

 **AIA[®] Document B105[®] – 2017*****Standard Short Form of Agreement Between Owner and Architect***

AGREEMENT made as of the First day of July in the year Two Thousand
Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Deadwood
108 Sherman Street
Deadwood, SD 57732

and the Architect:
(Name, legal status, address and other information)

Chamberlin Architects
725 St. Joseph St.
Ste. B1
Rapid City, SD 57701

for the following Project:
(Name, location and detailed description)

Twin City Senior Center
142 Sherman Street
Deadwood, SD 57732

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical and Electrical Engineering: Skyline Engineering
Structural Engineering: Albertson Engineering
Civil Engineering: Bice, Young and Associates

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

A fixed fee of \$129,163.00, broken down as follows:

PHASE	ARCHITECT	CIVIL ENG.	MEP ENG.	STRUCT. ENG	TOTAL
Schematic Design	\$10,260.00	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 14,060.00
Design Development	\$16,000.00	\$ 7,600.00	\$ 7,875.00	\$ 0.00	\$ 31,475.00
Construction Docs	\$20,000.00	\$ 4,725.00	\$15,750.00	\$ 9,970.00	\$ 50,445.00
Bidding/Construction	\$18,468.00	\$ 4,050.00	\$ 7,875.00	\$ 2,790.00	\$ 33,183.00
TOTALS:	\$64,728.00	\$20,175.00	\$31,500.00	\$12,760.00	<u>\$129,163.00</u>

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %) .

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of eight percent (8 %) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond sixteen (16) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The Twin City Senior Center – A-E Design Proposal dated January 31, 2025 is a part of this Agreement.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

BY: Bradley P. Burns

(Printed name, title, and license number if required)

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, South Dakota 57732



RE: Twin City Senior Center – A-E Design Proposal

January 31, 2025

Dear Kevin,

We are pleased to provide this proposal to provide Design Services for the new Twin City Senior Center located at the Marble Works building on Sherman Street in Deadwood. This proposal is for the completion of design, bidding and construction phase services based on the preliminary planning work we completed in 2024.

The project consists of demolition of the existing addition, and the remodel and new addition to the existing building. The overall area of the building will be approximately 3000 sf. The existing portion of the building consists of approximately 1400 sf and the new addition will consist of approximately 1600 sf. The Senior Center will include an Activity/Dining area, IT space, Storage space, Meeting/Private dining space, Office, Restrooms, Warming Kitchen, Utility Room and Vestibule. See attached Exhibit 'A' for floor plan. The original single-story building will be structurally repaired to address the foundation settlement at the southeast corner of the building. Sitework includes regrading and paving on the alley side of the building to accommodate an accessible entrance. The concrete driveway will be removed, re-graded and reconstructed to accommodate a recreational patio and adequate drainage. The existing Sherman Street approach will be removed and replaced with sidewalk and curb/gutter. We anticipate new utilities from the street to the building to serve a fire sprinkler system, sewer and site drainage. An architectural fence will be installed to create security and privacy for the patio.

The historic character of the building will be protected to the greatest extent possible. However, the entry doors on Sherman Street will need to be reconfigured to meet exiting requirements.

EXCLUSIONS AND CLARIFICATIONS OF SERVICES

- Geotechnical Services is not included. This will be required but will be hired directly by the owner.
- Surveying is not included, but will be required before we start work.
- Furniture selection is not included.
- Kitchen equipment design is not included. Owner is responsible for providing all equipment information required by the design team for coordination of power and plumbing connections. Our design will accommodate a "residential-style" kitchen. It will not accommodate a commercial kitchen with commercial exhaust hood or 3-compartment sink.
- Landscape Architecture is not included.
- Design changes driven by the contractor or owner for value engineering purposes are not included.
- Changes to the City parking lot are not included.
- SEE ATTACHED CONSULTANT PROPOSALS FOR SCOPE AND EXCLUSIONS.

This proposal includes Structural Engineering (Albertson Engineering), Mechanical/Electrical/Plumbing Engineering (Skyline Engineering) and Civil Engineering (Bice, Young and Associates). Their proposals are attached to this proposal and define their scopes of work and exclusions.

COMPENSATION

For Design, Bidding and Construction Phase Services, we propose a fixed fee of \$129,163, broken down as follows:

PHASE	ARCHITECT	CIVIL ENG.	MEP ENG.	STRUCT. ENG	TOTAL
Schematic Design	\$10,260.00	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 14,060.00
Design Development	\$16,000.00	\$ 7,600.00	\$ 7,875.00	\$ 0.00	\$ 31,475.00
Construction Docs	\$20,000.00	\$ 4,725.00	\$15,750.00	\$ 9,970.00	\$ 50,445.00
Bidding/Construction	\$18,468.00	\$ 4,050.00	\$ 7,875.00	\$ 2,790.00	\$ 33,183.00
TOTALS:	\$64,728.00	\$20,175.00	\$31,500.00	\$12,760.00	<u>\$129,163.00</u>

Reimbursable expenses shall be billed at cost, which include mileage for travel and printing expenses, if required.

Thank you for allowing us to present this proposal. This proposal is good for a period of up to 60 days from the date of the proposal. If you find it acceptable, we will prepare either a B101 or B105 AIA Agreement for signature.

Sincerely,



Bradley P. Burns, AIA
Vice President
Chamberlin Architects, PC

Bice, Young & Associates, LLC Proposal for Deadwood Senior Center

- Schematic Drawings Phase
 - Initial Site Visit
 - Site Layout
 - Preliminary Site Grading Design
 - Water & Sanitary Service Line Location
 - Storm Sewer Tie-In Location with Elevations to Determine Feasibility
 - Video Conference or In-Person Design Meeting in Rapid City or Deadwood
 - Schematic Drawings Phase Fixed Fee: \$3,800
- Design Drawings Phase
 - Updated Site Layout
 - Water & Sanitary Service Design
 - Storm Sewer Design
 - Site Grading Design
 - Opinion of Probable Cost
 - Includes Itemized Quantities
 - Based on Past Bid Letting Information from State and City Projects
 - Floodplain Development Permit Application Information
 - Description of the extent to which any watercourse will be altered or relocated by the proposed development
 - Overlay of the proposed project on a FIRM
 - Report of information regarding expected height, velocity, duration, rate of rise, and sediment transport of the floodwaters.
 - We assume that the flood modeling information for the CLOMR referenced in the February 14, 2024 notification will be made available.
 - Video Conference or In-Person Design Meeting in Rapid City or Deadwood
 - Design Drawings Phase Fixed Fee: \$7,600
- Construction Documents Phase
 - Revisions to Design Drawings
 - Erosion & Sediment Control Plans
 - SDDANR NOI Not Required Due to Project Size
 - Erosion & Sediment Control Plans to Meet Deadwood Ordinance Requirements
 - Traffic Control Plans
 - Shoulder and/or Lane Closures are Anticipated for Storm Sewer and Utility Tie-Ins and Approach Removal

- SDDOT Permit Applications for Utilities, Storm Sewer, and Approach Removal
 - Construction Documents Phase Fixed Fee: \$4,725
- Bidding & Construction Phase:
 - Bidding Q&A and Addenda
 - Shop Drawing & Submittal Review
 - Two Construction Site Observations
 - One Substantial Completion Site Observation
 - Excludes Machine Controlled Grading Files
 - Machine Controlled Grading Isn't Anticipated for This Project Due to Space Constraints and Proximity to Adjacent Buildings Blocking GPS Signals.
 - Bidding & Construction Phase Fixed Fee: \$4,050
- Fee Summary:
 - **Total Fee: \$20,175**
 - Schematic Drawings Phase Fixed Fee: \$3,800
 - Design Drawings Phase Fixed Fee: \$7,600
 - Construction Documents Phase Fixed Fee: \$4,725
 - Bidding & Construction Phase Fixed Fee: \$4,050
- Schedule:
 - We are prepared to work with Chamberlin Architects to meet the requirements of the project. We anticipate the following durations of work:
 - Schematic Drawings Phase: 1 Week
 - Design Drawings Phase: 2 Weeks
 - Construction Drawings Phase: 1 Week
 - Bidding & Construction Phase: As Required.
- Information Provided by Owner
 - Topographical Survey
 - Flood Elevation Certificate
 - Floodplain Modeling Data from current CLOMR
- Deliverables:
 - PDF Drawings on Sheet Size directed by Chamberlin Architects
 - CADD Files Generated for Project May Be Provided to Chamberlin Architects and Project Owner upon Request
 - .dwg Format
 - Design Will be Completed with Autodesk Civil3D
 - Additional File Formats Available as Needed

- Project Overlay on FIRM Will Be Created with Either Civil3D or GIS. Shapefiles Will Be Available.
- Flood Modeling Will Be Completed with HEC-RAS. The Model Files Will Be Provided in Appropriate Formats.
- Contracting:
 - We Prefer the Use of the Applicable Standard Forms from Either AIA or EJCDC, at Chamberlin Architect's Preference. If Bice, Young & Associates, LLC Provides the Contract Form, it will be EJCDC Standard Subcontracting Form.

Thank you for the opportunity to provide a proposal for this project. We look forward to working with you.

Kyle Young, PE, PMP

President

Bice, Young & Associates, LLC



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

*3202 W. Main, Suite C
Rapid City, SD 57702*

*315 N. Main Ave., Suite 200
Sioux Falls, SD 57104*

*201 S. Monroe St., Suite 203A
Winner, SD 57580*

*5908 Yellowstone Rd.
Cheyenne, WY 82009*

Date: January 29, 2025

Brad Burns
Chamberlin Architects
725 St. Joseph Street, Suite B1
Rapid City, SD 57701

RE: Proposal for Structural Engineering Services
Twin Cities Senior Center
Deadwood, SD
Albertson Engineering Project #2025-034

Dear Brad,

We appreciate the opportunity to present this proposal for structural engineering services for the Twin Cities Senior Center Repairs project in Deadwood, SD. Below is our understanding of the project:

PROJECT DESCRIPTION

The existing wood framed building consists of both one- and two-story areas. The one-story area with an approximate footprint of 1,300 SF is the original building and is scheduled to remain. The previous addition areas are slated to be demolished and replaced with a new one-story addition with an approximate area of 1,500 SF.

The new building addition structural systems are anticipated to be the following:

- The foundation system will likely consist of perimeter frost walls atop concrete spread footings.
- The wall framing will be 2x stud wall construction supporting pre-engineered wood trusses.
- No outdoor arbors or covered patios are anticipated at this time.
- Geotechnical report to be provided prior to start of design.
- Fast track design is not anticipated and not included in the proposal fee. We anticipate that all disciplines will have full sets of documents released simultaneously. If an early package is requested, we can provide a proposal for the additional services.

For the existing building area, some repairs are anticipated, which will likely include:

- Review and strengthening of the hand-framed roof trusses.
- A portion of the south wall has visibly settled. The wall framing will need to be deconstructed and a new foundation installed within this building area. Some temporary shoring for the roof framing will be required.

SCOPE OF SERVICES

Our proposal is based on providing the following services:

- Typical structural engineering design services related to the production of construction documents and specifications. The structural documents will be included within a multi-discipline set of construction documents.
- Assistance during bidding.
- Construction administration (CA) services related to portions designed. CA to include coordination and assistance during construction review of shop drawings and two (2) construction observation visits made during the construction period. Additional visits will be billed at our current hourly rates.

ENGINEERING CHARGES

Compensation for our services is proposed to be:

A lump sum fee of twelve thousand, seven hundred and sixty dollars (\$ 12,760) *PLUS* all applicable taxes. Reimbursable expenses are included within the lump sum fee. Listed below is a fee breakdown.

1. Construction Documents	\$9,970
2. Construction Admin.	\$2,790
Total	
	\$12,760

Additional Services shall be negotiated as a lump sum at the time of request or charged at the Structural Engineer's (SE) then current standard hourly rates. The SE's current standard hourly rate schedule is:

Senior Principal	\$225/hr
Principal	\$200/hr
Associate Principal	\$175/hr



Senior Engineer	\$175/hr
Project Engineer	\$150/hr
Professional Engineer	\$140/hr
Expert Witness	\$375/hr
EIT	\$125/hr
BIM Manager	\$130/hr
BIM Technician II	\$110/hr
BIM Technician I	\$90/hr
Engineering Intern	\$75/hr
Clerical	\$60/hr
GPR equipment fee	\$200/hr

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

NEXT STEPS

We appreciate the opportunity to present this proposal, and we look forward to working with you on this project. Be assured we will do all we can to make this project a success. Please call if you have any questions or if we can be of additional assistance. Upon your written or verbal consent, we will prepare a contract for your review and acceptance or review your company's contract. This proposal is valid for 60 days.

Sincerely,

Albertson Engineering Inc.



Stephen Kilber, PE
Associate Principal
stephen@albertsonengineering.com



**PROFESSIONAL SERVICES PROPOSAL
FOR AIA B101 AGREEMENT or
(OWNER/ARCH AGREEMENT)
January 27, 2025**



ARTICLE 1 Parties to the Proposal

- 1.1 This Proposal from Skyline Engineering, LLC. (hereinafter “Skyline”) to Chamberlin Architects (hereinafter “Client”), is for the services as described herein, on the following project: Deadwood Senior Center (Hereinafter “Project”).

ARTICLE 2 Use of Document

- 2.1 This document summarizes Skyline’s understanding of the project and required services anticipated, as described herein, on the following project. It is understood the client will utilize the enclosed language as the basis for Mechanical and Electrical design services as extension of the project’s prime design contract via insertion into/or attachment to the AIA B101 2017 or other Standard Form of Agreement between the Architect and Owner to serve as the Prime Contract. This document shall not become executable unless attached thereto and the Owner/Architect’s agreement is signed by both parties.

ARTICLE 3 Project Description (Supplement to the Prime Contract Project Description)

- 3.1 Project consists of remodel and new addition to an existing 100 year old historic building located in Deadwood South Dakota that will become the Deadwood Senior Center. The overall area of the building will be approximately 3000 sf. The existing portion of the building consists of approximately 1400 sf and the new addition will consist of approximately 1600 sf. The Senior Center will include and Activity/Dining area, IT space, Storage space, Meeting/Private Dining space, Office, Restrooms, Warming Kitchen, Utility Room and Vestibule.
- 3.2 This proposal is based on a Type A Occupancy building.
- 3.3 The remodeled spaces will include the Activity/Dining area, IT space and Storage space. The new addition will support all other spaces as mentioned above. This proposal assumes that the existing portion of the building will be a complete renovation of the interior with all existing MEP equipment and associated appurtenances being removed.
- 3.4 Mechanical systems will include new porcelain floor mount or wall hung flush valve fixtures with sensor type actuation. Lavatories will be loose wall hung type or integral to the countertop. A small dual element electric or high-efficiency gas water heater water heater is anticipated. A mop service basin will be provided for routine maintenance and housekeeping. HVAC will consist of gas-fired furnaces with remote air-cooled condensing units or heat pumps. An Energy Recovery Ventilator (ERV) will provide ventilation to the spaces via the furnaces. Electric heat will be used in perimeter spaces for supplemental heat. The IT/AV room will be served by a split-system heat pump with low ambient control.
- 3.5 It is our understanding the Kitchen will be that of warming type with the possibility of a range/oven in use and will not include commercial kitchen equipment. As such, no commercial type-I hood requirements are anticipated.

- 3.6** Domestic water, fire sprinkler, natural gas and electrical services are anticipated to enter the utility room. It is recommended that the existing condition of the sanitary sewer be verified.
- 3.7** Fire suppression design is anticipated for this project. Skyline will provide fire suppression design consisting zoning plans and performance specification following the latest NFPA guidelines and city ordinances.
- 3.8** It is anticipated the existing water, gas, and electric utility meters will be adjusted due to the demolition of the old addition. Design associated with splitting of utility meters for multiple tenants is excluded from this proposal.
- 3.9** MEP demolition plans will be included as part of design of this project.
- 3.10** Lighting design primarily consists of LED flat panels with occupancy-based controls. Downlights may be considered for accent lighting where appropriate. Exterior lighting will consist of full cutoff, building mounted LED fixtures only. Site or parking lot lighting is excluded from this proposal.
- 3.11** This proposal anticipates a new overhead electrical service, preliminarily sized at 400 amperes at 120/240V 1Ø. Backup or emergency power is excluded from this proposal.
- 3.12** Systems design includes Data/Telephone infrastructure and connectivity, a new Fire Alarm system, and rough-in's for security (Access Control/CCTV).
- 3.13** The project delivery method is understood to be Design-Bid-Build. A value engineering effort is or is not anticipated.
- 3.14** The proposal excludes any design associated with a commercial kitchen, commercial kitchen hood, and/or makeup air system.
- 3.15** Our proposal offers design and specifications with our knowledge of the current markets. However, in unprecedented times of material shortages and inflation, we cannot anticipate post-bid material/system substitutions that may become required due to material shortages, costs due to inflation, or long lead times for material delivery. As such, this proposal also excludes design revisions or product substitutions that may become required to support this project's budget or schedule.
- 3.16** The proposal excludes any design associated with a commercial kitchen or kitchen hood, data centers or closets per NFPA 58, smoke control, etc.
- 3.17** Our proposal offers design and specifications with our knowledge of the current markets. However, in unprecedented times of material shortages and inflation, we cannot anticipate post-bid material or system substitutions that may become required due to material shortages, costs due to inflation, or long lead times for material delivery. As such, this proposal also excludes design revisions or product substitutions that may become required to support this project's budget or schedule.
- 3.18** This proposal also excludes mechanical and electrical designs for site utilities beyond 5 ft from the building, including but not limited to, domestic water service, sanitary sewer, stormwater, natural gas, communications and primary power.
- 3.19** This proposal is an offer of services during the design period identified for the fee proposed herein. Unless this proposal is executed within 60 days of the offer, fees may be adjusted and delivery of the documents may be delayed.

ARTICLE 4 Project Basic Services (Description of understood services as inserted into Prime Contract Articles defining the Architects Responsibilities & scope of Architectural Basis Services)

4.1 Skyline shall provide and prepare schematic documents, design development documents, construction documents including drawings and systems specifications for the Project. In particular, Skyline shall undertake the following services for the Project.

4.2 MECHANICAL BASIC SERVICES

4.2.1 Specifications

1. Divisions 21, 22, and 23, derived from and in the format of CSI 2004, and/or on plans as most appropriate.

4.2.2 HVAC

1. Air conditioning and heating load calculation.
2. Basic analysis and recommendation for HVAC system selection.
3. Equipment schedules indicating physical characteristics, capacities, electrical capacities and manufacturer used as the basis for the design.
4. HVAC ductwork and piping distribution.
5. HVAC equipment room plans.
6. Major equipment manufacturer's data sheets and identification of locations.
7. Identification of mechanical openings and sleeves.
8. Piping diagrams for major central systems, if required for design clarification.
9. Fire and smoke dampers in partitions and fire walls, based on the fire and smoke separations indicated on the architectural drawings as required.
10. Locations of thermostats and room control devices.
11. Identification of ceiling HVAC elements such as grilles and diffusers for incorporation into ceiling plan layouts.
12. Identification of HVAC equipment space requirements.
13. Door grilles and louvers for air transfer

4.2.3 Plumbing

1. Connection to water supply, 5'-0" beyond the building.
2. Water distribution inside the building to all plumbing fixtures and equipment.
3. Domestic hot water distribution to plumbing fixtures.
4. Domestic hot water recirculation system
5. Water heater selection.
6. Plumbing fixtures selection.
7. Sanitary collection system within the building.
8. Connection to sanitary sewer, 5'-0" outside the building.
9. Building rainwater collection system within the building.
10. Connection to building rainwater collection system to 5'-0" outside the building.
11. Isometric diagrams, if required by Code, or if required for design clarification.

4.2.4 Fire Protection

1. Fire sprinkler design criteria, including hazard classifications and zoning.
2. Identify location, size, and connection requirements for fire standpipes if required.
3. Suggested locations of fire sprinkler heads and pipe routing, as required for design team coordination.

4.2.5 Special Systems

1. Natural gas distribution inside the building and isometric, if required.
2. Air conditioning condensate collection piping system.

4.2.6 Design coordination Support

1. Production and issue of one (1) set of mechanical drawings for each of design phases of the Project consisting of Design Development, Owner Review, and Construction Documents.
2. Production and issue of one (1) set of mechanical specifications on plan or book format for each of design phases of the Project consisting of Owner Review, and Construction Documents.
3. Coordination meetings consisting of up to 2 local meetings during the design phase of the Project.

4.2.7 Construction Support

1. Review contractor's shop drawings consisting of a maximum of two reviews per submittal.
2. Attend pre-bid and pre-construction meetings as required.
3. Provide construction observations consisting of up to 2 trips during the construction phase of the Project, including a final observation and punch list of the completed construction.

4.3 ELECTRICAL BASIC SERVICES

4.3.1 Specifications

1. Standard CSI 2004 Divisions 26, 27, and 28 and/or on plans as most appropriate.

4.3.2 Electrical Service Provisions

1. Coordination with local utility to establish service requirements.
2. Electrical system voltage selection study.
3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
4. Service transient voltage surge suppression.

4.3.3 Electrical Distribution System

1. Electrical distribution system equipment selection.
2. Electrical distribution system riser diagram, panelboard schedules, and load analysis.
3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
4. Receptacle layout.
5. Motor and other equipment connections.

4.3.4 Lighting System

1. Light fixtures selection and specification.
2. Interior and building mounted exterior lighting layout.
3. Egress and exit lighting based on egress routes defined by architect.
4. Lighting controls inclusive of occupancy sensors and timeclocks

4.3.5 Emergency Power

1. Unitary battery units within select light fixtures.

4.3.6 Special Systems

1. Fire Alarm System layout and specification.
2. Data/Telephone riser and horizontal LAN wiring and connectivity, layout and specification.
3. Backboxes, raceways, and rough-ins for security systems based on pre-selected vendor equipment, layout and specification per program defined by the architect or the owner:
 - a. Card Access
 - b. Closed Circuit Television (CCTV)

4.3.7 Design Coordination Support

1. Production and issue of one (1) set of electrical drawings for each of design phases of the Project consisting of Design Development, Owner Review, and Construction Documents.
2. Production and issue of one (1) set of electrical specifications on plan or book format for each of design phases of the Project consisting of Owner Review, and Construction Documents.
3. Coordination meetings consisting of up to 2 local meetings during the design phase of the Project.

4.3.8 Construction Support

1. Review contractor's shop drawings consisting of a maximum of two reviews per submittal.
2. Attend pre-bid and pre-construction meetings as required.
3. Provide construction observations consisting of up to 2 trips during the construction phase of the Project, including a final observation and punch list of the completed construction.

4.3.9 Any work or services not identified in this Article 4, shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 5.

ARTICLE 5 Optional Additional Services (Services specifically not proposed and to be included and inserted under article the AIA B101 contract or Prime Agreement's Supplemental Services)

5.1 Skyline shall only perform the items identified in Article 4 regarding Project Basic Services. The following constitutes Optional Additional Services which Skyline offers to Client:

1. Design of site utilities or site structures beyond 5ft from the building. This proposal specifically excludes mechanical and electrical designs for site utilities beyond 5 ft from the building, including but not limited to, domestic water service, sanitary sewer, stormwater, natural gas, communications, and primary power.
2. Life cycle cost, Return on Investment (ROI), and similar financial analyses or reports.
3. Preparation of schematic design phase or detailed (quantities based) construction cost estimates.
4. Multiple design solutions for construction alternates (additive or deductive).

5. Preliminary sizing, scheduling, and details for fire pump. Final sizing by fire protection contractor based on final system requirements.
6. Calculations or reporting thereof to demonstrate compliance with applicable energy codes.
7. Obtaining certification or recognition of the project's sustainable or energy efficient features (i.e. LEED, Green Globes, and similar.)
8. Design, documentation, calculations, or development of documentation to pursue tax credits or deductions. Unless directed otherwise by the Client at the beginning of the project, systems and equipment selections will pursue energy efficiency balanced with available construction budget, but not necessarily be designed to achieve any specific tax credits or deductions.
9. Domestic water booster pump selection.
10. Analysis to provide utility estimates or develop documentation to pursue rebates or loans.
11. Determination of accessibility requirements (e.g. Americans with Disabilities Act.)
12. Project delivery using Building Information Modeling (BIM) or other three-dimensional models of mechanical or electrical systems unless identified in this proposal.
13. Project delivery whereby computer files (AutoCAD, Revit, etc.) are transferred to the contractors for construction. This excludes image (pdf, jpg, tif, and similar) files used to transmit non-printed versions of the drawings and specifications.
14. Design of commercial kitchen or laundry spaces or equipment including space planning, selections of the equipment or connections thereof.
15. Design of HVAC, plumbing, and/or electrical connections to equipment (including but not limited to laundry, kitchen, and/or process equipment) in absence of specific and detailed connection requirements provided to Skyline by others.
16. Design task or investigation to define groundwater drainage (foundation drain, drain tile, etc.), other than pumping based on parameters identified by others.
17. Design associated with specialized water treatment or distribution systems
18. Site lighting for walkways and parking lots via poles and exterior building-mounted lighting.
19. Emergency or backup generator systems, including transfer switches, paralleling switchgear, and similar items, layout and specifications.
20. Backup uninterruptible power system (UPS), including control unit with without bypasses, and battery cabinet, layout and specification.
21. Power coordination studies or analysis of arc flash exposure for definition of Personal Protective Equipment (PPE) requirements.
22. Power systems analysis to define arc flash/associated labeling.
23. Special lighting design, including custom fixture design and low-voltage solutions.
24. Design of specialized lighting control systems, such as low-voltage or building management based systems.
25. Design of special electrical distribution systems, such as under-floor wiring, raised floors, or flexible wiring systems.
26. Wireless Atomic Clock system layout and specification.
27. Sound system layout and specification.
28. Detailed fire sprinkler design, including pipe size and lengths and head layouts, which are normally configured in the shop drawing process by the installing contractor.
29. Design associated with a fire pump. Precise/final selection of fire pumps. Construction documents will contain only preliminary selections; final selections must be based on actual installed conditions not known to Skyline at the time of design.
30. Designs to modify or connect to existing HVAC controls or Building Automation System, systems.
31. Preparation of record drawings in CAD formats (AutoCAD, Revit, or similar), with or without contractor's markups.

32. Preparation of “conformance” drawings in CAD formats (AutoCAD, Revit, or similar) and/or specifications in WORD or similar formats to reflect addendum or other construction changes.
33. Formal or informal commissioning building mechanical and/or electrical systems, including startup and/or testing.
34. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
35. Design of Owner or Architect initiated changes to the project during construction, or significant changes to the project scope during the design phase.
36. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
37. Design services for, or modifications to, any existing buildings and/or systems beyond that identified herein.
38. Services not listed as Basic Services.

ARTICLE 6 Hourly Rates for Additional Services (Rates to be included and inserted under Article 11 of an AIA B101 contract or Prime Contract’s Compensation Article)

6.1 The following hourly rates, effective through December 31, 2025, shall be used as the basis for compensation for any Optional Additional Services, or any agreed upon hourly work performed by Skyline:

Principal	\$190
Senior Engineer (PE)	\$170
Project Manager	\$150
Project Engineer (PE)	\$150
Project Engineer (EIT)	\$140
Project Designer	\$130
CAD/BIM Technician	\$105
Clerical/Intern	\$ 85

6.2 In addition to the hourly rates outlined in Article 6, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 7.

ARTICLE 7 Compensation For Basic Services (Proposed compensation to be inserted under Article 11 of an AIA B101 contract or Prime Contract’s Compensation Article)

- 7.1 A lump sum of \$31,500.00 inclusive of Reimbursable Expenses. This lump sum fee is based upon the Project Description herein. Should the scope of the Project change and the actual mechanical/electrical design requirements deviate from that proposed, it is understood the design fee will be adjusted as mutually agreeable and commensurate with the change.
- 7.2 Alternate services to design site utilities, including but not limited to, natural gas, storm sewer, domestic/fire sprinkler service, sanitary sewer utility pathways vaults, etc for Communications and/or Primary Power. Hourly at the rates as established herein, plus Reimbursable Expenses.
- 7.3 Alternate services to provide “conformance” drawings and/or specifications. Hourly at the rates as established herein, plus Reimbursable Expenses.
- 7.4 In addition to the above, Client is responsible for all applicable taxes.
- 7.5 **Reimbursable Expenses**

As used in this Agreement, Reimbursable Expenses include the following:

- 7.5.1 All expenses for travel, meals, and lodging associated with the Project billed at cost, except Skyline and personal vehicle mileage, billed at IRS-approved reimbursement rate.
- 7.5.2 Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:
 - Plotting on Bond _____ \$0.40/square foot
 - Plotting on Mylar or Vellum _____ Not Offered
 - Black and white Photocopies _____ \$0.30/sheet
 - Color photocopies _____ \$0.50/sheet
- 7.5.3 Outside reproduction services, billed at cost.
- 7.5.4 Courier services and postage, billed at cost.
- 7.5.5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.
- 7.5.6 Any Sub-Consultant utilized by Skyline will be billed at cost.
- 7.5.7 All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 8 Payments to Skyline

8.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline’s statement of services. We will invoice you monthly for services performed during the previous month, with the maximum compensation not to exceed the following standard industry phase percentages at the completion of each phase of the project.

<u>Project Phase</u>	<u>Phase % Due</u>	<u>Total Contract % Due</u>
Design Development	25	25
Contract Documents	50	75
Bidding	5	80
Construction	20	100

- 8.2 No deductions shall be made from Skyline’s compensation on account of penalty, liquidated damages, or other sums withheld from payments to contactors, or on account of the cost of changes in the work other than those which Skyline has been adjudged to be liable.
- 8.3 Client shall disclose to Skyline, prior to execution of this proposal, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline’s compensation.
- 8.4 Skyline shall have the right to stop work if any payment shall not be timely made in full according to the terms and conditions of this Agreement. Skyline has the right to suspend work, or terminate this Agreement if their statements are not paid pursuant to the terms and conditions herein. If the statements are not paid within thirty (30) days after they become due, Skyline further reserves the option to void this agreement, sue for damages, and pursue any other legal or equitable claim. Skyline is under no duty to continue work without timely payments according to the terms and conditions herein.
- 8.5 In the event of Client’s failure to timely compensate Skyline and Skyline chooses to terminate this

Agreement or suspend its services, then Skyline shall have no liability to Client for any delay or damage.

- 8.6** Skyline is under no duty to provide any services, documents, plans, specification, or any other work until Skyline is paid in full for its statement of services. Skyline specifically reserves the right to withhold any and all work and/or work product until paid according to this Agreement.
- 8.7** Amounts unpaid thirty (30) days after the invoice date shall bear interest at a rate of 1.0% per month.
- 8.8** This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Skyline shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

ARTICLE 9 Insurance and Limitation of Liability

- 9.1 Waivers of Subrogation.** Client and Skyline waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Project Owner as fiduciary. The Client shall require of the consultants, general contractor, separate contractors, owner(s), and all subcontractors, by appropriate agreements, similar written waivers of subrogation in favor of Skyline and of other parties enumerated in this Article 7.1.
- 9.2 Limitation of Skyline's Liability.** Client agrees that Skyline's total liability to Client for any and all injury, claims, losses, expenses, damages, or claims expense, attorney fees shall not exceed \$150,000.00. Such claims include, but are not limited to negligent acts, errors or omissions, strict liability, breach of contract or breach of implied or express warranty. Further, each party waives any subrogation right it may have on behalf of its insurer against each other. At the time the parties entered into this contract, damages in the event of a breach are incapable or very difficult of accurate estimation. The parties hereto have undertaken reasonable efforts to fix fair compensation. The amount stipulated bears a reasonable relation to probable damages and is not disproportionate to any damages reasonably to be anticipated.
- 9.3 Professional Liability Insurance.** As further consideration for Client's limitation of claims against Skyline to the amount of Skyline's insurance coverage, Skyline shall keep in force for the term of this Project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the amount of \$1,000,000 per claim and aggregate.

ARTICLE 10 Miscellaneous Contract Provisions

- 10.1 Concealed or Unknown Conditions.** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of Skyline's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.
- 10.2 Hazardous or Toxic Materials.** Client acknowledges and agrees that Skyline's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event

Skyline or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of Skyline's services, Skyline may, at their option, and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

- 10.3** Ownership of Documents. All design documents prepared by Skyline pursuant to this document are instruments of service in respect to the Project. This includes files, correspondence, calculations, and drawings. All documents will remain the property of Skyline until this Agreement is complete and payment has been rendered in full or until the Agreement is terminated as provided herein. Transferred documents are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Client agrees to Indemnify and hold Skyline harmless, including reasonable attorney fees from any re-use.
- 10.4** Electronic Documents. Client shall have sixty (60) calendar days to ascertain the completeness of the electronic file delivered by Skyline Engineering in AutoCAD or other electronic format, after which period it will be deemed as complete and having been accepted as delivered. It is also agreed that a hard copy of the documents will be delivered, and in the event of conflicts or discrepancies between the two files, the hardcopy will prevail. Skyline Engineering's title block must and will be removed from electronic files transferred to the Client. Because data stored electronically can deteriorate, Skyline shall not be responsible to maintain the electronic media and makes no representation that the electronic data/drawings will be available following 60 days after acceptance of the documents.
- 10.5** Severability. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions, and the provision which is held invalid is hereby severed from the remaining terms and conditions so the remaining provisions are in full force and effect.
- 10.6** Reuse of Documents and Designs. Electronic files prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the Project. They are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Any reuse without written verification or adaptation by Skyline Engineering for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to Skyline Engineering, and the Client shall indemnify and hold harmless Skyline Engineering from all claims, damages, losses and expenses, including attorney fees and defense costs, arising out of or resulting therefrom. Any such verification or adaptation will entitle Skyline to further compensation at rates in effect at the time.
- 10.7** Project Escalation. It is acknowledged that both parties agree the stated design fees are based upon the estimated Project value stated in the Project description above. Should the scope of the Project change and the actual construction cost exceed the stated values, Skyline shall be entitled to proportionate fee increases.
- 10.8** Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Skyline Engineering under this agreement will be the care and skill ordinarily used by members of Skyline's profession practicing under similar circumstances at the same time and in the same locality. Skyline makes no warranties, express or implied, under this agreement or otherwise, in connection with Skyline's services.
- 10.9** Contractual Relationships. Skyline's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between

Skyline and any third party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action or claim in favor of a third party against Skyline. Skyline relies solely and exclusively on the Client to provide complete, accurate, and timely information of the Owner's design criteria. Skyline assumes no responsibility for the accuracy of "Opinions of probable cost." Skyline shall not have authority or responsibility of any contractor's means, methods, techniques, sequences, or procedures of construction for safety precautions and programs incident to the contractor's work. Skyline's scope shall not include serving as an "authority having jurisdiction" as defined by model codes nor shall we perform associated code-compliance interpretation.

10.10 Construction Site Sign. If the construction contract requires the contractor to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, the Client shall include similar placement of Skyline Engineering's name and/or corporate identifier on the sign in the construction site sign requirements in the construction contract. The size and placement of Skyline Engineering's name and/or corporate identifier shall be similar to that of the Client, adjusted as acceptable to Skyline Engineering. If Client chooses to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, Skyline Engineering shall have the option of including its name and/or corporate identifier on the sign in a similar fashion. If this option is exercised, Skyline Engineering will proportionately share the costs of the sign and its erection with client. If Skyline is not engaged in a composite design/construction team sign, Skyline may pursue installation of an independent Skyline sign on the construction site fence or similar site location.

ARTICLE 11 ACCEPTANCE/EXECUTION

SKYLINE ENGINEERING, LLC

CHAMBERLIN ARCHITECTS

By: _____

By: _____

Its: _____

Its: _____

DATE _____

DATE _____