AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND HIGHWAY IMPROVEMENT, INC.
FOR 2020 CRACK SEAL PROJECT, PROJECT NO. 20-2591/CIP 50844

This Agreement is made and entered into this 20th day of May, 2020,
by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, SD 57701
(“City”), and Highway Improvement, Inc., 1104 S. Enterprise Avenue, Sioux Falls, SD 57110
(“Contractor”).

WHEREAS, the City desires 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 of Rapid 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 5-18A-22(3), 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 $0.50
   per foot. The work shall be performed in accordance with the General and Special Conditions
   incorporated in the April 7, 2020 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 work to be performed under this Contract shall commence within ten (10)
   calendar days after the Contractor is notified by the City to proceed, and shall be completed on or
   before October 1, 2020.

   Liquidated damages as provided in the Standard Specifications for Public Works
   Construction will be charged for failure to complete the project on or before the completion date
   as specified herein. Requests for time extensions shall be made in writing to the City as soon as
   possible before the project completion date. All time extensions will be issued by the City and
   will be granted only for good cause beyond the control of the Contractor.
3. The Contractor shall perform the work at the direction of the City Engineer or his
designee. The City Engineer shall provide Contractor with the areas where the work shall be
done. The Contractor shall invoice the City for work actually performed at the rate listed above.
The City shall pay Contractor upon review and approval of the invoices within 45 days of receipt
of such invoices. The City anticipates that 143,000 feet of crack sealing will be performed at a
price of $71,500.00. The Contractor will be paid for work actually performed at the rate
described in paragraph one up to a maximum total contract price of $75,000.00, which includes a
$1,750.00 mobilization fee and an $1,750.00 fee for traffic control, as provided by Pennington
County Agreement. The parties acknowledge that actual quantities and final payment may be
less.

4. This Agreement along with the bid documents, Standard Specifications for Public
Works Construction, and contract with Pennington County constitutes the entire agreement of
the parties. Copies of the Pennington County documents are attached hereto and incorporated
herein by this reference. No other documents or statements are incorporated herein.

5. 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.

HIGHWAY IMPROVEMENTS, INC.

By:

________________________

Printed Name: Brett Meadors

Its: President

State of South Dakota )
County of Minnehaha ) ss.

On this 20th day of May, 2020, before me, the undersigned officer,
personally appeared Brett Meadors, who acknowledged himself/herself to be the
President of Highway Improvements, 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.

(seal)

________________________

Notary Public, South Dakota
My Commission Expires: Oct 24, 2022
CITY OF RAPID CITY

ATTEST:

Mayor Steve Allender

Pauline Sumption, Finance Officer
(SEAL)

State of South Dakota )
ss.
County of Pennington )

On this the _____ day of ______________, 2020, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, 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)

Notary Public, South Dakota
My Commission Expires: __________________________
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 12/19/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**
Boen & Associates, Inc.
307 W. 41st Street
PO Box 89010
Sioux Falls SD 57105

**CONTACT:** Sondra Bowden
PHONE (A/C, No. Ext): (605) 336-0425
FAX (A/C, No): (605) 336-8187
EMAIL ADDRESS: sondrab@boenassociates.com

**INSURED:**
Highway Improvement, Inc.
1104 S. Enterprise Ave.

**CERTIFICATE NUMBER:** CL1912192039

**CERTIFICATE HOLDER**
City of Rapid City
300 6th Street

**AUTHORIZED REPRESENTATIVE**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td>
<td>$250,000</td>
</tr>
<tr>
<td>MED EXP (Any one person)</td>
<td>$10,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>PRODUCTS - COMP/OP AGG</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>COMBINED SINGLE LIMIT (Ea accident)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
</tr>
<tr>
<td>BODILY INJURY (Per accident)</td>
<td>$</td>
</tr>
<tr>
<td>PROPERTY DAMAGE (Per accident)</td>
<td>$</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>AGGREGATE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

30 day notice of cancellation applies with exception of 10 days for non-payment of premium.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Pennington County Highway Dept.**  
3601 Cambell Street  
Rapid City, SD 57701  
605-394-2166

---

**2020 ANNUAL BID - PROJECTS**  
**ASC 2020 ASPHALT SURFACE CRACK SEALING**  
March 6, 2020  8:50 AM (MST)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
<td>$18,500.00</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Crack Seal</td>
<td>Ft</td>
<td>351,600</td>
<td>$0.50</td>
<td>$175,800.00</td>
<td>$0.49</td>
<td>$172,284.00</td>
<td>$0.60</td>
<td>$210,960.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>Total Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$179,300.00</strong></td>
<td></td>
<td><strong>$181,184.00</strong></td>
<td></td>
<td><strong>$230,960.00</strong></td>
</tr>
</tbody>
</table>

Award Recommendation: Highway Improvement, Inc.
March 26, 2020

Highway Improvement, Inc.
1104 South Enterprise Avenue
Sioux Falls, SD 57110

RE: CONTRACT FOR ASC 2020 ASPHALT SURFACE CRACK SEALING

Enclosed please find two originals of the above-referenced contract. Please sign and return the two originals to our office. We will then furnish you with a properly executed contract for your file.

A Performance and Payment Bond in the amount of $179,300.00 and a Certificate of Insurance, certifying Liability Insurance and Worker’s Compensation Insurance are required as part of this contract.

We look forward to doing business with your firm.

Sincerely,

PENNINGTON COUNTY HIGHWAY DEPARTMENT

[Signature]

Joseph Miller
Superintendent

JM: cj
Enclosures
CONTRACT
FOR
ASC 2020 ASPHALT SURFACE CRACK SEALING
BETWEEN
CONTRACTOR AND PENNINGTON COUNTY

THIS CONTRACT, made the 17th day of March, 2020, 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 Bid Document and shall do everything required by this Contract, including the following Addendum:

<table>
<thead>
<tr>
<th>ADDENDUM</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 2. THE CONTRACT DOCUMENTS

The Notice to Bidders, General Conditions, Specifications, Special Conditions and the Proposal 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 Special Conditions.
CONTRACT (CONTINUED)

ARTICLE 4. CONTRACT AMOUNT

Pricing per the attached proposal, in the amount of $179,300.00.

IN 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 ___ day of __________, 2020.

PENNINGTON COUNTY OF RAPID CITY,
SOUTH DAKOTA

BY: __________________________
DEB HADCOCK, CHAIRPERSON
County

DATE: 4-7-2020

ATTEST:

CINDY MOHLER,
County Auditor

(Corporate Seal)

______________________________
Highway Improvement, Inc.
NAME OF COMPANY (Contractor)

BY: __________________________
AUTHORIZED SIGNATURE

OFFICE ADMINISTRATOR
TITLE

ADDRESS: 1104 S. Enterprise Ave.
Sioux Falls, SD  57110

TELEPHONE: 605-335-0786

DATE: 4/1/2020
PROPOSAL

ASC 2020 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:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>2.</td>
<td>Crack Seal</td>
<td>Ft</td>
<td>351,600</td>
<td>$0.50</td>
<td>$175,800.00</td>
</tr>
<tr>
<td>3.</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>

TOTAL BID: $179,300.00

Check here if substitute Bid Schedule is attached: ________________

This Proposal is based upon the Conditions, Stipulations, and Specifications named in the Notice inviting Bids for ASC 2020 Asphalt Surface Crack Sealing, which Notice and detailed Specifications are made as definitely a part of this Proposal as if written herein at length.

Highway Improvement, Inc.
NAME OF COMPANY (Contractor) Please Print

DATE: 3-5-20

Brett Meadors
AUTHORIZED REPRESENTATIVE Please Print

ADDRESS: 1104 S Enterprise Ave

AUTHORIZED SIGNATURE

Stony Falls, SD 57110

President

TITLE

46-0384363
FEDERAL TAX ID NUMBER

TELEPHONE: 605-335-0786