

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND ATLAS EXTERIORS, LLC.
CONCERNING THE STREETS DEPARTMENT METAL ROOF REPLACEMENT

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 ATLAS EXTERIORS, INC., of 810 N Main St STE 160 Spearfish, SD 57783, hereinafter referred to as "ATLAS";

WHEREAS, ATLAS has agreed to perform specific tasks concerning the replacement of the metal roof on the Deadwood Streets Department Building in an amount not to exceed One Hundred and Twenty Five Thousand Dollars and 00/100 (\$125,000.00); and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which ATLAS shall perform the services concerning the removal and replacement of the Deadwood Streets Department Building roof; and

WHEREAS, the CITY has accepted the proposal from ATLAS;

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

1. ATLAS shall tear off the existing roof system, flashing, damaged vents, gutters and downspouts and properly dispose of all debris;
2. ATLAS shall furnish flashing and terminations and caulk all joints;
3. ATLAS shall furnish and install a black 24-guage pro seam metal roofing system;
4. ATLAS shall furnish and install four functional roof vents/cupolas as well as two non-functional vents/cupolas that are three feet by five feet;
5. ATLAS shall fabricate and install six inch gutters and four inch by five inch downspouts;
6. ATLAS shall furnish and install ten rolls of replacement insulation
7. ATLAS shall take all due care during construction and shall provide construction operations during normal business hours;

8. ATLAS shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
9. ATLAS shall provide a manufacturer's 30-year on paint finish of metal roof and ten year installation warranty;
10. ATLAS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
11. ATLAS 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 ATLAS as set forth in this agreement;
12. ATLAS shall carry comprehensive general liability insurance This policy shall be written in comprehensive form and shall protect the ATLAS 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 ATLAS 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 ATLAS under the foregoing paragraph DEFENSE OF SUITS. It is encouraged ATLAS 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 ATLAS 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;
13. ATLAS shall provide invoices at various intervals as construction is completed. Upon receipt of the invoices, CITY shall provide progress payments to ATLAS; and
14. 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.
15. In the event default by ATLAS, CITY may serve written notice upon the ATLAS 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, ATLAS 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 ATLAS, 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 ATLAS. 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. ATLAS and his/her surety shall be liable to the Owner for any and all excess cost as a result of ATLAS' violation.

16. All written correspondence and notices pertaining to this Contract shall be provided by certified mail, return receipt to the addresses above;
17. Any amendment to or modification of this Contract is binding only if set forth in a writing signed by both Parties;
18. 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;
19. 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;
20. This Contract shall be binding on the assigns and successors of the parties;
21. This Contract may not be assigned by ATLAS.

(Signature page to follow)

Dated this 15th day of September, 2025.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

ATLAS, Exteriors, 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)