

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND HGH CONSTRCUTION, LLC REGARDING**  
**THE REPLACEMENT OF THE EXTERIOR SIDING AND RECONSTRUCTION**  
**OF THE PORCH AT 85 CHARLES STREET**

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 HGH CONSTRUCTION, LLC, of 108 Sherman St., Deadwood, SD 57732, hereinafter referred to as "CONTRACTOR";

**WHEREAS**, CONTRACTOR has agreed to perform specific tasks concerning the removal and replacement of the exterior siding and reconstruction of the porch at 85 Charles Street, Deadwood South Dakota 57732, in an amount not to exceed Ninety Five Thousand Two Hundred Twenty Dollars and 73/100 (\$95,220.73); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall perform the services concerning the removal and replacement of exterior siding and reconstruction of the porch at 85 Charles Street; and

**WHEREAS**, the CITY has accepted the proposal from CONTRACTOR, attached hereto and incorporated herein by reference as "**Appendix 1.**"

Based upon the representations made above, the parties agree as follows:

1. CONTRACTOR shall remove all existing siding
2. CONTRACTOR shall supply and install 6" Brushed Smooth LP Smart-Siding (All trims Included)
3. CONTRACTOR shall supply and install material for new covered deck.
4. CONTRACTOR shall take all due care during construction and shall provide construction operations during normal business hours;
5. CONTRACTOR shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;

6. CONTRACTOR shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
7. CONTRACTOR shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of CONTRACTOR as set forth in this agreement;
8. CONTRACTOR shall carry comprehensive general liability insurance This policy shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than his employees or damage to property of the owner or others arising out of any act or omission of the CONTRACTOR or his agents, employees, or subcontractors. The policy shall also include the following: (1) an "all states" endorsement, (2) protection against claims insured by usual personal injury liability, (3) completed operations coverage to terminate no sooner than the guarantee period, and (4) a "protective liability" or "contractual liability" endorsement to insure the contractual liability assumed by the CONTRACTOR under the foregoing paragraph DEFENSE OF SUITS. It is encouraged CONTRACTOR have the recommended coverage, and contractors that meet the recommended coverage will be contacted first. The liability limits shall not be less than: Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate CONTRACTOR shall provide certificates of insurance for the required insurance to CITY. The required insurance shall not be cancelled without at least 30 days' prior written notice to CITY;
9. CONTRACTOR shall provide invoices at various intervals as construction is completed. Upon receipt of the invoices, CITY shall provide progress payments to CONTRACTOR; and
10. This agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota.
11. In the event default by CONTRACTOR, CITY may serve written notice upon the CONTRACTOR and the Surety of its bid bond of its intention to terminate the Contract. Such notice will contain the reasons for CITY'S intention to terminate. Upon such notice, CONTRACTOR will have ten (10) days to correct the violation. If corrections to the satisfaction of CITY are not made within ten (10) days, this Contract shall terminate. In the event of any such termination, the CITY shall immediately serve Notice of Termination upon the Surety and CONTRACTOR, and the Surety shall have the right to take over and perform the contract. If the Surety does not commence performance thereof within five (5) days from the date of the mailing of Notice of Termination, CITY may take over

the work and perform the same to completion by contract or force account at the expense of CONTRACTOR. In such event CITY may also take possession of and utilize the materials, appliances, and plant as may be on the site of the work and necessary therefor in completing the work. CONTRACTOR and his/her surety shall be liable to the Owner for any and all excess cost as a result of CONTRACTORS' violation.

12. All written correspondence and notices pertaining to this Contract shall be provided by certified mail, return receipt to the addresses above;
13. Any amendment to or modification of this Contract is binding only if set forth in a writing signed by both Parties;
14. This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action pertaining to or affecting this Contract shall be venued in the Fourth Judicial Circuit, Lawrence County, South Dakota;
15. This Contract constitutes a written memorandum of the entire understanding and agreement between the parties and supersedes all prior understandings, negotiation, or agreements between them, whether written or verbal, with respect to the subject matter hereof;
16. This Contract shall be binding on the assigns and successors of the parties;
17. This Contract may not be assigned by CONTRACTOR.

*(Signature page to follow)*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charlie Struble Mook, Mayor

ATTEST:

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

HGH Construction, LLC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, 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.

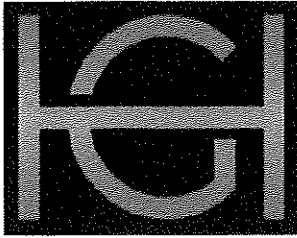
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(SEAL)

## **Appendix 1**

See attached Proposal

## 85 Charles Street Remove and Replace Siding Revised 9-26-25



### HGH Construction, llc

PO Box 1213

Spearfish, SD 57783

Contact: Quentin Geddes

Phone: 605-641-5808

Fax:

Quote To: City Of Deadwood

Job Name: 85 Charles Street

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	General Conditions	1.00	LS	12,149.54	12,149.54
2	Remove and Replace Siding	1.00	LS	47,199.60	47,199.60
<b>GRAND TOTAL</b>					<b>\$59,349.14</b>

#### NOTES:

Proposal is for

- Removal of existing siding
- Supply and install 6" Brushed Smooth LP Smart-Siding (All trims Included)
- Dumpsters for construction
- Temp Tolt

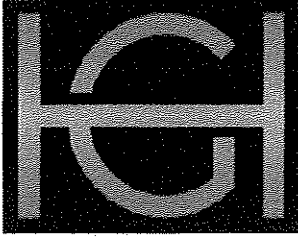
#### Excludes

- At this time quote excludes any exterior grading/landscaping/concrete sidewalk. City of deadwood to determine if retaining wall will be needed.(can Provide quote at later date)
- city to supply compaction test before concrete piers are poured. (during site visit it was determined that soil was not compacted around the house from foundation work)
- patching of foundation that needs completed (can provide quote at later date)
- Roofing (can provide quote at later date)
- Any work in the interior of building

#### Notes

- If any sheathing or framing is determined to have rot on the exterior once existing siding is removed it will be addressed with a change order to the City.
- 6- 8 week lead time on windows, doors and siding

## 85 Charles Street New covered Deck- Revised 9-26-25



### HGH Construction, llc

PO Box 1213

Spearfish, SD 57783

Contact: Quentin Geddes

Phone: 605-641-5808

Fax:

Quote To: City Of Deadwood

Job Name: 85 Charles Street

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	General Conditions	1.00	LS	12,149.54	12,149.54
2	New covered deck	1.00	LS	23,422.05	23,422.05
<b>GRAND TOTAL</b>					<b>\$35,571.59</b>

#### NOTES:

Proposal is for

- Supply and install material for new covered deck
- Dumpsters for construction
- Temp Toltit

#### Excludes

- At this time quote excludes any exterior grading/landscaping/concrete sidewalk. City of deadwood to determine if retaining wall will be needed.(can Provide quote at later date)
- city to supply compaction test before concrete piers are poured. (during site visit it was determined that soil was not compacted around the house from foundation work)
- patching of foundation that needs completed (can provide quote at later date)
- Roofing (can provide quote at later date)
- Any work in the interior of building

#### Notes

- If any sheathing or framing is determined to have rot on the exterior once existing siding is removed it will be addressed with a change order to the City.
- 6- 8 week lead time on windows, doors and siding

