

- Civil Engineering
  - Water Resources
  - Transportation
  - Geospatial Solutions

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April 17, 2023

Mr. Kevin Kuchenbecker  
City of Deadwood – Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732  
via email: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

**RE: City of Deadwood GIS Technical Services Retainer – 2023**

Dear Kevin,

The City of Deadwood has utilized Geographic Information Systems (GIS) technology for the past 20 years to assist with managing many of the City's assets and operations. Over time, significant advancements in technology have only enhanced and broadened the opportunities GIS presents for improving operational efficiency and organizational awareness. The trolley tracker, viewshed analysis and department-specific web mapping applications are just a few examples of the power GIS can bring to small government. It is my sincere desire to see the City of Deadwood continue developing their GIS capabilities, leveraging on the significant investment already made.

As such, City of Deadwood personnel will continue to need some technical assistance. This proposal will serve as a GIS Professional Technical Services retainer for tasks to be performed on a time and materials basis, in accordance with current-year Schedule of Charges (2023 attached as Exhibit A) not to exceed \$30,000.00. It is anticipated that requested task could include, but will not be limited to:

1. Continued support of existing infrastructure, database and applications;
2. Workstation software upgrades;
3. Mobile data collection setup and/or training;
4. Storymap development and/or training;
5. ArcGIS Online/ArcGIS Pro development and/or training;
6. Cloud management of resources.

The tasks listed above, and/or any other tasks performed under this contract, will be completed as directed by City of Deadwood staff and includes labor and transportation only. Equipment and software/licensing will be provided by the City of Deadwood.

Thank you for the opportunity to provide this proposal for Professional GIS Technical Services. If you have any questions, comments or believe that any of the assumptions we have made should be modified, please contact me at 605-343-3311.

Sincerely,  
Avid4 Engineering, Inc.



Zach Lampert, EI, GISP  
Geospatial Analyst

Encl: as noted

**AUTHORIZATION AND AGREEMENT FOR SERVICES**



1805 Samco Road, Rapid City, SD 57702  
[www.avid4eng.com](http://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: City of Deadwood - Historic Preservation 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: Historic Preservation Officer

**PROJECT INFORMATION:**

Project Name: GIS Technical Services  
Project Location: Deadwood, SD / Microsoft Azure  
Legal Description: N/A

Description of Work: Continued GIS technical services as outlined in the attached proposal letter, dated April 17, 2023.

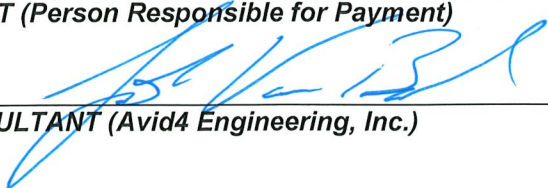
Estimated Completion Date: Ongoing.

**BILLING ARRANGEMENTS:**

Invoices will be sent monthly. Work will be billed on a time and materials basis, not to exceed \$30,000.00 in accordance with Avid4's current Schedule of Charges. The 2023 Schedule of Charges is included in the attached proposal.

*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 (Avid4 Engineering, Inc.) Date: 4/17/23

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.

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## EXHIBIT A

### 2023 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$185.00
Principal Professional Engineer/Professional Land Surveyor	\$185.00
Professional Engineer IV	\$160.00
Professional Engineer III	\$140.00
Professional Engineer II	\$125.00
Professional Engineer I	\$115.00
Geospatial Analyst	\$120.00
Graduate Engineer III	\$105.00
Graduate Engineer II	\$95.00
Graduate Engineer I	\$85.00
Senior Technician	\$125.00
Technician III	\$95.00
Technician II	\$85.00
Technician I	\$80.00
CAD Technician II	\$110.00
CAD Technician I	\$80.00
Office Manager	\$110.00
Clerical	\$70.00
Mileage	\$ 0.655