

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF DEADWOOD**

THIS AGREEMENT, made this 23th day of April, 2026, by and between Hayworth Enterprises, LLC (Contractor), hereinafter called the Party of the Second Part, and City of Deadwood (Owner) hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106**

prepared by Avid4 Engineering, Inc. (Engineer) of Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and City of Rapid City Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

1

DATED

April 14, 2026

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents of Section 4. Liquidated damages, as specified in the City of Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Engineer as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

One Million Seven Hundred Seventy-two Thousand Thirty-six and 77/100 Dollars
(\$1,772,036.77)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, Engineer shall satisfy itself by examination that the work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper voucher, and payment will be made on said voucher as soon as possible after approval by the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: City of Deadwood, Party of the First Part, has caused this Contract to be executed in its behalf by its Authorized Representative, thereunto duly authorized, attested thereto by a Notary Public for the State of South Dakota this _____ day of _____ 2026.

CITY OF DEADWOOD
Party of the First Part

BY _____
CHARLIE STRUBLE-MOOK
MAYOR

ATTEST _____
NOTARY

HAYWORTH ENTERPRISES, LLC
Party of the Second Part

BY _____
NICOLE HAYWORTH
OWNER

DATE _____

ADDRESS 18881 McCoy Rd, Belle Fourche, SD 57717