



Date: March 24th, 2026

Client: Mr. Kevin Kuchenbecker
Planning, Zoning, and Historic Preservation Officer
City of Deadwood, SD

Engineer: Mr. Michael Towey, PE
Towey Design Group, Inc.

RE: Civil Design Services
Whitewood Creek Letter of Map Revision Project

Thank you for considering Towey Design Group (TDG) to provide civil design services in conjunction with the proposed Whitewood Creek Letter of Map Revision (LOMR) Project. Below is a discussion of our project understanding and a description of our proposed scope of services for your review.

PROJECT UNDERSTANDING

Our understanding of the project is as follows.

- The project follows the Whitewood Creek Restoration project that was the result of substantial flooding in 2019. The study area begins at the box culvert at Pine Street and extends upstream almost to the bridge crossing on Walnut Street.
- Towey Design Group (TDG) prepared the initial Conditional Letters of Map Revisions (CLOMRs) for each phase of the restoration project. A Hydrologic and Hydraulic Study was completed for each bid package.

PREPARE AND SUBMIT LOMR

- Combine initial CLOMR models and verify the combined model is correct. This includes the existing, proposed, and effective models.
- It is anticipated that some field topo may be required to spot check certain areas. We have included two days of field work for either field survey or potentially a drone flight within the stream corridor.
- Create updated hydraulic models based on updated topography and geometry. Models to be based on the 10 percent (10-year), 2 percent (50-year), base food (100-year), and 0.2 percent (500-year) storm events.
- Prepare model report discussing development of the models.
- Prepare detailed application forms to include Form 1 – “Overview and Concurrence Form”, Form 2 – “Riverine Hydrology and Hydraulics Form”, and Form 3 – “Riverine Structures Form”.
- Prepare a certified topographic work map showing the revised and effective base and 0.2-percent-annual-chance floodplain and floodway boundaries.
- Prepare an annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the submitted work map and how they tie into the base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach.
- Submit certified as-built drawings with submittal.

Towey Design Group, Inc.

PO Box 67 | 147 Chisholm Drive | Box Elder, SD 57719
605.600.3758 | engineers@toweydesigngroup.com



- Package and submit everything to FEMA via online methods along with appropriate application fees.
- Prepare public notifications and submit to the City for distribution

FEMA REVIEWS

TDG has no control over FEMA review times or governmental staffing. We would anticipate no more than 3 reviews with FEMA staff. We will try to complete this project within reasonable timeframe.

DELIVERABLES

Copies of all review and final submittal documents which would include modeling efforts, work maps, and/or design reports will be submitted electronically (pdf files). HEC-RAS is used for modeling efforts.

PROGRESS PAYMENTS

Progress payments shall be processed by Client upon receipt of the claim as computed by TDG staff based on work completed during the month per the hourly rates and allowable reimbursables as established in this proposal and approved by Client. TDG traditionally invoices our clients on the last Monday of each month.

DESIGN FEES

TDG proposes to complete the necessary engineering services for project on an hourly not to exceed basis. We have estimated our total fee for this project to be Thirty-Three Thousand Dollars and no cents (\$33,000.00) which includes \$8,000 for the FEMA LOMR Application Fee. Our standard terms and conditions are included as Exhibit A. Our 2026 hourly rates are included as Exhibit B.

ACCEPTANCE OF THIS PROPOSAL

TDG requests written acceptance of this proposal as listed above, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an NTP or sub-consultant contract for any of the Services described above, or 2) written or electronic notification for TDG to proceed with any of the Services described in this proposal.

If these arrangements are acceptable, please sign below and return one copy to me, electronically. We are enthused about this project and look forward to working with you and your team members to effectively meet the needs of your project.

Thank for you for considering TDG and we look forward to working with you on this project.

Sincerely,

Michael Towey, PE
Towey Design Group, Inc.

ACCEPTED BY:

Signature

Exhibit A – TDG Standard Terms & Conditions
Exhibit B – TDG Hourly Rates

Date



EXHIBIT A – STANDARD TERMS & CONDITIONS

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care

a. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the care and skill ordinarily used by members of TDG's profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG's services.

b. CLIENT shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to TDG pursuant to this Agreement. TDG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and TDG and not for the benefit of any other party. 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 TDG. TDG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against TDG because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to TDG

Invoices will be prepared in accordance with TDG's standard invoicing practices and will be submitted to CLIENT by TDG monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due TDG for services and expenses within 30 days after receipt of TDG's invoice therefore, the amounts due TDG will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TDG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until TDG has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

TDG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of TDG or TDG's officers, directors, partners, employees, and consultants in the performance of TDG's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG, TDG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable

fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG and TDG's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, TDG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of TDG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that TDG's negligence bears to the total negligence of CLIENT, TDG, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and TDG in Paragraph 7, "Limit of Liability," of this Agreement.

6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, TDG and TDG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them.

7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TDG and TDG's officers, directors, partners, employees, agents, and TDG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them, shall not exceed the maximum amount under TDG's insurance.

Towey Design Group, Inc.

PO Box 67 | 147 Chisholm Drive | Box Elder, SD 57719

605.600.3758 | mtowey@toweydesigngroup.com

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to TDG all amounts owing to TDG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

CLIENT shall arrange for safe access to and make all provisions for TDG and TDG's Consultants to enter upon public and private property as required for TDG to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that TDG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event TDG or any other party encounters a Hazardous Environmental Condition, TDG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that TDG is performing professional services for CLIENT and that TDG is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with TDG's activities under this Agreement.

11. Patents

TDG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Client Ownership and Reuse of Documents

All documents prepared or furnished by TDG pursuant to this Agreement are instruments of service, and TDG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold TDG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TDG. Files in electronic media format of text, data, graphics, or of other types that are furnished by TDG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, TDG makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TDG at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. TDG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

14. Force Majeure

TDG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond TDG's reasonable control.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and TDG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



EXHIBIT B

2026 Hourly Rate Schedule

STAFF

Principal	\$152.00
Professional Engineer III	\$142.00
Professional Engineer II	\$131.00
Professional Engineer I	\$121.00
Engineer In Training III	\$111.00
Engineer In Training II	\$105.00
Engineer In Training I	\$95.00
Engineering Technician III	\$100.00
Engineering Technician II	\$96.00
Engineering Technician I	\$93.00
Engineering Intern II	\$93.00
Engineering Intern I	\$89.00
Administrative	\$84.00
Construction Observer II	\$106.00
Construction Observer I	\$101.00
Professional Land Surveyor III	\$138.00
Land Surveyor In Training II	\$109.00
Survey Technician II	\$93.00

REIMBURSABLES

Mileage (travel)	\$0.80
Mileage (survey)	\$0.95
Prints/Copies	cost
Travel/Lodging	cost

Hourly rates are subject to change on January 1 of each year. Increases will not exceed 5% annually. An updated Exhibit will be provided annually for review and approval.

TOWEY DESIGN GROUP, INC.

PO Box 67 | 147 Chisholm Drive | Box Elder, SD 57719

605.600.3758 | engineers@toweydesigngroup.com