

AGENDA
Mobridge City Council
Special Meeting
Thursday August 20, 2026 3:30 P.M.
City Hall

1. Call to Order & Roll Call
2. Approve contract with Journey Construction for wastewater treatment plant project
3. Approve Notice to Proceed with wastewater treatment plant project
4. Approve paying for half of the material expense to re-side the MYO shed and concession stand
5. Adjournment

Zoom: <https://us02web.zoom.us/j/84911990848?pwd=S40FwJuUOe3RRf2AUSg4pOeWrbbqR7.1>

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

This Agreement is by and between City of Mobridge ("Owner") and Journey Construction ("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 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of construction of new aeration basins, final clarifier, biosolids dewatering system, and misc. site work items.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wastewater Treatment Plant Improvement Project.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Moore Engineering, Inc. ("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 Moore Engineering, Inc.

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 within Base Bid and Alternate 1 will be substantially complete on or before October 1, 2027 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 22, 2027.
- 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 \$1,500 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 \$1,000 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 Milestones, 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.

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 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 on or about the 2nd Wednesday 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. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been 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. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 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 up to 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 at the rate of the minimum allowed by law.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *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 reference) the following general title: Wastewater Treatment Plant Improvement Project.
 - 7. Addenda (numbers ____ to ____ inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Schedule.

9. 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. Work Change Directives.
 - c. Change Orders.
 - d. Field 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.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. 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.

7. 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.
8. 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.
9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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 July 13, 2026 (which is the Effective Date of the Contract).

Owner:

City of Mobridge
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Gene Cox
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Financial Officer
(typed or printed)

Address for giving notices:

114 1st Ave East
Mobridge, SD 57601

Designated Representative:

Name: Heather Beck
(typed or printed)

Title: Financial Officer
(typed or printed)

Address:

114 1st Ave East
Mobridge, SD 57601

Phone: 605-845-3509

Email: cityhall@westriv.com

(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:

Journey Group Companies dba Journey Construction
(typed or printed name of organization)

By: _____
(individual's signature)

Date: July 13, 2026
(date signed)

Name: Tony Wiseman
(typed or printed)

Title: President Journey Construction
(typed or printed)

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

Attest: Megan Kosten
(individual's signature)

Title: Risk & Compliance Admin.
(typed or printed)

Address for giving notices:

4500 W. 58th St.
Sioux Falls, SD 57108

Designated Representative:

Name: Michael Feste
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

4500 W. 58th St
Sioux Falls, SD 57108

Phone: 605-332-5968

Email: m.feste@journeyconstruction.com

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: City of Mobridge Owner's Project No.: _____
Engineer: Moore Engineering, Inc. Engineer's Project No.: 22931
Contractor: Journey Construction Contractor's Project No.: _____
Project: Wastewater Treatment Plant Improvements
Contract Name: Wastewater Treatment Plant Improvements
Effective Date of Contract: July 13, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on August 12, 2026 pursuant to Paragraph 4.01 of the General Conditions.

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

In accordance with the Agreement:

The date by which Substantial Completion must be achieved as stated in the Agreement, and the date by which readiness for final payment must be achieved per Agreement.

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

1. Submit any required Storm Water Permits or Plans
2. Submit required submittals to Engineer for review
3. Attend preconstruction meeting

Owner: City of Mobridge
By (signature): _____
Name (printed): Gene Cox
Title: Mayor
Date Issued: _____
Copy: Engineer

1505 W Grand Crossing
SD 57601-1012

Date	Estimate #
8/7/2026	376

Name / Address
MYO - Mobridge Youth Organization

			Project
Description	Qty	Rate	Total
Project: 4th Ave Sheds updating The prices below are ALLOWANCES per material listed. Prices will fluctuate per contractor needs and design detail adjustments. We recommend having about 10% allowance for adjustments and misc. material such as screws, tapes, nails, etc. on top of estimates provided to you. ***Please READ ME and pick and choose what you want to do/purchase and add up the allowance per your needs for a grand total. KRBP does not expect you to purchase the whole list. Charlie and I decided to just get options priced for as much as possible for you to decide what parts you want to do.			
Big Shed			
- Siding; Diamond Kote (30 year fade & finish warranty), Lap siding, starter, solid color, 4 outside corners, joint moldings, touch up kits, 4" trim for one walk in door & 1 overhead door, drip caps, caulk.	1	6,900.00	6,900.00T
- House Wrap, Barricade	2	100.00	200.00T
- Versetta Allowance; 4 rows + cap, brick ledge and starter strip (Approx. 36"H), All four sides of building.	1	13,500.00	13,500.00T
- Soffit and Fascia; F-trim, fascia, soffit, screws, nails	1	2,800.00	2,800.00T
- Misc. material for project allowance; Fasteners, caulks, tapes, etc., and contractors personal preferences	1	1,000.00	1,000.00T
*** Big Shed Siding Material Total ***			24,400.00
		Subtotal	
		Sales Tax (0.0%)	
		Total	

1505 W Grand Crossing
SD 57601-1012

Date	Estimate #
8/7/2026	376

Name / Address
MYO - Mobridge Youth Organization

			Project
Description	Qty	Rate	Total
Small Shed			
- Siding; Diamond Kote (30 year fade & finish warranty) Lap siding, starter, 4 outside corners, joint moldings, touch up kit, 4" trim for openings, drip caps, caulk **Not Including a protective ground board (where siding meets dirt/grass)	1	3,250.00	3,250.00T
- Steel Door 42", 4 9/6" metal clad jamb, with deadbolt, Primed slab (not a painted finish) Upgrade to Painted slab, Add . . . \$250	1	1,050.00	1,050.00T
- Roll up door by Trac-Rite; approx. 72w x 50h * (NOT PRICED BY SUPPLIER AS OF 8.7.26) Risa's best GUESS based off of a previous sale . . . Risa will update ASAP.	1	1,100.00	* 1,100.00T
- Soffit and Fascia (as an add on to big building which holds the price for screws and nails)	1	580.00	580.00T
- Shingles; Malarkey Vista (Class 4, insurance discounts for you), includes starter, ridge, ice & water, drip edge and gutter apron	1	850.00	850.00T
Additional options for Big Shed			
- Insulate and sheet interior ceiling of shed; 7/16" OSB for ceiling, batt insulation (R13) and Poly for walls, Blowin insulation for ceiling (R41). **Very much APPROXIMATE #, Not easy to see exactly what is needed.** Not including creation of attic access for blowin. Upgrade option: change 7/16" OSB to 1/2" OSB, Add \$80.00	1	3,700.00	3,700.00T
- Midland Overhead Door; 9x8, solid paint options, raised panel, insulated with steel back and color match vinyl weather strips. **Not including an automatic opener.	1	1,880.00	1,880.00T
		Subtotal	
		Sales Tax (0.0%)	
		Total	

1505 W Grand Crossing
SD 57601-1012

Date	Estimate #
8/7/2026	376

Name / Address
MYO - Mobridge Youth Organization

			Project
Description	Qty	Rate	Total
Pricing does not include; Anything not listed above. Electrical or Plumbing fixtures - If needed. Labor. Misc. allowance for individual options of 10%. We may ask for a 50% down payment on special order materials. Balance is due upon material arrival to KR Building Products. During your project we will send out a statement monthly for misc, material and we expect regular monthly payments on your account. Late payments are subject to late fees. (If a different payment schedule is needed please talk with Risa.) KRBP reserves the right to requote material closer to order time.			
		Subtotal	
		Sales Tax (0.0%)	
		Total	