

PROFESSIONAL SERVICES AGREEMENT

Aug 12, 2025



ARTICLE 1 Parties to the Contract

- 1.1 This Agreement between Skyline Engineering, LLC. (hereinafter “Skyline”) and City of Deadwood (hereinafter “Client”), for services described herein, on the following project: Ballfields Replacement Lighting (hereinafter “Project”).

ARTICLE 2 Project Description

- 2.1 This proposal offers Electrical Engineering design services for replacement athletic fields lighting for the football, baseball, and softball fields adjacent to the Days of 76 arena, located in Deadwood, SD. The project design will document existing conditions and develop electrical engineering plans for the three athletic fields lighting replacements via open-bid design documents, specifying MUSCO poles and fixtures as the basis of design, performing to SD High School athletics standards.
- 2.2 It is anticipated that the baseball/softball pole replacement work may also engulf the poles providing illumination to the Days of 76 arena. This proposal is partially based on Musco’s 2023 prelim fields designs and 2025 quotes.
- 2.3 The football field bleachers areas will receive minimal lighting to support safe navigation. The baseball and softball fields will not likely be bid at this time, but the design plans will document power capacities, and power and comms interconnections.
- 2.4 The electrical design scope will include fields lighting for the athletic fields, using Musco Lighting fixtures as the basis-of-design and for design assistance. Musco’s design efforts are **excluded** from proposed services. If new poles require the foundations to be replaced, the pole vendor shall provide stamped foundation design, based on a soils report, provided by others.
- 2.5 Given anticipation that pole will not be relocated, this proposal assumes the design for site utilities will be unnecessary. Should poles, power lines, or communications be required to be relocated, the associated design will be coordinated between the Owner and Skyline Engineering. Locating and documenting existing underground utilities for pre-bidding planning, and developing site utilities plans, including power and communications would be provided by a Civil Engineer. As such, utilities locating and Civil Engineering service are excluded from this proposal.
- 2.6 The project delivery method is understood to be design-bid-build. As such, a value engineering effort is not anticipated.
- 2.7 It is anticipated the Owner will develop the project Ad’s and organize the self-perform the bidding. In addition, it is anticipated the Owner will provide a reasonably accurate basemap in ACAD for the electrical drawings to be developed from. As such, preparations of basemap, front-end documents, Ad’s, and management of the bidding is **excluded** from offered services.
- 2.8 This proposal is written for a project budget of \$800,000-\$1,000,000 for all three fields, installed.
- 2.9 The design is anticipated to begin in September 2025 with construction documents completed in December 2025.
- 2.10 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 ***excludes*** design revisions or product substitutions that may become required to support the project's budget or schedule.

- 2.11** This proposal ***excludes*** CA services beyond normal shop drawing review processes and any additional observations beyond those offered herein. Additional inspections and trips are offered per instance as required to support the project to final completion. In anticipation of secondary/postponed construction, this proposal also ***excludes*** construction services for the softball and baseball fields.
- 2.12** This proposal is an offer of services during the design period identified for the fee proposed herein. Unless this proposal is executed within 30 days of the offer, fees may be adjusted and delivery of the documents may be delayed.

ARTICLE 3 Project Basic Services

- 3.1** Skyline shall undertake the following services for the Project. Drawings and associated documents shall be prepared using AutoCAD.

3.2 Mechanical Basic Services – Not Anticipated, Not Offered.

3.3 Electrical Basic Services

3.3.1 Specifications

1. Standard CSI 2004 Division 26 and/or on plans as most appropriate.

3.3.2 Electrical Service Provisions

1. No Service Revisions are anticipated.

3.3.3 Electrical Distribution System

1. Electrical distribution system equipment selection, service if/as required.
2. Electrical distribution system, panelboard schedules, and load analysis for new pole lighting circuits.
3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
4. Specifying TVSS and connections thereof to best protect the electronic lighting.

3.3.4 Lighting System

1. Musco light fixtures and control selection specification and review
2. Site lighting for athletic fields via MUSCO fixtures
3. Lighting Controls - MUSCO Power-Line-Carrier controls will be utilized to eliminate system to pole controls conduits. Other lighting controls, inclusive of switches, system controls, sensors, photocells, and/or timeclocks could be integrated should the owner wish to incorporate contactors, controlled by switches in the concessions and/or football field poles.

3.3.5 Emergency Power – Not anticipated, not offered.

3.3.6 Special Systems

1. Design will accommodate CCTV Camera locations/installations based on design from an owner/pre-selected vendor recommendations for cameras with potential for wireless livestreaming of ballgames or security purposes. Layout, if implemented, per program defined by the owner and/or owner vendor(s).

3.3.7 Design Coordination Support

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

3.3.8 Construction Support

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

- 3.4** Any work or services not identified in this Article 3 shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 4.

ARTICLE 4 Optional Additional Services

- 4.1** Skyline shall only perform the items identified in Article 3 regarding Project Basic Services. Efforts associated with the following conditions and tasks constitute Optional Additional Services which Skyline offers to Client.

4.1.1 Optional Additional Services

1. Design of site utilities. This proposal specifically excludes mechanical or electrical designs for site utilities, 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 an Opinion of Probable Cost for the Project, including preparation of detailed (quantities based) construction cost estimates.
4. Multiple design solutions for construction alternates (additive or deductive).
5. 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.

6. Project delivery using Building Information Modeling (BIM) or other three-dimensional models of mechanical or electrical systems unless identified in this proposal.
 7. 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.
 8. Power coordination studies or analysis of arc flash exposure for definition of Personal Protective Equipment (PPE) requirements.
 9. Site lighting for sidewalls, walkways and parking lots via poles and exterior building-mounted lighting Design of horizontal LAN wiring and connectivity including that for the following systems:
 - A. Sound system layout and specification.
 - B. CCTV to support controls or athletic program streaming.
 10. Design associated with emergency power systems including uninterruptible power systems (UPS).
 11. Design of specialized lighting control system interfaces to campus controls, such as low-voltage or building-management based systems.
 12. Preparation of record drawings in CAD formats (AutoCAD, Revit, or similar), with or without contractor's markups.
 13. Formal or informal commissioning of lighting or electrical systems, including startup and/or testing.
 14. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
 15. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
 16. Design services for, or modifications to, any existing buildings and/or systems beyond that identified herein.
 17. Services not listed as Basic Services.
- 4.2** In the event that Client desires Optional Additional Services beyond those defined as Project Basic Services, then Client shall direct Skyline in writing. In the absence of a mutual written agreement, Skyline shall notify Client that it is performing Optional Additional Services. In the event that Client fails to inform Skyline in writing, within seven calendar days of receipt of notice, that the Optional Additional Services are not required, then client shall compensate Skyline according to the terms and conditions of this Article 4 for Optional Additional Services.
- 4.3** 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 | \$210 |
| Senior Engineer (PE) | \$190 |
| Project Manager | \$170 |
| Project Engineer (PE) | \$170 |
| Project Engineer (EIT) | \$160 |
| Project Designer | \$150 |
| CAD/BIM Technician | \$125 |
| Clerical/Intern | \$105 |
- 4.4** In addition to the hourly rates outlined in Article 4.3, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 5.3.

- 4.5 If Skyline performs any Optional Additional Services, then Skyline shall be entitled to an appropriate adjustment in Skyline's schedule.

ARTICLE 5 Compensation For Basic Services

5.1 A lump sum of \$36,000 inclusive of Reimbursable Expenses. This lump sum fee is based upon the Project description above. Should the scope of the Project change and the actual mechanical/electrical design deviate substantially from that proposed, it is understood the design fee will be adjusted as mutually agreeable and commensurate with the change.

5.2 In addition to the above, Client is responsible for all applicable taxes.

5.3 Reimbursable Expenses.

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

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.
2. Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:

-Plotting on Bond_____	\$0.30/square foot
-Plotting on Mylar_____	Not Offered
-Black and white Photocopies_____	\$0.20/sheet
-Color photocopies_____	\$0.40/sheet

3. Outside reproduction services, billed at cost.
4. Courier services and postage, billed at cost.
5. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.
6. Any Subconsultant utilized by Skyline will be billed at cost.
7. All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 6 Payments to Skyline

6.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline's statement of services. 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.

We will invoice you monthly for services performed during the previous month, with the maximum compensation not to exceed the following percentage:

<u>Project Phase</u>	<u>Phase % Due</u>	<u>Total Contract % Due</u>
Design Development	35	35
Contract Documents	50	85
Bidding	5	90
Construction	10	100

- 6.2 Client shall disclose to Skyline, prior to execution of this Agreement, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline's compensation.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Amounts unpaid thirty (30) days after the invoice date shall bear interest at a rate of 1.0% per month.
- 6.7 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 7 Insurance and Limitation of Liability

- 7.1 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.
- 7.2 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 the total amount of Skyline's fee. 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.
- 7.3 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 8 Miscellaneous Contract Provisions

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

- 8.8 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.
- 8.9 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.
- 8.10 Claims or Disputes.** Any claim, dispute or other matter in question arising out of or related to this proposal/service agreement shall be subject to dispute resolution provisions as outlined by unedited AIA standard forms of agreement, specifically C401-2017 Standard Agreement between Architect and Consultant. Order of resolution shall be good faith negotiation, mediation, then proceed to litigation if/as necessary to resolution. Unless litigation is invoked, resolution shall be executed in Rapid City, SD or via teleconference. Unless Skyline has failed the Standard of Care as set forth herein and the claim, dispute or other matter has resulted in a loss-value to the owner, no claim shall be directed at Skyline. Loss-value, as used herein, shall include a project cost that would not have been incurred, except for an act of negligence, error, or omission by Skyline. If a required component, or service related to the project is omitted, Skyline shall not be responsible for costs that provide betterment, upgrades, or enhanced value of the project. Skyline shall not be subject to any claim, dispute, or other matter due to acts of negligence, errors, or omissions by Architect or another project entity.

ARTICLE 9 ACCEPTANCE

SKYLINE ENGINEERING, LLC

CITY OF DEADWOOD, SD

By: **James Stampe** James Stampe

Digitally signed by James
Stampe
DN: C=US,
E=james@skylinetd.com,
O=Skyline Engineering,
LLC, CN=James Stampe
Date: 2025.08.12
11:19:54-06'00'

By: _____

Its: **Vice President & LLC Manager**

Its: _____

Date: **8-12-25**

Date: _____