

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HIGHWAY  
IMPROVEMENT, INC. FOR ASPHALT SURFACE CRACK SEALING  
PROJECT NO. ST10-1887 / CIP NO. 50549**

This Agreement is made and entered into this 22<sup>nd</sup> day of June, 2010, 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., PO 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 \$.58 a foot. The work shall be performed in accordance with the General and Special Conditions incorporated in the March 16, 2010, agreement with Pennington County and the City's Standard Specifications for Public Works Construction. 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 125,000 feet of crack sealing will be performed with a maximum total contract price of \$72,500. The Contractor will be paid for work actually performed at the rate described in paragraph one up to \$72,500. 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 Dakota. 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

ATTEST:

\_\_\_\_\_  
Mayor Alan Hanks

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

HIGHWAY IMPROVEMENT, INC.

(SEAL)

State of South Dakota )

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

ss.

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

County of Pennington )

*[Signature]*  
PROJECT MANAGER

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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.

(seal)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires:

State of South Dakota )

ss.

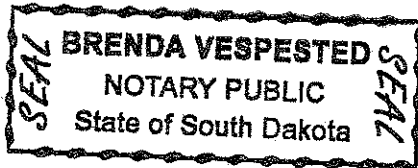
County of Pennington )

On this 10<sup>th</sup> day of June, 2010, before me, the undersigned officer personally appeared Brett Meadors, who acknowledged himself to be project manager of Highway Improvement Inc. and that as such, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained

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

(seal)

*[Signature]*  
\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires:



My Commission Expires  
March 13, 2015



# Pennington County Highway Department

3601 Cambell Street • Rapid City, SD 57701-2044  
(605) 394-2166 • FAX (605) 394-2168

PENNINGTON COUNTY



PRIDE IN THE PAST, FAITH IN THE FUTURE

## BID DOCUMENT

FOR

ITEM 7

ASPHALT SURFACE CRACK SEALING  
(VARIOUS ROADS)

March 8, 2010

2:00 PM

Pennington County Highway Department

### PENNINGTON COUNTY COMMISSIONERS

ETHAN SCHMIDT, CHAIRPERSON

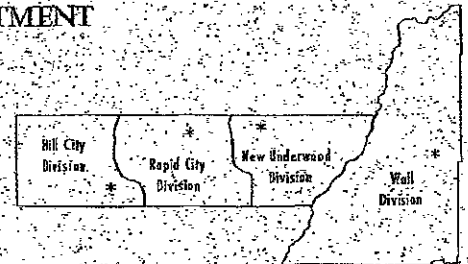
### MEMBERS

Nancy Trautman  
Brenda Young

Gale Holbrook  
James Kjerstad

HIENE H. JUNGE  
SUPERINTENDENT

PENNINGTON COUNTY HIGHWAY DEPARTMENT



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**ASPHALT SURFACE CRACK SEALING  
(VARIOUS ROADS)**

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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 Cambell Street, Rapid City, SD 57701, until 2:00 PM on Monday, March 8, 2010. Any bids received after 2:00 PM will be returned unopened.

- Item 1: Asphalt Concrete Overlay Project AC 2010-1
- Item 2: Asphalt Concrete Overlay Project AC 2010-2
- Item 3: Asphalt Concrete Overlay Project AC 2010-3
- Item 4: Aggregate Stockpile Project AGG 2010-4
- Item 5: Aggregate Stockpile Project AGG 2010-5
- Item 6: Asphalt Surface Treatment
- Item 7: Asphalt Surface Crack Sealing
- Item 8: 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; Traffic Control Materials.

Copies of the minimum specifications are on file at the Pennington County Highway Department, 3601 Cambell Street, 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 17, 2010 and February 24, 2010

**GENERAL CONDITIONS**  
**ASPHALT SURFACE CRACK SEALING**  
**(VARIOUS ROADS)**

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 -- Item 7 - Asphalt Surface Crack Sealing (Various Roads)."

**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**  
**(VARIOUS ROADS)**

**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. SAFETY AND ACCIDENT PREVENTION:**

In performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices, and protective equipment, and take any other needed action as it determines to be reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

All workers of the contractor within the right-of-way shall wear high-visibility safety apparel, as described in the "Manual of Uniform Traffic Control Devices", 2009 Edition, Section 6D.03.

**4. 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	\$1,000,000.00

**SPECIAL CONDITIONS (CONTINUED)**

**5. COMPLETION:**

All work shall be completed by September 15, 2010.

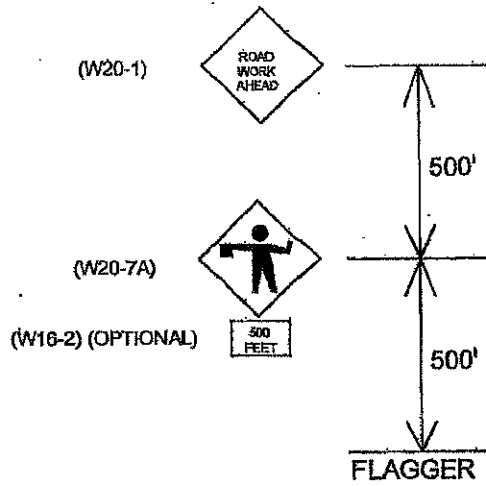
**SPECIFICATIONS**  
**ASPHALT SURFACE CRACK SEALING**  
**(VARIOUS ROADS)**

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.



**NOTES:**

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

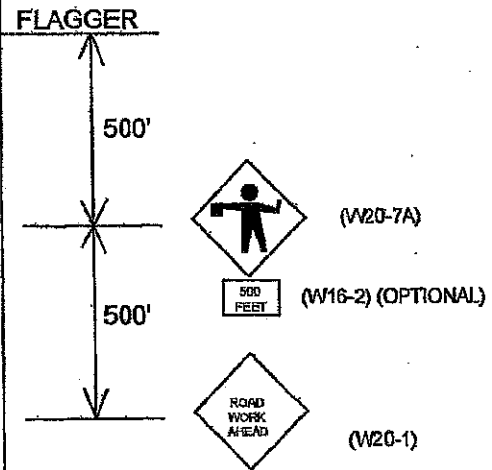
No separate payment shall be made for traffic control through the work zone.

**ESTIMATE OF QUANTITIES**

Segment ID	ROAD NAME	LENGTH (Miles)	Est. Crack Sealing (LF)
221801	Bennett Road	1.00	1,000
221402	Country Road	4.01	8,000
126001	Deadwood Avenue	0.61	3,000
150803	Creighton Road	6.54	15,000
151302	Quinn Road	4.98	11,000
159001	Sage Creek Road	5.10	20,000
<b>TOTALS</b>		<b>22.24</b>	<b>58,000</b>

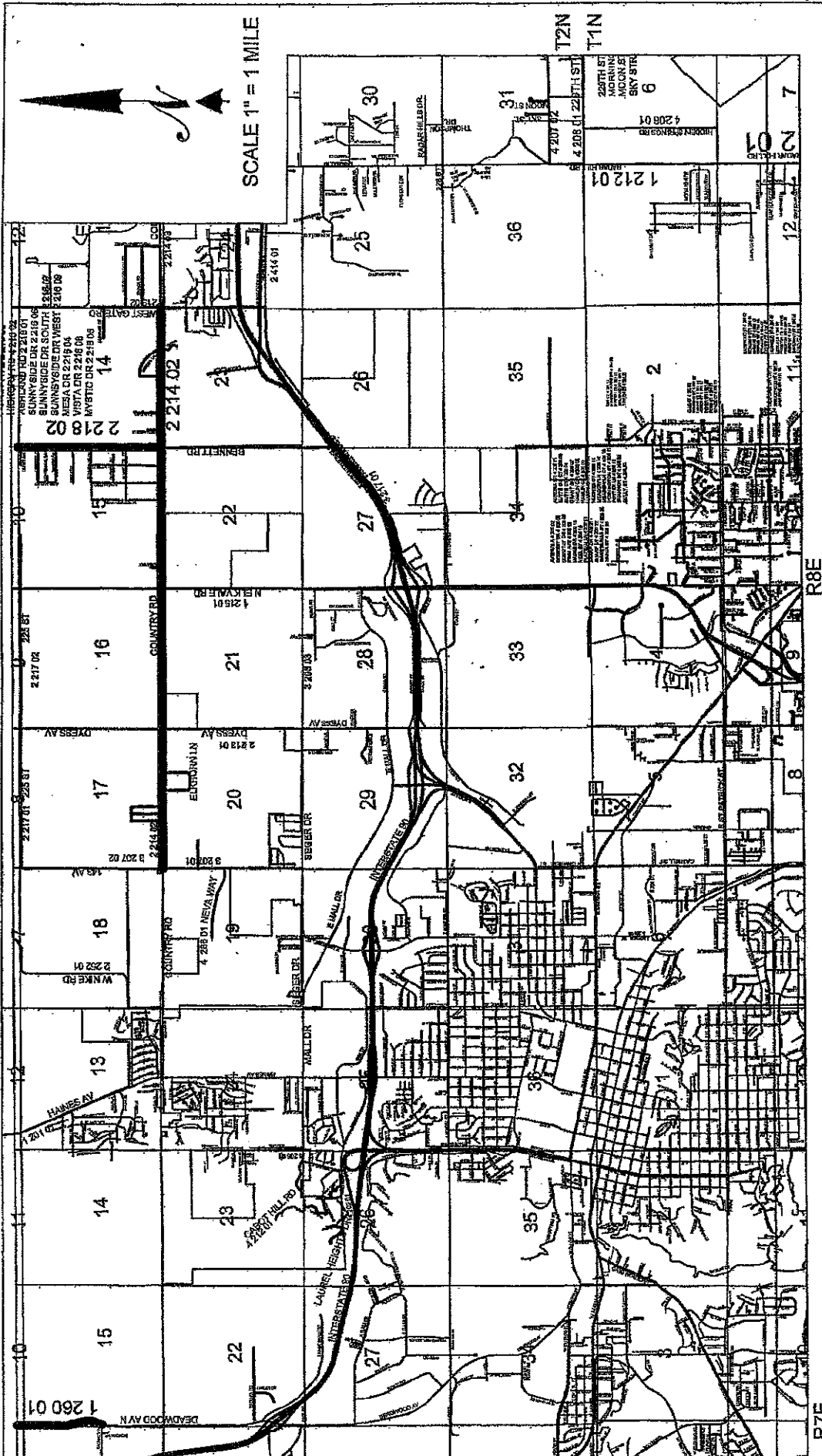
Quantities were derived from past work on nearby road segments. Significant variations in estimated quantities and those actually completed may be expected.

WORK ZONE

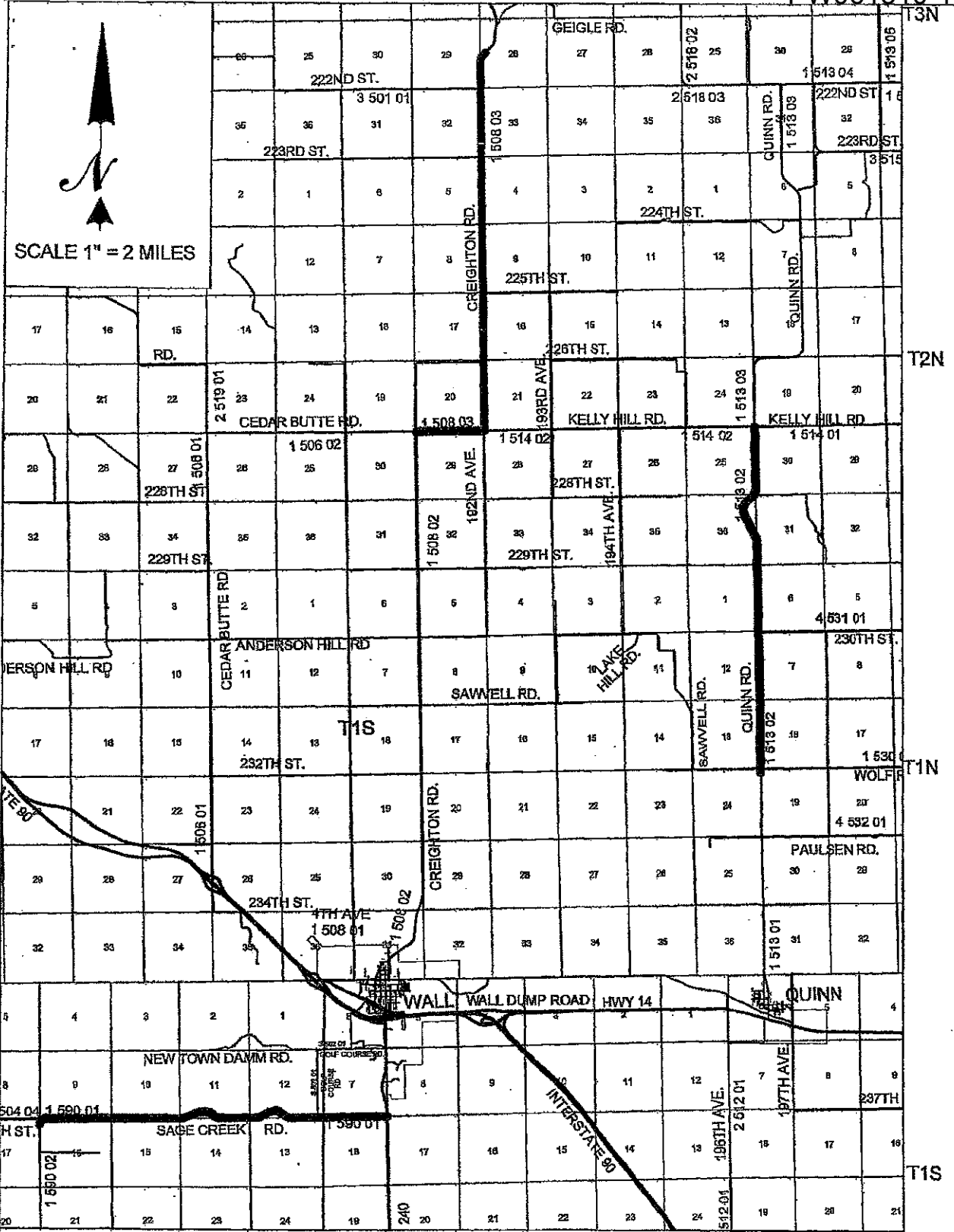


**TYPICAL TRAFFIC CONTROL APPLICATION DAYTIME OPERATION.**

ASPHALT SURFACE CRACK SEALING	PENNINGTON COUNTY HIGHWAY DEPT. 3601 CAMBELL STREET RAPID CITY, SD 57701 (605) 394-2166		
	ESTIMATE OF QUANTITIES & TRAFFIC CONTROL		DRAWN BY: WDA 2/2009
DWG NO.	PENNINGTON COUNTY DRAWING	REV: 1/2010	SHEET 1 OF 3



<p>ASPHALT SURFACE CRACK SEAL</p>	<p>PENNINGTON COUNTY HIGHWAY DEPARTMENT 3601 CAMBELL STREET RAPID CITY, SD 57701 (605) 394-2166</p>	<p>DWG. NO. : Pennington County</p>
<p>PROJECT LOCATION</p>	<p>AREA OF WORK</p>	<p>DRAWN BY: WDA 1/2008 REV: 2/2010 SHEET 2 OF 3</p>



R15E R16E R17E

AREA OF WORK **—————**

<p>ASPHALT SURFACE CRACK SEAL</p>	<p>PENNINGTON COUNTY HIGHWAY DEPARTMENT 3601 CAMBELL STREET RAPID CITY, SD 57701 (605) 394-2166</p>
<p>PROJECT LOCATION</p>	<p>DRAWN BY: WDA 1/2008 REV: 2/2010 SHEET 3 OF 3</p>

**PROPOSAL**  
**ASPHALT SURFACE CRACK SEALING**  
**(VARIOUS ROADS)**

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.	221801 Bennett Road	LF	1,000	\$ _____	\$ _____
2.	221402 Country Road	LF	8,000	\$ _____	\$ _____
3.	126001 Deadwood Avenue	LF	3,000	\$ _____	\$ _____
4.	150803 Creighton Road	LF	15,000	\$ _____	\$ _____
5.	151302 Quinn Road	LF	11,000	\$ _____	\$ _____
6.	159001 Sage Creek Road	LF	20,000	\$ _____	\$ _____

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.

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

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

\_\_\_\_\_  
 AUTHORIZED SIGNATURE      ADDRESS: \_\_\_\_\_

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

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

**PROPOSAL MUST BE SUBMITTED IN DUPLICATE**

CONTRACT  
FOR  
ASPHALT SURFACE CRACK SEALING  
BETWEEN  
CONTRACTOR AND PENNINGTON COUNTY

THIS AGREEMENT, made the 16<sup>th</sup> day of March, 2010, 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

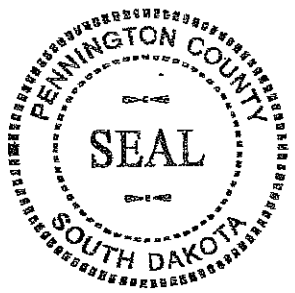
Pricing as per attached proposal, in the amount of \$33,640.00.

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 6 day of April, 2010.

PENNINGTON COUNTY OF RAPID CITY,  
SOUTH DAKOTA

BY: [Signature]  
ETHAN SCHMIDT, CHAIRPERSON  
County

DATE: 04-06-2010



ATTEST:

[Signature]  
JULIE PEARSON,  
County Auditor

(Corporation Seal)

Highway Improvement, Inc  
NAME OF COMPANY (Contractor)

BY: [Signature]  
AUTHORIZED SIGNATURE

Pres.  
TITLE

ADDRESS: P.O. Box 1803  
Sioux Falls, SD 57101-1803

TELEPHONE: 1-605-335-0786

DATE: 3/28/2010

**PROPOSAL  
ASPHALT SURFACE CRACK SEALING  
(VARIOUS ROADS)**

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:

ITEM NO.	DESCRIPTION (CRACK SEAL OF ROAD SEGMENT)	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	221801 Bennett Road	LF	1,000	\$ .58	\$ 580 <sup>00</sup>
2.	221402 Country Road	LF	8,000	\$ .58	\$ 4,640 <sup>00</sup>
3.	126001 Deadwood Avenue	LF	3,000	\$ .58	\$ 1,740 <sup>00</sup>
4.	150803 Creighton Road	LF	15,000	\$ .58	\$ 8,700.00
5.	151302 Quinn Road	LF	11,000	\$ .58	\$ 6,380 <sup>00</sup>
6.	159001 Sage Creek Road	LF	20,000	\$ .58	\$ 11,600 <sup>00</sup>

Total Bid: \$ 33,640.00

**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: 3-5-10  
NAME OF COMPANY (Contractor) (Please Print)

Brett Meadors  
AUTHORIZED REPRESENTATIVE (Please Print)

[Signature]  
AUTHORIZED SIGNATURE

ADDRESS: PO Box 1803

Sioux Falls, SD 57101

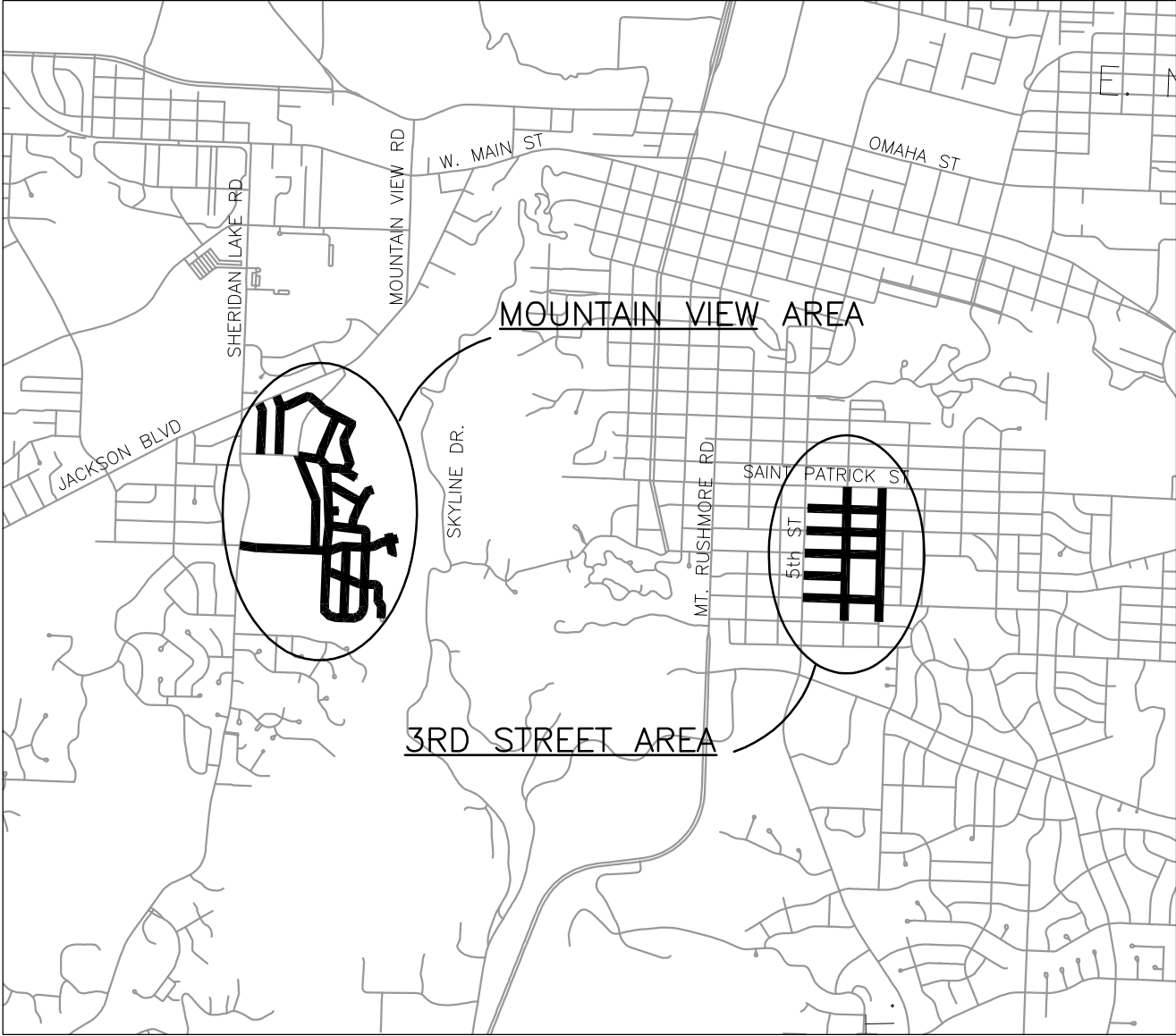
Project Representative  
TITLE

TELEPHONE: 605-310-7725

46-0384363  
FEDERAL TAX IDENTIFICATION NUMBER

**PROPOSAL MUST BE SUBMITTED IN DUPLICATE**

# EXHIBIT 'A'



**2010 CRACK SEALING PROJECT  
MOUNTAIN VIEW ROAD AREA  
AND 3RD STREET AREA  
PROJECT # ST10-18==, CIP 50549  
1887**