

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**RCI**

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 Rogers Construction Inc., with its principal place of business located at 722 14<sup>th</sup> Street, Sturgis, South Dakota 57785, hereinafter referred to as “RCI”.

**WHEREAS**, RCI; has agreed to perform specific tasks concerning the reconstruction of the Welcome Center Trail, for a total sum not to exceed Six Hundred Ninety-Eight Thousand Five Hundred and 00/100ths dollars (\$698,500.00); and

**WHEREAS**, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which RCI shall perform the services outlined below for the reconstruction of the Welcome Center Trail; and

**WHEREAS**, the CITY has accepted the proposal from RCI and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
3. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
4. RCI shall comply with all local and state laws relating to workmen’s compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
5. RCI 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 RCI in connection with this agreement or services performed or materials provided pursuant to this contract;

- 6. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
- 7. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to RCI;
- 8. RCI shall be paid in an amount not to exceed Six Hundred Ninety-Eight Thousand Five Hundred and 00/100ths dollars (\$698,500.00), for work completed unless change orders are agreed upon in writing by both parties;
- 9. 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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DEADWOOD

ATTEST:

By: \_\_\_\_\_  
Dave Ruth Jr, Mayor

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

RCI

By: \_\_\_\_\_  
James Rogers

Its: President/Owner

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared James Rogers, the President/Owner of RCI, 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: \_\_\_\_\_