

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
K4 TRAILS

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 K4 TRAILS, with its principal place of business located at 2002 Paha Sapa Drive, Sturgis, South Dakota 57785, hereinafter referred to as “K4 TRAILS”.

WHEREAS, K4 TRAILS; has agreed to perform specific tasks concerning the creation of the Fuller Brothers Trail System, for a total sum not to exceed Ninety Thousand Four Hundred Seventy-five and 00/100ths dollars (\$90,475.00); and

WHEREAS, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which K4 TRAILS shall perform the services outlined below for the creation of the Fuller Brothers Trail System; and

WHEREAS, the CITY has accepted the proposal from K4 TRAILS 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. K4 TRAILS shall log out a trail corridor, grub out roots and rough-in a trail.
3. Following completion of the initial trail, K4 Trails will bring the trail up to final specifications and complete the process by hand digging the trail to completion.
4. All work undertaken by K4 TRAILS shall be done with K4 Trails own equipment.
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

7. K4 TRAILS 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;
8. K4 TRAILS 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 K4 TRAILS in connection with this agreement or services performed or materials provided pursuant to this contract;
9. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to K4 TRAILS;
11. K4 TRAILS shall be paid in an amount not to exceed Ninety Thousand Four Hundred Seventy-five and 00/100ths dollars (\$90,475.00), for work completed unless change orders are agreed upon in writing by both parties;
12. 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

K4 TRAILS

By: _____
Kevin Forrester

Its: Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Kevin Forrester, the Owner of K4 TRAILS, the person whose name is subscribed to the foregoing instrument 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: _____