



## **Albertson Engineering Inc.**

605-343-9606 [www.albertsonengineering.com](http://www.albertsonengineering.com)  
Offices in Rapid City, Sioux Falls, & Winner

## *Addendum #4 to the Contract between Albertson Engineering and Client*

Date: March 28, 2023

### **Structural Engineer (SE):**

Albertson Engineering Inc.  
3202 West Main, Suite C  
Rapid City, SD 57702

### **Client:**

City of Deadwood  
108 Sherman Street  
Deadwood, SD 57785

Project Name: Whitewood Creek Restoration  
Project Location: Deadwood, SD  
AEI Project #: 2020-096

### **ORIGINAL CONTRACT**

On the 7th day of May, 2020, Albertson Engineering, hereinafter called the Engineer and City of Deadwood, hereinafter called the Client, entered into an Agreement relating to the above-referenced project. The agreement is hereby amended to reflect Additional Services as detailed below.

### **BACKGROUND & SCOPE OF ADDITIONAL SERVICES**

The majority of Addendum 04 pertains to Site 1. Site 2B was also expanded by FEMA to remove and replace additional extent of retaining wall that was not originally included with their damage assessment. Additional design services are required in this area for production of construction documents.

Along Site 1, several developments have occurred over the past few months. Previously the creek area along Powerhouse Park and the City Parking Lot was referred to as Site 1 (which is now Site 1C). All of Site 1 has now been expanded and is now the following:

- Site 1A – Creek Restoration along Deadwood Mountain Grand
- Site 1B – Water Street Improvements
- Site 1C – Creek Restoration along Powerhouse Park & City Parking Lot

After a site walkthrough with FEMA a couple months ago, they identified additional damage on the creek banks along Deadwood Mountain Grand. This entire area has been added to the project and is now referenced as Site 1A. FEMA also extended the scope of Site 1 to extend to a new area upstream the existing bridge at Powerhouse Park.

In addition, City personnel have directed the design team to simplify the design of the original Site 1 (now Site 1C) to lower overall project cost. The City intends to allocate these funds toward improvements along the newly added Site 1B, which is along Water Street and separate from the disaster related projects. Site 1B will add a pedestrian sidewalk which will provide pedestrian connectivity from Powerhouse Park and the Mickelson Trail to downtown Deadwood.

Although Site 1C is being simplified, extensive redesign work is required.

Scope of work of Addendum 04 is summarized as follows:

- Site 1A – Creek Restoration along Deadwood Mountain Grand
  - Provide site survey
  - See additional requirements related to Hydrologic and Hydraulic Study and CLOMR on attachment by Towey Design Group
  - Exclusion from this Addendum: LOMR
  - Provide construction drawings
  - Provide bidding and construction administration services consistent with the other Whitewood Creek projects.
- Site 1B – Water Street Improvements
  - Provide site survey
  - See additional requirements related to Hydrologic and Hydraulic Study and CLOMR on attachment by Towey Design Group
  - Provide construction drawings
  - Provide bidding and construction administration services consistent with the other Whitewood Creek projects.
- Site 1C – Creek Restoration along Powerhouse Park & City Parking Lot
  - Provide/complete Hydrologic and Hydraulic Study as required.
  - Redesign site to simplify overall construction cost so more City funds can be allocated to Site 1B
  - Provide conceptual design services for parking lot striping and orientation for future parking lot work
  - Bidding and Construction Administration Scope is unchanged per original contract.
- Site 2B – Creek Restoration upstream Powerhouse Park Bridge (south bank)
  - Add scope of work for replacement of the wood retaining wall and adjacent area directly upstream Powerhouse Park Bridge up to original start of project near Taco Johns.

Scope of work Exclusions:

- It is anticipated that the final review of the project will require a LOMR to be filed for the area in and around City Hall. Mapping and modeling services are excluded

from this proposal until such time a new scope of work can be determined. A proposal can be provided at that time.

## **ENGINEERING CHARGES FOR ADDENDUM #4**

The entirety of Addendum #4 shall be added to the existing Contract for this project. Compensation for services described herein for Addendum #4 shall be:

A lump sum fee of NINETY SIX THOUSAND NINE HUNDRED SEVENTY dollars (\$96,970.00) in addition to the compensation stated in the original agreement *PLUS* all applicable taxes and reimbursable expenses as outlined in the original agreement.

Progress payments for the original contract shall be adjusted to the new total of \$NEW TOTAL as follows:

<u>Phase</u>	<u>Adden.#4 Fee</u>
1. Investigate Services (Survey)	\$10,615.00
2. Contract Documents	\$64,735.00
3. Bidding	\$ 3,044.40
4. Construction Admin.	\$18,575.60
<b>Total</b>	<b>\$96,970.00</b>

If needed for accounting purposes, the breakdown percentage of Addendum #4 per Site is the following:

- Site 1A 31%
- Site 1B 40%
- Site 1C 18%
- Site 2B 11%
- Total 100%

## **TERMS AND CONDITIONS**

The Terms and Conditions of the Original Contract shall apply to the additional services covered by this Addendum.

Scope of work as outline in the attached proposals by Towey Design Group (Exhibit A) and Tallgrass Landscape Architecture (Exhibit B) shall apply to the services covered by this Addendum.

## ADDITIONAL PROVISIONS

The original contract is amended per the provisions outlined herein. The parties hereto have agreed to execute this amendment the day and year signed below.

This agreement will expire if not signed within 2 months of the agreement date. However, although Albertson Engineering Inc requests written acceptance of the Addendum, the following actions shall also constitute Client's acceptance of the Addendum: 1) Client issuing an authorizing purchase order for any of the services, 2) Client requesting Albertson Engineering Inc.'s presence at meetings (in person or virtual), 3) Client requesting information from Albertson Engineering Inc. that would require any level of design effort to complete, 4) Client requesting Albertson Engineering Inc. to review and/or investigate existing conditions or documents, or 5) Client providing written, or electronic notification for Albertson Engineering Inc. to proceed with any of the services. Issuance of a purchase order or alternate contract by Client that contains separate terms and conditions will not take precedence or modify the terms and conditions contained within this Agreement unless specifically agreed to in writing by Albertson Engineering Inc.

## AUTHORIZED ACCEPTANCE

The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporation or other entity.



---

ENGINEER *(Signature)*

---

Mike Albertson, President

---

*(Printed name and title)*

---

3/28/2023

---

*Date*

---

mike@albertsonengineering.com

---

*Email*

---

CLIENT *(Signature)*

---

*(Printed name and title)*

---

*Date*

---

*Email*

**AMENDMENT NO. 4 TO AGREEMENT**

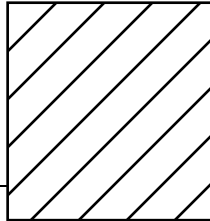
**Project:** 2019 Whitewood Creek Flood Damages  
TDG Project #: 20-011

**Background:** Effective Date of Agreement: June 12, 2020  
OWNER: City of Deadwood, SD  
CLIENT: Albertson Engineering, Inc.  
ENGINEER: Towey Design Group, Inc.

**Nature of Amendment:**

This Amendment to our current Agreement includes adjustment of project scope and the contract value. As discussed previously, the scope of this project has changed during the design of the project. Additionally, other items that are considered out of the original scope have been requested. This Amendment also changes to completion date to **March of 2025**. This amendment does not include any future modeling in association with a Letter of Map Revision (LOMR). All work on a future LOMR will be negotiated at the time services are requested. All items associated with this Amendment request and a table identifying our proposed fee breakout are shown in Exhibit A.

Original Contract Amount:  
Contract Amendment #1:  
Contract Amendment #2:  
Contract Amendment #3:  
**Proposed Amendment #4:**  
**Revised Contract Value**



Client and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is: \_\_\_\_\_.

CLIENT:

\_\_\_\_\_  
Jared Schippers, PE/PM  
Albertson Engineering, Inc.

ENGINEER:

  
\_\_\_\_\_  
Michael Towey, PE  
Towey Design Group, Inc.

Date

\_\_\_\_\_  
March 20, 2023  
Date

**EXHIBIT A**

The following identifies additional work, changes to the initial scope, or project changes as requested to complete the 2019 Whitewood Creek Flood Damages. As time is of the essence, portions of this work are already in progress.

- Recent changes to the project now require additional work in Tasks 1A, 1B, 1C, and 2B. Unless otherwise noted, work includes completing final design plans and reports, bidding services, and construction administration services within the project guidelines. Project revisions are as follows:
  - Task 1A extends from the existing grizzly structure at Pine Street to upstream limits of parking garage. All preliminary work for this task was complete under Amendment 3. The estimated length of this work area is 500 feet +/-.
  - Task 1B starts at upstream limits of 1A and extends upstream to a point where the concrete wall ends on the east side of Whitewood Creek. Preliminary discussions have started on this task but extended coordination with the public utilities and topographic survey are still required. The estimated length of this work area is 800 feet +/-.
  - Task 1C starts at the upstream limits of 1B and extends to the bridge near the trailhead. The wall material has changed and requires relocation due to floodplain concerns from USACE.
  - Task 2A remains the same. Task 2B begins at the same bridge noted in Task 1C and extends upstream to the original stopping point.
- The city has requested that Task 1B be added to the project. Work in this section includes additional survey work to be completed by Baseline Survey (under TDG), design of a cantilevered boardwalk and site grading to reflect these changes.
- General design tasks to be performed –
  - Attendance at FEMA initiated zoom meetings (design and CLOMR related).
  - Finalizing plans to include updated plan and profile drawings, erosion and sediment control plans, and removal pages.
  - Finalizing H&H study to include development of additional cross-sections and modeling of work areas 1C, 2A, 2B, 3A, & 3B to show no rise certificate prior to bidding this work area.
  - Finalizing H&H Study in conjunction with CLOMR for work areas 1A and 1B to include added survey, additional cross-sectional modeling both **upstream and downstream** of large box culvert. The additional modeling needs are needed for CLOMR related services based on discrepancies between actual ground surfaces and the effective model, and projected FEMA reviews prior to approval.
    - Additional survey will be needed at the outfall of the large box culvert to ensure our modeling efforts match to downstream base flood elevations (BFE) and to certify the box culvert as will be required by FEMA.
  - Private utility coordination as needed to relocate the private utilities to an underground location. Most of the utilities are above ground on several main transmission poles. Utilities will be relocated and will require various planning meetings to secure actual locations of new service lines.
  - Updated bidding timelines have been discussed and are now included with this amendment.
- Added construction administrative tasks reflect the same tasks as outlined in the original contract.
- Initially this project was bid having individual bidding and construction administration tasks for each task. Recent discussions with FEMA/State indicate that this project should be bid and constructed as



a single project. This will simplify closeout processes in the future. Since the project will be bid as a single project, we have reallocated fees within our original proposal to reflect this cost savings.

- This Amendment excludes the following
  - It is anticipated that the final review of the project will require a LOMR to be filed for the area in and around City Hall. Mapping and modeling services are excluded from this proposal until such time a new scope of work can be determined. A proposal can be provided at that time.
- The original contract was prepared using TDG's 2020 Hourly Rates and staffing at that time. TDG has grown and increased various positions within their team. This Amendment addresses all updated staffing requirements and provides a current Hourly Rate Schedule for additional work if requested.

TDG Fee Breakout Table

Task	Description	Est. Fee
1A	Investigative Services (survey)	
1A	Design Services	
1A	Bidding Services	
1A	Construction Administrative Services	
1B	Investigative Services (survey)	
1B	Design Services	
1B	Bidding Services	
1B	Construction Administrative Services	
1C	Design Services	
2B	Design Services	
	<b>Total</b>	

**Tallgrass Landscape Architecture, LLC**413 North 4<sup>th</sup> Street

Custer SD, 57730

605.673.3167

[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)**Professional Services Agreement**

This proposal is provided to Albertson Engineering, Inc., the Client , by Tallgrass Landscape Architecture, LLC , Landscape Architect, for the Landscape Architectural Services as provided herein.

**Client****Albertson Engineering**

NAME

3202 West Main Street, Rapid City, SD 57702

ADDRESS / CITY / STATE / ZIP

Jared Schippers

PROJECT Representative

**Owner****City of Deadwood, SD**

Entity: Municipality

108 Sherman Street, Deadwood, SD 57732

ADDRESS / CITY / STATE / ZIP

**Landscape Architect****Tallgrass Landscape Architecture, LLC**

A Corporation

413 North 4<sup>th</sup> Street, Custer, SD 57730

ADDRESS / CITY / STATE / ZIP

Tanya Olson, project manager

Contact



## PROFESSIONAL SERVICES AGREEMENT

Project Name: FEMA Flood Mitigation Projects

### Scope of Additional Services

1. Site 1B: Provide input to the design as needed and include minor construction documentation, generally limited to pedestrian guard railings and lighting layout locations and minor details related to different guard rail mounting methods.
2. Site 1C: Provide revised Construction Documentation based on the changes to the creek wall provided by the prime consultant to include:
  - a. Revised parking lot striping
  - b. Revised sidewalk layout (sidewalk section by Civil)
  - c. Planting plan
  - d. Surfacing plan
  - e. Pedestrian Lighting layout (electrical engineering, footcandle calculations, and other work typically provided by an electrical engineer are excluded)
  - f. Site Details: pedestrian guard railing, hand rails, etc.
3. Site 2A &B: Provide updated Construction Documentation. This work is expected to be minor revegetation plan updates based on the expanded wall footprint.
4. Attend weekly project meetings as scheduled.

Bidding and Construction Administration Scope is unchanged per original contract.

New Fee Per site breakdown for Addendum 4:

- Site 1B
  - Construction Documentation
- Site 1C
  - Construction Documentation
- Site 2A & B
  - Construction Documentation

**Total**

