

**AGREEMENT BETWEEN THE CITY OF DEADWOOD,
R.C.S. CONSTRUCTION, INC. AND SHERREE RICH AND JO GASPER RE: 40
JEFFERSON ST. RETAINING WALL**

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 RSC Construction, Inc., with its principal place of business located at 1314 Fountain Plaza Drive, PO Box 9337, Rapid City, South Dakota 57709, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 40 Jefferson Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; 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;

WHEREAS, OWNER is the owner of the property on which the retaining wall is situated;

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

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Sixty-Four Thousand and 00/100 Dollars (\$64,000.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 40 Jefferson Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall take care during excavation and construction as to not damage the existing garage and other items to be reset or remain, any damage shall be restored to match existing at the cost of the CONTRACTOR;
10. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of Owner with assistance from the City of Deadwood. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
11. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
12. CONTRACTOR shall replace all damaged turf with sod.
13. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
14. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
15. The Contract Documents consist 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 Documents represent the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;

16. CONTRACTOR shall fully execute the work described in the Contract Documents;
17. 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;
18. CONTRACTOR shall pay the sum of \$100 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;
19. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
20. 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 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.

21. OWNER 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 OWNER 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:

Jessicca McKeown
City Finance Officer

Dated this ____ day of _____, 2021

OWNER:

Sherree Rich

OWNER:

Jo Gasper

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared Sherree Rich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they 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: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared Jo Gasper, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they 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: _____

Dated this ____ day of _____, 2021.

R.C.S. CONSTRUCTION, INC.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, the _____ of R.C.S. 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: _____