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Minneapolis, MN 55435
952.595.9116

October 20, 2025

Justin S. Lux
Parking & Transportation Director
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Re: *Proposal for Forensic Restoration | Condition Assessment
Broadway Parking Ramp
Deadwood, South Dakota*

Dear Mr. Lux:

Walker Consultants (Walker) is pleased to submit this proposal for professional engineering services to the City of Deadwood (Client) to provide a condition assessment, opinion of probable repair costs and long-range maintenance/repair cost for the above-noted parking facility. The purpose of this proposal is to confirm our understanding of the project, define our scope of services, propose professional fees, establish a schedule, and serve as authorization to proceed with the work.

Facility Description

Built in 1996-97, the Broadway Parking Facility is a 4 level post-tensioned, cast-in-place concrete structure. The parking facility is a two-bay wide, single-threaded camelback configuration with angled parking for approximately 411 vehicles. There are 3 supported levels and a slab-on-grade comprising a total floor area of approximately 137,350 square feet. Supported parking floor slab area is $\pm 103,020$ square feet with $\pm 34,330$ square feet of slab-on-grade. The main vehicular entry/exit for the facility is on the north end near Main and Wall Streets. A stair/elevator tower is located near the entry/exit. At the south end of the facility a steel-framed cascading egress stair connecting the upper three levels is provided for egress to Broadway, with a jump stair from the lower level providing to egress at Broadway at Level 2. An auxiliary stair is provided from the top level connecting the ramp to Williams Street

The structural system consists of a cast-in-place, post-tensioned slabs and beams on conventionally reinforced columns. The facility is approximately 352 ft long by 103 ft wide. The post-tensioned floor slabs are nominally 5 ½ inches thick. Vehicular clearance is to be 8'-2" at level 1, and 7'-0" typical at supported levels; however, the Client has signed the facility at 7'-2" clearance to discourage larger vehicles from parking in the facility since maneuvering within the ramp is quite tight.

Project Understanding

The purpose of this engagement is to perform a condition assessment to evaluate the existing visible condition of the parking ramp, perform limited physical testing, and to provide an opinion of probable repair cost for observed deterioration and preventative maintenance items. These repairs are needed to maintain the structure in good condition and extend its useful life while minimizing overall, long-term repair costs.

We propose to review structural and waterproofing systems within the facility, the façade, and stair/elevator towers. Mechanical / electrical / plumbing (MEP) systems will be reviewed only on a cursory basis.

The structural/waterproofing review will include an examination for structural deterioration, review the condition of joints and sealants, review serviceability considerations such as drainage, and review condition of waterproofing coatings (as applicable). We propose to evaluate the current condition of the parking structure through visual observations from ground/parking surface and perform a limited material testing program. We will document the location, type and extent of deterioration of the structure, perform chloride ion (deicing salt), and provide general recommendations for repairs and maintenance to extend the service life of the structure.

Scope of Services

To meet the specific needs of this project, we propose the following scope of professional services. Walker will:

Condition Assessment

- A. Visual Observation – Parking Superstructure
 - a. Review available plans, specifications, repair documents, and reports as provided by the Client.
 - b. Perform a visual observation of the structural members within the facility that support automobiles. Review includes observation of structural elements such as the supported concrete floors, ceilings, columns, beams, walls, and facade.
 - c. Perform a cursory visual observation of the mechanical, electrical, lighting, and fire protection systems within the ramp and stair tower(s).
 - d. Perform visual observations of the building façade, interior of the stair/elevator towers, and roofs of stair/elevator towers. Note that roof observations are subject to owner providing access.
 - e. Provide an assessment report that includes the following:
 - i. Observed conditions with photographs.
 - ii. A list of current restoration and preventative maintenance items with an opinion of probable repair costs.
 - iii. Suggested phasing of repair/maintenance recommendations.
 - f. Attend one phone conference to review our report and our findings.

- B. Materials Testing: To better identify deterioration mechanisms, materials testing is recommended as follows:
- a. Delamination survey of floor slabs and sounding of other structural members. Survey includes a chain drag of all supported parking surfaces.
 - b. Perform water-soluble chloride ion testing to help determine the corrosion potential within the concrete. We recommend taking samples to three depths (0"-1", 1"-2", 2"-3") at 4 locations for a total of (12) samples. Sampling shall be performed in accordance with AASHTO T260 and testing with ASTM C1218.

Limitations

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Subsequent Services

Subsequent phases of services that are not included in this proposal can consist of Construction Documents for repairs, Construction Observation or Administration, and development of a Maintenance Manual. The extent of these services will be better understood at the completion of each phase of work outlined above in the Scope of Services.

Schedule

Walker is available to start work upon written receipt of authorization. Based upon the weather conditions, we recommend performing field work in the fall of 2025, prior to onset of freezing temperatures. The report will follow field work and be provided 3-4 weeks afterward.

Professional Fee

Walker will provide the scope of services for a lump sum fee as indicated in the table below, including reasonable project-related expenses:

Condition Assessment	Proposed Fee
1. Visual Observation – Parking Superstructure	\$19,495
2. Materials Testing	\$2,995
Total Lump Sum Fee Proposed	\$22,490

The fees quoted herein anticipate that observation services shall accompany testing services and shall remain firm for thirty (30) days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Restoration Services.

Closing

Walker is dedicated to providing you with professional engineering services that fully meet project requirements. To meet this goal, we are available to review this proposal with you, at your convenience, and adapt the Scope of Services as necessary. The foregoing is our understanding of the professional services requested. If there are any other services required at this time, please contact us and we will modify this proposal accordingly.

We eagerly await your response and look forward to working together.

Sincerely,

WALKER CONSULTANTS



Carl L. Schneeman
Managing Principal



Patrick Lewis
Director of Restoration



Scott R. Froemming, PE (SD)
Vice President

Enclosure: General Conditions of Agreement for Restoration Services

General Conditions of Agreement for Restoration Services

Services

Walker Consultants ("Walker") will provide the Client professional services that are limited to the work described in the attached letter (the "services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. The services are provided solely in accordance with written information and documents supplied by the Client and are limited to and furnished solely for the specific use disclosed to us in writing by the Client. No third-party beneficiary is contemplated.

Payment for Services

Monthly Invoices

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the Client does not deliver payment to Walker within thirty (30) days of date of invoice, the Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank

ABA Routing Number **021052053**

Credit to the account of - Walker Consultants

Account Number **79592337**

Period of Service

In the event that no contract administration phase services are to be provided by Walker, services shall be completed the earlier of (1) the date when final documents are accepted by the Client or (2) thirty days after final documents are delivered to the Client. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.

Standard of Care

Walker will perform the services 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 and in the same or similar locality. Walker makes no warranty, express or implied, as to its professional services under this agreement.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit Walker's liability for the Client's damages to the sum of \$10,000 or Walker's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

Walker agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages or liabilities, to the extent caused by Walker's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Walker is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Walker, its officers, directors, employees, and subconsultants (collectively Walker) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors, or omissions in connection with the Project as well as the acts, errors, or omissions of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Walker shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Ownership of Documents

Walker shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes, calculations, and other documents and instruments prepared by Walker as instruments of service. Walker shall retain all common law, statutory, and other reserved rights, including, without limitation, all copyrights thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's written consent will be at the Client's sole risk.

Consequential Damages

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the Client and Walker shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties

mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the locality of the Walker office performing services under this Agreement.

Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Proprietary Information

The information contained in this proposal is confidential, privileged, and only for the Client and may not be shared, published, or redistributed without prior written permission from Walker Consultants.

Assignment

The Client and Walker agree that neither party shall transfer, sublet, or assign any rights or duties under this agreement, including but not limited to monies that are due or monies that may become due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Walker as a generally accepted business practice, shall not be considered assignment for the purposes of this agreement.