

CONTRACT

BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT, made this _____ day of _____, 2021 by and between **Sacrison Paving, Inc.** (Contractor), hereinafter called the Party of the Second Part, and **City of Deadwood, SD** (Owner), hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as shown on the plans and described in the specifications for the project

**RODEO GROUNDS NEIGHBORHOOD
MILL AND OVERLAY PROJECT
CITY OF DEADWOOD, SD
TDG PROJECT NO. 20-030**

prepared by **TOWEY DESIGN GROUP, INC.** herein after referred to as “Engineer” and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.	DATED
#1	02.22.2021
#2	03.05.2021
_____	_____
_____	_____
_____	_____

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall commence within ten (10) calendar days after the Contractor is notified by the Owner to proceed.

ALL WORK SHALL BE COMPLETED NO LATER THAN THE FOLLOWING:

**FINAL PAVING INCLUDING ASPHALT PAVEMENT
& SUBSTANTIAL COMPLETION OF FULL PROJECT
July 20th, 2021**

Liquidated damages will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions by

Contractor shall be made in writing to Engineer, as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

Liquidated damages shall be **\$250.00 (Two Hundred Fifty Dollars)** per calendar day for work not completed by completion date(s). Damages shall be assessed on the basis of the substantial completion date.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

One hundred eighty-four thousand one hundred eighty four dollars and eighty-four cents (\$184,184.84)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the test work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated. A corrected bidder's proposal is included and attached to this contract.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

ARTICLE 6. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Owner 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 Owner 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.

IN WITNESS WHEREOF: Owner, **City of Deadwood, SD.**, Party of the First Part, having duly approved this Contract has caused this Contract to be executed in its behalf by its Mayor this _____ day of _____ 2021.

OWNER:

BY _____
Mayor David Ruth, Jr.
Party of the First Part

CORPORATION SEAL

CONTRACTOR:

BY: _____
Party of the Second Part

NAME: _____

TITLE: _____

ADDRESS

CORPORATION SEAL

DATE _____