

April 21, 2021*

Mr. Michael Runge
City of Deadwood
108 Sherman Street
Deadwood, SD 57732
via email: michael.runge@cityofdeadwood.com

Re: Online Historical Records Search – Phase 2 – REV1

Dear Mike,

**Information that has changed since the proposal letter dated May 26, 2021 appears in italic print. Thanks for visiting with Michael and me on April 14, 2021. You indicated that you are ready to start Phase 2 of the Online Records Search project which was originally described in the body of this letter. Four additional items were discussed: adding a "remember me" check box so users don't have to register repeatedly; matching of colors and images to parallel the rest of the City's websites; getting the "preview ledger" to the correct page instead of the beginning of the book; and, adding text to the homepage for better search engine results. Correcting the "preview ledger" pagination will be considered a bug-fix at no additional charge. The other additional items will add \$500.00, bringing the total for the work described to \$8,500.00.*

Thanks for taking the time to visit with Michael Ward and me on May 12, 2020, to share information about additional records you would like to see incorporated in the online records search tool we have built. We appreciate the opportunity to put a proposal together for this work. The following summarizes much of what we spoke about:

What you have:

- Three additional tables in a Microsoft Access DB that represent Lawrence County Deed Receiving Books, Lawrence County Tax Records, and Funeral Home Records;

Auto Number	Book Title	Book Number	Page Number
1	Letters	01	2
2	Letters	01	2
3	Letters	01	3
4	Letters	01	3
5	Letters	01	4
6	Letters	01	4
7	Letters	01	5
8	Letters	01	5
9	Letters	01	5
10	Letters	01	7

- Scans of the above-named books in .pdf format – one .pdf per book:
 - Tax Records (13 .pdf files)
 - Funeral Records (2 .pdf files)
 - Letters Books (11 .pdf files)

Our Understanding of what needs to be done:

- You would like us to incorporate the additional tables and accompanying .pdf records into the existing online search we have built. The following steps will need to be performed:
 - Each book represented by one .pdf will need to be extrapolated into individual sheets appropriately named (we have not included time in this proposal to index any .pdfs that aren't currently. We can add this if you like. Otherwise, we'll assume that you will take care of that prior to the start of work);
 - Watermarks will need to be applied to each .pdf page;
 - Each page will need to be exported to individual .jpg files in three different sizes (to support the newspaper view); and,
 - Images, database and code revisions will need to be uploaded to the Amazon instance hosting the search.

We will continue to work with Smart Software Solutions, Inc. located in Pierre, SD, to complete the above described work.

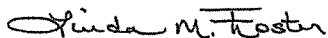
The above-described work again assumes that the City of Deadwood will be providing the infrastructure necessary to host the web interface changes and additional data (via existing AWS and Postgres/SQL framework).

Our estimate to complete the work as described is \$8,500.00.

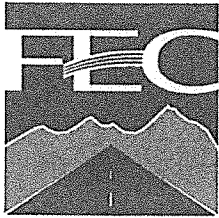
We understand this will likely be 2021 work. If/when you wish to pursue this work, please let us know and we will prepare a short-form agreement.

Thank you for the opportunity to provide this proposal for professional technical services. If you have any questions, comments or believe that any of the assumptions we have made should be modified please call 605-343-3311.

Sincerely,
Ferber Engineering Company, Inc.



Linda M. Foster, PLS, GISP
Senior Project Manager



**Ferber
Engineering
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying • GIS
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

AUTHORIZATION AND AGREEMENT FOR SERVICES

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 Phone: 605-578-2082 Email: michael.runge@cityofdeadwood.com
Billing Address: 108 Sherman St
City: Deadwood State: SD ZIP: 57732
Contact Person (if different than Client): Michael Runge Title: Archivist

PROJECT INFORMATION:

Project Name: Online Records Search - Phase 2

Project Location: Deadwood, SD

Legal Description: N/A

Description of Work: Continue development of online records search as described in the attached proposal letter dated April 21, 2021.

Estimated Completion Date: July 31, 2021

BILLING ARRANGEMENTS:

An invoice will be sent upon completion of the work for a fixed-fee of \$8,500.00

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

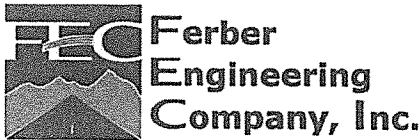
SIGNATURES:

CLIENT (Person Responsible for Payment)

Date: _____

CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

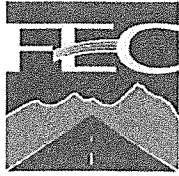
Date: 4/22/21



GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, 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, FEC 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. FEC 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. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC 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 FEC'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 FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC 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 FEC's services, FEC 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 FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC 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 FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber 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 FEC.
9. All products and documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC 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 FEC 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. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC 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, FEC 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. FEC 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 FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC 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.

Effective Date – February 7, 2020



**Ferber
Engineering
Company, Inc.**

- Civil Engineering
 - Geospatial Solutions
 - Water Resources
 - Transportation
 - Land Surveying

EXHIBIT A

2021 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$160.00
Principal Professional Engineer/Professional Land Surveyor	\$160.00
GIS Professional/Professional Land Surveyor	\$140.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$120.00
Professional Engineer II	\$110.00
Professional Engineer I	\$100.00
Graduate Engineer III	\$95.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$75.00
Senior Technician	\$105.00
Technician III	\$85.00
Technician II	\$75.00
Technician I	\$65.00
Drafter II	\$95.00
Drafter I	\$70.00
Office Manager	\$95.00
Clerical	\$60.00
Mileage	\$ 0.58