



Mr. Lornie Stalder
City of Deadwood, Public Works
102 Sherman St.
Deadwood, SD 57732

RE: Public Works and Parks Department Exterior Remodel Design Proposal

August 18, 2026

Dear Mr. Stalder,

We are pleased to provide this proposal to provide design through construction phase services for the exterior remodels of the Public Works building and the Parks building.

PROJECT DESCRIPTION

- The Public Works Building is a pre-engineered metal building with new metal roofing and fascia, and original siding, doors and windows.
- The Parks Building is a wood framed building.
- Replace siding, windows and doors on the two buildings.
- Replace roofing and potentially install clerestory windows in the Parks Building.
- The roofing on the Public Works Building has already been replaced.
- Garage doors on the Public Works Building have already been replaced and will remain in place.
- The anticipated siding will be prefinished metal panels (possibly insulated) and faux stone wainscot.

Under this proposal, we propose a scope of work, which includes:

DESIGN

- Field measure both buildings and model in Revit software.
- Provide exterior elevations indicated demolition and new construction.
- Provide architectural details for siding, doors and windows.
- Provide Specifications on drawings.
- Field verifications of building construction and dimensions.

BIDDING AND CONSTRUCTION PHASE SERVICES

- Distribute bid documents to Contractors.
- Answer Contractors' questions during the bidding process.
- Issue Addenda as required during bidding.
- Assist with evaluation of bids.
- Prepare the AIA Agreement between Owner and Contractor.
- Facilitate pre-construction and attend regular construction meetings.
- Issue Proposal Requests and Change Orders as required during construction.
- Review and certify application for payment by the Contractor.
- Attend one Substantial Completion walkthrough and prepare a punch list.

SERVICES NOT INCLUDED

- Engineering of any kind.
- Interior work.
- Surveying.
- Environmental Study / Investigation.
- Multiple bid sets.
- Historic Preservation or Planning applications.
- Value Engineering.
- Cost Estimating.

COMPENSATION

For the work indicated above, we propose a fixed fee of \$22,000.00 as broken down below, plus reimbursable expenses.

Design Phase:	\$14,000.00
Bidding and Construction Phase Services	\$ 8,000.00

We understand that this project is tax exempt.

SCHEDULE

Design completion: Fall 2026

Attached Terms and Conditions are part of this proposal.

Thank you for allowing us to present this proposal. If you find it acceptable, please sign the attached agreement. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bradley P. Burns", with a stylized, flowing script.

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

Terms and Conditions

Chamberlin Architects, P.C. (Architect) shall perform the Services outlined in this Agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, Client shall provide Architect with access to the site for activities necessary for the performance of the Services. Architect will take reasonable precautions to minimize damage due to these activities.

Standard of Care:

Architect shall perform its Services for the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time. Architect provides no guarantees or warranties in connection with its Services.

Dispute Resolution:

Any claims or disputes arising out of Architect's Services shall be submitted to non-binding mediation. Client and Architect agree to include a similar mediation Agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. In the event that mediation does not resolve the dispute, for claims less than \$50,000, the parties agree to submit their dispute to binding arbitration before a licensed and practicing professional architect. For claims in excess of \$50,000, the parties agree to submit their dispute to binding arbitration before a three-person panel of licensed and practicing professional architects.

Billings/Payments:

Architect shall submit invoices for its Services either upon completion of such Services or on a monthly basis at Architect's option. Payment on all invoices is due within 45 days after the invoice date. If the invoice is not paid within 45 days, Architect may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate the performance of its Service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts that remain unpaid 60 days after the invoice date shall be subject to a monthly service charge of 1.0% on the then unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

Certifications:

Guarantees and Warranties: Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Architect cannot ascertain.

Fiduciary Responsibility:

Client agrees that neither Architect nor any of its sub-consultants or subcontractors will offer any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by Architect or any of its sub-consultants or subcontractors, as a consequence of the parties entering into this Agreement.

Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both Client and Architect, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Architect, nor their respective officers, directors, partners, employees, contractors or sub-consultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased financing costs and

any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Corporate Protection:

Architect's services for the Project shall not subject Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Third-Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Architect. Architect's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Architect because of this Agreement or the performance or nonperformance of services hereunder. Client and Architect agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Termination of Services:

This Agreement may be terminated by Client or Architect should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Architect for all Services rendered to the date of termination and all reimbursable expenses. Architect shall have the absolute right to terminate this Agreement for nonpayment. If the Client pays for Services rendered to the date of termination and all reimbursable expenses, then the Client will be given whatever work is done by Chamberlin in PDF form up to that point in time.

Ownership of Documents:

All documents, whether printed or electronic, produced by Architect under this Agreement shall remain the property of Architect and may not be used by Client for any endeavor other than the Project without the written consent of Architect. Client may retain copies, including reproducible copies, for information and reference in connection with Client's use and occupancy of the Project.

Additional Services

Additional Services are defined as those not included within the Scope of Services, or not included in the Project description. Additional Services include design, drafting, coordination, meetings or other time and expense due to a material change in the project including, but not limited to, size, quality, complexity, Client's schedule or budget for the Cost of the Work, or procurement or delivery method; delays in the schedule caused by Client or Client's consultants and/or contractors; or by other circumstances beyond Architect's control. Upon recognizing the need to perform the Additional Services, Architect shall notify Client with reasonable promptness and explain the facts and circumstances giving rise to the need. If Architect is authorized to provide Additional Services, Architect shall be appropriately compensated for such Additional Services and given additional time to provide those Services. For Additional Services provided by Architect's consultants, compensation shall be at the multiple 1.10 times the amounts billed to Architect for such Additional Services.

Unauthorized Changes:

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Architect and its sub-consultants without obtaining Architect's prior written consent, Client shall assume full responsibility for the results of such changes. Client waives any claim against Architect and releases Architect from any liability arising directly or indirectly from such changes.

In addition, Client agrees to include in any contracts for construction appropriate language that prohibits Contractor or any subcontractors of any tier from making any changes or modifications to Architect's construction documents without the prior written approval of Architect and that further requires Contractor to indemnify both Architect and Client from any liability or cost arising from such changes made without such proper authorization.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Architect, its officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense costs, arising from such changes.

Jobsite Conditions

Neither the professional activities of Architect, nor the presence of Architect nor its employees and subconsultants at a construction site, shall relieve General Contractor, Client or any other entity of their obligations, duties and responsibilities. These include, but are not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither Architect nor its personnel shall have any authority to exercise any control over any construction contractor or other entity nor their employees in connection with their work or any health or safety precautions. Client agrees that General Contractor is solely responsible for jobsite safety and jobsite conditions. Architect's provision of services shall not relieve others of any responsibility to perform according to their contract or applicable standards or specifications. Architect is not acting as Owner's Representative unless such a service is specifically contracted and paid for separately and apart from the Services contracted herein.

Design Without Full Construction Phase Services:

If Architect's Services under this Agreement do not include project observation or review of contractor's performance or other construction phase services, Client shall arrange to provide at its own risk and expense such services. In such event, Client also assumes sole responsibility for interpretation of the construction documents and for construction observation. Client waives all claims against Architect and releases Architect of all liability related to construction phase activities that may be in any way connected thereto.

If Client requests in writing that Architect provide any specific construction phase services and if Architect agrees in writing to provide such Services, then Architect shall be compensated as an Additional Service.

Offered By:

 08/18/2026

Signature

Date

Bradley P. Burns

Printed Name/Title

Chamberlin Architects, P.C.

Firm Name

Signature

Date

Printed Name/Title

Name of Client