

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 **H20lsti, LLC of 11160 Finn Place, Camp Crook, SD 57724, (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** and by this reference incorporated herein.
2. The Contractor's services under this Agreement shall commence on the **21st Day of July, 2008 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 TOTAL CONTRACT AMOUNT is an amount not to exceed \$100,000 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 July 2008

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: John Holst for H2015'
NAME John Holst
TITLE COOWNER

Dated this 18 Day of Aug, 2008.

Dated this 18 Day of aug, 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:
AB 1/22/09

Exhibit A Resource Work Plan

Resource = Holsti Brothers

Wednesday, March 11, 2009

Resource Holsti Brothers	Address 11160 Finn Place	Phone 605-797-4479	Agreement Date 04/01/2007 to 03/31/2011
Contact John Holsti	Camp Crook SD 57724	Fax 605-797-4479	Agreement # SD 09-11 PE-303
Position Owner	Harding County		Type Private

Equipment	Unit #	Make	Cost	Guarantee	Unit	Misc Info
Kind - Type Portable Tank -						
Tender, Water - S-1	1 (Mark's)	Kenworth	\$350.00	\$0.00	Day	24 tanks available
Tender, Water - S-1	2 (John's)	Kenworth	\$155.00		Hour	45' Of 3" Hose, Water Spreader For Dust Control On Roads . 1 personnel.
Dozer - 2	3	John Deer	\$1,794.00	\$0.00	Day	45' Of 3" Hose, Water Spreader For Dust Control On Roads . 1 personnel.
Transport - Trailer -	4	Kenworth	\$1,527.00	\$0.00	Day	2 Available