

DEPARTMENT OF AGRICULTURE
STATE OF SOUTH DAKOTA
SERVICE CONTRACT

THIS AGREEMENT IS HEREBY made and entered into by and between the South Dakota Department of Agriculture, an agency of the State of South Dakota, 523 East Capitol Ave., Pierre, SD 57501-3182, (hereinafter "State") and **Greg Hilt, DBA A Plus Janitorial Service, of 22571 Palmer Road, Rapid City, SD 57702, (hereinafter "Contractor")**.

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth below.

1. The Contractor will perform those services described in the Work Plan, attached hereto as **Exhibit A, Exhibit B, and Exhibit C** and by this reference incorporated herein.
2. The Contractor's services under this Agreement shall commence on the **1st Day of January, 2009 and end on the 1st Day of January, 2011**, unless sooner terminated pursuant to the terms hereof.
3. The Contractor will not use State equipment, supplies or facilities.
4. The State will make payment for services upon satisfactory completion of the services. **The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ 100,000.00 per calendar year.** The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher.
5. The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
6. The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota state employees as additional insureds if any work is to be performed jointly by the parties pursuant to this agreement.

B. Business Automobile Liability Insurance:



Standard Service Contract Form
Revised November 2007

obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement shall be adequate proof of authority.

In Witness Whereof, the parties signify their agreement by signing below.

STATE

CONTRACTOR

BY: Bill Even
Bill Even, Secretary,
South Dakota Department of Agriculture

BY: Gregory L. Hilt
NAME ~~Gregory L. Hilt~~ Gregory L. Hilt
TITLE owner

Dated this 10 Day of Dec, 2008

Dated this 11 Day of December 2008.

Standard form pre-approved by: (deviations require initials)

Reviewed by:

DOA Staff Attorney _____ (on ___ date)

Attorney General's Office _____ (on ___ date)

Risk Management _____ (on ___ date)

-State Agency Coding (MSA Center) _____.

- State Agency MSA Company for which contract will be paid _____.

-Object/subobject MSA account to which voucher will be coded _____.

-Name and phone number of contact person in State Agency who can provide additional information regarding this contract _____.

Approved as to Form by:
OB 12/11/08

**EXHIBIT C – WORK PLAN
STATE OF SOUTH DAKOTA MOBILE SHOWER UNIT**

Under this Agreement, Contractor will provide the following services for the South Dakota Wildland Fire Suppression Division when ordered by Great Plains Dispatch.

On a daily basis as stated below the **Cost/Day \$1100.00.**

A. Showers:

Clean showers after each use.
Sanitize shower unit once daily during non-peak period.

B. Trash Cans:

Pick up and remove all garbage.

C. Documentation Log:

Contractor will maintain a log documenting the dates and times that the sanitizing is performed.

D. Supplies:

Contractor will provide all necessary cleaning compounds, chemicals, trash cans, trash can liners, shampoo, shower gel and disposable towels

Resource vwork Plan

Monday, December 22, 2008

Resource = Greg Hilt

Resource Greg Hilt **Address** 22571 Palmer Road **Phone** 605-342-5848 **Agreement Date** 12/01/2007 to 01/01/2011
Contact Greg Hilt **Rapid City SD 57702** **Fax** **Agreement #**
Position Owner **Pennington County** **Type** Private

Equipment

Kind - Type	Unit #	Make	Cost	Guarantee	Unit	Misc Info
-			\$1,100.00	\$0.00	Day	See Exhibit C. Clean showers, empty trash, provide supplies.