

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
SECO CONSTRUCTION, INC.

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 SECO Construction, INC., a South Dakota Corporation, of P.O. Box 2921, Rapid City, South Dakota 57709-2921, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all labor and materials for the addition of a deck to the Crow’s Nest at the Days of ’76 complex in the amount of Eight Hundred and Five Thousand and no/100s Dollars (\$805,000.00), 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; and

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, South Dakota 57702, as the “ARCHITECT” for all references herein, and

WHEREAS, the CITY has accepted the proposed quote from SECO Construction, Inc. based upon its representations, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall construct a deck addition to the Crow’s Nest;
3. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;

4. CONTRACTOR shall fully execute the work described in the contract documents;
5. CONTRACTOR shall achieve substantial completion of the project shall be 4/30/2022. ;
6. Progress payments are allowed, and final payment, constituting the entire 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 ARCHITECT;
7. CONTRACTOR shall pay the sum of \$200 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
8. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. 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
 - g. 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 _____, 2021.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2021.

SECO CONSTRUCTION, INC.

By: _____
_____, President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, the President of SECO Construction, Inc. 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: _____