

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
HIGHPOINT SITEWORKS, LLC

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 Highpoint Siteworks, LLC, with its principal place of business located at 1111 Sycamore Street, Rapid City, SD 57701, hereinafter referred to as “Highpoint Siteworks”

WHEREAS, Highpoint Siteworks, LLC; has agreed to perform specific tasks concerning the construction of the White Rock Trail System, for a total sum not to exceed Twenty-Four Thousand One Hundred Sixty Dollars and 00/100 dollars (\$24,160.00); and

WHEREAS, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which Highpoint Siteworks, LLC shall perform the services concerning the construction of the White Rock Trail System, and

WHEREAS, the CITY has accepted the proposal from Highpoint Siteworks, LLC and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. HIGHPOINT SITEWORKS will start at the bottom of the Presidential Trail and work up towards the high ridge at Mt Moriah;
3. HIGHPOINT SITEWORKS shall rough out the trail using mini excavators;
4. HIGHPOINT SITEWORKS shall use a walk behind skid steer to follow the mini excavators;
5. HIGHPOINT SITEWORKS will use a clean up crew to fine tune any areas the mini excavators could not access;
6. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;

7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
8. HIGHPOINT SITEWORKS 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;
9. HIGHPOINT SITEWORKS 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 HIGHPOINT SITEWORKS in connection with this agreement or services performed or materials provided pursuant to this contract;
10. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
11. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to HIGHPOINT SITEWORKS;
12. HIGHPOINT SITEWORKS shall be paid in an amount not to exceed Twenty-Four Thousand One Hundred Sixty and 00/100 dollars (\$24,160), for work completed unless change orders are agreed upon in writing by both parties;
13. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

ATTEST:

By: _____
Dave Ruth Jr, Mayor

Jessica McKeown
City Finance Officer

Highpoint Siteworks, LLC

By: _____
Garrett Gross

Its: Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Garrett Gross, the Owner of Highpoint Siteworks, LLC, the person whose name is subscribed to the foregoing instrument and acknowledged that he/she 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: _____