

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**ARCHAEO-PHYSICS LLC**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 ARCHAEO-PHYSICS LLC, 4150 Dight Avenue #110, Minneapolis, MN 55406, hereinafter referred to as “ARCHAEO-PHYSICS.”

**WHEREAS**, ARCHAEO-PHYSICS has agreed to conduct a non-invasive geophysical survey of Oak Ridge Cemetery, Gordon Park and 66 Taylor Avenue in Deadwood, South Dakota, in an amount not to exceed Eleven Thousand Six Hundred Sixty-Five and No/100ths Dollars (\$11,665.00); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which ARCHAEO-PHYSICS shall undertake and complete in a professional and workmanlike manner certain survey work as set forth below; and

**WHEREAS**, the CITY has accepted the proposal from ARCHAEO-PHYSICS that an amount not to exceed Eleven Thousand Six Hundred Sixty-Five and No/100ths Dollars (\$11,665.00) for surveying Oak Ridge Cemetery, Gordon Park and 66 Taylor Avenue in Deadwood, South Dakota;

Based upon the representations and understanding above the parties agree as follows:

1. ARCHAEO-PHYSICS shall survey all such property for Oak Ridge Cemetery, Gordon Park and 66 Taylor Avenue as indicated by the Planning and Zoning Administrator;
2. ARCHAEO-PHYSICS shall perform the survey process using ground penetrating radar, electrical resistance, magnetic field gradient, and EM conductivity/magnetic susceptibility with at least two of these methods being used at each site to improve feature detection and interpretation;

3. All work shall be done in a professional and workmanlike manner;
4. All work will be subject to a final inspection by the Deadwood Planning and Zoning before acceptance;
5. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
6. ARCHAEO-PHYSICS 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;
7. ARCHAEO-PHYSICS 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 ARCHAEO-PHYSICS in connection with this agreement or services performed or materials provided pursuant to this contract;
8. ARCHAEO-PHYSICS agrees to complete fully said work during the month of May 2022;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days' notice to ARCHAEO-PHYSICS;
10. CITY shall pay ARCHAEO-PHYSICS a sum Eleven Thousand Six Hundred Sixty-Five and No/100ths Dollars (\$11,665.00) upon completion of work;

CITY OF DEADWOOD

By \_\_\_\_\_  
David R. Ruth, Jr., Mayor

ATTEST:

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

ARCHAEO-PHYSICS LLC

By \_\_\_\_\_  
\_\_\_\_\_(name)  
\_\_\_\_\_(title)