - 211.0 - 426.00	SHERIFF	119.88
ACCT END:0786 - STAMPS	101 - 211.0 - 426.00	SHERIFF	110.00
ACCT END:0786 - FUEL	101 - 211.0 - 427.00	SHERIFF	15.22
ACCT END:0786 - MENARDS	101 - 212.0 - 426.00	COUNTY JAIL	56.57

TOTAL: 301.67

Claim Of:
VISA

PO BOX 30131
TAMPA, FL 33630-3131

Amount Allowed: \$ 301.67

<-- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 06/23/2020 .

Chairman / authorized agent

Authorized Official

Date



CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
ACCT END:0760 - MENARDS	226 - 222.0 - 429.20	EMERGENCY MANAG	14.98

TOTAL: 14.98

Claim Of:
VISA

PO BOX 30131
TAMPA, FL 33630-3131

Amount Allowed: \$ 14.98

<-- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 06/23/2020 .

Chairman / authorized agent

Authorized Official

Date

