



- Civil Engineering
 - Water Resources
 - Transportation
 - Geospatial Solutions

March 10, 2025

Kevin Kuchenbecker
Deadwood Historic Preservation
108 Sherman Street
Deadwood, SD 57732

Re: 142 Sherman Street, Deadwood, SD – Deadwood Historic Preservation Commission/City of Deadwood Elevation Certificate

Dear Kevin,

Avid4 Engineering (Avid4) is pleased to submit this fee proposal to complete an elevation certificate for the above referenced property. This fee proposal outlines the necessary scope of work and estimated fee to prepare an elevation certificate of 142 Sherman Street, Deadwood, SD.

As you are probably aware, the structure in question is located within the Whitewood Creek floodplain. The effective Flood Insurance Rate Map (FIRM) is dated April 17, 2012. The floodplain was subsequently revised with LOMR 13-08-1250P with effective date of April 17, 2014. Reviewing the FIRM, it appears the structure is located within the 1%-annual chance (100-yr) floodplain. The following outlines the specifics we must do in order to provide you with an elevation certificate. We have attached a figure showing the location of the structure in question.

To complete an elevation certificate for this property, we will need to complete a level loop from a known elevation benchmark. Due to our recent surveying work completed in Deadwood, there are a couple of control points we or South Dakota Department of Transportation (SDDOT) have established near the property. We will be able to use one of these benchmarks to complete the level loop if they are still present. We must run a level loop from the benchmark to the project site and then return to the benchmark. After the level loop is completed, we will measure the lowest adjacent grade (LAG), the highest adjacent grade (HAG), the finished floor elevation(s) of the structure as well as collect the necessary photos required as part of the elevation certificate. We will provide the appropriate FIRM panel number and map effective date on the elevation certificate. Once the elevation certificate is prepared, we will submit it to you along with any other relevant information for you to submit it to the appropriate authorities.

The estimated fee to complete the Elevation Certificate as outlined is \$2,500.00.

This fee proposal assumes that standard mapping information available from FEMA Map Service Center is sufficient. No FEMA data requests area included in this fee.

We will complete this work for the above scope on a time and materials basis in accordance with the attached General Terms Conditions and current schedule of charges up to the estimated fee; we will not perform any out-of-scope work without written approval from you. We will only charge you for the time and materials spent on this project to complete the work. If this fee proposal is satisfactory, please sign and return to us the attached Short Form Contract Agreement. We will then sign and return a fully-executed

contract to you for your records. Based on our current workload and weather conditions permitting, we can have the contemplated scope of work completed by March 28, 2025, if we receive a signed contract by the end of business on March 14, 2025.

Thank you for the opportunity to provide you with a proposal to complete the above professional services. If you have any questions, comments, or believe any of the assumptions we have made should be modified don't hesitate to contact us at 605-343-3311 or via email at davidlowe@avid4eng.com or davemuck@avid4eng.com.

Sincerely,
Avid4 Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'David Lowe', with a stylized flourish at the end.

David Lowe, PE/LSI

Enclosures:

- Aerial Photo of the Property
- Short Form Contract Agreement
- General Terms and Conditions
- Exhibit A – Schedule of Charges.

National Flood Hazard Layer FIRMette



103°43'59"W 44°22'34"N



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
	OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes, Zone X Area with Flood Risk due to Levee Zone D
	OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D
	GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
	OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
	MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/10/2025 at 4:30 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

AUTHORIZATION AND AGREEMENT FOR SERVICES



1805 Samco Road, Rapid City, SD 57702
www.avid4eng.com ~ Phone: (605) 343-3311

This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.

CLIENT INFORMATION:

Client Name: Deadwood Historic Preservation/City of Deadwood Phone: 605-578-2082
Billing Address: 108 Sherman Street City: Deadwood State: SD Zip: 57732
Email: kevin@cityofdeadwood.com
Contact Person (if different than Client): Kevin Kuchenbecker Title: Planning, Zoning, & Historic Preservation Officer

PROJECT INFORMATION:

Project Name: 142 Sherman Street Elevation Certificate
Project Location: Deadwood, SD
Legal Description: Lots 19 & 20 in Block 40 of the Original Town of Deadwood

Description of Work: Complete an elevation certificate in accordance to the attached fee proposal letter.

Estimated Completion Date: TBD

BILLING ARRANGEMENTS:

Time and materials basis in accordance to our current schedule of charges. Invoice will be prepared at the completion of the elevation certificate.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.

SIGNATURES:



CLIENT (Person Responsible for Payment)

Date: 03/10/2028



CONSULTANT (Avid4 Engineering, Inc.)

Date: 3/10/25



GENERAL TERMS AND CONDITIONS

1. Avid4 Engineering, Inc., herein referred to as Avid4, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, Avid4 may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Avid4 will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. Avid4 will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. Avid4 will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that Avid4's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that Avid4's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Avid4 or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Avid4's services, Avid4 may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or Avid4 shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Avid4 will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between Avid4 and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Avid4 may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of Avid4.
9. All products and documents including Drawings and Specifications provided or furnished by Avid4 pursuant to this Agreement are instruments of service in respect of the Project and Avid4 shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless Avid4 from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. Avid4 will endeavor to provide all services in accordance with generally accepted professional practices. Avid4 will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Avid4 will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. In lieu of or in addition to execution of the Authorization and Agreement for Services, the Client may authorize Avid4 to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the Client's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by Avid4. In order to implement the intent of Avid4 and the Client to this Agreement, Avid4 and the Client agree that the Authorization and Agreement for Services, these General Terms and Conditions, and any Exhibits constitute the entire Agreement between them. Avid4 and the Client further agree that the preprinted terms and conditions of any Client-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether Avid4 executes the purchase order in acceptance of the work.
12. Avid4 intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by Avid4 for the Client are rendered on the basis of experience and qualifications and represent Avid4's professional judgment.
13. This agreement shall not be construed as giving Avid4 the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
14. Avid4 shall make such revisions in plans or project deliverables which may already have been completed, approved and accepted by the Client, as are necessary to correct errors or omissions in the deliverables when requested to do so by the Client, without extra compensation therefore.

Effective Date – January 6, 2023



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EXHIBIT A

2025 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer/Land Surveyor	\$215.00
Principal Professional Engineer	\$195.00
Professional Engineer IV	\$175.00
Professional Engineer III	\$160.00
Professional Engineer II	\$145.00
Professional Engineer I	\$130.00
Geospatial Analyst	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$100.00
Senior Technician	\$140.00
Technician IV	\$110.00
Technician III	\$100.00
Technician II	\$90.00
Technician I	\$85.00
CAD Technician II	\$125.00
CAD Technician I	\$90.00
Office Manager	\$125.00
Administrative	\$95.00
Clerical	\$75.00
Mileage	\$ 0.67