

AGREEMENT BETWEEN
 THE CITY OF RAPID CITY
 AND
 HILLS MATERIALS COMPANY
 FOR
 P.E.T.T. BUILDING PARKING LOT REPAIR
 PROJECT NO: PL11-1979 / CIP NO. NA

1) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

2) This Agreement is entered into this _____ day of _____, 2011, by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the state of South Dakota, hereinafter referred to as the "City," and Hills Materials Company hereinafter referred to as the "Contractor."

3) The Contractor agrees to perform the work described in the Project Plan at the rate per quantity specified in its Informal Quote. The parties recognize that the actual quantities provided by the Contractor will vary depending on the needs of the City. The Contractor agrees to provide quantities in excess of those contained in the Informal Quote if needed by the City. The Contractor will only be paid for work actually performed in an amount not to exceed \$13,847.00. This Agreement along with attached Informal Quotations and Project Plan constitutes the entire agreement between the City and Contractor and supersedes all prior written or oral communications.

4) The Contractor agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Contractor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.

5) The Contractor is an independent entity and not an employee, agent, or partner of the City.

6) The Contractor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers' Compensation Employer's Liability	Statutory \$1,000,000
B. Comprehensive General Liability (Including Contractual Liability And Completed Operations) Bodily Injury and Property Damage	\$1,000,000 each occurrence

Combined Single Limit

\$1,000,000 aggregate

- C. Comprehensive Automobile Liability (when applicable)
 - (Owned, Hired, and Non-owned Vehicles) \$1,000,000 each person
 - Bodily Injury and Property Damage \$1,000,000 each accident
 - Combined Single Limit \$1,000,000 each occurrence

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

7) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

8) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this _____ day of _____, 2011.

Hills Materials Company

By: _____

Its: _____

CITY OF RAPID CITY

Mayor

ATTEST

Finance Officer

INFORMAL QUOTATIONS

PROJECT: PL11-1979, RAPID TRANSIT BUILDING PARKING LOT REPAIR #2

ITEM NO.	ITEMS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION PER LUMP SUM	1	\$ 3,740.00	\$ 3,740.00
2	REMOVE ASPHALT PAVEMENT PER SQUARE YARD	164	\$ 8.00	\$ 1,312.00
3	DIGOUTS WITH BASE COURSE PER CUBIC YARD	15	\$ 90.00	\$ 1,350.00
4	PLACE 5" ASPHALT PAVEMENT PER TON IN PLACE	50	\$ 106.00	\$ 5,300.00
5	BASE COURSE IN PLACE PER TON IN PLACE	55	\$ 39.00	\$ 2,145.00

THIS QUOTATION WAS PREPARED BY:

HILLS MATERIALS COMPANY

CONTRACTOR

P.O. BOX 2320
RAPID CITY, SD 57709

ADDRESS


SIGNATURE AND TITLE
William J. Keller, V. President

8/31/11 (605) 394-3300
DATE PHONE NO.

FOR CITY USE ONLY:

FUND NO. _____

DEPT. NO. _____

LINE NO. _____

COST ESTIMATE

13,847.



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

HILLS MATERIALS COMPANY
 P.O. BOX 2320
 RAPID CITY, SD 57709

NAME AND ADDRESS OF INSURED



Liberty Mutual

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2012		WA7-C8D-004095-021 WC7-C81-004095-011	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	EMPLOYERS LIABILITY
					Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2012		TB2-C81-004095-111	General Aggregate	\$2,000,000
				Products / Completed Operations Aggregate	\$2,000,000
				Each Occurrence	\$2,000,000
				Personal & Advertising Injury	\$2,000,000 Per Person / Organization
		RETRO DATE		Other FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE	Other
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2012		AS2-C81-004095-121	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER	9/1/2011 9/1/2012		EW1-68N-025031-011	SIR \$250,000 EXCESS WC-STATUTORY / EL-\$750,000 PER OCC; Auto: Comp Ded \$10,000/Coil Ded \$10,000	
ADDITIONAL COMMENTS					
P.E.T.T. Building Parking Lot Repair - Project No. PL 11-1979/CIP No. NA City of Rapid City, SD is listed as additinal insured					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

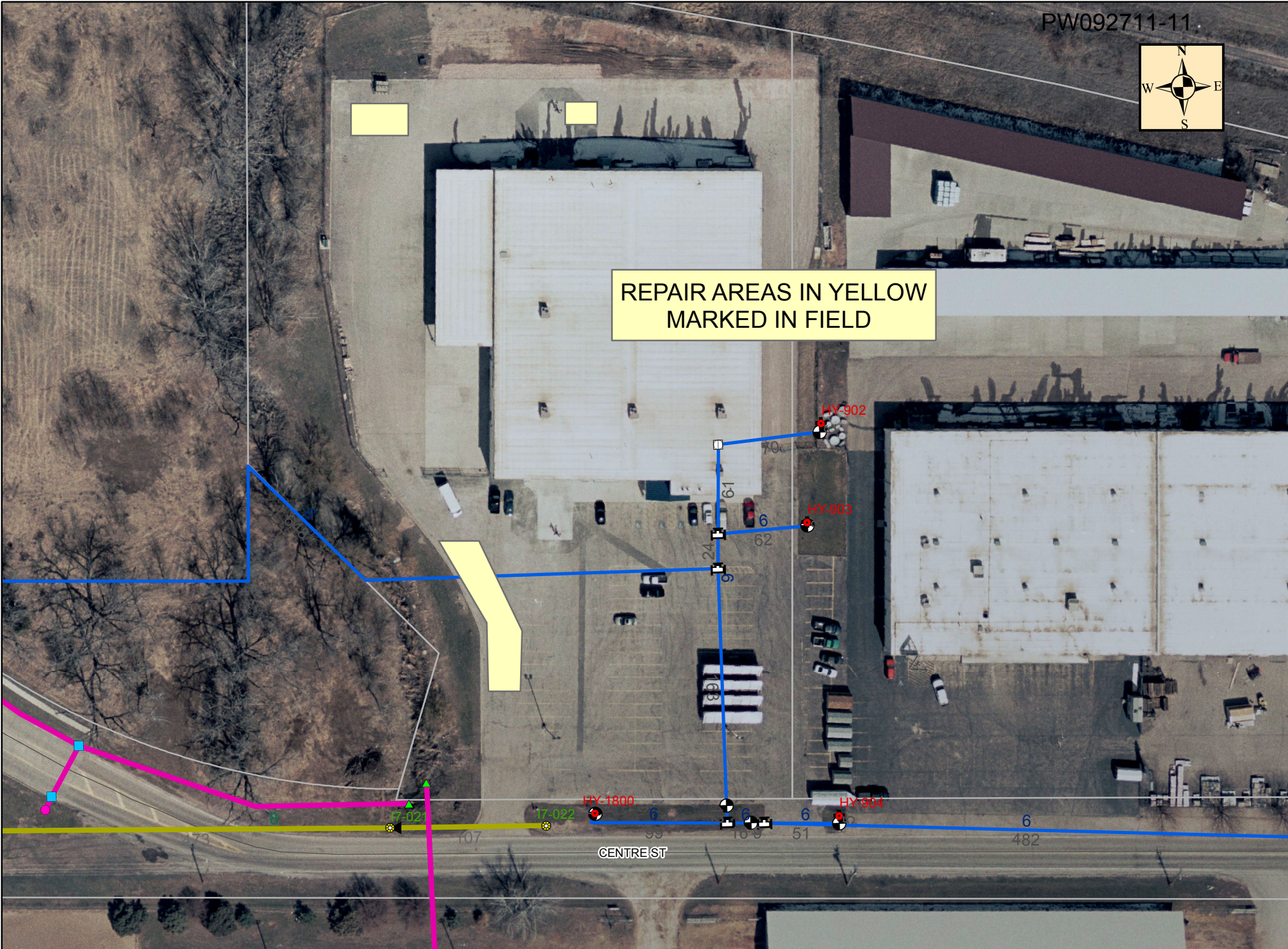
Liberty Mutual Insurance Group

CITY OF RAPID CITY
 300 SIXTH STREET
 RAPID CITY, SD 57709

J. Balazentis
 Judith Balazentis
 AUTHORIZED REPRESENTATIVE
 Pittsburgh / 0387
 12 Federal Street, Ste. 310
 Pittsburgh PA 15212-5706 412-231-1331 9/8/11
 OFFICE PHONE DATE ISSUED



REPAIR AREAS IN YELLOW
MARKED IN FIELD



PETT BUILDING PARKING REPAIR #2