

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
QUINNS LANDSCAPING & EXCAVATING
CONCERNING WHITEWOOD CREEK IMPROVEMENTS: PHASE 5**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and QUINNS LANDSCAPING & EXCAVATING, with its principal place of business located at 2168 Forest Pl., Rapid City, SD 57701 hereinafter referred to as “QUINNS;”

WHEREAS, QUINNS has agreed to perform landscaping services for Whitewood Creek from 76 Drive to Highway 14A; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which QUINNS shall clean up dead and down trees, clean up trash, create walking path, and perform erosion control measures; and

WHEREAS, the CITY has accepted the proposal from QUINNS and provides compensation in an amount of Sixty Nine Thousand Nine Hundred Ninety Five and 00/100 Dollars (\$69,995.00) for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. QUINNS shall work with city staff to:
 - a. Conduct a careful review of the existing conditions, design bank stabilization and erosion control and direct plant and refuse removal.
 - b. Provide general cleanup of human debris and waste and dead vegetation and address other eroded areas.
 - c. Identify existing site conditions and features, such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, known off-site considerations and previous planning documents.
 - d. Analyze existing site conditions and features to identify physical attributes and limitations of the project site,

- e. Confirm general location of available utilities;
 - f. Conduct site visits;
 - g. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions and zoning conditions;
 - h. Advise CITY as to tests and surveys that may be required;
 - i. Provide a summary of the site analysis to the CITY, if requested;
3. QUINNS shall furnish all labor, mechanics, superintendent, tools, material, equipment and all utilities and transportation services necessary to perform and complete said work;
 4. QUINNS shall address timely and applicable review comments received from agencies and revise the construction documents for compliance when required;
 5. QUINNS shall submit digital copies of final documents with physical copies provided at cost;
 6. QUINNS shall be available to answer questions via phone or email during work;
 7. QUINNS agrees to complete fully said work by July 30, 2021;
 8. CITY shall provide available base data to QUINNS, including available land surveys, photographs, aerial imagery and any other necessary data;
 9. CITY shall inform QUINNS of known governmental requirements, including zoning, ordinances, and permit requirements;
 10. CITY shall provide coordination between staff, commissioners and other entities involved in project;
 11. CITY shall provide schedule, meeting reservations, advertising and staff support for historic review and any other required public meetings;
 12. CITY shall provide bid advertising, bid opening, bid analysis and contract negotiation;
 13. QUINNS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of QUINNS in connection with this agreement or services performed or materials provided pursuant to this contract;
 14. QUINNS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;

15. Upon completion of services described above, CITY shall pay QUINNS a fee of Sixty Nine Thousand Nine Hundred Ninety Five and 00/100 Dollars (\$69,995.00);
16. In the event of significant changes to contract, QUINNS shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing by both parties;
17. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to QUINNS;
18. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgements on following page]

Dated this ____ day of _____, 2021.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2021.

QUINNS LANDSCAPING & EXCAVATING

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, _____ of QUINNS LANDSCAPING & EXCAVATING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____