Standard Service Contract Form
Revised January 2009

MAR 2009
RECEIVED
South Dakota
Dept. of
Agriculture

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 McDirt Excavation Inc., of 12273 Plateau Loop, Whitewood, SD 57793**, (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 Resource Work Plan, attached hereto as **Exhibit A** and by this reference incorporated herein.

2. The Contractor's services under this Agreement shall commence on the **_1st__Day of _April_, 2009 and end on the _31st__ Day of _March_, 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 contract amount is an amount not to exceed $_100,000.00 per calendar year, **with the TOTAL CONTRACT amount not to exceed $_200,000.00. ..** 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:

- 2 – 1" – 20 GPM nozzles.
- 2 – Forestry clamps for single jacket wildland hose.

- Fire shelters for all engine crew members.
- Wildland fire personal protective equipment for all engine crew members.

A deduction of $25 per person per hour will be made when the above staffing levels areare not met.

22. **Severity Patrol** and **Prescribed Burn** requests will be paid at 75% of the rate set for fire suppression.

23. Contract resources are not entitled to paid days(s) off upon release from the incident or at their point of hire.

24. PROOF OF AUTHORITY TO SIGN: If the contracting party is not a natural person, **evidence of authority** granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached hereto** as a condition precedent to any 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

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

Dated this 24 Day of March, 2009.

CONTRACTOR

BY: McDirt Excavation, Inc.
NAME [illegible]
TITLE Pres.

Dated this 19 Day of Feb., 2009.

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 _____.

Exhibit A
Resource Work Plan

Wednesday, April 01, 2009

Resource = McDirt Excavation Inc.

Resource	McDirt Excavation Inc.	**Address**	12273 Plateau Loop	**Phone**	605-645-2852	**Agreement Date**	01/01/2008 to 03/31/2011
Contact	Rick McGrath		Whitewood SD 57793	**Fax**	605-722-4990	**Agreement #**	SD 09-2011 PE-407
Position	President		Lawrence County			**Type**	Private

Equipment

Kind - Type	Unit #	Make	Cost	Guarantee	Unit	Misc Info
Motor Grader - 1	772CH	John Deere	$220.67	$0.00	Hour	
Excavator - 4	Case	Case	$146.92	$0.00	Hour	
Dozer - 2	D6N	Cat	$149.50	$0.00	Hour	
Dozer - 2	DH6	Cat	$149.50	$0.00	Hour	
Excavator - 5	Samsung	Samsung	$132.00	$0.00	Hour	
Transport w/Lowboy - Privat	Transport	Freightliner/Pitts	$103.00	$0.00	Hour	