

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



RE: Deadwood Senior Center – Programming and Space Planning Proposal

June 28, 2024

Dear Kevin,

We are pleased to provide this proposal to provide Design Services for the new Deadwood Senior Center located at the Marble Works building on Sherman Street. This proposal is for the first phase of design, which includes some basic programming of the Center, preliminary space planning and an estimated rough order of magnitude of costs for construction. Plans will consist of simple floor plan sketches or drafted plans to determine if this site is an acceptable location for the Senior Center.

Exterior conceptual design is not included.

Building condition and structural assessments beyond what is visually evident are not included.

Up to two trips to Deadwood are included.

Notes from Site Visit 06-20-2024

1. Building Condition:

- a. At some time, a foundation was poured under the exterior walls with the building in place. The construction details of the foundation are unknown.
- b. A concrete slab was poured inside the building. It is not in bad condition, but it is made up of multiple pours and not very level in areas.
- c. The southeast corner of the building's south exterior wall has settled, so the wall is not level. The exterior windows are very much out of square.
- d. There is moisture where the wall is settling, and the wall framing has likely deteriorated.
- e. The likely reason for the settling and moisture is that the concrete patio outside the building is higher than the floor inside the building. The wall is poorly flashed at the base of the wall. It is anticipated that much of the wall will need to be re-framed.
- f. The original plaster inside the building has been replaced with gypsum board on both the walls and the ceiling.
- g. The roof trusses are hand-framed, but in good condition with minimal sagging. Sagging is evident in the southeast area of the building where the wall is settling.
- h. In the attic, wood boards were installed on the bottom chord of the trusses to provide storage. It is likely that storage in the attic will be eliminated, and some additional diagonal bracing will be installed.
- i. Exterior siding is a combination of wood lap and asbestos-cement shingles.
- j. The roofing is asphalt shingles, which appear to be in good condition.
- k. There is a projecting wood-framed sign structure, which is not original to the building.
- l. Windows are single-pane, wood windows, and the paint on the exterior has flaked off, which has contributed to deterioration of wood frames and sills.

- m. As part of an addition project, some demolition of existing building components was performed. This includes the removal of the entire rear end wall and cutting/removal of approximately four trusses on the southeast corner of the building.
2. A large wood-framed building addition is attached to the back of the original building. It will be demolished in its entirety, so no description is being provided.
3. General program for the new senior center:
 - a. Space(s) where people can gather and socialize.
 - b. Large multipurpose space for special events and games such as poker tournaments, bingo, etc.
 - c. Large kitchen. This would not be a commercial kitchen with equipment requiring a hood, but large enough for multiple people to use and make large meals.
 - d. Accessible restrooms.
 - e. Outdoor patio with seating for outdoor activities such as shuffleboard. An attractive fence will be installed along the sidewalk for security.
 - f. The main entrance will be at the back of the building where the City parking lot is located. There will not be any parking on the building site, but there may be a drop-off zone in the alley.
 - g. The original Marble Works building will be repaired and remodeled to meet the program requirements of the Senior Center. Existing interior walls will be removed. Existing windows will be repaired and/or replaced. Existing east entry doors will be repaired or replaced. These doors will be used primarily for meeting exiting requirements, so they will need to be reversed so they swing outward. Below-grade structural issues will need to be addressed to reduce the potential for settling/heaving floor slab, foundations and walls. Some exploratory excavation may be needed to determine how the foundation was constructed and its condition.

COMPENSATION

For the preliminary programming, space layout and opinion of cost work indicated above, we propose a fixed fee of \$3,500.

Reimbursable expenses shall be billed at cost, which includes 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, please sign this proposal and send it back to me. If you have any questions, please feel free to contact me.

Sincerely,



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 30 days after the invoice date. If the invoice is not paid within 30 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.

Indemnification:

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Architect, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and for the acts of its contractors, subcontractors or consultants or anyone for whom Client is legally liable.

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.

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.

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 out of or in any way connected to the reuse of the construction documents on any other project or site without the involvement of Architect in the services normally provided on such projects, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct by Architect.

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.

In addition, Client agrees, to the fullest extent permitted by law to indemnify and hold harmless Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such Services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Architect.

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:

 06/28/2024

Signature _____ Date _____

Bradley P. Burns _____

Printed Name/Title _____

Chamberlin Architects, P.C. _____

Firm Name _____

Signature _____ Date _____

Printed Name/Title _____

Name of Client _____