

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HIGHWAY  
IMPROVEMENT INC. FOR ASPHALT SURFACE CRACK SEALING**

This Agreement is made and entered into by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and Highway Improvement Inc., P.O. Box 1803, Sioux Falls, South Dakota 57101, herein after referred to as the "Contractor."

WHEREAS, the City needs to retain a contractor to provide crack sealing services on asphalt streets within the City; and

WHEREAS, the Contractor was the lowest responsible bidder for the same service with Pennington County within the last twelve months; and

WHEREAS, the Contractor is willing to perform crack sealing for the City at the same price as it agreed to perform the work for Pennington County; and

WHEREAS, upon reviewing this bid, City engineering staff is of the opinion that this is a favorable rate for the work to be performed and awarding the contract to the Contractor for this amount is in the City's best interests; and

WHEREAS, the City is awarding this contract without competitive bidding pursuant to the exception contained in SDCL 5-18-18, which allows a local government entity to purchase an item from the lowest responsible bidder of an item competitively bid in the last twelve months by itself, or another governmental entity, at or below the bid price.

NOW THEREFORE, the parties hereby agree as follows:

1. The Contractor shall provide crack sealing services to the City at a rate of \$.48 a foot. The work shall be performed in accordance with the General and Special Conditions incorporated in the April 10, 2009, agreement with Pennington County and the City's Standard Specifications for Public Works Construction and Design Criteria Manuals. If there is a conflict between the City's criteria and/or design standards and the general or special conditions contained in the contract with Pennington County, the City standards shall control.
2. The Contractor shall perform the work at the direction of the City Engineer or their designee. The Contractor shall invoice the City for work actually performed. The City shall promptly pay Contractor upon review and approval of the invoices. The City anticipates that 75,000 feet of crack sealing will be performed with a maximum total contract price of \$36,000. The Contractor will be paid for work actually performed at the rate described in paragraph 1 up to \$36,000. The parties acknowledge that actual quantities and final payment may be less.
3. This Agreement along with the bid documents and contract with Pennington County constitute the entire agreement of the parties. No other documents or statements are incorporated herein.

4. This Agreement is governed under the laws of the State of South. Any action concerning this Agreement shall be venued in Pennington County, South Dakota in the Circuit Court for the Seventh Judicial Circuit.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

HIGHWAY IMPROVEMENT INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of South Dakota        )  
  )ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as its Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of \_\_\_\_\_                    )  
  )ss.  
County of \_\_\_\_\_                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the

\_\_\_\_\_ of Highway Improvement Inc. and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)

**CONTRACT**  
**FOR**

**ASPHALT SURFACE CRACK SEALING**

**BETWEEN**  
**CONTRACTOR AND PENNINGTON COUNTY**

THIS AGREEMENT, made the 17th day of March, 2009, by and between Highway Improvement, Inc. hereinafter called the Contractor, and Pennington County, hereinafter called the County,

WITNESSETH:

The Contractor and the County for the consideration hereinafter named agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor shall furnish items as described in the Specifications and shall do everything required by this Contract, Notice, General Conditions, Special Conditions, and Specifications, which are hereby made a part of this Contract, including the following Addenda:

**ADDENDUM NO.**

**DATED**

N/A

**ARTICLE 2. THE CONTRACT DOCUMENTS**

The Notice for Bids, General Conditions, Special Conditions, Addenda, and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor further agrees and states they have read the advertisement calling for bids, and have studied the detailed Specifications and are familiar with the terms and conditions stipulated therein.

**ARTICLE 3. TIME**

Per Specifications or Purchase Order.

CONTRACT (CONTINUED)

ARTICLE 4. CONTRACT AMOUNT

Pricing as per attached proposal, in the amount of \$43,920.00.

WITNESS WHEREOF: Pennington County, its Board of County Commissioners having duly approved this Contract has caused this Contract to be executed in its behalf by its Chair, thereunto duly authorized, attested thereto by its County Auditor, and has hereto attached its corporate seal this 10<sup>th</sup> day of April, 2009.

PENNINGTON COUNTY OF RAPID CITY,  
SOUTH DAKOTA

BY: Brenda Young  
BRENDA YOUNG, CHAIRPERSON  
County

DATE: April 10, 2009

Highway Improvement Inc  
NAME OF COMPANY (Contractor)

BY: [Signature]  
AUTHORIZED SIGNATURE

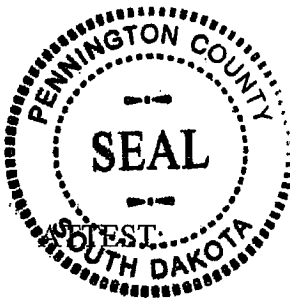
Vice president  
TITLE

ADDRESS: PO Box 1803

Sioux Falls SD 57101

TELEPHONE: 605-335-0786

DATE: April 9, 2009



Victoria M Wolf  
JULIE PEARSON, Auditor  
County Auditor

(Corporation Seal)

**PROPOSAL**

**ASPHALT SURFACE CRACK SEALING**

PROPOSAL OF: HIGHWAY IMPROVEMENT, INC.

Hereinafter called the Contractor proposes and agrees to and with Pennington County, hereinafter called the County, to furnish the following, at prices stated:

<u>ITEM NO.</u>	<u>DESCRIPTION (CRACK SEAL OF ROAD SEGMENT)</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	120901 Reservoir Road	LF	2000	\$ <u>.48</u>	\$ <u>960.00</u>
2.	144501 161 <sup>st</sup> Avenue	LF	4000	\$ <u>.48</u>	\$ <u>1,920.00</u>
3.	241405 Hwy 14/16	LF	85,500	\$ <u>.48</u>	\$ <u>41,040.00</u>

Total Bid: \$ 43,920.00

**PROPOSAL VALIDATION**

Check here if substitute Bid Schedule is attached. \_\_\_\_\_

The within proposal and agreement are based upon the Conditions, Stipulations, and Specifications named in the notice inviting bids for Asphalt Surface Crack Sealing, which notice and detailed specifications are made as definitely a part of this Contract as if written herein at length.

HIGHWAY IMPROVEMENT, INC. DATE: 3/21/2009  
 NAME OF COMPANY (Contractor) (Please Print)

BRETT MEADORS  
 AUTHORIZED REPRESENTATIVE (Please Print)

[Signature]  
 AUTHORIZED SIGNATURE

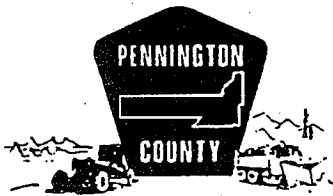
ADDRESS: PO Box 1803

PROJECT MANAGER  
 TITLE

SIoux FALLS, SD 57101

TELEPHONE: 605 - 310 - 7725

46 - 0384 363  
 FEDERAL TAX IDENTIFICATION NUMBER



# Pennington County Highway Department

3601 Highway 79 South • Rapid City, South Dakota 57701-2044  
(605) 394-2166 • FAX (605) 394-2168

PW063009-15  
PENNINGTON COUNTY



## BID DOCUMENT

FOR

ITEM 2  
ASPHALT SURFACE CRACK SEALING

March 3, 2009  
2:00 PM  
Pennington County Highway Department

### PENNINGTON COUNTY COMMISSIONERS

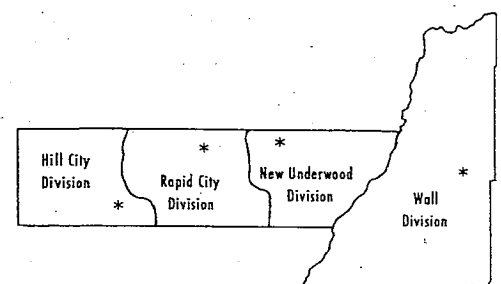
BRENDA YOUNG, CHAIRPERSON

#### MEMBERS

Gale Holbrook  
Nancy Trautman

Ethan Schmidt  
James Kjerstad

HIENE H. JUNGE  
SUPERINTENDENT  
PENNINGTON COUNTY HIGHWAY DEPARTMENT



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ASPHALT SURFACE CRACK SEALING

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**NOTICE TO BIDDERS**

Sealed bids will be received by the Pennington County Highway Department on behalf of the Board of Commissioners for the following items at the Pennington County Highway Department 3601 Highway 79 South, Rapid City, SD 57701, until 2:00 PM on Tuesday, March 3, 2009. Any bids received after 2:00 PM will be returned unopened.

ITEM 1: ASPHALT SURFACE TREATMENT

ITEM 2: ASPHALT SURFACE CRACK SEALING

ITEM 3: AGGREGATE STOCKPILES

ITEM 4: AGGREGATE MATERIALS; ASPHALT MAINTENANCE MATERIALS; COMPOSITE ASPHALT CONCRETE; CONCRETE PRODUCTS; CORRUGATED METAL PIPE; CUTBACK AND EMULSIFIED ASPHALT; EQUIPMENT RENTAL; FENCING; GUARDRAIL; MAGNESIUM CHLORIDE SOLUTION; SEEDING, FERTILIZING, MULCHING, AND EROSION CONTROL BLANKET; TIMBER BRIDGE MATERIALS; AND TRAFFIC CONTROL MATERIALS.

Copies of the minimum specifications are on file at the Pennington County Highway Department, 3601 Highway 79 South, Rapid City, South Dakota 57701. For questions and comments, please contact the Pennington County Highway Department at (605) 394-2166.

By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the State of South Dakota.

The Board of Commissioners reserves the right to reject any or all bids and to waive any irregularities therein and reserves the right to award the contract to the lowest responsible bidder as they so determine.

Julie A. Pearson, Auditor  
Pennington County

Publish: February 18, 2009 and February 25, 2009

**GENERAL CONDITIONS****ASPHALT SURFACE CRACK SEALING****1. Bidders Information:**

Each bid envelope shall contain one (1) bid proposal only (IN DUPLICATE) and shall be marked with the words "Sealed Bid for – Asphalt Surface Crack Sealing."

**Bidders do not need to return the bid document. Return only the proposal pages in duplicate and bid security when required.**

The Bidder shall submit proposals on forms included in this bid document. A Substitute Bid Schedule printed by a computer in lieu of completing the included Proposal Forms would be allowed. If a substitute proposal is used, it shall be attached to the provided Proposal Forms. Such computer printed substitute proposal shall include at the top of each page:

- A. Letting Date.
- B. Project Title.
- C. County.
- D. Bidder's Name and Address.

The substitute computer printed Proposal shall have column headings that include: Line Number, Item Description, Estimated Quantity, Unit Designation, Unit Bid Price, and Amount Bid for each item. The Total or Gross Sum Bid shall be printed below the last bid item. The legal name of Company and Authorized Signature in ink and Title at the end of the Substitute Proposal shall be provided. The included proposal validation of Proposal shall be completed and attached to All Proposals.

**Any bid submitted must be accompanied by a certified check, cashier's check, or bank draft drawn on a State or National bank for 5 percent of the bid or a bid bond for 10% of the amount of the bid, such bond to be issued by a surety authorized to do business in this state and payable to Pennington County. Check to be certified or issued by either a State or National bank and payable to Pennington County as a guarantee of the bidder entering into a contract. The checks of all unsuccessful bidders will be returned within 30 days after the bids have been opened.**

By virtue of statutory authority of SDCL 5-19-3 preference will be given to materials, products, and supplies found or produced within the State of South Dakota. Bids submitted by out-of-state suppliers will be adjusted by their state bid preference.

The County reserves the right to reject all bids and unless all bids presented are rejected, the lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL chapter 5-18 or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted. However, the County reserves the right to accept the bid that is to the advantage of and is in the best interest of Pennington County.

**GENERAL CONDITIONS (CONTINUED)****2. Contract Agreement:**

Low bidder required to enter into contract provided by Pennington County. Payment for material will be made BY CHECK, within a reasonable time after receipt and approval of the material, receipt of an invoice, and approval by the Pennington County Board of Commissioners.

**3. General Provisions Included By Reference:**

The following General Provisions are included by reference with noted changes from the South Dakota Department of Transportation (SDDOT) "Standard Specifications for Roads and Bridges," 2004 Edition.

**SECTION 1 -- DEFINITIONS AND TERMS**

In its entirety with the following changes:

- |                 |  |
|-----------------|--|
| 1.12            | Commission shall refer to the Pennington County Board of Commissioners. Director of Operations shall refer to the Chairperson of the Pennington County Board of Commissioners. |
| 1.18            | County shall refer to Pennington County, South Dakota through its authorized representative.   |
| 1.21            | Department shall refer to the Pennington County Highway Department.  |
| 1.22, 1.4, 1.43 | Region Engineer, Area Engineer and Engineer shall refer to the Pennington County Highway Superintendent or his designated representative.                                      |

**SECTION 2 -- BIDDING REQUIREMENTS AND CONDITIONS**

- |      |   |
|------|---|
| 2.4  | Interpretation of Quantities in Bid Proposal.                               |
| 2.5  | Examination of Plans, Specifications, Special Provisions, and Site of Work. |
| 2.10 | Withdrawal or Revision of Proposals.  |
| 2.12 | Public Opening of Proposals.  |
| 2.13 | Disqualification of Bidders.  |

**SECTION 3 -- AWARD AND EXECUTION**

- |     |                                     |
|-----|-------------------------------------|
| 3.1 | Consideration of Proposals.         |
| 3.3 | Cancellation of Award.              |
| 3.5 | Requirement of Contract Bond.       |
| 3.6 | Execution and Approval of Contract. |
| 3.7 | Failure to Execute Contract.        |

**GENERAL CONDITIONS (CONTINUED)****SECTION 4 -- SCOPE OF WORK**

- 4.1 Intent of Contract.
- 4.2 Alterations of Contract.
- 4.3 Extra Work.
- 4.4 Maintenance of Traffic.
- 4.5 Rights in and Use of Materials Found on the Work.
- 4.6 Final Cleaning Up.

**SECTION 5 -- CONTROL OF WORK**

In its entirety.

**SECTION 6 -- CONTROL OF MATERIAL**

- 6.1 Source of Supply and Quality Requirements.
- 6.2 Local Material Sources and Waste Sites.
- 6.3 Samples, Tests, Cited Specifications.
- 6.4 Plant Inspection.
- 6.5 Storage of Materials.
- 6.6 Handling Materials.
- 6.7 Unacceptable Materials.
- 6.8 Department Furnished Material.

**SECTION 7 -- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

In its entirety.

**SECTION 8 -- PROSECUTION AND PROGRESS**

In its entirety.

**SECTION 9 -- MEASUREMENT AND PAYMENT**

- 9.1 Measurement of Quantities.
- 9.2 Scope of Payment.
- 9.4 Compensation for Altered Quantities.
- 9.5 Extra and Force Account Work.
- 9.6 Eliminated Items.
- 9.8 Payment for Materials Delivered to Project.
- 9.11 Freight Rates.
- 9.13 Prompt Payment and Retainage.

**SPECIAL CONDITIONS**

**ASPHALT SURFACE CRACK SEALING**

**1. CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE CONTRACT:**

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, then the Contractor may, upon seven (7) days notice in writing to the County, stop work or terminate this contract and recover from the owner payment for all work executed and partially executed and reasonable profit.

**2. LABOR AND DISMISSAL OF EMPLOYEES:**

The Contractor shall employ only persons who are competent and skillful in their respective lines of work, and local labor shall be given preference. Whenever the Highway Superintendent shall notify the Contractor that any person on the work is, in his opinion, incompetent, unfaithful, or disorderly or refuses to carry out the provisions of this contract or uses threatening or abusive language to any person shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Highway Superintendent.

**3. MINIMUM INSURANCE REQUIREMENTS:**

In accordance with (SDDOT) “Standard Specifications for Roads and Bridges”, 2004 Edition, Section 7.15, the following minimum level of Liability Insurance shall be maintained by the Contractor. Proof of coverage shall be provided to Pennington County prior to commencing work.

<u>Coverage Required</u>	<u>Minimum Limit of Liability</u>
Workman’s Compensation	Statutory
General Liability	\$1,000,000.00
Automobile Liability	\$500,000.00

**4. COMPLETION:**

All work shall be completed by September 15, 2009.

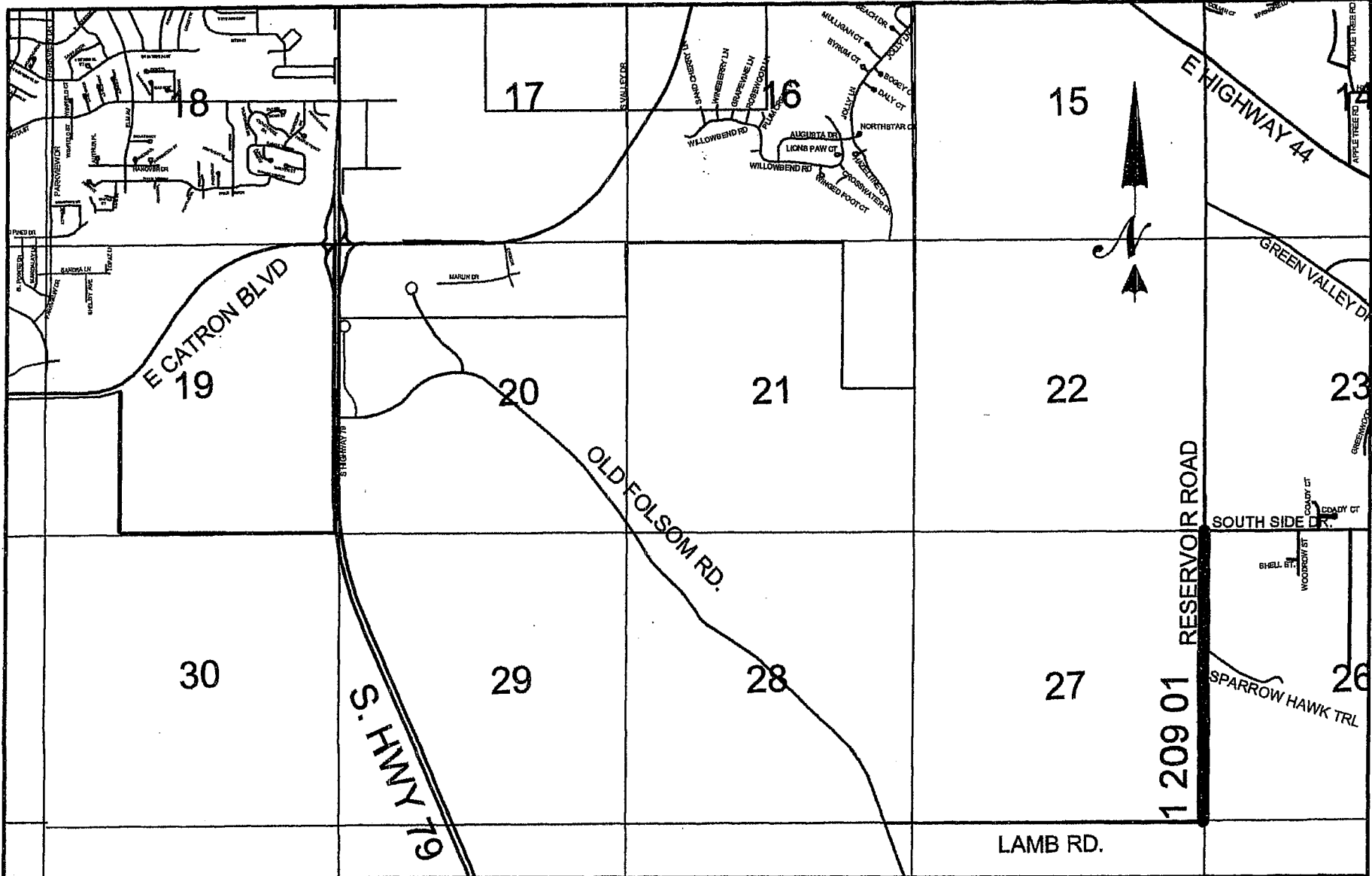
**SPECIFICATIONS****ASPHALT SURFACE CRACK SEALING**

Asphalt Surface Crack Sealing shall include all labor, materials, traffic control, equipment, and incidentals to rout and seal transverse and longitudinal cracks in an asphalt road surface.

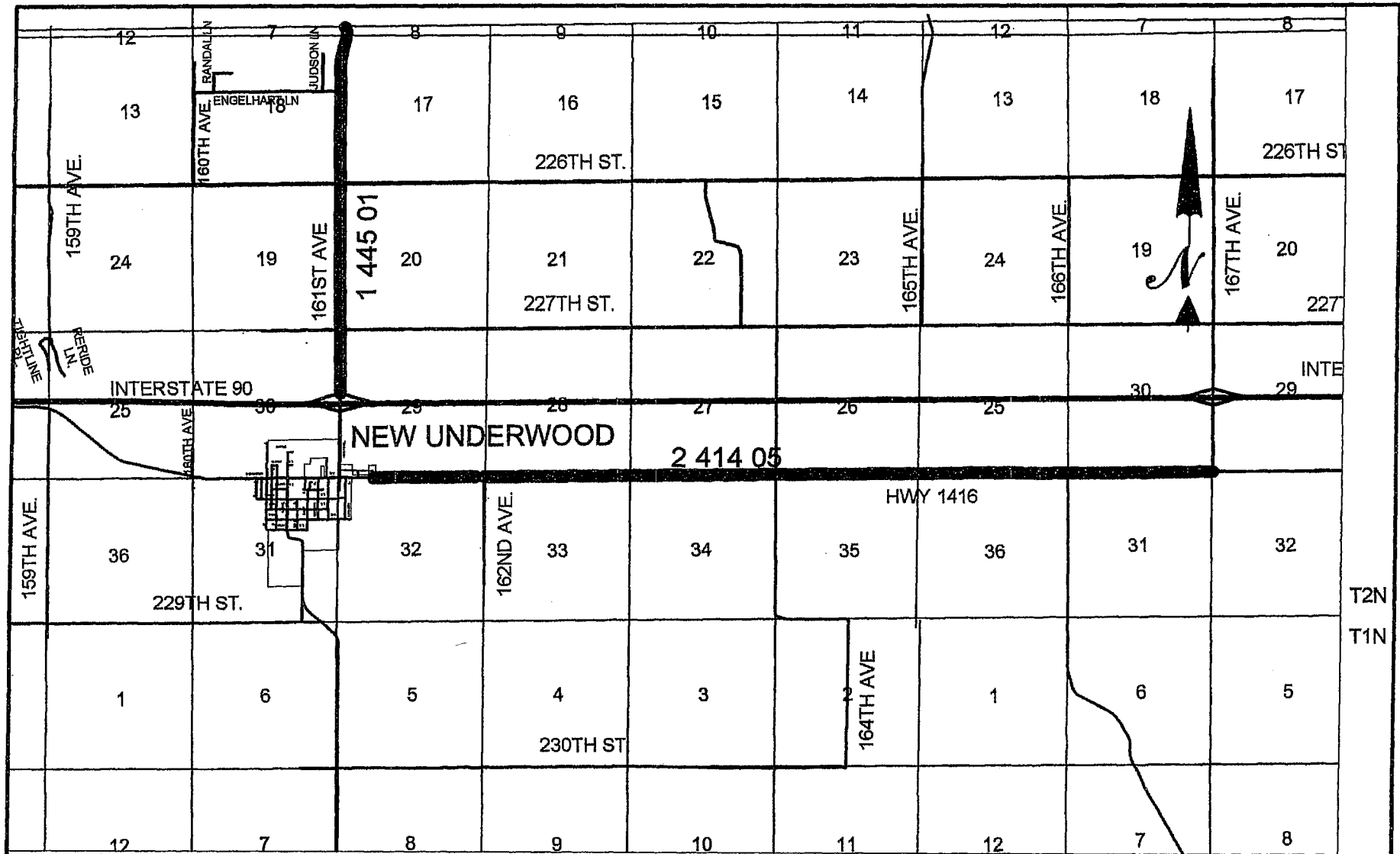
Traffic control shall be in conformance with the "Manual on Uniform Traffic Control Devices" Current Edition (MUTCD).

Construction shall be completed according to the requirements of (SDDOT) "Standard Specifications for Roads and Bridges," 2004 Edition, Section 350.

Measurement shall be by the linear foot. This work shall be paid for at the unit price bid per linear foot, which shall be full payment for the work.



SCALE 1" = 1/2 MILES T1N R8E BHM AREA OF WORK	2009 ASPHALT SURFACE CRACK SEAL	PENNINGTON COUNTY HIGHWAY DEPT. 3601 HWY 79 SOUTH RAPID CITY, SD 57701 (605) 394-2166	
	PROJECT LOCATION RESERVOIR ROAD	DWG NO. PENNINGTON COUNTY DRAWING	REV:



R10E

R11E

R12E

SCALE 1" = 1 MILES

AREA OF WORK 

2009 ASPHALT SURFACE CRACK SEAL

PROJECT LOCATION  
1416 & 161ST AVENUE

PENNINGTON COUNTY HIGHWAY DEPT.  
3601 HWY 79 SOUTH  
RAPID CITY, SD 57701  
(605) 394-2166

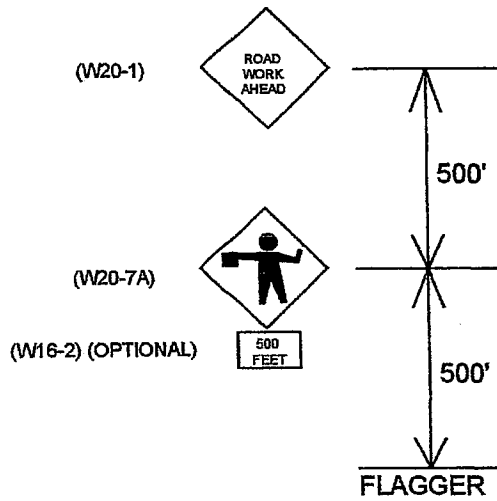
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DWG NO. PENNINGTON COUNTY DRAWING

REV:

SHEET 2 OF 2





**NOTES:**

Traffic Control, including flagging and pilot car through the work zone shall be provided by the Contractor.

No separate payment shall be made for traffic control through the work zone.

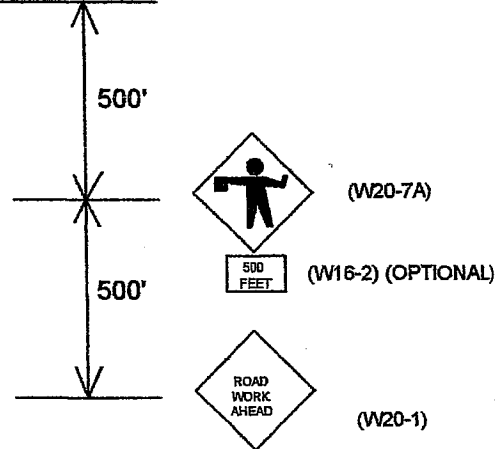
**ESTIMATE OF QUANTITIES**

Segment ID	ROAD NAME	LENGTH (Miles)	Est. Crack Sealing (LF)
120901	Reservoir Road	1.00	2,000
144501	161st Avenue	2.50	4,000
241405	Hwy 1416	5.70	85,500
<b>TOTALS</b>		<b>9.20</b>	<b>91,500</b>

Quantities were derived from past work on nearby road segments. Significant variations in estimated quantities and those actually completed may be expected.

WORK ZONE

FLAGGER



**TYPICAL TRAFFIC CONTROL APPLICATION DAYTIME OPERATION.**

ASPHALT SURFACE CRACK SEALING

PENNINGTON COUNTY HIGHWAY DEPT.  
3601 HWY 79 SOUTH  
RAPID CITY, SD 57701  
(605) 394-2166

DRAWN BY: WDA 2/2009

ESTIMATE OF QUANTITIES  
& TRAFFIC CONTROL

DWG NO. PENNINGTON COUNTY DRAWING

REV:

SHEET 3 OF 3

**PROPOSAL**

**ASPHALT SURFACE CRACK SEALING**

PROPOSAL OF: \_\_\_\_\_

Hereinafter called the Contractor proposes and agrees to and with Pennington County, hereinafter called the County, to furnish the following, at prices stated:

<u>ITEM NO.</u>	<u>DESCRIPTION (CRACK SEAL OF ROAD SEGMENT)</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	120901 Reservoir Road	LF	2000	\$ _____	\$ _____
2.	144501 161 <sup>st</sup> Avenue	LF	4000	\$ _____	\$ _____
3.	241405 Hwy 14/16	LF	85,500	\$ _____	\$ _____

Total Bid: \$ \_\_\_\_\_

**PROPOSAL VALIDATION**

Check here if substitute Bid Schedule is attached. \_\_\_\_\_

The within proposal and agreement are based upon the Conditions, Stipulations, and Specifications named in the notice inviting bids for Asphalt Surface Crack Sealing, which notice and detailed specifications are made as definitely a part of this Contract as if written herein at length.

DATE: \_\_\_\_\_

NAME OF COMPANY (Contractor) (Please Print) \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (Please Print) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

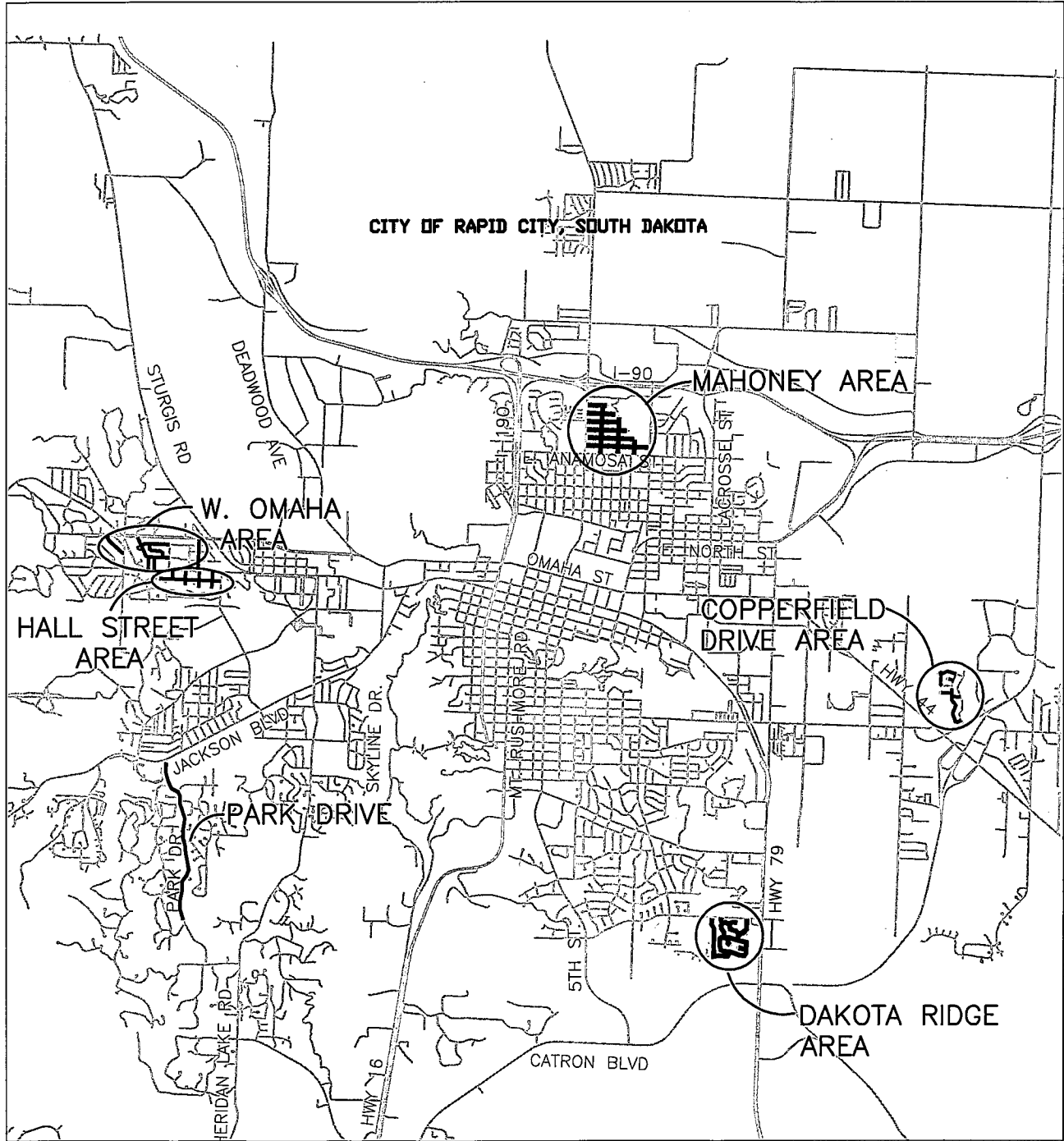
AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER \_\_\_\_\_

**EXHIBIT  
CRACK SEALING PROJECT  
PROJECT# ST09-1807  
CIP 50549**



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