

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
TEMPLE CONSTRUCTION RE: 85 CHARLES STREET
FOUNDATION WORK**

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 Temple Construction with its principal place of business located at 745 N. 8th Street, Spearfish, SD 57783, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, foundation repair located at 85 Charles Street in strict accordance with the Contract Documents, attached hereto as Exhibit A, as defined herein, within the time set forth herein; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

WHEREAS, CITY is the owner of the property at 85 Charles Street on which the foundation is situated;

WHEREAS, CITY has accepted the quote from CONTRACTOR and provides compensation in the amount of Eighty-One Thousand Six Hundred Fifty-One and 00/100 Dollars (\$81,651.00), for the services set above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide foundation repair work located at 85 Charles Street;
3. CONTRACTOR shall determine erection procedures and sequence to ensure safety of the building and its components during construction, including but not

limited to the addition of necessary shoring, sheeting, temporary bracing and accompanying footings, guys or takedowns;

4. Any discrepancies found by CONTRACTOR shall be brought to the attention of the engineer before proceeding with the affected part of the work;
5. CONTRACTOR shall follow all design codes and loads set forth in Exhibit A;
6. CONTRACTOR shall be responsible for all applicable permitting, however, there will be no permit fee;
7. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
8. CONTRACTOR shall keep driveway and entrances serving the premises clear and available for emergency vehicles at all times and will not use these areas for parking or storage of materials;
9. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
10. CONTRACTOR shall be responsible for any damages to any utilities caused by its project operations;
11. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
12. CONTRACTOR shall fully execute the work described in the Contract Documents;
13. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. All work shall be done in a professional workmanlike manner;
 - b. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
 - c. All work is to be completed in accordance with existing building codes;

- d. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
- e. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- f. Contractor 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 CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2024.

TEMPLE CONSTRUCTION

By: _____
Max Temple
Its: Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Max Temple, the owner of Temple Construction 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: _____