

AGREEMENT BETWEEN
THE CITY OF RAPID CITY
AND
HILLS MATERIALS COMPANY
FOR
EAST ST. PATRICK MANHOLE ADJUSTMENTS
PROJECT: MIP09-1794 / CIP NO. 50298

- 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 28th day of May, 2009, 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 \$12,205.00. 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.

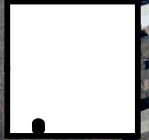
Type of Coverage

Minimum Limits of Coverage

A.	Workers' Compensation Employer's Liability	Statutory \$1,000,000
B.	Comprehensive General Liability (Including Contractual Liability And Completed Operations)	

EAST ST. PATRICK MANHOLES

PW063009-02



E SAINT ANDREW ST

HAWTHORNE AVE

E SAINT FRANCIS ST

