

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND R.C.S. CONSTRUCTION, INC.
PARKVIEW DRAINAGE IMPROVEMENT
PROJECT NO. DR07-1668

- 1) This Agreement is entered into this 6 day of August, 2007, 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 R.C.S Construction, Inc., 2400 Commerce Road, hereinafter referred to as the "Contractor."
- 2) This Agreement together with attached Informal Quotations and Project Plan constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings.
- 3) 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.
- 4) The Contractor is an independent entity and not an employee, agent, or partner of the City.
- 5) The Contactor 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 Combined Single Limit	\$1,000,000 each occurrence \$1,000,000 aggregate
C. Comprehensive Automobile Liability (when applicable) (Owned, Hired, and Non-owned Vehicles) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each person \$1,000,000 each accident \$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

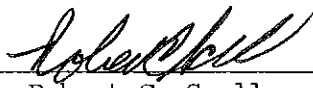
this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The 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.

6) 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.

7) 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 6 day of August, 2007.

R.C.S. Construction, Inc.

By: 
Robert C. Scull
Its: President

CITY OF RAPID CITY

Public Works Director

Mayor

ATTEST:

Finance Officer

INFORMAL QUOTATIONS

PARKVIEW DRAINAGE IMPROVEMENT PROJECT NO. DR07-1688 PW082807-04

ITEM NO.	ITEMS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION, PER LUMP SUM	LUMP SUM	\$ 1,000.00	\$ 1,000.00
2	REMOVE CONCRETE SIDEWALK, PER SQUARE FOOT	55 SF	\$ 3.87	\$ 212.85
3	CONCRETE SIDEWALK, PER SQUARE FOOT	55 SF	\$ 6.10	\$ 335.50
4	SODDING, PER SQUARE FOOT	60 SF	\$ 8.60	\$ 516.00
5	24" RCP PER LF	15 LF	\$ 82.00	\$ 1,230.00
6	5'X10' SIOUX FALLS INLET PER EACH	1 EA	\$ 6,545.00	\$ 6,545.00
7	SAND-PROVIDE & DELIVER PER CY	2 CY	\$ 70.72	\$ 141.44
8	TRAFFIC CONTROL, PER LUMP SUM,	LS	\$ 2,650.00	\$ 2,650.00
9	TOPSOIL-HAUL & DELIVER PER CY	8 CY	\$ 7.97	\$ 63.76
10	RIP RAP-HAUL & PLACE PER CY	5 CY	\$ 123.00	\$ 615.00
11	2" DECIDUOUS TREE-PROVIDE & DELIVER EA	1 EA	\$ 530.00	\$ 530.00
END ITEMS			TOTAL AMOUNT	\$ 13,839.55

PW082807-04

THIS QUOTATION WAS PREPARED BY:

R.C.S. Construction Inc.

CONTRACTOR
 Post Office Box 9337
 Rapid City, SD 57709

ADDRESS

[Signature]

SIGNATURE AND TITLE
 Robert C. Scull, President

8-6-07 342-3787

DATE PHONE NO.

QUOTATION ACCEPTED BY:

<i>[Signature]</i>	8/15/07
PROJECT ENGINEER	DATE
DEPARTMENT HEAD	DATE
PURCHASING AGENT	DATE
MAYOR	DATE

FOR CITY USE ONLY:

FUND NO.	505
DEPT. NO.	8911
LINE NO.	4371
COST ESTIMATE	

PW082807-04

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PARKVIEW DR



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Parcel lines are not adjusted to match aerial photography

