

Hartford City Council Agenda
Tuesday, February 18, 2020 - 7:00 p.m.
Hartford City Hall

Mayor: Jeremy Menning
Ward 1: Mark Brenneman and Travis Kuehl
Ward 2: Mark Monahan and Brittany Glanzer
Ward 3: Scott Nelson and Arden Jones

Business Items

- Roll Call of Mayor and City Council Members
- Additions to the Agenda/Approve Agenda
- Approve Minutes of Previous Meeting(s)
 - *Regular Meeting Minutes - 02/04/2020
 - *Special Meeting Minutes - 02/09/2020
- Approve Bills submitted for Payment

Public Comments - Public Input on Non-Agenda Items

Action cannot be taken on items discussed unless specifically listed elsewhere on the agenda

Applications, Hearings, Resolutions & Ordinances

- Resolution 2020-1: Appointment of Applicant Agent for the Hazard Mitigation Grant Program (HMGP)
 - Application 1 - Two Portable Emergency Generators
 - Application 2 - Emergency Shelter/Concession Stand/RR Building at Sports Complex

Reports

- Fire Department Report - Chief Bryon Shumaker
- Chamber & Economic Development Director Report - Jesse Fonkert
- City Engineer Report - Stockwell Engineers
 - *Review/Award 9th Street Project Bids
 - *Review/Approve Engineer Proposal for Ruud Lane/Opal Lane Repairs
 - *Review/Approve Engineer Proposal for Concept Layout on Sports Complex Storm Shelter/Concession/RR Building
- Public Works Superintendent - Craig Wagner
 - *Review/Approve Quote for New Mower Purchase
- Finance Officer Report - Karen Wilber
- City Administrator Report - Teresa Sidel

Old Business

- Sponsorship Request by HASR - BJ Olson

New Business

- Approve Surplus List

Correspondence

Executive Session (SDCL 1-25-2)

Adjournment

Next City Council Meeting: Tuesday - March 3, 2020

City Council Meeting – Regular Meeting February 4, 2020

Mayor Jeremy Menning called the meeting to order at 7:00pm at Hartford City Hall with the following city council members present: Mark Monahan, Arden Jones, Mark Brenneman, Travis Kuehl, Brittany Glanzer and Scott Nelson. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Public Works Superintendent Craig Wagner, Chamber & Economic Development Director Jesse Fonkert, City Attorney Tom Frieberg and City Engineer Mitch Mergen.

BUSINESS ITEMS:

- **Approve Agenda:** A motion was made by Jones, second by Kuehl to approve the agenda as set - all voted yes, motion carried.
- **Approval of the Minutes:** A motion was made by Kuehl, second by Jones to approve the meeting minutes from January 21, 2020 – all voted yes, motion carried.

PUBLIC COMMENTS: None.

VISITORS: The Hartford Area Development Foundation has obtained the services of National Community Development Services (NCDS) to manage their capital campaign. Al Doeve, with NCDS, was present to introduce himself and provide a brief overview about himself, about NCDS, and about the management of the HADF Capital Campaign.

REPORTS:

- **Sheriff's Department Report:** Deputy Phil Ryan was present to give an update on recent activities within the city. For the month of Jan there were 244 calls for service.
- **Engineer Report:** Mitch Mergen was present to provide engineer updates:
- **Mickelson Road Improvements** – The record drawings for the project are now complete. Stockwell will continue to work on the LOMR application and finalize elevations with FEMA.
- **9th Street Improvements** – The bid opening for this project is 2pm Feb 5th at City Hall.
- **Industrial Park Sanitary Sewer Extension** – Easement documents were revised and presented to landowners. Agreements are moving forward, and final design work is being done.
- **Public Works Report:** Public Works Superintendent Wagner's report was provided to the council.
Streets – Staff has been working on removing snow from around inlets to allow running water to drain. The bid letting for the 2020 slurry seal project is Feb 20th.
Water – A portion of the new meters have arrived. Staff will install as time allows over the winter months.
Sewer – Staff finished moving water from Pond #2 to #3. Samples will be taken in the spring. Monthly reporting will be done next week. There was a sewer backup on 9th St this past week. Staff was able to remedy the situation before there was any damage to homes in the area. The block was caused by recycled asphalt in the line which was a result during the construction on Vandemark Ave. Wagner and City engineers will be working with the contractor on getting reimbursed for the expense associated with this.
- **Finance Officer Report:** City Finance Officer Wilber's report was provided to the council. Items included a summary of revenues received in Jan along with an overview of the city's cash balances, revenues and expenses through Dec. The Feb calendar of events was also provided. Wilber has lined up the following individuals to sit on the election board: Marilyn Siemonsma as the election superintendent, Georgia Viereck and Bev Liesinger as election deputies and Christel Schroeder as the alternate. A motion was made by Nelson, second by Monahan to approve the election board appointments - all voted yes, motion carried.
- **City Administrator Report:** City Administrator Sidel's report was provided to the council. Sidel provided information on the upcoming district meetings that are hosted by the SD Municipal League. Our district will meet Mar 19th at 6pm in Vermillion. There was a work comp phone audit on Feb 3rd. Sidel, working with SECOG, has begun the paperwork to apply for the FEMA grant to obtain two generators. Sidel briefed the council on several upcoming agenda items she is working on.

NEW BUSINESS:

- **Review Proposal for Field Scheduling/Maintenance in 2020:** City staff has met with both the Hartford Area Softball Assoc (HASA) and the Hartford Area Sports & Rec (HASR) regarding the scheduling & maintenance of city facilities. BJ Olson was present on behalf of HASA. HASA is proposing that they take over all scheduling of the ball diamonds. HASA anticipates much more activity on Hartford's ball diamonds this season with practices, games and tournaments. Maintenance of the fields was also discussed. Currently city staff drags the fields each weekday and for any weekend tournaments, maintenance would be done by city staff based on the field rental agreement/fee that they are paying. At this time, HASA is requesting access to city equipment so they can perform the field maintenance during weekend tournaments. Further discussion was held on who would be authorized to use city equipment, what equipment would be provided and what insurance/waiver paperwork would the city require. It was proposed that only HASA board members, upon signing a waiver and providing insurance coverage, be able to operate the city's 4wheel and drag during weekend tournaments. The scheduling of the

soccer fields was also discussed. This was performed by the HASR prior to the City employing a Recreation Director. Once the Recreation Director was hired, this position took over these duties. Now, in the absence of the Recreation Director position, HASR is asking that the City continue to handle the scheduling of these fields with Matt Evans of HASR assisting as needed. As for maintenance of the soccer fields, Evans would continue to work with Public Works staff on this. A motion was made by Jones, second by Brenneman to approve the 2020 City Field Scheduling Plan for the softball and soccer fields – all voted yes, motion carried. A motion was made by Jones, second by Nelson to draft a waiver for the HASA to be able to utilize city maintenance equipment for dragging ball fields only – all voted yes, motion carried.

- **Sports Complex Sponsorship:** BJ Olson, on behalf of the HASR, addressed the council about their thoughts on HASR furthering conversations with a company that helps organizations with fundraising, securing sponsorships, etc. and the possible use of city committee funds for payment of these services. After further discussion, it was decided to continue talks and obtain more information. There will be a representative at the HASR's Feb 9th meeting to discuss further. The meeting is at 7pm at Blue42. All are encouraged to attend. More information will then be presented at a future council meeting.
- **Set 2020 Equalization Meeting Date:** A motion was made by Jones, second by Nelson to set the Equalization Meeting for Wed Mar 18th at 7pm – all voted yes, motion carried.
- **Authorize Mayor to Sign Annexation Agreement on behalf of City for City Land Along Hwy 38:** A motion was made by Monahan, second by Nelson to authorize Mayor Menning to sign the annexation agreement to annex city-owned land along Hwy 38 – all voted yes, motion carried.
- **Review/Approve Purchase Agreement for Lots 1-8, Block 4 of Hartford City Proper:** The city attorney has drafted a purchase agreement between the City and Valley Central Coop for Lots 1-8, Block 4 of Hartford City Proper. A motion was made by Nelson, second by Jones to approve the purchase agreement as presented – Monahan voted no with all others voting yes, motion carried.
- **Review/Approve Seasonal Job Descriptions and Pay Scale:** The eight seasonal job descriptions were provided. Minor changes were made from the previous year's descriptions including raising age requirement of the Public Works Assistant from 16 to 17; raising the starting wage of the Public Works Assistant to the new minimum wage amount of \$9.30; and removing the requirement of the pool staff to complete the Lifeguard Training Course. A motion was made by Monahan, second by Brenneman to approve all seasonal job descriptions and pay scale – all voted yes, motion carried.
- **Approve Application for Sioux Falls Landfill Passes:** In the past, in lieu of having a citywide cleanup day, the City has provided free landfill passes to residents. These passes are obtained from the City of Sioux Falls through an application process. A motion was made by Monahan, second by Nelson to approve the application for the Sioux Falls landfill passes for this year – all voted yes, motion carried.

CORRESPONDENCE: None.

EXECUTIVE SESSION: A motion was made Monahan, second by Jones to enter executive session pursuant to SDCL 1-25-2 (1) for personnel and SDCL 1-25-2 (3) for legal at 7:58pm – all voted yes, motion carried.

Minutes recorded by Finance Officer Karen Wilber.

I, the undersigned, Karen Wilber, Finance Officer in and for the City of Hartford, South Dakota, do hereby certify that the above and foregoing is a true and correct copy of the minutes which is on file at the Municipal Finance Office.

Karen Wilber, Finance Officer

EXECUTIVE SESSION: A motion was made by Brenneman, second by Kuehl to exit executive session at 8:53pm – all voted yes, motion carried.

ADJOURNMENT: A motion was made by Monahan, second by Jones to adjourn at 8:54pm – all voted yes, motion carried.

Minutes recorded by City Administrator Teresa Sidel.

I, the undersigned, Teresa Sidel, City Administrator in and for the City of Hartford, South Dakota, do hereby certify that the above and foregoing is a true and correct copy of the minutes which is on file at the Municipal Finance Office.

Teresa Sidel, City Administrator

City Council Meeting – Special Meeting February 9, 2020

Mayor Jeremy Menning called the meeting to order at 6:00p.m. at Hartford City Hall with council members Mark Monahan, Arden Jones, Mark Brenneman, Brittany Glanzer and Scott Nelson present. Travis Kuehl was absent with notice. City Administrator Teresa Sidel and City Attorney Tom Frieberg were also present.

Approve Agenda: A motion was made by Jones, second by Nelson to approve the agenda as set – all voted yes, motion carried.

Executive Session: A motion was made by Jones, second by Glanzer to go into executive session per SDCL 9-34-19.3 at 6:02p.m. to discuss Project Blackbird with legal counsel – all voted yes, motion carried. A motion was made by Nelson, second by Monahan to exit executive session at 7:22p.m. – all voted yes, motion carried.

Adjournment: A motion was made by Jones, second by Glanzer to adjourn at 7:23p.m. – all voted yes, motion carried.

Minutes recorded by City Administrator, Teresa Sidel.

I, the undersigned, Teresa Sidel, City Administrator in and for the City of Hartford, South Dakota, do hereby certify that the above and foregoing is a true and correct copy of the minutes which is on file at the Municipal Finance Office.

Teresa Sidel, City Administrator

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Date</u>		<u>Amount</u>
Checking	1				
Checking	1	Fund: 101	GENERAL FUND		
ABBUSINESS	A&B BUSINESS, INC.		02/04/2020	IN698089	344.84
101 4142 424		FEB 2020 RENTAL - COPIER & 6 PRINTERS			291.54
101 4142 424		JAN 2020 - USAGE CHARGE			53.30
				Vendor Total:	344.84
A1ELEC	A1 ELECTRIC, PLUMBING, HEAT & AIR		12/19/2019	12015	99.38
101 4192 425		SHOP-ELEMENT/THERMOSTAT FOR WATER HEATER			99.38
A1ELEC	A1 ELECTRIC, PLUMBING, HEAT & AIR		12/26/2019	12031	210.00
101 4521 426		PARK - OUTSIDE SECURITY LIGHT			210.00
				Vendor Total:	309.38
BEAVER	BEAVERBUILT, INC.		01/15/2020	5362	225.00
101 4311 425		REPAIR QUICK ATTACH MOUNT ON PLOW			225.00
BEAVER	BEAVERBUILT, INC.		01/20/2020	5365	50.00
101 4311 425		REPAIRS TO A DOWNTOWN LIGHT POLE/BASE			50.00
BEAVER	BEAVERBUILT, INC.		02/10/2020	5376	20.00
101 4311 426		WELD CHAIN HOOKS ON SKID LOADER BUCKET			20.00
				Vendor Total:	295.00
CHECKGRAFX	CHECKERED GRAFX		01/31/2020	INV-0117	150.00
101 4311 426		50 GOLF CART PERMITS			150.00
				Vendor Total:	150.00
CTYHART	CITY OF HARTFORD		01/29/2020	01292020 STMT	140.61
101 4192 428		W/S-OLD SHOP			33.40
101 4192 428		W/S-NEW MAINT SHOP			50.35
101 4192 428		W/S-CITY HALL			56.86
				Vendor Total:	140.61
CLARKEMOSQ	CLARKE MOSQUITO CONTROL PRODUCTS, INC.		01/10/2020	5089516	328.33
101 4311 436		CABLE FOR NEW FOGGER			328.33
CLARKEMOSQ	CLARKE MOSQUITO CONTROL PRODUCTS, INC.		01/13/2020	5089519	176.54
101 4311 436		CABLE FOR NEW FOGGER			176.54
				Vendor Total:	504.87
CLARPAUL	CLARKE, PAUL		01/31/2020	JANUARY 2020	178.92
101 4652 427		JAN 2020 MILEAGE			178.92
				Vendor Total:	178.92
COFFEECUP	COFFEE CUP FUEL STOPS - AUTO PMTS		02/01/2020	020120 STMT	271.35
101 4311 426		FUEL - STREETS			271.35
				Vendor Total:	271.35

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					
CONCRE	CONCRETE MATERIALS		01/27/2020	110920	6,188.01
101 4311 4254		SALT FOR STREETS			6,188.01
CONCRE	CONCRETE MATERIALS		01/28/2020	110958	2,719.05
101 4311 4254		DEICING SAND FOR STREETS			2,719.05
CONCRE	CONCRETE MATERIALS		01/31/2020	111258	3,755.15
101 4311 4254		DEICING SAND FOR STREETS			3,755.15
Vendor Total:					12,662.21
DAKOTA	DAKOTA SUPPLY GROUP, INC.		01/17/2020	F290870	695.88
101 4521 426		6 REPLACEMENT FAUCETS FOR PARKS			695.88
Vendor Total:					695.88
FARMMERC	FARMERS & MERCHANTS CO-OP OIL CO.		01/02/2020	18427	950.13
101 4311 426		DIESEL FUEL			950.13
FARMMERC	FARMERS & MERCHANTS CO-OP OIL CO.		01/02/2020	18428	131.04
101 4311 426		DIESEL FUEL - SEWER GENERATOR			131.04
FARMMERC	FARMERS & MERCHANTS CO-OP OIL CO.		01/23/2020	19621	732.00
101 4311 426		DIESEL FUEL			732.00
Vendor Total:					1,813.17
FIRSBANK	FIRST NATIONAL BANK OMAHA		01/28/2020	012820 STATE	53.25
101 4142 422 2		IT SERVICE - BOX			53.25
FIRSBANK	FIRST NATIONAL BANK OMAHA		01/28/2020	012820 STMT	429.09
101 4142 422 2		MICROSOFT - OFFICE 365 SUBSCRIPTIONS			49.50
101 4142 422 2		MICROSOFT - EMAIL ACCOUNTS			24.00
101 4142 434 1		ADOBE SUBSCRIPTION - FONKERT			179.88
101 4652 426		GRAINGER-CODE ENF HAZ MAT PROTECTION KIT			105.56
101 4652 426		GRAINGER-CODE ENF DISPOSABLE RESPIRATOR			70.15
Vendor Total:					482.34
FONKJES	FONKERT, JESSE		01/28/2020	REIMB SD TOUR CONF	281.72
101 4142 427		SD TOURISM CONF - HOTEL			217.20
101 4142 427		SD TOURISM CONF - MEALS			42.14
101 4142 427		SD TOURISM CONF - FUEL			22.38
Vendor Total:					281.72
FRIEBE	FRIEBERG, NELSON & ASK, LLP		01/17/2020	65370	336.05
101 4652 429		MATTHIES ABATEMENT CASE			336.05
FRIEBE	FRIEBERG, NELSON & ASK, LLP		02/04/2020	65507	652.70
101 4142 422		NOV - PHONE CALLS/EMAILS/MISC WORK			315.00
101 4142 422		NOV - ATTEND MEETINGS/EXP/MILEAGE			337.70
FRIEBE	FRIEBERG, NELSON & ASK, LLP		02/04/2020	65508	2,175.10

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<u>Account Number</u>					<u>Amount</u>	
101 4142 422		DEC - PHONE CALLS/EMAILS/MISC WORK			847.50	
101 4142 422		DEC - ATTEND MEETINGS/EXP/MILEAGE			1,327.60	
						Vendor Total: 3,163.85
GILLESPIE	GILLESPIE OUTDOOR POWER EQUIPMENT		01/31/2020	39909	223.83	
101 4521 425		TUNE UP ON MOWER			223.83	
						Vendor Total: 223.83
GOLDENWEST	GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.		02/01/2020	02012020 STATE	489.90	
101 4192 428		PHONE-OFFICE FAX LINE			44.48	
101 4192 428		PHONE-OFFICE LINE 2			53.85	
101 4192 428		PHONE-CHAMBER/EDD			61.98	
101 4192 428		PHONE-OFFICE LINE 1/INTERNET			165.25	
101 4192 428		PHONE-OFFICE LINE 3			48.56	
101 4192 428		PHONE-CITY SHOP/INTERNET			115.78	
						Vendor Total: 489.90
GRAING	GRAINGER, INC.		01/09/2020	9406123613	431.31	
101 4311 426		3 BALLAST FOR WELCOME SIGNS			431.31	
						Vendor Total: 431.31
HARTF9	HARTFORD BUILDING CENTER, INC.		01/31/2020	01312020 STMT	175.99	
101 4311 426		WIRE NUTS/FASTNERS FOR BILLBOARD LIGHTS			19.89	
101 4311 426		WIRE NUTS FOR BILLBOARD LIGHTS			11.00	
101 4311 426		BLACK PAINT FOR DOWNTOWN STREET LIGHTS			6.99	
101 4192 426		NEW LIGHT SWITCH FOR CITY HALL			1.29	
101 4192 426		MEASURE TAPE/SAW BLADES/SHOP VAC FILTERS			57.95	
101 4521 426		4 FAUCET SUPPLY LINES FOR PARKS			35.96	
101 4521 426		FASTENERS/SANDING BELT - PARKS			11.95	
101 4521 426		TREATED LUMBER - PARKS			30.96	
						Vendor Total: 175.99
MATHLINW	MATHESON TRI-GAS INC		01/20/2020	21056533	13.98	
101 4192 426		WELDING RODS FOR SHOP			13.98	
MATHLINW	MATHESON TRI-GAS INC		02/13/2020	21209858	819.00	
101 4192 426		SHOP - THREE GAS TANKS			819.00	
MATHLINW	MATHESON TRI-GAS INC		01/31/2020	51575535	77.19	
101 4192 426		SHOP WELDING SUPPLIES			77.19	
						Vendor Total: 910.17
MENARDW	MENARDS - SIOUX FALLS WEST		02/03/2020	24806	202.55	
101 4192 426		2 ACRYLIC LIGHT PANELS FOR			22.56	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					
101 4192 426		CITY HALL			
101 4192 426		VACUUM FOR SHOP			179.99
MENARDW	MENARDS - SIOUX FALLS WEST		02/03/2020	24810	11.28
101 4192 426		1 ACRYLIC LIGHT PANEL FOR CITY HALL			11.28
Vendor Total:					213.83
MIDAME	MIDAMERICAN ENERGY COMPANY		01/29/2020	01292020 STATE	542.74
101 4192 428		GAS-NEW SHOP			175.30
101 4192 428		GAS-OLD SHOP			166.72
101 4192 428		GAS-CITY HALL			142.72
101 4511 428		GAS-POOL			8.00
101 4511 428		GAS-POOL			50.00
Vendor Total:					542.74
MINNDEEDS	MINNEHAHA COUNTY REGISTER OF DEEDS		02/03/2020	02032020 STMT	34.00
101 4652 422		FILE LUKE PROPERTY PREANNEX AGREEMENT			30.00
101 4652 422		COPIES OF FARMERS ELEV DEEDS			4.00
Vendor Total:					34.00
MINNE4	MINNEHAHA COUNTY SHERIFF		01/24/2020	012420 STMT	46,150.00
101 4211 422		1ST QRT CONTRACT			46,150.00
Vendor Total:					46,150.00
MINNTREA	MINNEHAHA COUNTY TREASURER		01/31/2020	2019 ST MAINT FEES	5,604.60
101 4311 429		PARCEL 23436			65.00
101 4311 429		PARCEL 23495			68.00
101 4311 429		PARCEL 23486			66.00
101 4311 429		PARCEL 23553			113.00
101 4311 429		PARCEL 23764			614.00
101 4311 429		PARCEL 23857			874.80
101 4311 429		PARCEL 85051			181.76
101 4311 429		PARCEL 85053			328.78
101 4311 429		PARCEL 86120			65.00
101 4311 429		PARCEL 90387			65.00
101 4311 429		PARCEL 90388			65.00
101 4311 429		PARCEL 75950			165.66
101 4311 429		PARCEL 75951			150.70
101 4311 429		PARCEL 75952			116.26
101 4311 429		PARCEL 77375			65.00
101 4311 429		PARCEL 79549			100.00
101 4311 429		PARCEL 85049			300.00
101 4311 429		PARCEL 23859			1,075.00
101 4311 429		PARCEL 23879			798.14
101 4311 429		PARCEL 59463			80.00
101 4311 429		PARCEL 71108			65.00
101 4311 429		PARCEL 71114			117.50

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101 4311 429	PARCEL 71117			65.00
				Vendor Total: 5,604.60
NAPA	NAPA AUTO PARTS OF HARTFORD	01/21/2020	130160	109.36
101 4311 425	PARTS FOR '00 DUMP TRUCK REPAIRS			109.36
NAPA	NAPA AUTO PARTS OF HARTFORD	01/22/2020	130207	58.35
101 4311 425	PARTS FOR '94 DUMP TRUCK REPAIRS			58.35
NAPA	NAPA AUTO PARTS OF HARTFORD	01/24/2020	130376	14.70
101 4311 425	FILTERS FOR FUEL PUMP @ SHOP			14.70
NAPA	NAPA AUTO PARTS OF HARTFORD	01/29/2020	130623	123.16
101 4311 425	PARTS TO ATTACH SNOW BLOWER TO SKIDSTEER			123.16
NAPA	NAPA AUTO PARTS OF HARTFORD	01/30/2020	130685	7.96
101 4311 425	STARTING FLUID FOR EQUIPMENT			7.96
NAPA	NAPA AUTO PARTS OF HARTFORD	01/30/2020	130689	52.63
101 4311 425	PARTS FOR BOOM TRUCK REPAIRS			52.63
NAPA	NAPA AUTO PARTS OF HARTFORD	01/30/2020	130692	(0.67)
101 4311 425	EXCHANGE PART FOR BOOM TRUCK REPAIRS			(0.67)
NAPA	NAPA AUTO PARTS OF HARTFORD	02/05/2020	130993	126.30
101 4311 426	ENGINE OIL FOR DIESEL EQUIPMENT			126.30
NAPA	NAPA AUTO PARTS OF HARTFORD	02/06/2020	131103	43.91
101 4311 426	OIL/LIGHT BULBS FOR '09 FORD FLATE BED			43.91
NAPA	NAPA AUTO PARTS OF HARTFORD	02/11/2020	131294	138.25
101 4311 426	OIL FOR DIESEL EQUIPMENT			126.30
101 4192 426	SHOW - TRACTOR FILTER WRENCH			11.95
NAPA	NAPA AUTO PARTS OF HARTFORD	02/11/2020	131299	7.74
101 4311 425	PART REPAIR '94 DUMP TRUCK ENDGATE LATCH			7.74
NAPA	NAPA AUTO PARTS OF HARTFORD	02/11/2020	131305	17.30
101 4192 426	SHOP - 2 SOCKETS			17.30
NAPA	NAPA AUTO PARTS OF HARTFORD	02/12/2020	131346	36.32
101 4311 426	WIPER BLADES - '14 FORD			36.32
				Vendor Total: 735.31
NEWCENT	NEW CENTURY PRESS, INC	01/17/2020	300325524	68.68
101 4142 423	ORD #683			68.68
NEWCENT	NEW CENTURY PRESS, INC	01/17/2020	300325532	9.10
101 4311 426	PUB NOTICE - SNOW ALERT			9.10
NEWCENT	NEW CENTURY PRESS, INC	01/17/2020	300325533	38.07
101 4142 423	NOT TO BID - 9TH ST PROJECT			38.07
NEWCENT	NEW CENTURY PRESS, INC	01/17/2020	300325539	13.24
101 4130 426	ELECTION - NOTICE OF VACANCY			13.24

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<u>Account Number</u>	<u>Description</u>		<u>Date</u>		<u>Amount</u>
NEWCENT	NEW CENTURY PRESS, INC		01/17/2020	300325555	153.92
101 4142 423	1/7/20 CC MINUTES				153.92
NEWCENT	NEW CENTURY PRESS, INC		01/27/2020	300326758	10.56
101 4130 426	ELECTION - NOTICE OF VACANCY				10.56
NEWCENT	NEW CENTURY PRESS, INC		01/31/2020	300327573	145.64
101 4142 423	1/21/20 CC MINUTES				145.64
NEWCENT	NEW CENTURY PRESS, INC		01/31/2020	300327574	61.24
101 4142 423	JAN 2020 BILL REPORT				61.24
NEWCENT	NEW CENTURY PRESS, INC		01/31/2020	300327575	21.51
101 4142 423	PUBLIC NOTICE - 2020 WAGES				21.51
Vendor Total:					521.96
PETTY	PETTY CASH		02/11/2020	02112020 VOUCHER	44.35
101 4142 429	2 ROLLS ADDL OZ STAMPS				30.00
101 4652 426	SUNSHINE - BOTTLED WATER				14.35
Vendor Total:					44.35
POWERPLAN	POWERPLAN		02/05/2020	P1896005	2,507.02
101 4311 426	10 EQUIPMENT FILTERS				247.02
101 4311 426	18 CUTTING EDGES				2,260.00
Vendor Total:					2,507.02
QUILL	QUILL CORPORATION		02/06/2020	4599540	73.83
101 4142 426	COFFEE/FILTERS FOR CITY HALL				33.27
101 4192 426	COFFEE/FILTERS FOR SHOP				40.56
Vendor Total:					73.83
SANFORD	SANFORD HEALTH OCCUPATIONAL MEDICINE CLINIC		01/31/2020	523933	45.00
101 4142 415	RANDOM DRUG TESTING - P CLARKE				45.00
Vendor Total:					45.00
SDDEP2	SD DEPARTMENT OF REVENUE - AUTO PMTS		01/31/2020	01/2020 EXCISE	4.06
101 4142 4541	EXCISE TAX DUE - JANUARY				4.06
SDDEP2	SD DEPARTMENT OF REVENUE - AUTO PMTS		01/31/2020	01/2020 SALES	69.70
101 4142 4540	SALES TAX DUE - JANUARY				69.70
Vendor Total:					73.76
SFHUMA	SF AREA HUMANE SOCIETY		02/11/2020	4109	269.20
101 4412 422	ANIMAL CONTROL - JAN				269.20
Vendor Total:					269.20
SIDETERE	SIDEL, TERESA		01/31/2020	01312020 VOUCHER	60.00
101 4142 428	JANUARY CELL PHONE REIMBURSEMENT				60.00
Vendor Total:					60.00

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>	
SFNETWORKS	SIoux FALLS NETWORKS	02/01/2020	10640	134.55
101 4142 422 2	IT MAINT SERVICE - FEB 2020			134.55
			Vendor Total:	134.55
SIouxV	SIoux VALLEY ENERGY	01/30/2020	01302020 STATE	6,576.76
101 4192 428	ELEC-TAMMEN WEATHER SIREN			59.36
101 4192 428	ELEC-NEW CITY SHOP			290.01
101 4192 428	ELEC-OLD CITY SHOP			215.71
101 4192 428	ELEC-CITY HALL			314.34
101 4192 428	ELEC-STORAGE BLD BY MEM PARK			95.17
101 4311 428	ELEC-CROSSING LTS S OF HS			50.57
101 4311 428	ELEC-BILLBOARDS			277.29
101 4311 428	ELEC-STREET LIGHTS			4,426.20
101 4311 428	ELEC-CROSSING LTS N OF HS			50.57
101 4311 428	ELEC-WELCOME SIGN-HWY 38/WESTERN			70.25
101 4311 428	ELEC-WELCOME SIGN HWY 38			81.90
101 4311 428	ELEC-NEW CROSSWALK SERVICE			50.96
101 4311 428	ELEC-WELCOME SIGN WESTERN/DIAMOND TRL			73.88
101 4511 428	ELEC-POOL			59.74
101 4521 428	ELEC-TURTLE CREEK RR			58.69
101 4521 428	ELEC-PARK SHELTERS			152.57
101 4521 428	ELEC-SPORTS COMPLEX			90.00
101 4521 428	ELEC-DAVID ROE FIELDS - NORTH LIGHTS			59.55
101 4521 428	ELEC-DAVID ROE FIELDS - EAST LIGHTS			50.00
101 4521 428	ELEC-DAVID ROE FIELDS - WEST LIGHTS			50.00
			Vendor Total:	6,576.76
SUNSHINE	SUNSHINE FOODS	02/01/2020	020120 STMT	83.99
101 4652 426	COOKIES FOR P&Z JT JUR PUBLIC INPUT MTG			26.94
101 4192 426	SHOP - BATTERIES, LIGHTERS			57.05
			Vendor Total:	83.99
VANDIEST	VAN DIEST SUPPLY COMPANY	02/12/2020	14922	13,010.00
101 4311 436	NEW MOSQUITO SPRAYER			13,010.00
VANDIEST	VAN DIEST SUPPLY COMPANY	02/12/2020	14923	7,500.00
101 4311 436	MOSQUITO SPRAY			7,500.00
VANDIEST	VAN DIEST SUPPLY COMPANY	02/12/2020	14924	1,504.80
101 4311 436	MOSQUITO BRIQUETS			1,504.80
			Vendor Total:	22,014.80
VERIZO	VERIZON WIRELESS	01/22/2020	9846857167	332.39
101 4521 428	CELL SERV-LANDFILL CAMERA			40.01
101 4652 428	CELLS-BP & CODE ENF			53.10

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Date</u>		<u>Amount</u>	
101 4142 428	CELL-CHAMBER/EDD				44.36	
101 4192 428	CELLS-PUBLIC WORKS				124.01	
101 4512 428	CELL-REC DIRECTOR				44.36	
101 4211 428	CELL-MINN SHERIFF				26.55	
					Vendor Total:	332.39
VOTHBRYA	VOTH, BRYAN		01/31/2020	01312020	30.24	
				VOUCHER		
101 4652 427	JAN MILEAGE REIMBURSEMENT				30.24	
					Vendor Total:	30.24
					Fund Total:	109,573.67
Checking	1	Fund: 506	VANDEMARK STREET PROJECT			
ROTOROOT	ROTO-ROOTER		01/30/2020	5781320	1,660.00	
506 5501 429	TO CLEAN GRAVEL FROM				1,660.00	
	MANHOLES -9TH ST					
					Vendor Total:	1,660.00
					Fund Total:	1,660.00
Checking	1	Fund: 602	WATER FUND			
BADMET	BADGER METER		02/29/2020	80046094	26.70	
602 4335 422	JAN 2020 - FEE TO READ 60				26.70	
	METERS					
					Vendor Total:	26.70
CTYSOOFALL	CITY OF SIOUX FALLS		02/07/2020	17031	43.50	
602 4335 422	CITY WATER TESTS (JAN)				43.50	
					Vendor Total:	43.50
HARTF9	HARTFORD BUILDING CENTER, INC.		01/31/2020	01312020	106.46	
				STMT		
602 4334 426	BRASS ELBOWS/NIPPLES -WATER				106.46	
	DEPT					
					Vendor Total:	106.46
METETECH	METERING & TECHNOLOGY SOLUTIONS		01/28/2020	16224	10,145.82	
602 4334 426	WATER METERS				10,145.82	
					Vendor Total:	10,145.82
MINNEH	MINNEHAHA COMMUNITY WATER		02/04/2020	02042020	10,684.80	
	CORPORATION			STATE		
602 4334 4261	BULK WATER PURCHASE				10,684.80	
					Vendor Total:	10,684.80
PETTY	PETTY CASH		02/11/2020	02112020	162.02	
				VOUCHER		
602 4335 4261	POSTAGE-JANUARY W/S BILLS				154.04	
602 4335 4261	POSTAGE-W/S DELINQUENT				7.98	
	LETTERS					
					Vendor Total:	162.02
RITWAY	RITWAY		02/11/2020	20-30443	177.54	
602 4335 4231	UTILITY BILLS				177.54	

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>		<u>Description</u>	<u>Date</u>		<u>Amount</u>	
						Vendor Total: 177.54
SIOUXV	SIOUX VALLEY ENERGY		01/30/2020	01302020	238.99	
602 4332 428		ELEC-N WATER TOWER/SIREN		STATE	238.99	
						Vendor Total: 238.99
USPOST	US POST OFFICE		02/20/2020	022020	120.00	
602 4335 4261		ANNUAL PERMIT FEE			120.00	
						Vendor Total: 120.00
						Fund Total: 21,705.83
Checking	1	Fund: 604 SEWER FUND				
A1ELEC	A1 ELECTRIC, PLUMBING, HEAT & AIR		02/03/2020	12122	726.48	
604 6040 425		REPLACED VENT MOTOR AT SEWER BLDG			726.48	
						Vendor Total: 726.48
BADMET	BADGER METER		02/29/2020	80046094	26.70	
604 6040 422		JAN 2020 - FEE TO READ 60 METERS			26.70	
						Vendor Total: 26.70
CTYHART	CITY OF HARTFORD		01/29/2020	01292020	32.53	
604 6040 428		W/S-SEWER PLANT		STMT	32.53	
						Vendor Total: 32.53
HACHCO	HACH COMPANY		01/16/2020	11800481	359.57	
604 6040 426		SEWER DEPT SUPPLIES			359.57	
						Vendor Total: 359.57
HARTF9	HARTFORD BUILDING CENTER, INC.		01/31/2020	01312020	12.99	
604 6040 426		3-WAY ADJ SPRAYER - SEWER DEPT		STMT	12.99	
						Vendor Total: 12.99
MARC	MID-AMERICAN RESEARCH CHEMICAL		01/30/2020	0686859-IN	1,351.31	
604 6040 426		CHEMICAL FOR SEWER DEPT			1,351.31	
						Vendor Total: 1,351.31
MIDAME	MIDAMERICAN ENERGY COMPANY		01/29/2020	01292020	183.88	
604 6040 428		GAS-SEWER PLANT		STATE	183.88	
						Vendor Total: 183.88
MINNTREA	MINNEHAHA COUNTY TREASURER		01/01/2020	PARCEL 16016	318.04	
604 6040 431		2019 TAXES ON PARCEL 16016 (BROWER)		TAXES	318.04	
						Vendor Total: 318.04
PETTY	PETTY CASH		02/11/2020	02112020	162.02	
				VOUCHER		

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>						
604 6040 4261		POSTAGE-JANUARY W/S BILLS			154.05	
604 6040 4261		POSTAGE-W/S DELINQUENT LETTERS			7.97	
						Vendor Total: 162.02
RITEWAY	RITEWAY		02/11/2020	20-30443		177.53
604 6040 4231		UTILITY BILLS			177.53	
						Vendor Total: 177.53
SIOUXV	SIOUX VALLEY ENERGY		01/30/2020	01302020 STATE		3,440.46
604 6040 428		ELEC-MAIN LIFT STATION			1,388.80	
604 6040 428		ELEC-WASTE WATER LAGOONS			1,881.58	
604 6040 428		ELEC-SAGEHORN LIFT STATION			77.79	
604 6040 428		ELEC-MICKELSON/HWY 38 LIFT STATION			92.29	
						Vendor Total: 3,440.46
USPOST	US POST OFFICE		02/20/2020	022020		120.00
604 6040 4261		ANNUAL PERMIT FEE			120.00	
						Vendor Total: 120.00
						Fund Total: 6,911.51
						Checking Account Total: 139,851.01

Check Register by Type
 Prepaid Checks

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
43379	01/28/2020				120MAINEVE	120 MAIN EVENTS, LLC	200.00
	Checking Account ID:	1			Void Total:	0.00	Total without Voids: 200.00
	Check Type Total:	Check			Void Total:	0.00	Total without Voids: 200.00
	Payee Type Total:	Vendor			Void Total:	0.00	Total without Voids: 200.00
				Grand Total:	Void Total:	0.00	Total without Voids: 200.00

RESOLUTION
APPOINTMENT OF APPLICANT AGENT
FOR the
Hazard Mitigation Grant Program (HMGP)

WHEREAS, the City of Hartford is submitting a Hazard Mitigation Grant project to the Federal Emergency Management Agency and the State of South Dakota; and

WHEREAS, the City of Hartford is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

NOW THEREFORE BE IT RESOLVED that the City of Hartford appoints Teresa Sidel, City Administrator, as the authorized Applicant Agent. Dated this ____, day of _____, 20__.

Appointing Authority

Name: Jeremy Menning _____

Title: Mayor _____

Signed _____

Date

Appointed Agent

Name: Teresa Sidel _____

Title: City Administrator _____

Signed: _____

Date



Chamber and Economic Development Director's Report January 2019

Hartford Area Chamber of Commerce

- Four new members joined in January: MJ Designs, L & S Partnership, BeKa Holdings, and Main Street Humboldt Bar.
- Four members dropped on January: Scott Nelson, Aunt-T's-Ques, Modish, and Two Guys & A Garage.
- Central States Mfg hosted the January mixer. Thank you Brittany Glanzer and CSMI for all of your hard work!
- Work continues on #DiscoverHartford videos and stories. Andrea Van Essen and Brad Dumke are working hard on creating great content.
- Work continues of the Q1 Newsletter.
- Participated in Events, Executive, Marketing, Governance, and Ambassador Committee meetings and planning.
- The #HartfordBurgerBattle Challenge was launched. Close to 1,000 ballots were cast this year! Dakota News Now and Sioux Falls Business both conducted interviews of participants.
- The Minnehaha Messenger ribbon cutting was held.
- Held new Board member orientation for those returning or being elected to the Board.
- Met several times with New Century Press to discuss their new presence in Hartford.

Hartford Area Development Foundation

- Ongoing communication with the following projects: Coronet, Champion, Biltmore, Daycare, Apollo, Lemonade Stand, Galaxy, Caboose, Jack, Washington, Spirit, and Auction.
- Worked on promoting the two RFPs "Babies & Booze."
- Launched the Envision Hartford 2024 campaign.
- The HADF is working towards a strong year for 2020.
- Conducted interview with KDLT (Dakota News Now) on the RFP for the downtown lot.
- Held a bylaws committee review meeting to discuss updates to the Bylaws.

Other

- Appointed to the SECOG Board of Directors
- Appointed to the Citizen Advisory Committee for the Sioux Falls Metropolitan Planning Organization (MPO).
- Elected President-elect of the Mid-American Chamber Executives.
- Spoke to teachers at the West Central School District symposium. Topic was community connections.
- Attended the second Joint Jurisdiction meeting.

On the Horizon



- Feb 11 - #DiscoverHartford Seminar
- Feb 11 – Marketing Committee Meeting
- Feb 11 – Envision Hartford Leadership Briefing
- Feb 11 – Development Update to West Central School Board
- Feb 12-13 – Dakota Resources Seminar in Hartford
- Feb 13 – Envision Hartford Leadership Briefing
- Feb 14 - #DiscoverHartford Seminar
- Feb 21 – Out of the Office
- Feb 24 – Ambassador Committee Meeting
- Feb 25 – Envision 2024 Leadership Briefing
- March 1-8 – Out of the Office

Facebook Data –Jan 13 – Feb 9

- Hartford Area Development Foundation
 - o Likes: 663
 - o New Page Likes: 14
 - o Post Reach: 10,362
 - o Engagements: 618
- Hartford Area Chamber of Commerce
 - o Likes: 1,249
 - o New Page Likes: 17
 - o Post Reach: 3,751
 - o Engagements: 1,932



9th Street Improvements

The City approved a resolution of necessity to construct improvements along 9th Street from Mundt ave to Vandemark Ave. Improvements include new water mains, sanitary sewer extension and roadway improvements. The roadway will be constructed with curb and gutter and asphalt pavement. The project is scheduled to be constructed during the 2020 construction season.

Update | Bids were opened on February 5. Six bids were received. The low bidder was Zacharias Construction. A recommendation to award the construction Contract to the low bidder will be presented at the council meeting

Action | A recommendation to award the construction contract to the low bidder, Zacharias Construction will be presented to the council.

Industrial Park Sanitary Sewer Extension

The scope of this project is to construct and extend sanitary sewer facilities to the City's industrial park located at the intersection of Western Avenue & 258th Street. The extension is approximately 1.3 miles in length.



Update | Easements were revised and presented to landowners along Western Avenue. Agreements are moving forward. Final design is underway. Bid documents are expected to be complete the week of February 17th.



Ruud and Opal Lane Intersection Improvements

The scope of this project is to improve surfacing at the Ruud and Opal intersection. Work will generally include removing the asphalt, repairing underground storm sewer infrastructure, and restoring it to grade.

Action | A proposal for design and construction administration services will be presented to the council.

CIP Updates and Rate Study

The scope of this project is to update the city's CIP and conduct a rate study analysis on the water and sewer fund. Stockwell staff will assist with cost estimates and project planning in an effort to evaluate and budget for future projects.

Update | The 2020 CIP was finalized and delivered to City Staff. Stockwell will begin to evaluate water and sewer rates as the WWTF project progresses.

Waste Water Treatment Facility

The 2017 Master Plan for Wastewater Collection & Treatment recommended planning for a new treatment facility. The recommended location for the treatment facility is downstream of the existing facility and southeast of the City. This project includes investigation of potential treatment facility site locations and negotiations with property owners for the purchase of land.

Update | Stockwell staff is working with the City attorney to develop agreements and other legal documents to present to potential landowners. Stockwell is also developing preliminary estimates to incorporate into the City's rate study.

Mickelson Road Improvements

The Mickelson Road project includes reconstructing the roadway and utilities from Patrick Avenue to Hwy 38. The project also includes roughly 440-ft of improvements along 464th Ave. Construction of the project is planned as a single phase to be constructed in 2018 that includes sanitary sewer, water main, storm sewer, grading, box culverts and roadway surfacing.



Update | Stockwell staff is working working on the LOMR application to finalize elevations with FEMA.

Force Account

Stockwell provides services to city staff as needed under a force account agreement. Services typically include plan reviews, costs estimates or other routine services as requested. Plan reviews typically include preliminary plans, conditional use requests, site plans, engineering documents and plats.

Update | Recent force account work includes the following: Sports Complex Planning ▪ Driveway Standards

Action | A proposal for conceptual architectural services for the Swenson Park restroom building will be presented to the council.

February 11, 2020

Teresa Sidel
City of Hartford
cityhall@hartfordsd.us



17038 | SEI No.
Notice of Award | Encl
Bid Tabulation | Encl

Re: 9th Street Improvements – Highway 38 to Vandemark Avenue
Hartford, SD

Dear Ms. Sidel:

We have completed our review of bids received for the referenced project. The total bid amounts are as follows:

Bidders	Gross Base Bid
Zacharias Construction, Inc	\$531,803.00
Asphalt Surfacing Co.	\$534,837.45
Soukup Construction, Inc.	\$588,588.00
First Rate Excavate Inc.	\$609,798.00
Hulstein Excavating, Inc.	\$694,890.10
H&W Contracting LLC	\$702,665.30

Our estimate for the project was \$661,000. Minor discrepancies in our estimate were found uniformly across all items. We attribute the difference in price to fluctuating material costs and a competitive bid environment.

In regard to the low bidder, our office has researched their past history on similar type projects. No record of suspension or debarment was reported. We consider the bidder to be a responsible contractor.

Upon review, we find the bids to be in order. The City is not bound or obligated to award the contract and may reject all bids at their discretion. If awarded, then we recommend award to the low bidder, Zacharias Construction, Inc. , in the amount specified above. Our recommendation of award is contingent upon the availability of funds and approval required by appropriate funding agencies. Enclosed with this letter is a Notice of Award for the Council to consider. Please notify our office how the Council chooses to proceed, and our office will prepare and deliver contracts appropriately. If there are questions, please contact our office at your earliest convenience.

Respectfully submitted,

STOCKWELL ENGINEERS, INC.


Mitch Mergen, P.E.
Project Engineer

Tabulation of Bids

9th Street Improvements - Highway 38 to Vandemark

Hartford, SD

SEI 17038



9th Street Improvements - Highway 38 to Vandemark

Owner:

City of Hartford

Engineer:

Stockwell Engineers

Letting:

February 5, 2020

2:00:00 PM

City of Hartford

125 N Main Ave

Hartford, SD 57078

Engineer's Estimate:

\$661,000

Bidders	Bid Security	Addendum 1, 2	Total Gross Base Bid
Zacharias Construction, Inc Hartford, SD	X	X,X	\$531,803.00
Asphalt Surfacing Co. Sioux Falls, SD	X	X,X	\$534,837.45
Soukup Construction, Inc. Sioux Falls, SD	X	X,X	\$588,588.00
First Rate Excavate Inc. Sioux Falls, SD	X	X,X	\$609,798.00
Hulstein Excavating, Inc Edgerton, MN	X	X,X	\$694,890.10
H&W Contracting LLC Sioux Falls, SD	X	X,X	\$702,665.30

Tabulation of Bids

9th Street Improvements - Highway 38 to Vandemark

SEI 17038



February 5, 2020

ITEM NO.	DESCRIPTION	QUANTITY	Zacharias Construction, Inc		Asphalt Surfacing Co.		Soukup Construction, Inc.		
			Hartford, SD		Sioux Falls, SD		Sioux Falls, SD		
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
General Items									
1	Mobilization	LS	1	\$33,900.00	\$33,900.00	\$25,000.00	\$25,000.00	\$60,483.35	\$60,483.35
2	Incidental Work	LS	1	\$1,040.00	\$1,040.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
3	Trench Dewatering	LS	1	\$1.04	\$1.04	\$1.10	\$1.10	\$1.00	\$1.00
4	Temporary Boardwalk	Ft	50	\$10.40	\$520.00	\$23.00	\$1,150.00	\$20.00	\$1,000.00
Section F - Traffic Control									
5	Traffic Control Signs	SqFt	93	\$5.20	\$483.60	\$5.50	\$511.50	\$5.50	\$511.50
6	Traffic Control, Misc.	LS	1	\$2,288.00	\$2,288.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00
7	Type 3 Barricade, 8' Double Sided	Each	12	\$83.20	\$998.40	\$88.00	\$1,056.00	\$88.00	\$1,056.00
Section G - Erosion Control									
8	Turf Mix 1	Lb	125	\$10.40	\$1,300.00	\$7.15	\$893.75	\$11.00	\$1,375.00
9	Turf Mix 2	Lb	35	\$12.48	\$436.80	\$8.25	\$288.75	\$13.20	\$462.00
10	Fertilizing	LB	197	\$1.04	\$204.88	\$1.10	\$216.70	\$1.10	\$216.70
11	Fiber Mulching	Lb	1975	\$0.52	\$1,027.00	\$0.53	\$1,046.50	\$0.55	\$1,086.25
12	Inlet Protection	Each	8	\$83.20	\$665.60	\$88.00	\$704.00	\$88.00	\$704.00
13	Vehicle Tracking Control	Each	2	\$624.00	\$1,248.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00
14	Overseeding	SqYd	3205	\$0.42	\$1,346.10	\$0.44	\$1,410.20	\$0.44	\$1,410.20
15	Placing Contractor Furnish Topsoil	CuYd	534	\$20.80	\$11,107.20	\$29.75	\$15,886.50	\$18.50	\$9,879.00
Section H - Existing Conditions, Work By Others & Removals									
16	Verify Underground Facilities	LS	1	\$3,120.00	\$3,120.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00
17	Clearing	LS	1	\$520.00	\$520.00	\$2,175.00	\$2,175.00	\$1,100.00	\$1,100.00
18	Clear and Grub Tree, 6" to 24"	Each	6	\$260.00	\$1,560.00	\$228.00	\$1,368.00	\$400.00	\$2,400.00
19	Remove Concrete Curb & Gutter	Ft	352	\$2.34	\$823.68	\$3.15	\$1,108.80	\$5.00	\$1,760.00
20	Remove Concrete Pavement	SqYd	333	\$6.24	\$2,077.92	\$6.55	\$2,181.15	\$8.25	\$2,747.25
21	Remove Asphalt Concrete Pavement	SqYd	191	\$2.08	\$397.28	\$4.10	\$783.10	\$4.25	\$811.75
22	Remove Concrete Sidewalk	SqYd	11	\$10.40	\$114.40	\$7.00	\$77.00	\$15.00	\$165.00
23	Saw Existing PCC Pavement	LF	150	\$4.16	\$624.00	\$6.25	\$937.50	\$8.00	\$1,200.00
24	Saw Existing Asphalt	LF	80	\$2.60	\$208.00	\$5.00	\$400.00	\$3.50	\$280.00
25	Salvage Traffic Sign for Reset	Each	2	\$52.00	\$104.00	\$55.00	\$110.00	\$55.00	\$110.00
26	Temporary Mailbox	Each	29	\$104.00	\$3,016.00	\$110.00	\$3,190.00	\$110.00	\$3,190.00
27	Manhole Construction Plate Marker	Each	3	\$104.00	\$312.00	\$220.00	\$660.00	\$150.00	\$450.00
Section I - Utilities									

28	Trench Stabilization Material	Ton	100	\$26.00	\$2,600.00	\$27.50	\$2,750.00	\$27.50	\$2,750.00
29	Select Fill	Ton	200	\$16.64	\$3,328.00	\$17.60	\$3,520.00	\$17.60	\$3,520.00
30	Remove Sewer Pipe	Ft	145	\$15.60	\$2,262.00	\$16.50	\$2,392.50	\$16.50	\$2,392.50
31	8" Sewer Pipe 6'-8' Deep	Ft	418	\$33.28	\$13,911.04	\$35.20	\$14,713.60	\$35.20	\$14,713.60
32	Sanitary Sewer Manhole Barrel Adjustment	Each	2	\$520.00	\$1,040.00	\$550.00	\$1,100.00	\$550.00	\$1,100.00
33	48" Manhole 6'-8' Deep	Each	1	\$2,080.00	\$2,080.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
34	8" Boot for Manhole	Each	2	\$78.00	\$156.00	\$82.50	\$165.00	\$82.50	\$165.00
35	Manhole Frame & Cover	Each	3	\$390.00	\$1,170.00	\$412.50	\$1,237.50	\$412.50	\$1,237.50
36	Manhole External Frame Seal	Each	3	\$312.00	\$936.00	\$300.00	\$900.00	\$330.00	\$990.00
37	Plug Manhole Invert	Each	1	\$520.00	\$520.00	\$550.00	\$550.00	\$550.00	\$550.00
38	Connect to Existing Manhole	Each	1	\$1,040.00	\$1,040.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
39	Manhole Bench and Invert Reconstruct	Each	1	\$520.00	\$520.00	\$550.00	\$550.00	\$550.00	\$550.00
40	6" Sewer Cap	Each	1	\$104.00	\$104.00	\$110.00	\$110.00	\$110.00	\$110.00
41	Cap Existing Sewer	Each	2	\$260.00	\$520.00	\$275.00	\$550.00	\$275.00	\$550.00
42	8"x6" Sewer Wye	Each	5	\$416.00	\$2,080.00	\$440.00	\$2,200.00	\$440.00	\$2,200.00
43	Reconnect Sewer Service	Each	5	\$416.00	\$2,080.00	\$440.00	\$2,200.00	\$440.00	\$2,200.00
44	6" Sewer Service	Ft	198	\$27.04	\$5,353.92	\$28.60	\$5,662.80	\$28.60	\$5,662.80
45	8"x6" Sewer Tap	Each	1	\$416.00	\$416.00	\$440.00	\$440.00	\$440.00	\$440.00
46	Sanitary Sewer Temporary Bypass	LS	1	\$1.04	\$1.04	\$1.10	\$1.10	\$1.00	\$1.00
47	Manhole Exfiltration/Vacuum Test	Each	3	\$260.00	\$780.00	\$275.00	\$825.00	\$275.00	\$825.00
48	PVC Sewer Pipe Deflection Test	Ft	418	\$1.04	\$434.72	\$1.10	\$459.80	\$1.10	\$459.80
49	Sanitary Sewer Televising	Ft	418	\$2.34	\$978.12	\$2.50	\$1,045.00	\$2.50	\$1,045.00
50	Remove Water Main	Ft	20	\$15.60	\$312.00	\$16.50	\$330.00	\$16.50	\$330.00
51	6" C900 DR 18 PVC Water Main	Ft	13	\$37.44	\$486.72	\$39.60	\$514.80	\$39.60	\$514.80
52	8" C900 DR 18 PVC Water Main	Ft	698	\$37.44	\$26,133.12	\$39.60	\$27,640.80	\$39.60	\$27,640.80
53	6" MJ Gate Valve with Box	Each	1	\$1,144.00	\$1,144.00	\$1,210.00	\$1,210.00	\$1,210.00	\$1,210.00
54	8" MJ Gate Valve with Box	Each	1	\$1,248.00	\$1,248.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00
55	8" MJ Bend	Each	2	\$520.00	\$1,040.00	\$550.00	\$1,100.00	\$550.00	\$1,100.00
56	8"x6" MJ Tee	Each	1	\$520.00	\$520.00	\$550.00	\$550.00	\$550.00	\$550.00
57	8"x6" MJ Reducer	Each	1	\$364.00	\$364.00	\$385.00	\$385.00	\$385.00	\$385.00
58	6" MJ Cap	Each	1	\$260.00	\$260.00	\$275.00	\$275.00	\$275.00	\$275.00
59	6" MJ Sleeve	Each	1	\$312.00	\$312.00	\$330.00	\$330.00	\$330.00	\$330.00
60	Fire Hydrant	Each	1	\$3,120.00	\$3,120.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00
61	Temporary Flushing Hydrant	Each	1	\$104.00	\$104.00	\$110.00	\$110.00	\$110.00	\$110.00
62	6" Fire Hydrant Extension	Each	1	\$572.00	\$572.00	\$605.00	\$605.00	\$605.00	\$605.00
63	12" Fire Hydrant Extension	Each	1	\$650.00	\$650.00	\$687.50	\$687.50	\$688.00	\$688.00
64	Cut and Tie to Existing Water Main	Each	2	\$1,560.00	\$3,120.00	\$1,650.00	\$3,300.00	\$1,650.00	\$3,300.00
65	1" Water Service	Ft	20	\$31.20	\$624.00	\$33.00	\$660.00	\$33.00	\$660.00

66	2" Water Service	Ft	53	\$36.40	\$1,929.20	\$38.50	\$2,040.50	\$38.50	\$2,040.50
67	Water Service Reconnect (1")	Each	2	\$884.00	\$1,768.00	\$935.00	\$1,870.00	\$935.00	\$1,870.00
68	Water Service Reconnect (2")	Each	2	\$1,560.00	\$3,120.00	\$1,650.00	\$3,300.00	\$1,650.00	\$3,300.00
69	Water Service Stub-out (2")	Each	1	\$2,340.00	\$2,340.00	\$2,475.00	\$2,475.00	\$2,475.00	\$2,475.00
70	Temporary Water Service	Each	4	\$130.00	\$520.00	\$137.50	\$550.00	\$137.50	\$550.00
71	Remove Storm Sewer Pipe	Ft	21	\$15.60	\$327.60	\$16.50	\$346.50	\$16.50	\$346.50
72	15" RCP Class 3, Furnish	Ft	58	\$13.52	\$784.16	\$14.30	\$829.40	\$14.30	\$829.40
73	15" RCP, Install	Ft	58	\$38.48	\$2,231.84	\$40.70	\$2,360.60	\$40.70	\$2,360.60
74	18" RCP Class 3, Furnish	Ft	247	\$17.68	\$4,366.96	\$18.70	\$4,618.90	\$18.70	\$4,618.90
75	18" RCP, Install	Ft	247	\$39.52	\$9,761.44	\$41.80	\$10,324.60	\$41.80	\$10,324.60
76	Class M6 Concrete	CuYd	5.8	\$988.00	\$5,730.40	\$1,265.00	\$7,337.00	\$1,045.00	\$6,061.00
77	Reinforcing Steel	Lb	237	\$2.60	\$616.20	\$2.00	\$474.00	\$2.75	\$651.75
78	Type B Frame & Grate	Each	3	\$6,843.20	\$20,529.60	\$660.00	\$1,980.00	\$715.00	\$2,145.00
79	Junction Box Frame & Cover	Each	2	\$478.40	\$956.80	\$522.50	\$1,045.00	\$506.00	\$1,012.00
80	Connect to Existing Structure	Each	2	\$1,040.00	\$2,080.00	\$1,650.00	\$3,300.00	\$1,100.00	\$2,200.00
Section J - Grading, Paving & Restoration									
81	Unclassified Excavation	CuYd	3650	\$9.36	\$34,164.00	\$7.20	\$26,280.00	\$13.25	\$48,362.50
82	Unclassified Excavation for Grade Stabilization	CuYd	200	\$9.36	\$1,872.00	\$19.50	\$3,900.00	\$17.00	\$3,400.00
83	Geotextile Fabric for Grade Stabilization	SqYd	4457	\$2.18	\$9,716.26	\$1.75	\$7,799.75	\$2.00	\$8,914.00
84	Scarify & Recompact Subgrade	SqYd	4457	\$.21	\$935.97	\$.60	\$2,674.20	\$1.55	\$6,908.35
85	Aggregate Base Course	Ton	3350	\$17.16	\$57,486.00	\$16.50	\$55,275.00	\$16.75	\$56,112.50
86	Crushed Angular Washed Rock	Ton	853	\$18.72	\$15,968.16	\$28.00	\$23,884.00	\$21.00	\$17,913.00
87	Asphalt Concrete Composite, PG58-34	Ton	1075	\$82.16	\$88,322.00	\$78.00	\$83,850.00	\$86.90	\$93,417.50
88	Concrete Curb & Gutter, Type SF66	Ft	1754	\$16.90	\$29,642.60	\$16.50	\$28,941.00	\$17.85	\$31,308.90
89	6" PCC Fillet Section	SqYd	58	\$83.20	\$4,825.60	\$97.55	\$5,657.90	\$88.00	\$5,104.00
90	Concrete Valley Gutter, 6" Thick	SqYd	24	\$83.20	\$1,996.80	\$95.55	\$2,293.20	\$88.00	\$2,112.00
91	Adjust Manhole	Each	5	\$364.00	\$1,820.00	\$450.00	\$2,250.00	\$385.00	\$1,925.00
92	Valve Box Adjustment	Each	3	\$208.00	\$624.00	\$115.00	\$345.00	\$220.00	\$660.00
93	6" PCC Approach/Driveway Pavement	SqYd	305	\$65.00	\$19,825.00	\$69.15	\$21,090.75	\$68.75	\$20,968.75
94	4" Concrete Sidewalk	SqFt	6151	\$5.67	\$34,876.17	\$6.60	\$40,596.60	\$6.00	\$36,906.00
95	6" Concrete Sidewalk	SqFt	950	\$6.76	\$6,422.00	\$9.00	\$8,550.00	\$7.15	\$6,792.50
96	Detectable Warning Panel	SqFt	63	\$62.40	\$3,931.20	\$71.50	\$4,504.50	\$66.00	\$4,158.00
97	6" Accessible Curb Ramp Sidewalk	SqFt	683	\$9.62	\$6,570.46	\$15.40	\$10,518.20	\$10.15	\$6,932.45
98	Reset Mailbox	Each	29	\$130.00	\$3,770.00	\$137.50	\$3,987.50	\$137.50	\$3,987.50
99	Reset Traffic Sign	Each	2	\$104.00	\$208.00	\$110.00	\$220.00	\$110.00	\$220.00
Total Base Bid					\$531,803.00		\$534,837.45		\$588,588.00

Tabulation of Bids

9th Street Improvements - Highway 38 to Vandemark

SEI 17038



February 5, 2020

ITEM NO.	DESCRIPTION	QUANTITY	First Rate Excavate Inc.		Hulstein Excavating, Inc		H&W Contracting LLC		
			Sioux Falls, SD		Edgerton, MN		Sioux Falls, SD		
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
General Items									
1	Mobilization	LS	1	\$116,321.86	\$116,321.86	\$93,235.00	\$93,235.00	\$148,400.00	\$148,400.00
2	Incidental Work	LS	1	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00	\$500.00	\$500.00
3	Trench Dewatering	LS	1	\$1.00	\$1.00	\$2,000.00	\$2,000.00	\$1.00	\$1.00
4	Temporary Boardwalk	Ft	50	\$15.00	\$750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Section F - Traffic Control									
5	Traffic Control Signs	SqFt	93	\$4.40	\$409.20	\$5.00	\$465.00	\$5.50	\$511.50
6	Traffic Control, Misc.	LS	1	\$4,950.00	\$4,950.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00
7	Type 3 Barricade, 8' Double Sided	Each	12	\$165.00	\$1,980.00	\$180.00	\$2,160.00	\$88.00	\$1,056.00
Section G - Erosion Control									
8	Turf Mix 1	Lb	125	\$11.00	\$1,375.00	\$7.50	\$937.50	\$11.00	\$1,375.00
9	Turf Mix 2	Lb	35	\$13.20	\$462.00	\$9.00	\$315.00	\$13.20	\$462.00
10	Fertilizing	`	197	\$1.10	\$216.70	\$0.75	\$147.75	\$1.10	\$216.70
11	Fiber Mulching	Lb	1975	\$0.55	\$1,086.25	\$0.55	\$1,086.25	\$0.55	\$1,086.25
12	Inlet Protection	Each	8	\$88.00	\$704.00	\$95.00	\$760.00	\$88.00	\$704.00
13	Vehicle Tracking Control	Each	2	\$400.00	\$800.00	\$1,025.00	\$2,050.00	\$750.00	\$1,500.00
14	Overseeding	SqYd	3205	\$0.44	\$1,410.20	\$0.07	\$224.35	\$0.45	\$1,442.25
15	Placing Contractor Furnish Topsoil	CuYd	534	\$24.00	\$12,816.00	\$27.00	\$14,418.00	\$25.00	\$13,350.00
Section H - Existing Conditions, Work By Others & Removals									
16	Verify Underground Facilities	LS	1	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00
17	Clearing	LS	1	\$500.00	\$500.00	\$5,100.00	\$5,100.00	\$1,000.00	\$1,000.00
18	Clear and Grub Tree, 6" to 24"	Each	6	\$450.00	\$2,700.00	\$500.00	\$3,000.00	\$700.00	\$4,200.00
19	Remove Concrete Curb & Gutter	Ft	352	\$4.00	\$1,408.00	\$4.50	\$1,584.00	\$4.00	\$1,408.00
20	Remove Concrete Pavement	SqYd	333	\$4.00	\$1,332.00	\$6.00	\$1,998.00	\$8.00	\$2,664.00
21	Remove Asphalt Concrete Pavement	SqYd	191	\$4.00	\$764.00	\$6.00	\$1,146.00	\$5.00	\$955.00
22	Remove Concrete Sidewalk	SqYd	11	\$8.00	\$88.00	\$9.00	\$99.00	\$6.00	\$66.00
23	Saw Existing PCC Pavement	LF	150	\$8.80	\$1,320.00	\$5.75	\$862.50	\$6.00	\$900.00
24	Saw Existing Asphalt	LF	80	\$4.40	\$352.00	\$5.75	\$460.00	\$5.00	\$400.00
25	Salvage Traffic Sign for Reset	Each	2	\$11.00	\$22.00	\$12.00	\$24.00	\$55.00	\$110.00
26	Temporary Mailbox	Each	29	\$55.00	\$1,595.00	\$60.00	\$1,740.00	\$110.00	\$3,190.00
27	Manhole Construction Plate Marker	Each	3	\$175.00	\$525.00	\$125.00	\$375.00	\$150.00	\$450.00
Section I - Utilities									
28	Trench Stabilization Material	Ton	100	\$22.00	\$2,200.00	\$25.50	\$2,550.00	\$30.00	\$3,000.00

29	Select Fill	Ton	200	\$15.00	\$3,000.00	\$21.00	\$4,200.00	\$14.00	\$2,800.00
30	Remove Sewer Pipe	Ft	145	\$6.00	\$870.00	\$6.00	\$870.00	\$15.00	\$2,175.00
31	8" Sewer Pipe 6'-8' Deep	Ft	418	\$40.00	\$16,720.00	\$40.00	\$16,720.00	\$42.00	\$17,556.00
32	Sanitary Sewer Manhole Barrel Adjustment	Each	2	\$1,070.00	\$2,140.00	\$2,900.00	\$5,800.00	\$1,250.00	\$2,500.00
33	48" Manhole 6'-8' Deep	Each	1	\$1,817.00	\$1,817.00	\$2,600.00	\$2,600.00	\$2,200.00	\$2,200.00
34	8" Boot for Manhole	Each	2	\$153.00	\$306.00	\$165.00	\$330.00	\$200.00	\$400.00
35	Manhole Frame & Cover	Each	3	\$429.00	\$1,287.00	\$370.00	\$1,110.00	\$500.00	\$1,500.00
36	Manhole External Frame Seal	Each	3	\$330.00	\$990.00	\$400.00	\$1,200.00	\$440.00	\$1,320.00
37	Plug Manhole Invert	Each	1	\$350.00	\$350.00	\$500.00	\$500.00	\$500.00	\$500.00
38	Connect to Existing Manhole	Each	1	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$1,250.00	\$1,250.00
39	Manhole Bench and Invert Reconstruct	Each	1	\$1,150.00	\$1,150.00	\$915.00	\$915.00	\$1,000.00	\$1,000.00
40	6" Sewer Cap	Each	1	\$106.00	\$106.00	\$56.00	\$56.00	\$75.00	\$75.00
41	Cap Existing Sewer	Each	2	\$185.00	\$370.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00
42	8"x6" Sewer Wye	Each	5	\$305.00	\$1,525.00	\$47.00	\$235.00	\$300.00	\$1,500.00
43	Reconnect Sewer Service	Each	5	\$1,454.00	\$7,270.00	\$1,135.00	\$5,675.00	\$750.00	\$3,750.00
44	6" Sewer Service	Ft	198	\$38.00	\$7,524.00	\$25.00	\$4,950.00	\$35.00	\$6,930.00
45	8"x6" Sewer Tap	Each	1	\$376.00	\$376.00	\$650.00	\$650.00	\$2,500.00	\$2,500.00
46	Sanitary Sewer Temporary Bypass	LS	1	\$3,000.00	\$3,000.00	\$3,195.00	\$3,195.00	\$1.00	\$1.00
47	Manhole Exfiltration/Vacuum Test	Each	3	\$150.00	\$450.00	\$415.00	\$1,245.00	\$250.00	\$750.00
48	PVC Sewer Pipe Deflection Test	Ft	418	\$1.00	\$418.00	\$1.75	\$731.50	\$1.00	\$418.00
49	Sanitary Sewer Televising	Ft	418	\$1.00	\$418.00	\$2.50	\$1,045.00	\$2.50	\$1,045.00
50	Remove Water Main	Ft	20	\$4.00	\$80.00	\$23.00	\$460.00	\$15.00	\$300.00
51	6" C900 DR 18 PVC Water Main	Ft	13	\$34.00	\$442.00	\$53.00	\$689.00	\$38.00	\$494.00
52	8" C900 DR 18 PVC Water Main	Ft	698	\$38.00	\$26,524.00	\$45.00	\$31,410.00	\$42.00	\$29,316.00
53	6" MJ Gate Valve with Box	Each	1	\$1,016.00	\$1,016.00	\$2,085.00	\$2,085.00	\$1,200.00	\$1,200.00
54	8" MJ Gate Valve with Box	Each	1	\$1,418.00	\$1,418.00	\$2,530.00	\$2,530.00	\$1,600.00	\$1,600.00
55	8" MJ Bend	Each	2	\$350.00	\$700.00	\$685.00	\$1,370.00	\$550.00	\$1,100.00
56	8"x6" MJ Tee	Each	1	\$512.00	\$512.00	\$950.00	\$950.00	\$700.00	\$700.00
57	8"x6" MJ Reducer	Each	1	\$352.00	\$352.00	\$650.00	\$650.00	\$425.00	\$425.00
58	6" MJ Cap	Each	1	\$167.00	\$167.00	\$270.00	\$270.00	\$200.00	\$200.00
59	6" MJ Sleeve	Each	1	\$239.00	\$239.00	\$500.00	\$500.00	\$350.00	\$350.00
60	Fire Hydrant	Each	1	\$2,822.00	\$2,822.00	\$5,400.00	\$5,400.00	\$3,500.00	\$3,500.00
61	Temporary Flushing Hydrant	Each	1	\$900.00	\$900.00	\$4,965.00	\$4,965.00	\$1,000.00	\$1,000.00
62	6" Fire Hydrant Extension	Each	1	\$722.00	\$722.00	\$725.00	\$725.00	\$900.00	\$900.00
63	12" Fire Hydrant Extension	Each	1	\$815.00	\$815.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
64	Cut and Tie to Existing Water Main	Each	2	\$2,162.00	\$4,324.00	\$2,165.00	\$4,330.00	\$1,500.00	\$3,000.00
65	1" Water Service	Ft	20	\$42.00	\$840.00	\$27.00	\$540.00	\$170.00	\$3,400.00
66	2" Water Service	Ft	53	\$44.00	\$2,332.00	\$46.00	\$2,438.00	\$103.00	\$5,459.00

67	Water Service Reconnect (1")	Each	2	\$1,138.00	\$2,276.00	\$700.00	\$1,400.00	\$750.00	\$1,500.00
68	Water Service Reconnect (2")	Each	2	\$1,336.00	\$2,672.00	\$1,185.00	\$2,370.00	\$1,000.00	\$2,000.00
69	Water Service Stub-out (2")	Each	1	\$2,126.00	\$2,126.00	\$1,610.00	\$1,610.00	\$3,300.00	\$3,300.00
70	Temporary Water Service	Each	4	\$1,450.00	\$5,800.00	\$865.00	\$3,460.00	\$100.00	\$400.00
71	Remove Storm Sewer Pipe	Ft	21	\$10.00	\$210.00	\$24.00	\$504.00	\$18.00	\$378.00
72	15" RCP Class 3, Furnish	Ft	58	\$12.17	\$705.86	\$15.00	\$870.00	\$12.25	\$710.50
73	15" RCP, Install	Ft	58	\$29.00	\$1,682.00	\$35.00	\$2,030.00	\$30.00	\$1,740.00
74	18" RCP Class 3, Furnish	Ft	247	\$14.83	\$3,663.01	\$20.00	\$4,940.00	\$15.00	\$3,705.00
75	18" RCP, Install	Ft	247	\$33.00	\$8,151.00	\$32.00	\$7,904.00	\$32.00	\$7,904.00
76	Class M6 Concrete	CuYd	5.8	\$1,045.00	\$6,061.00	\$1,300.00	\$7,540.00	\$1,515.00	\$8,787.00
77	Reinforcing Steel	Lb	237	\$2.75	\$651.75	\$3.00	\$711.00	\$4.50	\$1,066.50
78	Type B Frame & Grate	Each	3	\$715.00	\$2,145.00	\$600.00	\$1,800.00	\$715.00	\$2,145.00
79	Junction Box Frame & Cover	Each	2	\$506.00	\$1,012.00	\$475.00	\$950.00	\$510.00	\$1,020.00
80	Connect to Existing Structure	Each	2	\$1,600.00	\$3,200.00	\$1,550.00	\$3,100.00	\$1,000.00	\$2,000.00
Section J - Grading, Paving & Restoration									
81	Unclassified Excavation	CuYd	3650	\$6.50	\$23,725.00	\$11.00	\$40,150.00	\$10.00	\$36,500.00
82	Unclassified Excavation for Grade Stabilization	CuYd	200	\$8.00	\$1,600.00	\$20.00	\$4,000.00	\$12.00	\$2,400.00
83	Geotextile Fabric for Grade Stabilization	SqYd	4457	\$2.00	\$8,914.00	\$3.00	\$13,371.00	\$2.45	\$10,919.65
84	Scarify & Recompact Subgrade	SqYd	4457	\$0.50	\$2,228.50	\$1.75	\$7,799.75	\$1.50	\$6,685.50
85	Aggregate Base Course	Ton	3350	\$13.50	\$45,225.00	\$20.00	\$67,000.00	\$18.15	\$60,802.50
86	Crushed Angular Washed Rock	Ton	853	\$23.00	\$19,619.00	\$26.00	\$22,178.00	\$33.00	\$28,149.00
87	Asphalt Concrete Composite, PG58-34	Ton	1075	\$86.90	\$93,417.50	\$97.00	\$104,275.00	\$91.00	\$97,825.00
88	Concrete Curb & Gutter, Type SF66	Ft	1754	\$17.87	\$31,343.98	\$18.50	\$32,449.00	\$17.90	\$31,396.60
89	6" PCC Fillet Section	SqYd	58	\$88.00	\$5,104.00	\$90.00	\$5,220.00	\$88.00	\$5,104.00
90	Concrete Valley Gutter, 6" Thick	SqYd	24	\$88.00	\$2,112.00	\$90.00	\$2,160.00	\$88.00	\$2,112.00
91	Adjust Manhole	Each	5	\$385.00	\$1,925.00	\$555.00	\$2,775.00	\$385.00	\$1,925.00
92	Valve Box Adjustment	Each	3	\$220.00	\$660.00	\$150.00	\$450.00	\$143.00	\$429.00
93	6" PCC Approach/Driveway Pavement	SqYd	305	\$68.75	\$20,968.75	\$68.00	\$20,740.00	\$68.75	\$20,968.75
94	4" Concrete Sidewalk	SqFt	6151	\$6.00	\$36,906.00	\$6.50	\$39,981.50	\$6.00	\$36,906.00
95	6" Concrete Sidewalk	SqFt	950	\$7.15	\$6,792.50	\$8.50	\$8,075.00	\$7.15	\$6,792.50
96	Detectable Warning Panel	SqFt	63	\$66.00	\$4,158.00	\$65.00	\$4,095.00	\$66.00	\$4,158.00
97	6" Accessible Curb Ramp Sidewalk	SqFt	683	\$10.18	\$6,952.94	\$15.00	\$10,245.00	\$10.20	\$6,966.60
98	Reset Mailbox	Each	29	\$110.00	\$3,190.00	\$110.00	\$3,190.00	\$137.50	\$3,987.50
99	Reset Traffic Sign	Each	2	\$110.00	\$220.00	\$110.00	\$220.00	\$110.00	\$220.00
				Total Base Bid	\$609,798.00		\$694,890.10		\$702,665.30



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Ruud and Opal Lane Intersection
Repairs

Stockwell Project No.: 20047

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 13th day of February, 2020, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF HARTFORD**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Hartford

Address: 125 N Main Avenue | Hartford, SD 57033

Phone No.

Fax No.

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated February 13, 2020. In general, the Project consists of survey, design, plan development and construction administration services to reconstruct and repair infrastructure within the Ruud Lane and Opal Lane intersection.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: \$34,900.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of Hartford
Ruud and Opal Lane Intersection Repairs



20047 | SEI No.
Project Limits Map | Encl

February 13, 2020

Mrs. Teresa Sidel
City of Hartford
cityhall@hartfordsd.us

Re: Proposal for Professional Services
Ruud and Opal Lane Intersection Repairs

Dear Mrs. Sidel,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the abovementioned project. Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions".

Acknowledgments

Client: City of Hartford
Project: Ruud and Opal Lane Intersection Repairs

Description: In general, the Project consists of survey, design, plan development, and construction administration services to reconstruct and repair infrastructure within the Ruud Lane and Opal Lane intersection. Project limits shall be as identified in the attached illustration.

Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

Proposal for Professional Services

City of Hartford

Ruud and Opal Lane Intersection Repairs

Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Contact public and private utility companies to inform them of the project and request background information.
- 2.5 Request utility locates through the State One Call System, if available.
- 2.6 Conduct field survey of land within Client provided Site. Survey to be performed in a manner to record the site's topology and features to a reasonable accuracy. Stockwell to perform the following:
 - 2.6.1 Establish benchmarks and control points throughout site.
 - 2.6.2 Search for existing boundary markers and survey those found.
 - 2.6.3 Investigate below ground facilities accessible at the time of survey and record dimensional characteristics.
 - 2.6.4 Survey subsurface facilities located by utility company's Agent at the time of survey.
 - 2.6.5 Survey topology and above ground features.
- 2.7 Prepare topographic survey utilizing AutoCAD Civil 3D for use by Stockwell in development of plan documents.

Task 3 | Schematic Design

- 3.1 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be utilized by Stockwell. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 3.2 Recommend location and extent of exploratory services necessary for the Project.
- 3.3 Propose general layout and alignment of improvements. Improvements to be designed to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 3.4 Develop preliminary elevations of the roadway and corridor.
- 3.5 Identify rights-of-way (ROW) and easements required for the Project
- 3.6 Review preliminary layouts with Client's staff.
- 3.7 Develop preliminary opinion of estimated construction costs for the Project.
- 3.8 Client to develop funding strategy for the Project.
- 3.9 Coordinate with Client's legal staff to prepare easements and ROW documents for Client to negotiate and execute.

[Deliverables: Cost Estimates, and ROW documents.](#)

Proposal for Professional Services

City of Hartford

Ruud and Opal Lane Intersection Repairs

Task 4 | Design Development

- 4.1 Layout and design the project improvements based on Client approved schematic plan.
- 4.2 Design improvements in coordination with Client's staff.
- 4.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be included in Stockwell's construction documents. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 4.5 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 4.6 Develop Autodesk corridor model of the roadway. Model to include triangular irregular network (TIN) of the finished grade and subgrade surface.
- 4.7 Determine removal limits for the Project site.
- 4.8 Estimate amount of earthwork required to construct project.
- 4.9 Coordinate and conduct meetings with private utility companies.
- 4.10 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.

[Deliverables: Notice of Intent](#)

Task 5 | Construction Documents

- 5.1 Finalize design.
- 5.2 Prepare construction documents. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site and will be suitable for review by permitting agencies with jurisdiction over the project.
- 5.3 Perform Internal Quality Assurance Procedures
- 5.4 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 5.5 Submit construction documents to the following entities for comment.
 - 5.5.1 Private Utility Companies.
- 5.6 Address comments to review documents and incorporate into final deliverables.
- 5.7 Deliver copies of final construction documents to review entities.
- 5.8 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction cost and two paper copies of final construction documents for bidding purposes.

[Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.](#)

Proposal for Professional Services

City of Hartford

Ruud and Opal Lane Intersection Repairs

Task 6 | Bidding

- 6.1 Provide bidding documents to prospective bidders.
- 6.2 Maintain a list of plan holders.
- 6.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 6.4 Attend the bid opening and administer letting.
- 6.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 6.6 Attend council meeting to present recommendation to Client.

Deliverables: Addendums; tabulation of bids received; and recommendation of award.

Task 7 | Contracts

- 7.1 Prepare construction agreement and submit to Contractor for signature.
- 7.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 7.3 Prepare Contractor's notice to proceed.
- 7.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.

Deliverables: Executed contract documents; and contractor's notice to proceed.

Task 8 | Construction Administration

- 8.1 Assist Client in procuring material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 8.2 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 8.3 Review and make comment on shop drawings or other product submittals from contractor
- 8.4 Mark removal limits of appropriate items.
- 8.5 Document conditions of project site prior to construction beginning by means of video.
- 8.6 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.

Proposal for Professional Services

City of Hartford

Ruud and Opal Lane Intersection Repairs

- 8.7 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 8.8 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 8.9 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 8.10 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 8.11 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 8.12 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 8.13 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 8.14 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in unanticipated effort by Stockwell shall be considered an additional service.
- 8.15 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 8.16 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor and mark repairs in the field. Exhaustive site visits or coordination resulting in unanticipated effort by Stockwell shall be considered an additional service.

[Deliverables: Preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; and punch lists.](#)

Task 9 | Construction Staking

- 9.1 Mark proposed improvements and elevations as shown on the plans.
- 9.2 Reset boundary markers found at the time of survey but are removed during construction.

Task 10 | Project Closeout

- 10.1 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 10.2 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.

[Deliverables: Notice of termination; and record drawings.](#)

Proposal for Professional Services

City of Hartford
Ruud and Opal Lane Intersection Repairs

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services
- Materials Testing
- Environmental Review
- Coordination of warranty repairs
- Public Meetings
- Change Order Work

Compensation

Compensation for services provided by Stockwell pursuant to this proposal will be as outlined below excluding sales or excise tax (based on estimated construction costs of \$155,000). Client must make payments in accordance with the Standard Terms and Conditions attached to this proposal.

▪ Task 1 thru 6 (lump sum, not to exceed)	\$19,250
▪ Task 7 and 10 (hourly, estimated at)	\$15,650
▪ Total	\$34,900

The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the estimated compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President



Opal Lane

Ruud Lane

20047 - project limits.dwg

Project Limits Map Ruud & Opal Lane



Scale: 1" = 60'



2/13/2020 SEI No: 20047



Schedule of Billing Rates

Effective January 1, 2020

Principal	\$236.00 per hour
Engineer VIII	\$223.80 per hour
Engineer VII	\$177.10 per hour
Engineer VI	\$166.50 per hour
Engineer V	\$156.20 per hour
Engineer IV	\$152.30 per hour
Engineer III	\$148.20 per hour
Engineer II	\$137.90 per hour
Engineer I	\$130.40 per hour
Engineer/Technology Student	\$61.70 per hour
Water System Advisor	\$150.00 per hour
Land Surveyor VII	\$171.70 per hour
Land Surveyor VI	\$163.40 per hour
Land Surveyor V	\$147.10 per hour
Land Surveyor IV	\$130.90 per hour
Land Surveyor III	\$125.10 per hour
Land Surveyor II	\$119.60 per hour
Land Surveyor I	\$108.00 per hour
Landscape Architect VI	\$162.20 per hour
Landscape Architect V	\$152.10 per hour
Landscape Architect IV	\$142.20 per hour
Landscape Architect III	\$132.30 per hour
Landscape Architect II	\$104.60 per hour
Landscape Architect I	\$98.10 per hour
Landscape Designer	\$78.10 per hour
Construction Manager II	\$148.00 per hour
Construction Manager I	\$137.50 per hour
Construction Inspector II	\$120.90 per hour
Construction Inspector I	\$111.10 per hour
Technician VI	\$127.00 per hour
Technician V	\$119.30 per hour
Technician IV	\$108.00 per hour
Technician III	\$98.10 per hour
Technician II	\$92.50 per hour
Technician I	\$86.90 per hour
Administration IV	\$98.20 per hour
Administration III	\$90.70 per hour
Administration II	\$83.10 per hour
Administration I	\$75.60 per hour
Electronic Survey Equipment	\$51.30 per hour
Mileage	current IRS mileage rate

Stockwell reserves the right to adjust the rates.

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq.

as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The

foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Swenson Park Sports Complex
FEMA Storm Shelter

Stockwell Project No.: 20049

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 14th day of February, 2020, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF HARTFORD** (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Hartford

Address: 125 N Main Avenue | Hartford, SD 57033

Phone No. (605) 528-6187

Fax No.

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated February 14, 2020. In general, the Project consists of preparing a concept plan of storm shelter with restroom/concessions for FEMA submittal.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Lump sum \$1,450.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of Hartford
Swenson Park Sports Complex FEMA Storm Shelter



20049 | SEI No.

Sports Complex & Industrial Park Master Plan | Encl

February 14, 2020

Ms. Teresa Sidel
City of Hartford
125 N Main Avenue
Hartford, SD 57033

BY EMAIL ONLY
cityhall@hartfordsd.us

Re: Proposal for Professional Services
Swenson Park Sports Complex FEMA Storm Shelter

Dear Teresa,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Swenson Park Sports Complex FEMA Storm Shelter (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Hartford** is referred to as the "Client."

Acknowledgments

Client: City of Hartford

Project: Swenson Park Sports Complex FEMA Storm Shelter

Description: In general, the Project consists of preparing a concept plan of storm shelter with restroom/concessions for FEMA submittal. Project location shall be as identified in the attached illustration.

Scope of Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Concept Plan

- 1.1 Review all background information made available to Stockwell by Client.
- 1.2 Shelter plan by architectural sub-consultant.

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

Proposal for Professional Services

City of Hartford

Swenson Park Sports Complex FEMA Storm Shelter

- 1.2.1 Basic floor plan and building elevations.
- 1.2.2 Typical wall sections.
- 1.2.3 Determine FEMA occupancy count.
- 1.2.4 Prepare preliminary cost estimate.
- 1.3 Coordinate and conduct two project meeting with Client's staff and sub-consultant.
- 1.4 Submit electronic pdf copy of concept plan to Client for review.
- 1.5 Address comments to review documents and incorporate into final deliverables.
- 1.6 Deliver to Client an electronic pdf copy of final concept plan.

[Deliverables: Concept plan.](#)

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Construction documents.

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$1,450.00 excluding sales or excise tax**. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq.

as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The

foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

Maintenance Report – 2/18/2020

February 14, 2020

Streets

Snow removal – We are working on opening up inlets and also working on the valleys getting ready for the warm up and running water. We hauled around 120 ton of salt and salt sand last week. We should be good now.

Slurry seal – The slurry seal project is out for bids and the letting is 2/20/2020.

Equipment- The maintainer started knocking last Sunday while cleaning the streets. I believe it is an ejector issue. We have RDO looking at it and they are replacing them. We hope to have it back together next week. The boom truck will be on the auction until February 20th. I have had two people call me on it so far. During these cold days we have been busy changing oil and servicing the equipment.

I-90 – No updates at this time

Dump truck – No updates at this time.

Hwy 38 – No updates on this.

Signage – The guys put a few signs up this last week. We will continue installing the rest after the frost is out.

Downtown lights – We are still looking into these. Eight of the ten where on the other night.

Mosquito fogger – The new fogger has arrived, so we would like to surplus the old one.

Water

Meters – We have started changing a few meters out and will continue throughout the year. When we seal sump pumps this spring, we will schedule enough time to change those meters at that time.

Reports – No reports due at this time.

Sewer

Main list station – Everything is running well at this time.

Reports – The monthly DMR report has been filled out and sent.

Lagoons – We will be taking some sample this spring to see if we can discharge.

Sagehorn lift station – All is good at this time.

Sump pumps – Nothing new at this time.

Discharge permit – We received the new permit a few weeks ago. It went into effect February 1st.

Park

Parks – nothing new at this time.

Mower - I have received a quote for the replacement mower from Gillespie. This mower is a demo that they had from last year. It has around 50 hours on it and will come with a complete warranty, plus it is \$3,700.00 less than a new one. My recommendation would to go with this unit.

Turtle Creek – June Hansen with South Dakota Board on Geographic Names sent an e-mail this morning on some updates for the naming of the unnamed tributary. SB 62 has cleared the House floor and is on its way to the Governor's desk to be signed. If signed it will go into effect July 1st 2020. With any luck the tributary will be named Turtle Creek this coming fall. All in all, it looks very promising.

Bike Trail – At this time we are still able to keep the trails open, and we will continue as long as we can.

Sports complex – I've been on line and on the phone this last week looking for a field drag, hope to have something by the end of March.

Public buildings – We will be working on inventory in the next few weeks.

Q U O T A T I O N

GILLESPIE OUTDOOR POWER EQUIPMENT
 1080 Ruud Trail
 STE 1
 Hartford, SD 57033 USA
 Phone #: (605)528-3345

PHONE #: (605)528-6187
 CELL #: (605)366-6115
 ALT. #: (605)366-6119
 P.O.#: DEMO W/ FF
 TERMS: Net 10th EOM
 SALES TYPE: Quote

DATE: 1/31/2020
 ORDER #: 20639
 CUSTOMER #: 100678
 CP: JP Pliska
 LOCATION: 1
 STATUS: Active

BILL TO 100678

CITY OF HARTFORD
 125 N MAIN ST
 HARTFORD, SD 57033

SHIP TO

CITY OF HARTFORD
 125 N MAIN ST
 HARTFORD, SD 57033

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
EXC	937219	HUSTLER SUPER 104 VANGUARD EFI W/ MULCH	1	\$20,775.00	\$20,775.00
EXC	606843	KIT, FLEX FORK	1	\$479.99	\$479.99
EXC	606671	KIT, FLEX FORKS	1	\$449.99	\$449.99
EXC	123618	KIT, WING SUPPORT	1	\$467.00	\$467.00
EXC	117257	MULCH KIT, S104	1	\$0.00	\$0.00
****	TRADE-IN	TRADE-IN ALLOWANCE	1	-\$7,850.00	(\$7,850.00)

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$14,321.98
TAX:	\$0.00
ORDER TOTAL:	<u>\$14,321.98</u>

Authorized By: _____

FINANCE OFFICER REPORT

February 18, 2020

Cash Report and Sales Tax Revenue: Following is a comparison of the 2019 and 2020 Cash Reports as well as the year to date Sales Tax Revenue as of January 31st

	<u>January 31, 2019</u>	<u>January 31, 2020</u>	<u>Difference</u>
Total Cash	\$3,741,130.49	\$3,969,241.69	\$228,111.20
General Fund	\$1,805,535.34	\$1,063,041.00	-\$742,494.34
1 st Penny	\$ 38,591.63	\$ 45,481.22	\$ 6,889.59
2 nd Penny	\$ 38,591.62	\$ 45,481.21	\$ 6,889.59
3 rd Penny	\$ 5,275.77	\$ 5,916.60	\$ 640.83

Committee Funds: Attached are the committee reports as of January 31, 2020

Bike/Rec Trail Committee	\$ 49,062.04
Sports Complex Committee	\$226,779.37
Downtown Committee	\$ 20,586.05

Bill Report: Please review the bill report that is included in your packet. If you have questions, please feel free to contact me or stop in and look at the invoices. Following are highlights:

Concrete Materials	12,662.21	Sand/Salt for Streets
Dakota Supply Group	695.88	Replacement Faucets for Parks
Farmers & Merchants Co-op	1,813.17	Diesel Fuel
Matheson Tri-Gas, Inc	819.00	Purchase of Three Tanks
Metering & Technology Sol	10,145.82	New Water Meters
Minnehaha County Sheriff	46,150.00	1 st Quarter Contract
Minnehaha County Treasurer	5,604.60	Street Maintenance Fee on City's Parcels
Roto-Rooter	1,660.00	9 th St – Cleaning of Gravel from Manholes
Van Diest Supply Company	13,010.00	New Mosquito Sprayer
Van Diest Supply Company	9,004.80	Mosquito Spray/Briquets
Pre-Paid Bills		
120 Main Events	200.00	Hall Rental - 1/28/20 Joint Jurisdiction Public Input Mtg

Election: A reminder that the deadline to turn in nominating petitions is 5pm on Friday Feb 28th.

Equalization Meeting: Objection forms for property owners to file an appeal will be available in our office on Thursday Feb 20th. The forms must be returned to our office no later than 5pm Thursday Mar 12th. I have contacted the school and asked for them to designate a school board member to sit on the equalization board. Once again, our equalization meeting will be Wednesday, Mar 18th 7pm.

Calendar of Events:

February 2020:

Monday, 17 th	Presidents Day Holiday – City Hall Closed
Monday, 17 th	Jamboree Committee Meeting @ Deer Hollow Apts Community Rm, 6pm
Tuesday, 18 th	City Council Meeting @ City Hall, 7pm
Wednesday, 19 th	Bike & Rec Trails Committee Meeting @ The Goat, 7:30pm
Thursday, 20 th	Coffee with the Cops @ Stomping Grounds, 7am
Friday, 21 st	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 25 th	Planning & Zoning Meeting @ City Hall, 7pm
Friday, 28 th	HADF Meeting @ Stomping Grounds, 7:30am
Friday, 28 th	Municipal Election – 5pm deadline for filing nominating petitions

March 2020:

Tuesday, 3 rd	City Council Meeting @ City Hall, 7pm
Friday, 6 th	HADF Meeting @ Reliabank, 7:30am
Sunday, 8 th	HASR Meeting @ Blue 42, 7pm
Monday, 9 th	Chamber Meeting @ Fire Station, 6:30pm
Tuesday, 10 th	Planning & Zoning Meeting @ City Hall, 7pm
Thursday, 12 th	Equalization – 5pm deadline for filing an appeal
Friday, 13 th	HADF Meeting @ Stomping Grounds, 7:30am
Monday, 16 th	Jamboree Committee Meeting @ Deer Hollow Apts Community Rm, 6pm
Tuesday, 17 th	City Council Meeting @ City Hall, 7pm
Wednesday, 18 th	Equalization Meeting @ City Hall, 7pm
Thursday, 19 th	Coffee with the Cops @ Stomping Grounds, 7am
Friday, 20 th	HADF Meeting @ Stomping Grounds, 7:30am
Friday, 27 th	HADF Meeting @ Stomping Grounds, 7:30am
Monday, 30 th	Municipal Election – 5pm deadline for voter registration
Tuesday, 31 st	Planning & Zoning Meeting @ City Hall, 7pm

Prepared by: Karen Wilber

BIKE/REC TRAIL COMMITTEE FUNDS

(as of January 31, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$25,038.24	\$438.90	\$24,599.34
End of Year 2011 - Balance	12/31/2011	\$144,373.60	\$147,224.03	\$21,748.91
End of Year 2012 - Balance	12/31/2012	\$115,057.43	\$81,227.85	\$55,578.49
End of Year 2013 - Balance	12/31/2013	\$11,506.78	\$10,206.58	\$56,878.69
End of Year 2014 - Balance	12/31/2014	\$56.78	\$2,345.73	\$54,589.74
End of Year 2015 - Balance	12/31/2015	\$52.25	\$10,039.46	\$44,602.53
End of Year 2016 - Balance	12/31/2016	\$174.69	\$762.70	\$44,014.52
End of Year 2017 - Balance	12/31/2017	\$59.04	\$25,854.37	\$18,219.19
End of Year 2018 - Balance	12/31/2018	\$30,584.26	\$48,803.45	\$0.00
End of Year 2019 - Balance	12/31/2019	\$10,011.59	\$4,949.97	\$5,061.62
Year 2019				
Deposit (2020 Budget)	1/1/2020	\$44,000.00		\$49,061.62
Deposit (interest)	1/31/2020	\$0.42		\$49,062.04
TOTALS TO DATE for 2020		\$44,000.42	\$0.00	\$49,062.04

To date, the balance of Bike/Rec Trail fund is \$49,062.04

Summary of Expenses:	
Advertising	\$78.05
501c3	\$407.00
Filing Fees-Land	\$22.00
Filing Fees	\$98.00
Attorney's/Accountant's Fees	\$1,273.92
Supplies-Phase 1	\$93.43
Contractor-Phase 1	\$118,535.29
Engineer-Phase 1	\$23,023.44
Engineer-Hwy 38	\$45,777.95
Engineer-Phase 3/4	\$5,880.28
Engineer-Wetlands Phase 3/4	\$3,711.60
SD Dot - Hwy 38	\$1,801.98
Wetlands Bank-Hwy 38	\$41,000.00
Bricks	\$423.40
Building Supplies - Turtle Creek Shelter	\$1,022.15
SD Dot - Mike Franken	\$64,084.55
Tetonka	\$24,620.00

Sports Complex Committee Funds

(as of January 31, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$100,153.94	\$1,284.28	\$98,869.66
End of Year 2011 - Balance	12/31/2011	\$100,287.58	\$192,255.17	\$6,902.07
End of Year 2012 - Balance	12/31/2012	\$47,754.85	\$346,215.92	(\$291,559.00)
End of Year 2013 - Balance	12/31/2013	\$409,797.66	\$85,298.19	\$3,294,047.00
End of Year 2014 - Balance	12/31/2014	\$45,423.32	\$76,328.01	\$2,035.78
End of Year 2015 - Balance	12/31/2015	\$50,015.74	\$45,940.22	\$6,111.83
End of Year 2016 - Balance	12/31/2016	\$14,032.17	\$0.00	\$20,144.00
End of Year 2017 - Balance	12/31/2017	\$100,180.67	\$0.00	\$120,324.67
End of Year 2018 - Balance	12/31/2018	\$186.43	\$22,283.15	\$98,227.95
End of Year 2019 - Balance	12/31/2019	\$51,335.42	\$22,794.52	\$126,768.85
Year 2020				
Deposit (2020 Budget)	1/1/2020	\$100,000.00		\$226,768.85
Interest Deposit	1/31/2020	\$10.52		\$226,779.37
TOTALS		\$100,010.52	\$0.00	\$226,779.37

To date, the balance of Sports Complex funds is \$226,779.37

Summary of Expenses:	
501c3 Filing Fees	\$750.00
Attorney's/Accountant's Fees	\$608.42
Earnest Money	\$500.00
Land Purchase	\$150,000.00
Land Purchase-Closing Costs	\$444.00
Engineer-Wetlands	\$2,980.80
Loan Expenses	\$15,712.03
Advertising Fees	\$40.52
Engineer Fees	\$94,424.55
Construction Fees - Sitework	\$355,467.20
Soukup Construction - Overseeding	\$4,011.66
Supplies	\$907.33
D. Hauptman Co. - Soccer Goals	\$3,510.00
American Fence Company (fence 2 softball fields)	\$72,330.46
Water Line Expense	\$465.31
Ag-Lime	\$45,940.22
Electrical	\$8,248.80
Water Service Line	\$13,569.04
Daktronics, Inc (2 scoreboards)	\$11,367.52
Beaverbuilt, Inc (scoreboard frames)	\$3,126.00
Beaverbuilt, Inc (telehandler rental for scoreboard install)	\$275.00
Colton Redi-Mix, Inc (concrete for scoreboard install)	\$432.00
Travis Electric, Inc (electrical for scoreboard install)	\$5,260.00
Stockwell Engineers (master plan/cost estimates)	\$2,028.60

DOWNTOWN COMMITTEE FUNDS

(as of January 31, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2011 - Balance	12/31/2011	\$5,000.06	\$4,910.63	\$89.43
End of Year 2012 - Balance	12/31/2012	\$10,009.86	\$0.00	\$10,099.29
End of Year 2013 - Balance	12/31/2013	\$10.35	\$474.57	\$9,635.07
End of Year 2014 - Balance	12/31/2014	\$6.78	\$9,000.00	\$641.85
End of Year 2015 - Balance	12/31/2015	\$1.71	\$496.91	\$146.65
End of Year 2016 - Balance	12/31/2016	\$3.70	\$0.00	\$150.35
End of Year 2017 - Balance	12/31/2017	\$3.53	\$0.00	\$153.88
End of Year 2017 - Transfer Committee Acct Balance	12/31/2017	\$2,044.14	\$0.00	\$2,198.02
End of Year 2018 - Balance	12/31/2018	\$3.72	\$0.00	\$2,201.74
End of Year 2019 - Balance	12/31/2019	\$11,883.43	\$3,500.00	\$10,585.17
Year 2019				
Deposit (2020 Budget)	1/1/2020	\$10,000.00		\$20,585.17
Interest Deposit	1/31/2020	\$0.88		\$20,586.05
TOTALS		\$10,000.88	\$0.00	\$20,586.05

To date, the balance of Downtown fund is \$20,586.05

Summary of Expenses:	
Attorney's/Accountant's Fees	\$1,105.34
Remaining Appropriation (benches, trash cans)	\$4,302.20
Postage for Survey Mailing	\$474.57
Hartford Area Optimist Club (mural)	\$3,500.00
Transfer to General Fund	\$9,000.00

Explanation of Agenda ItemsApplications/Hearings/Resolutions/Ordinances:

- **Resolution 2020-1:** FEMA has allocated funds to the State for disaster relief in the wake of the 2019 flooding and tornadoes. These funds allow communities within the designated disaster area (Minnehaha County being one of them) to apply for hazard mitigation grants. With the funds available, the hazard mitigation grants are currently at an 85/15 match, with FEMA paying 85% of any approved projects and the city paying 15% of any approved project. There are two projects that would be beneficial to the city and fall within the guidelines for this grant.
 1. **Portable Generators:** Currently the city has one generator which we can use to back up the north lift station or our new lift station – our main lift station has a battery backup system. If we were ever hit with a major disaster and lost power for a significant amount of time, our lift stations would be in trouble. SECOG has said we can apply for two additional generators to make sure all our lift stations keep running. Craig got me a cost estimate for 2 more generators and the total cost is around \$190,000. The grant covers 85% so the city would only need to expense about \$28,500. This grant makes the purchase of these generators much more affordable for the city. This was discussed at the last city council meeting and it was the consensus of the council to move forward with this application.
 2. **Storm Shelter/Concession Stand/Restroom Building at Sports Complex:** This is a new possible project. Members of the HASR meet about 1 ½ weeks ago with Jeremy, Travis, Arden, Mitch and I to discuss the best way to move forward with a Concession Stand/RR Building at the sports complex. The HASR was looking into designs and I looked into grants. Grants are fairly limited for recreation facilities but if we construct this building to serve as a storm shelter as well, which would be great if inclement weather arose when there are people at the sports complex, then we can apply for this FEMA grant. Since applications are due in about 3 weeks, we need to decide if we want to pursue this grant as well. The HASR is still working on a design so we don't have a cost estimate yet, but they are looking at a 26'x51' building. Last estimate from Stockwells was around \$260/sf – which would make a building of this size around \$345,000 (I'm not sure if this cost figure would include the cost of reinforcing the building to storm shelter requirements). All-in-all, even if it's a \$500,000 building we still would pay less than \$100,000 if we receive this grant. The city did budget \$100,000 this year to the HASR for a building facility. This FEMA money is not always available, and I believe this would be the best opportunity the city would have to get grant dollars to help finance this.

If the city would like to move forward with both applications for FEMA's Hazard Mitigation Grant then we need to approve resolution 2020-1 that would designate myself, as city administrator, to sign any documents required as Hartford's agent. Application deadline for these grants is March 15, 2020 so the city must move quickly to at least submit an application for consideration.

Reports (Action Items):

- **City Engineer Report:**
 - **Review/Approve 9th Street Project Bids:** Bid opening for the 9th Street Project was held on February 5th. The city had 6 bidders. The low bid came in from Zacharias Construction Inc for \$531,803.00 (this is less than our engineer estimate of \$661,000). The bids were reviewed by our engineers and they recommend awarding the project to the low bidder. The city has 30 days to award the bid. Funding for this project is reserve funds and an SRF loan through DENR.
 - **Review/Approve Engineer Proposal for Ruud Lane/Opal Lane Repairs:** As discussed at our 2020 budget meeting last August, the intersection of Ruud Lane and Opal Avenue needs repairs and should be rebuilt. The city budgeted \$180,000 for this project. In your packet is a proposal from Stockwells for engineering services. Their services would consist of survey, design, plan development and construction administration for the project. A breakdown of these services is in their proposal. Proposed engineering costs is \$34,900.00
 - **Review/Approve Engineer Proposal for Concept Layout on Sports Complex Storm Shelter/Concession Stand/RR Building:** If the council decides to move forward with applying for the FEMA Hazard Mitigation Grant, our engineers have submitted a proposal for them to help

the city and HASR develop a conceptual floor plan and the necessary information needed for an application to FEMA, ensuring the building meets all the grant requirements for a storm shelter (i.e. wind load, building occupancy, etc.). The cost of this service would be \$1,450.00

• **Public Works Superintendent:**

- **Review/Approve Quote for New Mower:** The city budgeted \$25,000 for a new mower. Enclosed in your packet is a quote from Gillespie for a 104” riding mower w/mulch kit. This was a demo mower and has 50 hours on it. Gillespies would give the city full warranty on the mower just like it was new. Staff is recommending approval of this quote for purchase.

Old Business:

- **Sponsorship Request by HASR:** BJ Olson with the HASR has indicated that he would like to re-address the city council regarding sponsorship for the Sports Complex. The HASR has been talking with Great Plain Sponsorship about utilizing their help to secure donations/sponsors for the Sports Complex. He would like the council to allow the HASR to use funds in the sports complex committee account for this cost. There is \$226,779.37 in the sports complex fund.

New Business:

- **Approve Surplus List:** Enclosed in the packet is a list of items that the staff is suggesting to surplus with your approval.

Non-Agenda Updates

District 9 Meeting: Enclosed in your packet is information on the upcoming SDML District Meetings. The SDML has set up 10 District within the state and each District will hold a meeting for public officials and guests. This usually starts off with a social, followed by a dinner and then a few short speakers. LaVonne Taylor usually gives a run-down on the latest legislative changes that effect cities and is always informative. Hartford is in District 3 so our meeting will be held Thursday, March 19 in Vermillion. Please let Karen or me know if you wish to attend. Registration cost is \$26.00 per person, with a deadline date of March 5th.

Lock Boxes: Still waiting for Bryan at the fire department to let me know when they have everything in place to switch to the new lock box system so we can notify the affected businesses or facilities.

2045 LRTP: I continue to work with the Metropolitan Planning Organization (MPO) on the regions long range transportation plan. Our committee is putting together a list of future needs and project. There will be an open house planned in Hartford for later in March that will give the public and opportunity to review the committees work so far and to get any input from the public. We are also planning to hold a stakeholder meeting sometime soon so we can gather input from city staff, city engineers and elected officials – I will notify you with more information once again when this is set.

Please let me know if you have any questions or concerns. 605-261-3995
Teresa

