

March 10, 2021

PROPOSAL/AGREEMENT

BETWEEN CLIENT AND ARCHITECT/DESIGNER
FOR LIMITED PROFESSIONAL SERVICES

CLIENT

Kevin Kuchenbecker
Historic Preservation Office
108 Sherman Street
Deadwood, South Dakota 57732
Office: (605) 578-2082
kevin@cityofdeadwood.com

DESIGNER

BDTAID, Inc. (BDT)
417 Kansas City Street
Rapid City, SD 57701
Cell: 605.430.5170
Project Manager: Ray Berberich
rberberich@bdtaid.com

PROJECT

City of Deadwood Parking Structure Signage

PROJECT SUMMARY

The City of Deadwood has requested BDT to develop new signage for the parking structure located at Wall Street and Broadway that incorporates design elements of the existing city-wide wayfinding signage. The new signage will also incorporate general information and payment instructions for the new parking payment tracking system that is being implemented.

SCOPE OF WORK

PHASE I - AUDIT and ANALYSIS

During the audit and analysis phase we shall:

- Perform an audit of existing signage
- Begin to develop signage location plan for new signs
- Begin to develop signage message schedule for new signs
- Begin to identify sign types needed
- Begin to identify terminology/nomenclature
- Coordinate with the City and the parking vendor on information and parking instructions
- Document findings

All information from Phase I shall be assembled and presented in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. Upon review and approval by the Client Phase I shall be complete.

PHASE II - DESIGN and DOCUMENTATION

During the design development and documentation phase we shall:

- Define and finalize the sign types
- Develop drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials
- Finalize the visual vocabulary, colors and materials based on existing signage
- Finalize project terminology/nomenclature
- Develop and finalize locations plans
- Develop and finalize message schedule
- Document all information and drawings into final signage package

The Phase II documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. Upon review and approval Phase III shall be complete.

The Phase II fee outlined above is limited to the first phase of construction/implementation. In the event that the design package is divided up by phases and/or awarded to multiple fabricators additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

At this time the above scope of work outlined in this proposal shall be considered complete.

SCOPE OF BASIC SERVICES

Using an 11" x 17" (letter) drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

COMPENSATION / TERMS AND CONDITIONS

Phase I.....	\$ 4,406.90
Phase II.....	\$ 4,052.50
Total Design Fees.....	\$ 8,459.40

BILLING STRUCTURE

Design services listed in this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Designer shall invoice monthly for a percentage of completion of listed stages plus reimbursable expenses. All invoices shall be payable upon receipt.

Additional Services are services not described in the Scope of Work above and shall only be provided if requested or confirmed in writing by the Client. At owner’s request we can provide additional drawings, material and equipment detail, interior design and construction administration. When Additional Services are performed, they will be invoiced monthly with any additional reimbursable expenses.

- o Design Hourly Rate \$ 115.00 / HR
- o Audit/Site Visit/Drafting Hourly Rate \$ 75.00 / HR

**Hourly rates listed above are subject to change every fiscal year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement.*

DURATION OF SERVICE AND CANCELLATION

The duration of Designer’s involvement shall be limited to six (6) months or an agreed upon timeline that shall be determined by the project schedule and the Client’s requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid services and costs, including fees and costs for completed work for which Designer has not yet invoiced the Client.

TRADEMARKS AND COPYRIGHTS

Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

REIMBURSABLE EXPENSES

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of mileage, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$250.00 with cost not to exceed \$500.00.

- o 8.5x11 Prints (Each) \$1.25 / SHEET
- o 11x17 Prints (Each) \$ 2.50 / SHEET
- o Mileage \$ 0.58 / MILE

WORKING ARRANGEMENTS

Designer shall perform the Services at the Designer’s place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

ADA COMPLIANCE

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act (“ADA”) requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, to the best of his ability, shall interpret and comply with ADA guidelines and/or requirements of federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

DESIGNS

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation.

CONFIDENTIAL INFORMATION

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity.

Respectfully submitted,

Ray Berberich

EXECUTION OF AGREEMENT

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

CLIENT

(SIGNATURE)

DESIGNER



(SIGNATURE)

OFFICE USE:

SERVICES	Design With Contruction Observation
DISCIPLINES	Communications
PROJECT TYPE	Wayfinding Signage System
DELIVERY METHOD	Design-Bid-Build
MARKET	Community
CUSTOMER TYPE	Public Sector

TERMS AND CONDITIONS

BDTAID, Inc., hereinafter called "BDT", shall perform services defined in this Agreement for the Client, The City of Deadwood, under the following Terms and Conditions:

Time

BDT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BDT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BDT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BDT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

Construction Means, Methods and Safety

It is understood that BDT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT

reserves the right to terminate performance of its services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

Standard of Care

Services performed by BDT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BDT. BDT makes no representation as to the compatibility of electronic data with software or hardware of others.

BDT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initialed by:

_____	RB
CLIENT	BDTAID, Inc.

