

Contract for Services

1. Names

This agreement is between the City of Mitchell, (Client), and Great Plains Roofing & Architectural Sheet Metal, LLC, a South Dakota limited liability company doing business as GREAT PLAINS ROOFING, LLC (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

Building Located at:

Mitchell Activity Center

1001 N Minnesota St

Mitchell, SD 57301

Install 1 run of 9" QA EPDM and a second run of 6" to provide overlap at transition

3. Time for Performance

Contractor will complete the performance of these services on or before September 30, 2021

4. Payment

Client will pay Contractor as follows: \$7,447.00.

5. Terms of Payment

Contractor shall be paid on a percentage of completion. Contractor will submit invoices at start of the project for materials needed to complete the project and thereafter as the project is completed on a percentage basis for all services performed. Client shall pay Contractor within due upon receipt no less than thirty (30) days from the date of Contractor's invoice.

6. Late Fees

Except for amounts in dispute, late payments by Client shall be subject to late penalty fees of 1.5% per month from the due date until the amount is paid.

7. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- nonpayment of Contractor's compensation after 20 days written demand for payment.

Contractor shall be entitled to full payment for services performed prior to the date of termination.

10. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. State and Federal Taxes

Client will not:

- (a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes.

Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, and property or value added taxes based on the services provided under this Agreement, the taxes shall be included in the contract amount to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Disputes

It is expressly agreed that this printed document embodies the entire agreement of the parties in relation to the subject matter of the subcontractor duties and performance; and that no other understanding or agreement, verbal or otherwise, exists between the parties, except as herein arising out of or in connection with this agreement shall be submitted to arbitration or litigation. Client shall not be entitled to maintain any suit or action against Great Plains Roofing, LLC. Until all administrative and appellate proceedings allowed by the contract clauses and the Contract Disputes Act of 1978 have been fully exhausted.

In all disputes arising out of, or relating to this Subcontract Agreement, including without limitation any and all disputes arising out of, or relating to either party's surety and bonds, the prevailing party shall be awarded all of its reasonable attorneys' fees and costs incurred as a result thereof, whether such fees and costs and incurred in mediation, arbitration, and/or litigation. This agreement shall be governed by and construed according to South Dakota Law. With regard to all other matters, exclusive jurisdiction and venue shall vest in the Judicial District of Lincoln County, South Dakota, South Dakota Law applying.

13. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of South Dakota.

18. Counterparts

The parties may sign several identical counterparts of this agreement by email. Any fully signed counterpart shall be treated as an original.

19. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and

enforceable.

CLIENT

City of Mitchell

612 N Main St

Mitchell, SD 57301

Dated: _____

By: _____

CONTRACTOR

GREAT PLAINS ROOFING & ARCHITECTURAL SHEET METAL, LLC,
a South Dakota limited liability company doing business as GREAT PLAINS
ROOFING, LLC

27240 SD HWY 115

HARRISBURG, SD 57032

Taxpayer ID: 27-1074733

Dated: _____

By: _____